City of Denton

Meeting Agenda

City Council

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

Tuesday, December 3, 2024 | **2:00 PM** | **Council Work Session Room & Council Chambers**

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

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

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

REGISTRATION GUIDELINES FOR ADDRESSING THE CITY COUNCIL

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

Open Microphone:

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

Comments on Agenda Items:

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

Public Hearing Items:

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

Individuals may participate by using one of the following methods:

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

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

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

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

3. eComment:

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

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 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.

After determining that a quorum is present, the City Council of the City of Denton, Texas will convene in a Work Session on Tuesday, December 3, 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

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

A. ID 24-483 Meeting Questions, Responses & Handouts

Attachments: Exhibit 1 - Agenda Information Sheet

3. Work Session Reports

A. ID 24-2357 Receive a report, hold a discussion, and give staff direction regarding the Charter Review Committee recommendations.

[Estimated Presentation/Discussion Time: 1 hour]

Attachments:
- Exhibit 1 - Agenda Information Sheet
- Exhibit 2 - Charter-Perfecting Amendments Summary
- Exhibit 3 - Charter Recommendations Financial Impact Estimates
- Exhibit 4 - Denton City Charter
- Exhibit 5 - Resolution 24-1158
- Exhibit 6 - Presentation

B. ID 24-2038 Receive a report, hold a discussion, and give staff direction regarding Audit Project 028 - Warehouse Inventory Management: Follow-Up Review.

[Estimated Presentation/Discussion Time: 15 minutes]

Attachments:
- Exhibit 1 - Agenda Information Sheet.pdf
- Exhibit 2 - Follow-up Review of the Audit of Warehouse Inventory Management.
- Exhibit 3 - Presentation.pdf

C. ID 24-2359 Receive a report, hold a discussion, and give staff direction regarding the Denton Chamber of Commerce's fair chance hiring pilot program.

[Estimated Presentation/Discussion Time: 30 minutes]

Attachments:
- Exhibit 1 - Agenda Information Sheet
- Exhibit 2 - Presentation
- Exhibit 3 - June 4, 2024 Chamber Proposal Presentation

D. ID 24-1558 Receive a report, hold a discussion, and give staff direction on pending City Council requests for:

1) Installation of rooftop and wall gardens and solar panels with batteries on City buildings.

[Estimated Presentation/Discussion Time: 30 minutes]

Attachments:
- Exhibit 1 - Agenda Information Sheet
- Exhibit 2 - Ordinance 24-1725
- Exhibit 3 - Presentation

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

4. Closed Meeting:

A. ID 24-2430 Deliberations regarding Real Property -Under Texas Government Code, Section 551.072;

Receive information from staff, discuss, deliberate, and provide staff with direction about the potential purchase or lease of real property situated in The Arts Council Abstract SD0533A, both in the City of Denton, Denton County, Texas, located off 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.

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

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

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

AFTER DETERMINING THAT A QUORUM IS PRESENT, THE REGULAR MEETING OF THE CITY OF DENTON CITY COUNCIL WILL CONVENE AT 6:30 P.M. IN THE COUNCIL CHAMBERS AT CITY HALL, 215 E. MCKINNEY STREET, DENTON, TEXAS AT WHICH THE FOLLOWING ITEMS WILL BE CONSIDERED:

1. PLEDGE OF ALLEGIANCE

A. U.S. Flag
B. Texas Flag

"Honor the Texas Flag – I pledge allegiance to thee, Texas, one state under God, one and indivisible."

2. PROCLAMATIONS/PRESENTATIONS

A. ID 24-2001 Proclamation: Senator Drew Springer Service Honor

B. ID 24-2184 Proclamation: Salvation Red Kettle Challenge

C. ID 24-1721 Proclamation: Nu Pi Sigma Chapter of Sigma Gamma Rho Sorority Service Recognition

D. ID 24-2420 Proclamation: Denton 360 Graduation

3. PRESENTATIONS FROM MEMBERS OF THE PUBLIC

A. Review of procedures for addressing the City Council.

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

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

a. ID 24-2372 Ms. Linda Yeatts regarding fluoride in water.

b. ID 24-2373 Ms. Courtney Gilcrease regarding Gunner.

c. ID 24-2374 Ms. MaKayla Rogers regarding fluoride in water.

d. ID 24-2375 Mr. Charles Lee regarding ICE and immigration enforcement.

e. ID 24-2377 Mr. John Gilcrease regarding Gunner.

f. ID 24-2385 Dr. Todd McCracken regarding fluoride in water.

Attachments: Exhibit 1 - Speaker Presentation

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

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

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

4. CONSENT AGENDA

A. ID 24-440 Consider approval of the minutes of the November 19, 2024 Regular Meeting.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - November 19, 2024 Minutes

B. ID 24-507 Consider nominations/appointments to the City's Boards, Commissions, and Committees: Committee on Persons with Disabilities and Airport Advisory Board.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Nominations List

C. ID 24-2190 Consider approval of a resolution of the City of Denton providing the October 17, 2024 meeting absence by Charter Review Committee Member Michelle Jones be excused; and providing an effective date.

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

D. ID 24-2192 Consider approval of a resolution of the City of Denton providing the October 14, 2024 and October 28, 2024 meeting absences by Public Utilities Board Member Susan Parker be excused; and providing an effective date.

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

E. ID 24-2235 Consider adoption of an ordinance of the City of Denton, A Texas Home-Rule Municipal Corporation, authorizing the City Manager or designee to execute an Inter Local Agreement between the Town of Argyle, Texas; and the City of Denton, Texas, for the location of a traffic signal partially within the territorial limits of Argyle, Texas, to be maintained by the City of Denton in accordance with its standard policies and procedures for traffic safety.

Attachments: Exhibit 1. Agenda Information Sheet
Exhibit 2. Interlocal Agreement
Exhibit 3. Ordinance

F. ID 24-2348 Consider adoption of an ordinance of the City of Denton, A Texas Home-Rule Municipal Corporation, authorizing the City Manager or Designee to execute and deliver an Advance Funding Agreement for a Highway Safety Improvement On-System project, between the City of Denton and the Texas Department of Transportation (TxDOT), regarding the construction of traffic signals on US 377 at Fort Worth Drive, Eagle Drive at US 77 (Elm), and FM 428 at Kings Row; confirming expenses; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information sheet
Exhibit 2 - Advanced Funding Agreement
Exhibit 3 - Ordinance

G. ID 24-2198 Consider adoption of an ordinance of the City of Denton, Texas considering all matters incident and related to the issuance, sale and delivery of up to $100,000,000 in principal amount of "City of Denton General Obligation Refunding Bonds"; authorizing the issuance of the bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date.

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

H. ID 24-2199 Consider adoption of an ordinance of the City of Denton, Texas considering all matters

incident and related to the issuance, sale and delivery of up to $300,000,000 in principal amount of "City of Denton Utility System Revenue Refunding Bonds, Series 2025"; authorizing the issuance of the bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date. The Public Utilities Board recommends approval (4-0).

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

I. ID 24-2200 Consider approval of a resolution of the City of Denton amending Policy Number 403.07 "Debt Service Management" to make administrative maintenance revisions based on annual review of the policy; and providing for an effective date. The Debt Committee recommends approval (4-0).

Attachments: Exhibit 1. Agenda Information Sheet
Exhibit 2. FY 2023-24 Red Lined Debt Policy
Exhibit 3. Resolution

J. ID 24-2201 Consider approval of a resolution of the City of Denton amending Policy Number 403.06 "Investment Policy" to make administrative maintenance revisions based on annual review of the policy; and providing an effective date. The Investment Committee recommends approval (4-0).

Attachments: Exhibit 1. Agenda Information Sheet
Exhibit 2. FY2023-24 Red Lined Investment Policy
Exhibit 3. Hilltop Securities Compliance Letter
Exhibit 4. Resolution

K. ID 24-2350 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 Facility Solutions Group, Inc., amending the contract approved by City Council on January 4, 2022, in the not-to-exceed amount of $1,375,000.00, said first amendment to continue to provide security access controls for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (File 7835 - providing for a first amendment expenditure amount not-to-exceed $343,750.00, with the total contract amount not-to-exceed $1,718,750.00).

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

L. ID 24-2351 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 Kimley-Horn and Associates, Inc., for the design of traffic signals at the intersection of South Woodrow Lane at Morse Street for the Transportation (Development Services) Department as set forth in the contract; providing for the expenditure of funds therefor;

and providing an effective date (RFQ 8377-004 - Professional Services Agreement for design services awarded to Kimley-Horn and Associates, Inc., in the not-to-exceed amount of $84,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance and Contract

M. ID 24-2352 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8632 for the Uninterrupted Power Supply Service for the Facilities Management Department; and providing an effective date (RFP 8632).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance

N. ID 24-2353 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute an Interlocal Cooperative Purchasing Agreement with the North Central Texas Council of Governments (NCTCOG), under Section 791.001 of the State of Texas Government Code, to authorize the City of Denton to purchase new Digital Orthophotography Spatial Data from the NCTCOG Geographic Information System for the Technology Services Department, providing for the expenditure of funds therefor; and providing an effective date (File 8676 - awarded to North Central Texas Council of Governments, in a five (5) year not-to-exceed amount of $650,000.00).

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Ordinance and Interlocal Agreement

5. PUBLIC HEARINGS

A. Z24-0013a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in zoning district and use classification from a General Office (GO) district to a Highway Corridor (HC) district on approximately .358 acres of land generally located on the west side of I35E approximately 1,500 feet north of Schuyler Street in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [4-1] to recommend approval of the request. Motion for approval by Chair Ellis and second by Commissioner Pruett. (Z24-0013a, I-35 RV Supercenter, Ashley Ekstedt)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Future Land Use Map
Exhibit 5 - Existing Zoning Map
Exhibit 6 - Proposed Zoning Map
Exhibit 7 - Table of Allowed Uses
Exhibit 8 - Fiscal Impact Summary
Exhibit 9 - Notification Map
Exhibit 10 - Draft Ordinance
Exhibit 11 - Staff Presentation

B. Z24-0011a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a request to rezone approximately 10.51 acres of land from Residential 6 (R-6) District to Public Facilities (PF) District generally located on the south side of Mills Road, approximately 1,900 feet east of North Mayhill 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 a severability clause and an effective date. The Planning and Zoning Commission voted (4-0) to recommend approval of the request. Motion for approval by Commissioner Villareal and second by Commissioner Padron. (Z24-0011a, DISD Transportation Facility, Julie Wyatt)

Attachments:
Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Current Zoning Map
Exhibit 5 - Proposed Zoning Map
Exhibit 6 - Future Land Use Map
Exhibit 7 - Comparison of Permitted Uses
Exhibit 8 - Fiscal Impact Analysis Summary
Exhibit 9 - Notification Map and Responses
Exhibit 10 - Presentation
Exhibit 11 - Draft Ordinance

C. PDA24-0002a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, repealing zoning ordinance (Z20-0001b) for 3.185 acres of land zoned Mixed-Use Neighborhood with overlay conditions; and adopting a new zoning designation of Planned Development-Mixed-Use Neighborhood (PD-MN) District for 3.185 acres generally located east of I-35N, approximately 1,078 feet south of Windsor Drive, 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 a severability clause and an effective date. The Planning and

Zoning Commission voted [3-1] to recommend approval of the request. Motion for approval by Commissioner Villareal and second by Commissioner Pruett. (PDA24-0002a, Elite Hospitality Pickleball and Restaurant, Angie Manglaris)
Body

Attachments:

Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Staff Analysis

Exhibit 3 - Site Location Map

Exhibit 4 - Existing Zoning Map

Exhibit 5 - Future Land Use Map

Exhibit 6 - Approved Overlay Planned Development Ordinance

Exhibit 7 - Permitted Use Comparison

Exhibit 8 - Fiscal Impact Analysis

Exhibit 9 - Notification Map and Responses

Exhibit 10 - Draft Ordinance

Exhibit 11 - LLC Members List

Exhibit 12 - Staff Presentation

D. PD24-0003a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Residential 1 (R1) and Rural Residential (RR) Districts to a Planned Development with a base of zoning of Residential 4 (PD-R4) District on approximately 15.44 acres of land generally located northeast of the intersection of US 377 and Brush Creek 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 a severability clause and an effective date. The Planning and Zoning Commission voted [3-1] to recommend approval of the request. Motion for approval by Commissioner Pruett and second by Chair Ellis. (PD24-0003a, The Reserves at Brush Creek, Angie Manglaris)

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Staff Analysis
Exhibit 3 - Site Location Map
Exhibit 4 - Existing Zoning Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Development Standards
Exhibit 7 - PD Development Plan
Exhibit 8 - Comparison of Allowed Uses
Exhibit 9 - Fiscal Impact Analysis
Exhibit 10 - Notification Map and Responses
Exhibit 11 - Draft Ordinance
Exhibit 12 - Traffic Impact Analysis Addendum
Exhibit 13 - LLC Members List
Exhibit 14 - Staff Presentation

E. ID 24-2389 Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, Amending Ordinance No. 2010-316 concerning Tax Increment Reinvestment Zone Number One, City of Denton, Texas, established pursuant to Chapter 311 of the Texas Tax Code, by expanding the boundaries and extending the term of Tax Increment Financing Reinvestment Zone Number One, City of Denton, Texas; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Ordinance
Exhibit 3 - Presentation
Exhibit 4 - Existing TIRZ Boundaries
Exhibit 5 -Downtown Master Plan Proposed TIRZ Boundaries

6. ITEMS FOR INDIVIDUAL CONSIDERATION

A. ID 24-2259 Consider adoption of an ordinance approving an economic development agreement under Chapter 380 of the local government code to promote economic development and to stimulate business activity and economic growth of the City of Denton between the City of Denton and Enginetech North America Corporation, regarding the expansion of operations and increase in the number of jobs in the City of Denton; authorizing the expenditure of funds therefor; and providing an effective date. The Economic Development Partnership Board recommends approval (9-0).

Attachments: Exhibit 1 - Agenda Information Sheet.pdf
Exhibit 2 - Ordinance
Exhibit 3 - Agreement
Exhibit 4 - Presentation
Exhibit 5 - Texas Secretary of State

B. ID 24-2183 Consider approval of a resolution of the City of Denton exercising its rights and casting

votes for membership to the board of directors of the Denton Central Appraisal District; and providing an effective date.

Attachments: Exhibit 1 - Agenda Information Sheet

Exhibit 2 - Resolution

Exhibit 3 - DCAD Candidate Memo

Exhibit 4 - 2024 Vote Distribution

Exhibit 5 - Presentation

7. CONCLUDING ITEMS

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

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

C E R T I F I C A T E

I certify that the above notice of meeting was posted on the official website (https://tx-denton.civicplus.com/242/Public-Meetings-Agendas) and bulletin board at City Hall, 215 E. McKinney Street, Denton, Texas, on November 26, 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.

File #: ID 24-483, **Version:** 1

AGENDA CAPTION

Meeting Questions, Responses & Handouts

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: December 3, 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

File #: ID 24-2357, **Version:** 1

AGENDA CAPTION

Receive a report, hold a discussion, and give staff direction regarding the Charter Review Committee recommendations.

[Estimated Presentation/Discussion Time: 1 hour]

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **City Manager's Office**

CM/DCM/ACM: **Sara Hensley**

DATE: **December 3, 2024**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the Charter Review Committee recommendations.

BACKGROUND

The Denton City Charter was originally adopted in February 1959. Section 14-13 of the Charter states that amendments to the charter may be framed and submitted to the voters subject to requirements of the Texas Local Government Code, Chapter 9, and all other applicable laws. Since its original adoption, the charter was further amended in 1976, 1980, 1999, 2006, 2009, and 2017.

On June 4, 2024, the City Council approved Resolution 24-1158 to create the Charter Review Committee and issue the charges put forward by the Council. The Charter Review Committee held eight regular meetings between July and November to review and consider the charges. Each charge included consideration of a staff presentation, Committee discussion, and ultimately an official vote of the Committee to create the recommendations of the Committee to return to Council for consideration.

Staff will present the Committee's recommendations, proposed ballot language, and estimated financial impacts for Council to consider for placement on the ballot. Council's direction on the recommendations will inform the final ballot language and calling of the election through ordinance at the January 7 Council Meeting. Council Rules of Procedure states that ordinances submitting proposed Charter amendments be adopted by a two-thirds vote of the Council.

EXHIBITS

1. Agenda Information Sheet
2. Charter-Perfecting Amendments Summary
3. Charter Recommendations Financial Impact Estimates
4. Denton City Charter
5. Resolution 24-1158
6. Presentation

Respectfully submitted:
Kristi Fogle
Chief of Staff

Charter Review Committee
Charter-Perfecting Charges
Summary & Explanation

Shall the City Charter be amended to replace all instances of gendered language with non-gendered language?

Article I, Section 1.07. Gender neutral.

Current language:
Whenever used in this Charter, a word importing the masculine gender only shall extend and be applied to include females, and, where applicable, to firms, partnerships, and corporations, as well as males.

Proposed language:
Whenever used in this Charter, a word importing a specific gender shall extend and be applied to include all genders, and, where applicable, to firms, partnerships, and corporations.

Shall the City Charter be amended to resolve conflicts with state law and modify vague or unclear language?

1. Article II, Section 2.04. Vacancies in Council.

   Proposed modification:
   Where a vacancy in any place on the council, including that of mayor, shall occur, the vacant place shall be filled by a special election, and, where necessary, by a runoff election, in the same manner as provided in this Charter for the regular election of the councilperson. Such special election shall be held on the first authorized uniform election date following the creation of the vacancy ~~occurring on or after the thirtieth day after the date the election is ordered~~ in accordance with the requirements of the Election Code and all other applicable laws. The runoff election, where necessary, shall be held in accordance with the requirements of the Election Code and all other applicable laws; provided, however, that where a vacancy shall occur within one hundred and twenty (120) days of a regular election, no special election to fill the vacancy shall be called, unless more than one vacancy occurs.

   Explanation:
   State law requires regular and special elections be held on a uniform election date. Currently, the uniform election dates are May and November.

2. Article III, Section 3.01(b)(2) – Municipal elections

   Proposed modification:

~~On the first Saturday in April immediately following adoption of Section 2.01, and the drawing of election district boundaries by the council~~ On the uniform election day for municipal elections in May established by the Election Code, the voters shall elect:

Explanation:
The first Saturday in April is no longer the uniform election date for municipal elections. The language should be updated to reflect the current state requirement for municipal elections to be held in May.

3. Article IV Section 4.08 - Submission of electors.

Proposed modification:
If the council shall fail to pass an ordinance proposed by initiative petition, or shall pass it in a form different from that set forth in the petition therefor, or if the council shall fail to repeal a referred ordinance, the proposed or referred ordinance shall be submitted to the electors ~~not less than thirty (30) days nor more than sixty (60) days from the date the council takes its final vote thereon. If no regular election is to be held within such period the council shall provide for a special election~~ at the next uniform election date in accordance with the Election Code and all other applicable laws.

Explanation:
The first Saturday in April is no longer a uniform election date for municipal elections. The language should be updated to reflect the current state requirement for municipal elections to be held on a uniform election date.

4. Article IV, Section 4.17. District judge may order election.

Proposed modification:
Article IV, Section 4.17- District judge may order election.
Should the city council fail or refuse to order any recall election when all of the requirements for such election have been complied with by the petitioning electors in conformity with this Article of the charter, ~~then it shall be the duty of the District Judge of Denton County, upon proper application therefore~~ then any citizen may file for a writ of mandamus from a District Judge of Denton County or other court, upon proper application therefore, to order the city council, to order such election and effectuate the provisions of this Article of the charter.

Explanation:
A city cannot mandate a duty on a County Judge. The proper legal mechanism to require a Council or municipality to order an election is a writ of mandamus. A writ of mandamus is generally brought by a resident or other interested party.

Charter Review Committee
Financial Impact Statement Estimates

1. The Committee recommends amending the Charter to convert the Council from 4 single-member geographical districts, two at-large districts, and an at-large mayor to 8 single-member geographical districts and the mayor elected at-large.

   Financial impact statement:
   The City of Denton estimates the implementation of this proposition would have a financial impact of $284,105 - $584,105 for implementation and $109,679 annually. These estimates include an estimated cost for redistricting consultation that will be necessary to ensure districts are drawn in compliance with state and federal law, increased staff time related to the redistricting process, the operational and infrastructure costs for adding two additional council seats and increased council requests, meetings, and management.

One-Time		
Redistricting Contract	$150,000.00	To ensure compliance with federal and state law
Additional Staff Time -Redistricting	$34,105.00	Work Session presentations, internal meetings, informational campaign to inform voters/residents
Infrastructure Renovations	*100,000 - 300,000*	*Council dais renovation to accommodate a larger council; pending evaluation*
Total	**$284,105 - 584,105**	

Annual		
Additional Seat M&O (2)	$61,829.00	Additional council members' stipend, travel, meals, technology, etc.
Additional Staff Time - General	$47,850.00	Staff time associated with two additional council members - requests, meetings, boards and commissions updates, etc.
Total	**$109,679.00**	

2. The Committee recommends modifying the Mayor and Council stipend to provide for an annual increase to the Mayor and Council stipend based on the annual cost of living increase given to city employees with a cap of no more than the previous year's consumer price index (CPI).

   Financial impact statement:
   The City of Denton estimates the implementation of this proposition would have a financial impact of $4,252.81 annually. This estimate was calculated using the cost of living adjustment received by city employees in 2024 (3%).

Council Cost of Living Adjustment (3%)	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
Stipend	9,168.37	9,443.42	9,726.73	10,018.53	10,319.08
FICA/Medicare	664.71	684.65	705.19	726.34	748.13
TMRS	641.79	661.04	680.87	701.30	722.34
	10,474.87	10,789.11	11,112.79	11,446.17	11,789.55

Mayor Cost of Living Adjustment (3%)	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
Stipend	14,121.30	14,544.94	14,981.29	15,430.73	15,893.65
FICA/Medicare	1,023.79	1,054.51	1,086.14	1,118.73	1,152.29
TMRS	988.49	1,018.15	1,048.69	1,080.15	1,112.56
	16,133.59	16,617.59	17,116.12	17,629.60	18,158.49

3. The Committee recommends increasing the term of the Municipal Judge from two years to four years.

   Financial impact statement:
   The City of Denton estimates the implementation of this proposition would have no financial impact.

4. The Committee recommends implementing a one-year residency requirement for individuals serving on all judicial and quasi-judicial citizen boards, committees, or commissions appointed by Council.

   Financial impact statement:
   The City of Denton estimates the implementation of this proposition would have a financial impact of $2,348.00 for implementation and $1,761 annually. This estimate includes the increased staff time related to implementing and maintaining a residency verification process.

PART I
CHARTER[1]

ARTICLE I. INCORPORATION, FORM OF GOVERNMENT AND POWERS

Sec. 1.01. Incorporation.

The inhabitants of the City of Denton, in Denton County, Texas, within the corporate limits as now established or as hereafter established in the manner prescribed by this charter, shall be and continue to be municipal corporation and the inhabitants thereof shall be a body politic and corporate in perpetuity under the name of the "City of Denton," possessing all power, property and interests which it possessed immediately prior to the time this charter takes effect or may hereafter acquire, and having the duties, obligations and liabilities now incumbent upon or hereafter incurred by the city as a municipal corporation.

Sec. 1.02. Boundaries.

The boundaries and limits of the City of Denton until changed in the manner herein provided, shall be the same as have heretofore been established and as exist on the date of the adoption of this charter, which boundaries are more fully set out and described by metes and bounds in a book entitled "Official Corporate Limits of the City of Denton, Texas," which is now, and shall hereafter be, on file in the office of the city secretary of the City of Denton.

Sec. 1.03. Extension of city limits.

The city council, by a vote of not less than four-fifths (⅘) of its membership, shall have the power by ordinance to provide for the alteration and extension of said boundary limits, and the annexation of territory lying adjacent to the City, with or without the consent of the inhabitants of the territory annexed. Upon the introduction of any such ordinance to the City Council, such ordinance shall be published one time in the official newspaper of the City of Denton. Amendments may later be incorporated into the proposed ordinance by a vote of not less than four-fifths (⅘) of the membership of the City Council and publication one time in the official newspaper of the City of Denton. The proposed ordinance, or any amendment thereof shall not thereafter be finally acted upon until at least thirty (30) days after the publication thereof; and upon the final passage of any such ordinance, or any amendment thereto, the boundary limits of the City shall thereafter be as fixed thereby. When any additional territory has been so annexed, same shall be a part of the City of Denton, and the property situated therein shall be subject to and shall bear its pro rata part of the taxes levied by the city, and the inhabitants thereof shall be entitled to and shall possess all the rights and privileges of the citizens of the City of Denton, and shall be under obligations as such citizens.

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[1]Editor's note(s)—Published herein is the city's Home Rule Charter which was adopted by the voters at an election held on February 24, 1959. The original arrangement and section numbers have been retained. Subsequent amendments to the Charter are denoted by a history note at the end of the affected section and/or by a note explaining the effect of the amendment. Obviously misspelled words have been corrected without notation. Words added for clarity are enclosed in brackets.

Sec. 1.04. Form of government.

The municipal government provided by this charter shall be known as the "council-manager government." Pursuant to its provisions and subject only to the limitations imposed by the state Constitution and by this charter, all powers of the City shall be vested in an elective council, hereinafter referred to as "the council," which shall enact local legislation, adopt budgets, determine policies and appoint the city manager, who shall execute the laws and administer the government of the city. All powers of the city shall be exercised in the manner prescribed by this charter, or if the manner be not prescribed, then in such manner as may be prescribed by ordinance.

Sec. 1.05. Powers of the city.

The City of Denton shall have and may exercise all the powers granted to cities by the Constitution or laws of Texas including specifically those powers made available to cities of more than five thousand (5,000) inhabitants by what is known as the Home Rule Amendment to the Constitution of Texas (Article XI, Section 5 and the Home Rule Enabling Act (Vernon's Texas Codes Annotated, Texas Local Government Code Section 5.004, Chapter 9, Chapter 26, and Subchapter E of Chapter 51), as these laws now read or may hereafter be amended. The city may acquire property within or without its corporate limits for any municipal purpose; may cooperate with the government of Texas or any agency thereof, or with the federal government or any agency thereof, or with the government of any county, city, or political subdivision to accomplish any lawful purpose for the advancement of the health, morals, safety, convenience, or welfare of the city or its inhabitants; may sell, lease, mortgage, hold, manage, and control such property as its interest may require; provided the city shall not sell, convey, lease, mortgage, or otherwise alienate the entire assets of any public utility system or any portion thereof essential to continued effective utility service without the prior approval by a majority of the qualified voters of the city who vote at an election held for this purpose; and may exercise the power of eminent domain when necessary or desirable to carry out any of the powers conferred upon it by this Charter or the Constitution or laws of Texas. The enumeration of particular powers in this Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the city shall have and may exercise all other powers which under the Constitution and general laws of this state it would be competent for this Charter to specifically enumerate.

(Ord. No. 99-057, Amend. No. 2, 2-16-99, ratified 5-1-99)

Sec. 1.06. Liabilities, exemptions and limitations.

(a) No property belonging to the city shall be subject to any execution of any kind or nature.

(b) No fund belonging to the city shall be subject to garnishment, attachment or sequestration, and the city shall never be required to answer in any garnishment proceedings.

(c) No assignment of wages or other compensation earned, or to be earned, by any employee of the city shall be valid and the city shall never be required to recognize any such assignment or to answer in any proceeding thereon.

(d) The City of Denton shall never be liable for death or personal injury of a person or for property damages of any kind unless within ninety (90) days after the occurrence causing the damage, death, injury, or destruction a notice in writing by or on behalf of the person injured or claiming damages, if living, or the person's representative, if dead, or the owners of the property injured or destroyed is delivered to the city manager stating specifically and accurately in complete detail when, where, and how the exact death, injury, destruction, or damages occurred, the full extent of the injury, the basis of the claim, and the amount of damages claimed or asserted. This notice shall also include the residence of the claimant by street number on the date the claim is presented, the residence of the claimant for six (6) months immediately preceding

the occurrence of the death, injury, or destruction, and the names and addresses of all witnesses that are known at the time upon who it is relied to establish the claim for damages; provided, however, nothing in this subsection shall be construed to affect or repeal the provision in subsection (e) of this section relating to the liability of the city for damages on account of injuries received on the public streets, highways, alleys, grounds, public works, and public places of the city.

(e) The City of Denton shall never be liable for personal injury or property damages resulting from any defect in any public street, highway, alley, grounds or public work of the city unless the specific defect causing the injury or damage shall have been known to the city manager from personal inspection or written notice thereof for a period of at least twenty-four (24) hours prior to the occurrence of the injury or damage and proper diligence shall not have been used to rectify the defect after such inspection or notice. Such notice shall be required whether the defect arose from any act or omission of the city itself through its agent or employee, or otherwise.

(f) No provision of this section shall ever be so construed to expand the liability of the city.

(Ord. No. 99-057, Amend. No. 3, 2-16-99, ratified 5-1-99; Ord. No. 2006-232, Amend. No. 2, 8-28-06, ratified 11-7-06)

Sec. 1.07. Gender neutral.

Whenever used in this Charter, a word importing the masculine gender only shall extend and be applied to include females, and, where applicable, to firms, partnerships, and corporations, as well as males.

(Ord. No. 99-057, Amend. No. 4, 2-16-99, ratified 5-1-99)

ARTICLE II. THE COUNCIL

Sec. 2.01. Number, selection and term.

(a) The city council shall have seven (7) members, six (6) councilpersons and a mayor. The manner of their election is prescribed herein. Each councilperson shall be elected to and occupy a place on the council, such places being numbered one (1), two (2), three (3), four (4), five (5) and six (6). The mayor's position on the council shall be place seven (7).

(b) Four (4) members of the council whose positions shall be places one (1), two (2), three (3) and four (4), shall be residents of and elected by the qualified voters of single-member geographical districts of the city, known as districts one (1), two (2), three (3) and four (4), as such districts may from time to time be determined by the city council in accordance with Section 2.01(d), and created and described by ordinance. Two (2) members of the council and the mayor shall be elected by the qualified voters of the entire city, commonly known as at large. One (1) at large member, place five (5), shall be a resident of district one (1) or two (2), and one (1) at large member, place six (6), shall be a resident of district three (3) or four (4).

(c) (1) Each member of the council including the mayor shall hold a place on the city council, and shall be elected to such place for a two-year term. No member of the council or the mayor, who has been elected to three (3) consecutive full terms in a place, shall be eligible to file for election for that same place, whether elected before or after the effective date of this provision, without having first been off the council for at least one annual council election cycle. Nothing herein shall be deemed to prohibit the council members or the mayor from being elected to other places on the council or as mayor, so long as otherwise eligible, except that no council member or the mayor shall be elected to or serve for more than twelve (12) consecutive years.

(2) A person who has become ineligible to serve pursuant to Section 2.01(c)(1) shall not be eligible to be elected to a place on the council or as mayor without having first been off the council for at least one annual council election cycle, after which such person shall regain eligibility for office, if otherwise eligible under this Charter.

(d) The council shall from time to time create and describe by ordinance election districts known as districts one (1), two (2), three (3) and four (4). Such districts shall be created so that each will contain, as nearly as possible, a population equivalent to the others, according to the latest available census data.

(Ord. No. 76-12, Amend. No. 1, 4-5-76; Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 2009-199, Amend. No. 1, 9-1-09, ratified 11-3-09)

Sec. 2.02. Qualifications.

(a) Each member of the council, in addition to having the other qualifications prescribed by law:

(1) Shall be registered to vote in the city;

(2) Shall have domiciled for at least one year next preceding his or her election within the corporate limits of Denton and, if running within a single member geographic district, or at large place five (5) requiring a domicile in district one (1) or two (2), or at large place six (6) requiring a domicile in district three (3) or four (4), as set forth in Section 2.01, for at least one year preceding his or her election in the district in which elected; further, shall continuously be domiciled within the corporate limits of Denton and, if elected within a single member geographic district, or at large place five (5) requiring a domicile in district one (1) or two (2), or at large place six (6) requiring a domicile in district three (3) or four (4), in the district in which elected throughout his or her term of office.

(3) Shall not hold any other public office of emolument;

(4) Shall have and maintain the eligibility requirements for municipal officers set forth in Section 141.001 of the Texas Election Code, Vernon's Texas Civil Statutes Annotated hereinafter referred to as "Election Code" as it may now read or hereafter be amended.

(b) If a member of the council shall, after being elected, cease to possess any of these qualifications or eligibility requirements, or shall hold another office of emolument, or enter a plea of guilty to a felony, or be convicted of a felony he or she shall immediately forfeit his or her office.

(c) City Councilmember Stipend. Each member of the City Council shall receive compensation in the form of a monthly stipend as set forth in this section. The initial monthly stipend shall be seven hundred fifty dollars ($750.00) for each member of the City Council elected from a district or at large position, and one thousand dollars ($1,000.00) for the Mayor elected at large. These initial amounts shall become effective on ratification of this charter provision.

City Council may, by a separate ordinance, approve an adjustment in the stipend no more frequently than once per fiscal year, but no increase in such compensation shall take effect until commencement of the terms of the Mayor and/or Council Members elected at the next regular election. Any increase in the amount of the stipend shall not exceed three (3) percent of the then-current stipend amount unless approved by a two-thirds (⅔) vote of the Council. The stipend shall be reported in the annual city budget as a separate line item.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 99-057, Amend. No. 5, 2-16-99, ratified 5-1-99; Ord. No. 2009-199, Amend. No. 2, 9-1-09, ratified 11-3-09; Ord. No. 2017-237 , § 1(Amends. A, E), 8-15-17, ratified 11-7-17; Ord. No. 2017-373 , § 2(Props. A, E), 11-20-17)

Sec. 2.03. Presiding officer: Mayor and mayor pro tem.

The mayor shall preside at the meetings of the council and shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of martial law, but shall not interfere with the managerial duties and responsibilities of the city manager. The mayor shall have all the same powers and privileges as any other councilmember, including entitlement to vote upon all matters considered by the council, but shall have no veto power. The council shall, as soon as possible after the annual election, elect from its membership a mayor pro tem. The mayor pro tem shall act as mayor during the absence or disability of the mayor.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 2009-199, Amend. No. 3, 9-1-08, ratified 11-3-09)

Sec. 2.04. Vacancies in council.

Where a vacancy in any place on the council, including that of mayor, shall occur, the vacant place shall be filled by a special election, and, where necessary, by a runoff election, in the same manner as provided in this Charter for the regular election of the councilperson. Such special election shall be held on the first authorized uniform election date following the creation of the vacancy occurring on or after the thirtieth day after the date the election is ordered. The runoff election, where necessary, shall be held in accordance with the requirements of the Election Code and all other applicable laws; provided, however, that where a vacancy shall occur within one hundred and twenty (120) days of a regular election, no special election to fill the vacancy shall be called, unless more than one vacancy occurs.

(Ord. No. 76-12, Amend. No. 2, 4-5-76; Ord. No. 99-057, Amend. No. 6, 2-16-99, ratified 5-1-99; Ord. No. 2009-199, Amend. No. 3, 9-1-09, ratified 11-3-09)

Sec. 2.05. Meetings of the council.

(a) As soon as practicable after each city council election and in accordance with state law, the council shall meet at the city hall and the newly-elected members shall qualify and assume the duties of office. Thereafter, the council shall meet regularly at city hall at such times as may be prescribed by its rules but not less frequently than once each calendar month. Special called meetings may be held from time to time at city hall or other locations accessible to the public.

(b) Special meetings shall be called by the city secretary upon request of the mayor, city manager, or a majority of the members of the council.

(c) The city manager shall attend all meetings of the council and may take part in the discussion of all matters coming before the council but shall have no vote.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 2006-232, Amend. No. 3, 8-28-06, ratified 11-7-06)

Sec. 2.06. Quorum, voting.

(a) A majority of the members of the council shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of the council shall be necessary to repeal any ordinance or take any official action in the name of the city, except as otherwise provided in this Charter or by the general laws of the State of Texas.

(b) The ayes and noes shall be taken upon the passage of all ordinances or resolutions and the vote of each member shall be recorded in the minutes.

(Ord. No. 76-12, Amend. No. 3, 4-5-76; Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

Sec. 2.07. Rules of procedure, minutes.

The council shall determine its own rules of procedure and order of business. Except as may otherwise be provided by state law, such as certain executive sessions under the Texas Open Meetings Act, being Chapter 551 of the Texas Government Code, minutes of all meetings of the council shall be taken and preserved as a permanent record open to the public for inspection.

(Ord. No. 2006-232, Amend. No. 4, 8-28-06, ratified 11-7-06)

Sec. 2.08. Powers of the council.

Except as otherwise provided by this charter all powers of the city and the determination of all matters of policy shall be vested in the council. Without limitation of the powers granted or delegated to the city by the Constitution, statutes, or this Charter, the council shall have power to:

(a) Appoint and remove the city manager.

(b) Appoint and remove the city attorney, the city auditor, and the municipal court judge.

(c) Approve members of all boards, commissions and committees serving the city.

(d) Adopt the budget of the city.

(e) Fix the salary of the city manager, city auditor, city attorney, and the municipal court judge.

(f) Authorize by ordinance the issuance of bonds, assignments of revenue or warrants.

(g) Approve plats.

(h) Adopt and modify the official map of the city.

(i) Adopt and modify the zoning plan, including any and all zoning and land use regulations to the fullest extent allowed by law.

(j) Provide for the establishment and designation of fire limits and prescribe the kind and character of buildings, structures, or improvements which may be erected therein, and provide for the condemnation of dangerous or dilapidated buildings or structures which increase the fire hazard and the manner of their removal or destruction.

(k) Adopt and modify the building code.

(l) After receiving a recommendation from the planning commission adopt, modify and carry out plans proposed by the planning commission for the clearance of slum districts and rehabilitation of blighted areas, and for the replanning, improvement and redevelopment of any area or district which may have been destroyed in whole or in part by disaster.

(m) Regulate, license and fix the charges or fares made by any person, firm or corporation owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or the transportation of freight for hire on the public streets or alleys of the city.

(n) Provide by ordinance for the exercise of the police powers of the city.

(o) Establish and maintain a free public library and to cooperate for such purposes with any person, firm, association or political subdivision in the manner prescribed by ordinance.

(p) Provide by ordinance for the exercise by this city of any and all powers of local self-government not made self-enacting by this charter or by statute.

(q) Inquire into the conduct of any office, department or agency of the city and make investigations of municipal affairs.

(r) Provide for an independent audit.

(s) Perform the districting and redistricting function.

(Ord. No. 76-12, Amend. No. 4, 4-5-76; Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 2006-232, Amend. No. 5, 8-28-06, ratified 11-7-06)

Sec. 2.09. Ordinances.

(a) In addition to such acts of the council as are required by statutes or by this charter to be by ordinance, every act of the council establishing a fine or other penalty or providing for the expenditure of funds or for the contracting of indebtedness, shall be by ordinance. The enacting clause of all ordinances shall be: "The Council of the City of Denton hereby ordains:"

(b) Every ordinance shall be introduced in written, printed, or electronic form and passed in compliance with section 2.06 of this Article, authenticated by the signatures of the mayor (or mayor pro tem) and the city secretary and systematically recorded in an ordinance book in a manner approved by the council. It shall be necessary to record only the caption or title of each ordinance in the minutes of the council.

(c) A full text of every penal ordinance, or in lieu thereof a descriptive caption or title stating in summary the purpose of the ordinance and the penalty for violation thereof, shall be published at least twice in the official newspaper of the City of Denton within ten (10) days after the passage of such ordinance; provided that any penal ordinance shall become effective not less than fourteen (14) days from the date of its passage. All other ordinances, except those specifically required by this charter to be published, are not required to be published in either the official newspaper of the city or in any other publication, and such ordinances shall become effective upon passage or on the date specified therein.

(d) The council shall have power to cause the ordinances of the city to be corrected, amended, revised, codified and printed in code form as often as the council deems necessary and advisable, and such printed code, when adopted by the council, shall be in full force and effect without the necessity of publishing the same or any part thereof in the official newspaper except that the ordinance adopting the same shall be published one time in the official newspaper of the city. Such printed code shall be admitted in evidence in all courts and places without further proof.

(Ord. No. 2006-232, Amend. No. 6, 8-28-06, ratified 11-7-06)

Sec. 2.10. Council not to interfere in appointments or removals.

Neither the council nor any of its members shall direct or request the appointment of any person to, or his or her removal from, office by any officer appointed by the city council under Section 2.08 of this Charter or by any of his or her subordinates. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the officers appointed by the city council and neither the council nor any member thereof shall give orders to any subordinates of the officers appointed by the city council, either publicly or privately.

(Ord. No. 2009-199, Amend. No. 4, 9-1-09, ratified 11-3-09)

Sec. 2.11. Employee bonds.

The council shall require bonds of all municipal officers and employees who receive or pay out any monies of the city. The amount of such bonds shall be determined by the council and the cost thereof shall be borne by the city.

Sec. 2.12. City secretary.

The city secretary shall be appointed by the city manager subject to the approval of the council. He shall serve as clerk of the council, give notice of its meetings, keep the journal of its proceedings, authenticate by his signature and record in full in a book kept for the purpose all ordinances and resolutions, and perform such other duties as this charter may provide or as the city manager may assign him.

Sec. 2.13. Independent annual audit.

(a) Prior to the end of each fiscal year, the council shall designate a certified public accountant who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the city government and shall submit his report to the council and to the city manager. Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the city government or of any of its officers. He shall not maintain any accounts or records of the city business, but within specifications approved by the council, shall post-audit the books and documents kept by the department of finance and any separate or subordinate accounts kept by any other office, department or agency of the city government.

(b) A copy of such audit shall be kept in the office of the city secretary subject to inspection by any citizen during regular office hours.

ARTICLE III. NOMINATIONS AND ELECTIONS

Sec. 3.01. Municipal elections.

(a) The regular election for the choice of members of the City Council as provided in Article II shall be held each year on the uniform election day for municipal elections in May established by the Election Code. The Council may by resolution or ordinance order special elections which shall be held as nearly as practicable according to the provisions for a regular election. The hours and places for holding all City elections shall be determined by the City Council. All elections shall be conducted in accordance with the Election Code and all other applicable laws as they now read or may hereafter be amended.

(b) On the first Saturday in April immediately following adoption of Section 2.01, and the drawing of election district boundaries by the council, the voters shall elect:

  (1) The mayor, place seven (7), for a term of two (2) years.

  (2) Two (2) councilmembers, places five (5) and six (6), for terms of two (2) years each.

  (3) One (1) councilmember for an interim term of one (1) year. This position shall be denominated for such interim term as place four (4) and such councilmember shall be elected from the city at large and may be a resident of any district.

At the next following regular annual municipal election after the one referred to above in this section, the district and at large system provided in Section 2.01 shall take full effect.

(c) Councilmembers holding office at the time the charter amendments to Section 2.01 are adopted (places one (1), two (2) and three (3)) shall serve the remainder of their unexpired terms as at large members of the council.

(d) If any councilmember whose term would not otherwise expire at the time of the canvass of the results of the election specified in Section 3.01(b) shall enter said election, such councilmember's term shall be deemed to have been vacated at the time of the canvass of said election results, whether the candidacy of said councilmember is successful or not.

(e) Neither the mayor nor any member of the council shall become a candidate for election to any position on the council, other than for reelection to the same seat, unless such candidate shall first submit to the city secretary his written resignation from the council to be effective at the time of the canvass of the results of the next regularly scheduled election. If such candidate's unexpired term would otherwise extend beyond the date of such canvass, the city secretary shall notify the council and an election shall be held on the date of the next regularly scheduled election to fill the unexpired term of said resigning councilmember.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 99-057, Amend. No. 7, 2-16-99, ratified 5-1-99; Ord. No. 2006-232, Amend. No. 7, 8-28-06, ratified 11-7-06)

Sec. 3.02. Nominations.

(a) Any qualified person may have his or her name placed on the ballot as a candidate for councilmember by filing with the city secretary not more than ninety (90) days nor less than thirty (30) days prior to the date of election an application in substantially the following form:

I, _____, do hereby declare that I am a candidate for the Council of the City of Denton and request that my name be printed upon the official Ballot for that office in the next city election. I am aware of the nepotism law, chapter 573 of the Government Code. I am qualified to serve on the council with respect to the qualifications set forth in the Charter. I reside at _____, Denton, Texas.

	Signed

The foregoing petition was filed with the City Secretary on the _____ day of _____, 19___.

	City Secretary

(b) As an alternative method, any qualified person may be nominated for councilmember by a written petition signed by the greater twenty five (25) qualified voters of the city or one-half of one percent of the total votes received by all candidates for mayor in the most recent mayoral general election, provided the candidate signs the petition certifying his or her acceptance. One such petition shall be circulated and signed for each nominee or candidate. With each signature shall be stated the place of residence of the signer, giving the street and number or other description sufficient to identify it. Nominating petitions shall be filed with the city secretary not more than ninety (90) days nor less than thirty (30) days before the election day, and shall be in substantially the following form:

We, the undersigned electors of the City of Denton, hereby nominate _____ whose residence address is _____ as a candidate for councilmember of the City of Denton, to be voted for at the election to be held on the _____ day of _____, 19___; and we individually certify that we are qualified to vote for a candidate for the council.

Name	Address	Date of Signing

(Spaces for the greater twenty five (25) or one-half of one percent of the total votes received for candidates for Mayor signatures and required data)

Acceptance of Nomination

I am qualified to serve on the council of the City of Denton with respect to the qualifications set forth in this Charter. I hereby accept the nomination for councilmember and agree to serve if elected.

	Signature of Candidate

Statement of Circulator

The undersigned is the circulator of the foregoing petition containing signatures. Each signature was appended thereto in my presence and is the genuine signature of the person whose name it purports to be.

	Signature of Circulator
	Address of Circulator

The foregoing petition was filed with the City Secretary on the _____ day of _____, 19___.

	City Secretary

(Ord. No. 99-057, Amend. No. 8, 2-16-99, ratified 5-1-99)

Sec. 3.03. Official ballot.

The city secretary shall make up the official ballot from the names presented to him. The order in which the names of the candidates for each place shall appear on the ballot shall be determined by lot in a drawing held under the supervision of the city secretary, at which drawing each candidate or his designated representative shall have a right to be present. All official ballots shall be printed at least twenty (20) days prior to the date of any general or special election, and absentee voting shall be governed by the general laws of the State of Texas.

Sec. 3.04. Canvass: Election returns, results.

(a) Immediately after counting the votes, the presiding judge shall deliver the official returns of the election to the city secretary. Not earlier than the third day or later than the sixth day after the election or as otherwise required by the Election Code and all other applicable laws, the city council shall canvass the returns and declare the results. The returns of every municipal election shall be recorded in the minutes of the council.

(b) The candidates receiving the majority of the votes cast for each place shall be declared elected. If no candidate receives a majority, or if there is a tie for any one place, the council shall order a runoff election which shall be held not earlier than the twentieth or later than the thirtieth day after the date the final canvass of the regular election is completed or as otherwise required by the Election Code and all other applicable laws. Only the names of the candidates who tie for the highest number of votes cast for that

place, or the two (2) candidates who receive the highest number of votes with neither having a majority of votes cast for that place, shall be printed on the ballot for each election. In the event of a tie vote at the runoff election, the candidates who tie shall cast lots in the presence of the City Secretary to determine which one shall be declared elected, and said lots shall be cast within five (5) days of the runoff election in accordance with Section 2.028 of the Election Code and all other applicable laws.

(c) Immediately after the election results have been declared the mayor shall deliver certificates of election to the successful candidates. Each councilman shall take the oath of office as soon thereafter as practicable at which time his term of office shall begin.

(Ord. No. 76-12, Amend. No. 1, 4-5-76; Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 99-057, Amend. No. 9, 2-16-99, ratified 5-1-99)

Sec. 3.05. Regulation of elections.

Except as otherwise provided by this charter, all city elections shall be governed by the applicable provisions of the Election Code of the State of Texas, as now or hereafter amended. The council shall have the power to make such additional regulations as may be necessary.

State law reference(s)—Elections, V.T.C.A., Election Code § 1.005 et seq.

ARTICLE IV. INITIATIVE, REFERENDUM AND RECALL

Sec. 4.01. Power of initiative.

The electors shall have power to propose any ordinance, except an ordinance appropriating money or authorizing the levy of taxes, and to adopt or reject the proposed ordinance at the polls, such power being known as the initiative. Any initiative ordinance may be submitted to the council by a petition signed by qualified voters of the city equal in number to at least twenty-five percent of the number of votes cast at the last regular municipal election.

Sec. 4.02. Power of referendum.

The electors shall have power to approve or reject at the polls any ordinance passed by the council or submitted by the council to a vote of the electors, except an ordinance appropriating money, issuing bonds or authorizing the levying of taxes, such power being known as the referendum. Within twenty (20) days after the enactment by the council of any ordinance which is subject to a referendum, a petition signed by qualified voters of the city equal in number to at least twenty-five percent (25%) of the number of votes cast at the last preceding regular municipal election may be filed with the city secretary requesting that any such ordinance be either repealed or submitted to a vote of the electors.

Sec. 4.03. Form of petition, committee of petitioners.

Initiative petition papers shall contain the full text of the proposed ordinance. Referendum petition papers shall contain the full text of the ordinance which they propose to repeal. The signatures to initiative or referendum petitions need not all be appended to one paper, but to each separate petition there shall be attached a statement of the circulator thereof as provided by this section. Each signer shall sign his name in ink or indelible pencil and shall give after his name his place of residence by street and number, or other description sufficient to identify the place. There shall appear on each petition the names and addresses of the same five (5) electors, who, as a committee of the petitioners, shall be regarded as responsible for the circulation and filing of the petition.

Attached to each separate petition paper there shall be an affidavit of the circulator thereof that he, and he only, personally circulated the foregoing paper, that it bears a stated number of signatures, that all the signatures were appended thereto in his presence and that he believes them to be the genuine signatures of the persons whose names they purport to be.

Sec. 4.04. Filing, examination and certification of petitions.

All papers comprising an initiative or referendum petition shall be assembled and filed with the city secretary as one instrument. Within twenty (20) days after a petition is filed, the city secretary shall determine whether each paper of the petition bears the required affidavit of the circulator and whether the petition is signed by a sufficient number of qualified voters. After completing his examination of the petition, the city secretary shall certify the result thereof to the council at its next regular meeting. If he shall certify that the petition is insufficient he shall set forth in his certificate the particulars in which it is defective and shall at once notify the committee of the petitioners of his findings.

Sec. 4.05. Amendment of petitions.

An initiative or referendum petition may be amended at any time within ten (10) days after the notification of insufficiency has been sent by the city secretary, by filing a supplementary petition upon additional papers signed and filed as provided in the case of an original petition. The city secretary shall within five (5) days after such an amendment is filed, examine the amended petition and, if the petition is still insufficient, he shall file his certificate to that effect in his office and notify the committee of the petitioners of his findings and no further action shall be had on such insufficient petition. The findings of the insufficiency of a petition shall not prejudice the filing of a new petition for the same purpose.

Sec. 4.06. Effect of certification of referendum petition.

When a referendum petition, or amended petition as defined in section 4.05 of this article, has been certified as sufficient by the city secretary, the ordinance specified in the petition shall not go into effect, or further action thereunder shall be suspended if it shall have gone into effect, until and unless approved by the electors as hereinafter provided.

Sec. 4.07. Consideration by council.

Whenever the council receives a certified initiative or referendum petition from the city secretary, it shall proceed at once to consider such petition. A proposed initiative ordinance shall be read and provision shall be made for a public hearing upon the proposed ordinance. The council shall take final action on the ordinance within sixty (60) days after the date on which such ordinance was certified to the council by the city secretary. A referred ordinance shall be reconsidered by the council and its final vote upon such reconsideration shall be upon the question, "Shall the ordinance specified in the referendum petition be repealed?"

Sec. 4.08. Submission of electors.

If the council shall fail to pass an ordinance proposed by initiative petition, or shall pass it in a form different from that set forth in the petition therefor, or if the council shall fail to repeal a referred ordinance, the proposed or referred ordinance shall be submitted to the electors not less than thirty (30) days nor more than sixty (60) days from the date the council takes its final vote thereon. If no regular election is to be held within such period the council shall provide for a special election.

Sec. 4.09. Form of ballot for initiated and referred ordinances.

Ordinances submitted to a vote of the electors in accordance with the initiative and referendum provisions of this charter shall be submitted by ballot title, which shall be prepared in all cases by the city attorney. The ballot title may be different from the legal title of any such initiated or referred ordinance and shall be a clear, concise statement, without argument or prejudice, descriptive of the substance of such ordinance. If a paper ballot is used it shall have below the ballot title the following propositions, one above the other, in the order indicated: "FOR THE ORDINANCE" and "AGAINST THE ORDINANCE." Any number of ordinances may be voted on at the same election and may be submitted on the same ballot, but any paper ballot used for voting thereon shall be for that purpose only. If voting machines are used, the ballot title shall have below it the same two (2) propositions, one above the other or one preceding the other in the order indicated, and the elector shall be given an opportunity to vote for or against the ordinance.

Sec. 4.10. Results of election, publication.

(a) If a majority of the electors voting on a proposed initiative ordinance shall vote in favor thereof, it shall thereupon be an ordinance of the city. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed.

(b) Initiative ordinances adopted and referendum ordinances approved by the electors shall be published, and may be amended or repealed by the council in the same manner as other ordinances.

Sec. 4.11. Recall of councilmen.

Any member of the city council may be removed from office by a recall election.

Sec. 4.12. Recall petition, committee of petitioners.

Recall petition papers shall contain the name of the councilman (or names of the councilmen) whose removal is sought, and a clear and concise statement of the grounds for his (or their) removal. There shall appear at the head of each petition the names and addresses of five electors, who, as a committee of the petitioners shall be regarded as responsible for the circulation and filing of the petition. Each signer of any petition paper shall sign his name in ink or indelible pencil and give after his name his place of residence by street and number, or other description sufficient to identify the place, and the date his signature was affixed. No signature to such petition shall remain effective or be counted which was placed thereon more than forty-five (45) days prior to the filing of such petition with the city secretary. The signatures to a recall petition need not all be appended to one paper, but to each separate petition there shall be attached an affidavit of the circulator thereof that he, and he only, personally circulated the foregoing paper, that it bears a stated number of signatures, that all signatures were appended thereto in his presence and that he believes them to be the genuine signatures of the persons whose names they purport to be.

Sec. 4.13. Filing and certification of petitions, recall election.

(a) All papers comprising a recall petition shall be assembled and filed with the city secretary as one instrument. Within seven (7) days after a petition is filed, the city secretary shall determine whether each paper bears the names of five (5) electors who constitute a committee of the petitioners, and the required affidavit of the circulator thereof, and whether the petition is signed by qualified voters of the constituency of the councilmember whose removal is sought equal in number to at least twenty-five (25) percent of the number of the votes cast for that councilmember and all of his opponents in the last preceding general municipal election in which he was a candidate. As used herein "constituency" shall mean the qualified voters eligible

to vote for the councilmember whose removal is sought, either by geographical district or at large, as the case may be.

(b) If the city secretary finds the petition insufficient he shall return it to the committee of the petitioners, without prejudice, however, to the filing of a new petition based upon new and different grounds, but not upon the same grounds. If the city secretary finds the petition sufficient and in compliance with the provisions of this Article of the Charter he shall submit the petition and his certificate of its sufficiency to the council at its next regular meeting and immediately notify the councilman whose removal is sought of such action.

(c) If the councilman whose removal is sought does not resign within seven (7) days after such notice the city council shall thereupon order and fix a date for holding a recall election not less than thirty (30) nor more than sixty (60) days after the petition has been presented to the council. If no general election is to be held within this time the council shall provide for a special election.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

Sec. 4.14. Recall election ballots.

Ballots used at recall elections shall conform to the following requirements:

(a) With respect to each person whose removal is sought the question shall be submitted: "SHALL (name of person) BE REMOVED FROM THE CITY COUNCIL BY RECALL?"

(b) Immediately below each such question shall be printed the two following propositions, one above the other, in the order indicated:

"YES"

"NO"

Sec. 4.15. Results of recall election.

If a majority of the votes cast at a recall election shall be against the recall of the councilman named on the ballot, he shall continue in office. If a majority of the votes cast at a recall election be for the recall of the councilman named on the ballot, he shall be deemed removed from office and the vacancy shall be filled in the manner prescribed in Article II, section 2.04 of this charter.

Sec. 4.16. Limitations on recalls.

No petition shall be filed against a councilmember within six (6) months after he takes office nor against a councilmember who has been subjected to a recall election and not removed thereby until at least six (6) months after such election. Should a regular election occur during the time when a recall petition is current and should the person(s) being recalled be reelected, the recall petition shall be null and void.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

Sec. 4.17. District judge may order election.

Should the city council fail or refuse to order any recall election when all of the requirements for such election have been complied with by the petitioning electors in conformity with this Article of the charter, then it shall be the duty of the District Judge of Denton County, upon proper application therefor, to order such election and effectuate the provisions of this Article of the charter.

ARTICLE V. THE CITY MANAGER

Sec. 5.01. The city manager: Qualifications.

The city manager shall be chosen by the council solely on the basis of his executive and administrative qualifications with special reference to his actual experience in or his knowledge of accepted practice in respect to the duties of his office, as hereinafter set forth, provided that any person who is appointed city manager must have had at least two (2) years of experience as a city manager or assistant city manager, or the equivalent thereof. At the time of his appointment he need not be a resident of the city or state but during his tenure of office he shall reside within the city.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

Sec. 5.02. The city manager: Term and salary.

(a) The council shall appoint the city manager for an indefinite term and may remove him by a majority vote of its members. At least thirty (30) days before such removal shall become effective, the council shall by a majority vote of its members adopt a preliminary resolution stating the reasons for his removal. The city manager may reply in writing and may request a hearing at a public meeting of the council, which shall be held not earlier than twenty (20) days nor later than thirty (30) days after the filing of such request. Pending such hearing the council may suspend the city manager from duty but may not suspend or reduce his salary. After such public hearing, if one be requested, and after full consideration, the council by majority vote of its members may adopt a final resolution of removal.

(b) The city manager's salary shall be fixed by the council.

Sec. 5.03. The city manager: Powers and duties.

The city manager shall be the chief executive officer and the head of the administrative branch of the city government. He shall be responsible to the council for the proper administration of all affairs of the city placed under his control by this Charter or by ordinance or resolution of the council, and to that end he shall:

(a) Appoint and remove any employee of the city, except as otherwise provided by this Charter and except as he, or she may authorize the head of a department to appoint and remove subordinates in such department.

(b) Prepare the annual budget and submit it to the council and be responsible for its administration after adoption.

(c) Prepare and submit to the council at the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year.

(d) Attend all meetings of the council, with the right to take part in the discussion, but having no vote.

(e) Keep the council advised of the financial condition and future needs of the city and make such recommendations as may seem to him desirable.

(f) Appoint, subject to the approval of the council, the city secretary.

(g) Perform such other duties as may be prescribed by this Charter or required of him by the council not inconsistent with this Charter.

(Ord. No. 2006-232, Amend. No. 8, 8-28-06, ratified 11-7-06)

Sec. 5.04. Absence of city manager.

To perform his duties during his temporary absence or disability, the [city] manager shall designate by letter filed with the city secretary a qualified administrative officer of the city. The administrative officer thus designated shall perform the duties of the [city] manager until he shall return or his disability shall cease or until the council by resolution designates another officer of the city to perform such duties.

Sec. 5.05. Administrative departments.

The city manager is hereby authorized to organize the employees of the city into various departments and divisions with the concurrence of the city council.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

Secs. 5.06, 5.07. Reserved.

Editor's note(s)—Ord. No. 79-86, § 2, adopted Dec. 11, 1979, and ratified Jan. 19, 1980, deleted former sections 5.06 and 5.07 which pertained to directors of departments and departmental divisions and were derived unamended from the Charter adopted Feb. 24, 1959.

ARTICLE VI. CITY ATTORNEY, MUNICIPAL COURT AND CITY AUDITOR

Sec. 6.01. City attorney: appointment.

The city attorney, who shall be head of the legal department, shall be a qualified attorney-at-law licensed to practice in the State of Texas. He, or she shall be appointed by the council, and serve at the pleasure of the city council. He, or she shall receive such compensation as may be fixed by the council.

(Ord. No. 2006-232, Amend. No. 9, 8-28-06, ratified 11-7-06)

Sec. 6.02. City attorney: powers and duties.

(a) The city attorney shall represent the city in all litigation and controversies and shall prosecute all cases brought before the municipal court. He, or she shall draft, approve or file his, or her written opinion on the legality of every proposed ordinance before it is acted upon by the council, and shall pass upon all documents, contracts and other legal instruments in which the city may have an interest.

(b) He, or she shall be the legal advisor of the city manager, city council, and of all boards, commissions, agencies, officers and employees with respect to any legal question involving their official powers or duties. He, or she shall perform such other duties as may be required by statute, by this Charter or by ordinance.

(c) The council may authorize the appointment of such assistant city attorneys as may be needed to perform the duties of this department. The city attorney may designate an assistant city attorney to act as city attorney in case of his or her temporary absence of not more than three weeks. The council may authorize the appointment of a temporary city attorney to act for the city attorney in the case of a longer temporary absence or disability.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 2006-232, Amend. No. 9, 8-28-06, ratified 11-7-06)

Sec. 6.03. Municipal court.

(a) There is hereby established a court which shall be known as the "Municipal Court No. 1 of the City of Denton." Municipal Court No. 1 shall have the jurisdiction and be conducted as a municipal court of record in accordance with Vernon's Texas Codes Annotated Texas Government Code subchapter FF, chapter 30, §§ 30.1211 through 30.01233 inclusive and applicable state law as these laws may now read or hereafter be amended. All costs and fines imposed by the municipal court shall be paid into the city treasury for the use and benefit of the city. The city council may, by ordinance, create additional municipal courts or municipal courts of record if so authorized under the provisions of applicable law.

(b) The municipal judge shall preside over the municipal court. The municipal judge shall be a qualified attorney-at-law licensed to practice in the State of Texas in good standing and shall have such other qualifications as required by subchapter FF of chapter 30 of the Texas Government Code and other applicable laws as these laws may now read or hereafter be amended. He or she shall be appointed by, and shall serve at the pleasure of the council. The municipal judge shall receive such compensation as may be fixed by the council. The municipal judge shall have all the powers and duties assigned to a municipal judge by the Charter, other city ordinances, subchapter FF of chapter 30 of the Texas Government Code, or other applicable state laws.

(c) There shall be one regularly scheduled session of the court each week and as many other sessions as, in the discretion of the municipal judge, may be necessary for the timely transaction of the business of the court.

(d) The council may appoint such assistant municipal judges or additional municipal judges as may be necessary to perform the duties of the municipal court or a temporary municipal judge to act for the municipal judge in the case of his or her temporary absence or disability, and such assistant, additional, or temporary municipal judge shall receive such compensation as may be set by the council. All such assistant, additional, or temporary municipal judges, when appointed, shall have all of the other powers and duties assigned to the municipal judge herein.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 99-057, Amend. No. 10, 2-16-99, ratified 5-1-99)

Sec. 6.04. City Internal Auditor.

The City Internal Auditor shall be appointed by the City Council, shall serve at the pleasure of the City Council, and shall perform such auditing duties herein described or as may be assigned by the Council. The position of the City Internal Auditor is to be held on a continuous, fulltime basis. On an interim basis, the City Council may engage external independent auditing resources to accomplish the Internal Audit function.

The City Internal Auditor is responsible for providing (a) an independent appraisal of City operations to ensure policies and procedures are in place and complied with, inclusive of purchasing and contracting; (b) information that is accurate and reliable; (c) that assets are properly recorded and safeguarded; (d) that risks are identified and minimized; and (e) that resources are used economically and efficiently, and that the City's objectives are being achieved.

The City Internal Auditor is responsible for directing all internal audit functions for the City of Denton to eliminate waste, fraud, and abuse.

(Ord. No. 2006-232, Amend. No. 9, 8-28-06, ratified 11-7-06; Ord. No. 2017-237 , § 1(Amend. C), 8-15-17, ratified 11-7-17; Ord. No. 2017-373 , § 2(Prop. C), 11-20-17)

ARTICLE VII. REVENUE AND TAXATION[2]

Sec. 7.01. Property subject to tax.

The city council is authorized to levy and collect taxes, to seize and sell property for delinquent taxes, to create tax liens, and to exercise all other powers and authority pursuant to the Tax Code, Vernon's Texas Codes Annotated and all other applicable laws as they now read or may hereafter be amended.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 99-057, Amend. No. 11, 2-16-99, ratified 5-1-99)

Sec. 7.02. Reserved.

Editor's note(s)—Ord. No. 99-057, Amend. No. 1, adopted February 16, 1999, ratified May 1, 1999, repealed § 7.02, which pertained to payment, delinquencies, and penalties, and derived from Ord. No. 79-86, § 2, adopted Dec. 11, 1979, ratified Jan. 19, 1980.

Sec. 7.03. Reserved.

Editor's note(s)—Ord. No. 99-057, Amend. No. 11, adopted February 16, 1999, ratified May 1, 1999, repealed § 7.02, which pertained to seizure and sale of property for delinquent taxes, and derived from Ord. No. 79-86, § 2, adopted Dec. 11, 1979, ratified Jan. 19, 1980.

Sec. 7.04. Reserved.

Editor's note(s)—Ord. No. 99-057, Amend. No. 11, adopted February 16, 1999, ratified May 1, 1999, repealed § 7.02, which pertained to tax liens, and derived from Ord. No. 79-86, § 2, adopted Dec. 11, 1979, ratified Jan. 19, 1980.

Sec. 7.05. Ratification.

All taxes heretofore assessed by the City of Denton are ratified and all ordinances relating to taxes now in force shall continue until amendment or repeal by the council.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

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[2]Editor's note(s)—Ord. No. 79-86, § 2, adopted Dec. 11, 1979, and ratified Jan. 19, 1980, deleted former sections 7.01—7.15 and 7.17—7.23 which pertained to the director of finance; procedures relative to accounting, payment of claims, purchasing, disbursement of funds, payment of claims and audits; the treasurer; the tax assessor-collector; the board of equalization and procedures relative to taxation and were derived from the Charter adopted Feb. 24, 1959, as amended by Ord. No. 76-12, Amend. No. 5, adopted April 5, 1976. Section 2 of Ord. No. 79-86 also renumbered former sections 7.16 and 7.24—7.29 as sections 7.01—7.07.

Sec. 7.06. General powers.

In addition to the powers herein conferred with reference to the assessment and collection of taxes, the City of Denton shall have and may exercise all powers and authority now conferred or that may hereafter be conferred upon cities having a population of more than five thousand (5,000) inhabitants by the general laws of the State of Texas.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

Sec. 7.07. Borrowing in anticipation of property taxes.

In any budget year, in anticipation of the collection of the property tax for such year, whether levied or to be levied in such year, the council may by resolution authorize the borrowing of money by the issuance of negotiable notes of the city, each of which shall be designated "Tax Anticipation Note for the Year 19___" (stating the budget year). Such notes shall not be renewable but shall mature and be paid not later than the end of the fiscal year in which the original notes have been issued.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

ARTICLE VIII. BUDGET

Sec. 8.01. Fiscal year.

The fiscal year of the city government which began on June 1, 1958, shall end on May 31, 1959. The next succeeding fiscal year shall begin on June 1, 1959, and end on September 30, 1959, and shall constitute an interim fiscal period. After September 30, 1959, the fiscal year of the city shall begin on the first day of October and end on the last day of September of each calendar year. The fiscal year established by this charter shall also constitute the budget and accounting year.

Sec. 8.02. Interim budget.

The city manager shall submit to the council an interim budget which shall be prepared, as nearly as practicable in accordance with the requirements for the budget document herein prescribed, for the interim fiscal period hereinabove established. Following the approval of such interim budget, the council shall enact such appropriation or other ordinances as may be necessary for the effectuation of the interim budget.

Sec. 8.03. Preparation and submission of budget.

Within the time period required by law, the city manager shall submit to the council a proposed budget for the ensuing fiscal year. The budget shall provide a complete financial plan for the fiscal year, and the budget shall be prepared on the basis of policy priorities defined by the council for the city manager at least one hundred twenty (120) days before the end of the fiscal year.

(Ord. No. 76-12, Amend. No. 6, 4-5-76; Ord. No. 2006-232, Amend. No. 10, 8-28-06, ratified 11-7-06)

Sec. 8.04. Public hearing on budget.

The council shall hold a public hearing on the proposed budget.. Any taxpayer of the municipality may attend and may participate in the hearing, which shall be set for a date after the fifteenth day after the date the proposed budget is filed with the city secretary but before the date the city council makes its tax levy. The council shall provide for public notice of the date, time, and location of the hearing. In addition to this notice, the city council shall publish notice before the public hearing related to the budget in at least one newspaper of general circulation in Denton County. This notice shall be published not earlier than the thirtieth or later than the tenth day before the date of the public hearing. The city council shall provide such other notice as may be required by state and all other applicable law. The city council may make such changes in the budget that it considers warranted by the law or by the best interests of the municipal taxpayers and may increase or decrease the items of the budget provided the total proposed expenditures shall not exceed the total anticipated revenue.

(Ord. No. 99-057, Amend. No. 12, 2-16-99, ratified 5-1-99)

Sec. 8.05. Adoption of budget.

The budget shall be finally adopted by the favorable votes of at least a majority of all members of the council after the conclusion of the public hearing. Should the council take no final action at the conclusion of the public hearing and before the end of the fiscal year, the budget as submitted by the city manager shall be deemed to have been finally adopted by the council.

(Ord. No. 99-057, Amend. No. 13, 2-16-99, ratified 5-1-99)

Sec. 8.06. Budget establishes appropriations and tax levy.

Upon final adoption, the budget shall be in effect for the budget year. Final adoption of the budget by the council shall constitute the official appropriation of the several amounts stated therein as proposed expenditures for the budget year. A copy of the budget as finally adopted shall be filed with the city secretary, the county clerk of Denton County and the state comptroller of public accounts in Austin. All appropriations that have not been expended or lawfully encumbered shall lapse at the end of the budget year.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

Sec. 8.07. Transfer of appropriations.

At any time during the fiscal year, the city manager may transfer any part of the unencumbered appropriation balance or the entire balance thereof between programs or general classifications of expenditures within an office, department, agency, or organizational unit. At any time during the fiscal year, at the request of the city manager the council may by resolution transfer any part of the unencumbered appropriation balance or the entire balance thereof from one office, department, agency, or organizational unit to another.

(Ord. No. 99-057, Amend. No. 14, 2-16-99, ratified 5-1-99)

Sec. 8.08. Amending the budget.

The budget may be amended for municipal purposes by the affirmative vote of at least five (5) members of the council, in accordance with applicable law.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 2006-232, Amend. No. 11, 8-28-06, ratified 11-7-06)

Sec. 8.09. Budget a public record.

The budget, budget message and all supporting schedules shall be a public record in the office of the city secretary open to public inspection. The city manager shall cause sufficient copies of the budget and budget message to be prepared for distribution to interested persons.

ARTICLE IX. BORROWING FOR PERMANENT IMPROVEMENTS

Sec. 9.01. Power to issue bonds.

(a) The City of Denton shall have the right and power to issue general obligation bonds to finance any capital project which it may lawfully construct or acquire or for any other legitimate public purpose. The general obligation bonded debt of the city shall only be increased by the consent of the majority of the qualified voters of the city voting at an election held for that purpose. A bond election shall be ordered and notice given by ordinance, consistent with the requirements for holding elections set forth in Article III of this Charter and in accordance with the applicable laws of the State of Texas as they now read or may hereafter be amended.

(b) The city shall have the power to issue revenue bonds against the anticipated revenues of any municipally-owned utility or other self-liquidating municipal function to pay the debt incurred on account of such utility or function. In no event shall revenue bonds be considered an indebtedness of the city nor be repaid from bonds secured by taxation.

(c) No bonds or warrants shall be issued to fund any overdraft or indebtedness incurred for current expenses of the city government.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 99-057, Amend. No. 15, 2-16-99, ratified 5-1-99)

Sec. 9.02. Bond ordinance and election.

(a) After approval by a majority of the qualified voters voting at a general obligation bond election called for the purpose of authorizing the issuance of general obligation bonded debt, the city shall authorize the issuance of such bonds by a bond ordinance passed by an affirmative vote of a majority of all members of the council. The city council may approve the issuance of revenue bonds without an election by authorizing the issuance of such bonds by bond ordinance passed by an affirmative vote of the majority of all members of the council.

(b) Before any bond ordinance is passed by the council an attorney or attorneys specializing in municipal bonds shall be retained by the city to advise with the council in all matters pertaining to the proposed bond ordinance, and no action shall be taken until a written instrument has been prepared by the bond attorneys certifying the legality of the proposal. The bond attorneys shall assist the city attorney and the council in preparing all ordinances and other legal instruments required in the execution and sale of any bonds issued.

(c) The election ordinance on a bond proposal shall provide for proper notice, the calling of the election and the propositions to be submitted. It shall distinctly specify:

    (1) The purpose for which the bonds are to be issued, and where possible, the probable period of usefulness of the improvements for which the bond funds are to be expended.

    (2) The amount thereof.

    (3) The rate of interest, if known.

    (4) The levy of taxes sufficient to pay interest and sinking fund.

(5) That the bonds to be issued shall mature serially within a given number of years.

(6) A determination of the net debt of the city after issuance of the bonds thereby authorized, together with a declaration that the bonds thereby authorized will be within all debt and other limitations prescribed by the Constitution and laws of the State of Texas.

(Ord. No. 99-057, Amend. No. 16, 2-16-99, ratified 5-1-99; Ord. No. 2006-232, Amend. No. 12, 8-28-06, ratified 11-7-06)

Sec. 9.03. Execution of bonds.

All bonds shall be signed by the mayor, countersigned by the city secretary, and imprinted with the seal of the city, and shall be payable at such time as may be fixed, not more than forty (40) years from their date.

Sec. 9.04. Sale of bonds.

All bonds shall be sold in accordance with applicable law.

(Ord. No. 2006-232, Amend. No. 13, 8-28-06, ratified 11-7-06)

Sec. 9.05. Sinking fund for general obligation bonds.

It shall be the duty of the council each year to levy a tax sufficient to pay the interest and provide the necessary sinking fund required by law on all general obligation bonds outstanding, and if a deficiency appears at any time in such fund the council shall, for the next succeeding year, levy an additional tax sufficient to discharge such deficiency.

Sec. 9.06. Bond register.

The director of finance shall prepare, maintain and cause to be filed in the office of the city secretary a complete bond register, showing all bonds, the date and amount thereof, the rate of interest, a schedule of maturity dates, and a record of all bonds and all other transactions of the council having reference to the refunding of any indebtedness of the city. When bonds or their coupons are paid, their payment or cancellation shall be noted in the register.

Sec. 9.07. Misapplication of bond funds.

Any officer or employee of the city who shall wilfully or knowingly, direct or use any funds arising from the issuance of any bond or sinking fund for any other purpose than that for which the fund is created or is herein otherwise authorized, shall be subject to prosecution as provided by the laws of the state on the diversion and conversion of funds belonging to any of the municipalities of the state.

Sec. 9.08. Assessments for improvements.

All of the terms, powers and applicable provisions of Chapter 9, Title 28, of the Revised Civil Statutes of the State of Texas, as now or hereafter amended, relating to assessments for street improvements are hereby adopted as a part of this charter and hereby constitute an alternative authority and method which the City of Denton may use in improving streets, alleys, and public places and levying assessments therefor; provided, the city shall have the power in all cases to make such improvements with its own forces if, in the opinion of the council, the work can be done more expeditiously or economically.

ARTICLE X. PLANNING AND ZONING

Sec. 10.01. Reserved.

Editor's note(s)—Ord. No. 79-86, § 2, adopted Dec. 11, 1979, and ratified Jan. 19, 1980, deleted former section 10.01 which pertained to the director of planning and was derived unamended from the Charter adopted Feb. 24, 1959.

Sec. 10.02. Planning and zoning commission.

(a) There shall be a planning and zoning commission which shall consist of seven (7) members, who, during their respective terms of office and for at least one year prior to beginning thereof, shall be residents of the City of Denton. They shall be appointed by the council for a term of two (2) years, provided four (4) members shall be appointed each odd-numbered year and three (3) members each even-numbered year.

(b) None of the appointed members shall hold any other public office or position in the city while serving on the planning and zoning commission. The planning and zoning commission shall elect its chairman from among its members. Seven (7) members shall serve without pay and shall adopt such rules and regulations as they deem best governing their actions, proceedings, deliberations, and the times and places of meetings, subject to council review.

(c) If a vacancy occurs in the city planning and zoning commission the council shall appoint a commissioner to fill such vacancy for the unexpired term.

(Ord. No. 76-12, Amend. No. 7, 4-5-76; Ord. No. 2006-232, Amend. No. 14, 8-28-06, ratified 11-7-06)

Sec. 10.03. Planning and zoning commission: Powers and duties.

(a) In addition to the powers and duties set forth in this charter, the planning and zoning commission shall have the powers and duties of a planning and zoning commission under state law, including without limitation those under Chapters 211 and 212 of the Texas Local Government Code, as may be amended from time to time, and shall perform such other powers and duties as may be assigned by the council. The planning and zoning commission may:

(1) Make, amend, extend and add to the master plan for the physical development of the city.

(2) Recommend to the council regulations governing the platting or subdividing of land within the city. (The applicable provisions of Chapter 212 of the Texas Local Government Code as now or hereafter amended, are hereby adopted and made a part of this charter, and shall be controlling on the planning and zoning commission.)

(3) Make recommendations to the council regarding proposed changes to the official map of the city and keep such map up-to-date so as to reflect any changes in the boundary or the zoning plan of the city.

(4) Make and recommend plans for the clearance and rebuilding of any slum districts or blighted areas within the city.

(5) Make recommendations to the council regarding proposed changes in the zoning plan and ordinance of this city and have all the power, duty and authority of a zoning commission as provided in Chapter 211

of the Texas Local Government Code, as now or as hereinafter amended, all of which are hereby adopted as a part of this charter.

(6) Submit annually to the City Manager prior to the beginning of the budget year, a list of recommended general obligation capital improvements which in the opinion of the Commission ought to be constructed during the forthcoming five (5) year period. (Such list shall be arranged in order of preference, with recommendations as to which projects should be constructed in which year, and the City Manager shall forthwith furnish a copy of such recommendations to each member of the Council.)

(7) Promote public interest in and understanding of the master plan and of planning, zoning, clearance of blighted areas and development of the city.

(8) Meet not less than once each month and keep a public record of its resolutions, findings and determinations.

(9) Hold such public hearings as it may deem desirable in the public interest and advise the council upon such matters as the council may request its advice.

(b) For the accomplishment of the foregoing purposes the planning and zoning commission is hereby empowered to:

(1) Require information which shall be furnished within a reasonable time from the other departments of the city government in relation to its work.

(2) Request additional assistance for special survey work of the city manager, who may at his discretion assign to the planning and zoning commission, employees of any administrative department or direct such department to make special studies requested by the commission.

(3) In the performance of its functions, enter upon any land and make examinations and surveys.

(4) Make and recommend plans for the replanning, improvement and redevelopment of neighborhoods or of any area or district which may be destroyed in whole or in part or seriously damaged by fire, earthquake, flood or disaster.

(Ord. No. 99-057, Amend. No. 17, 2-16-99, ratified 5-1-99; Ord. No. 2006-232, Amend. No. 15, 8-28-06, ratified 11-7-06)

Sec. 10.04. The master plan.

The master plan for the physical development of the city, with the accompanying maps, plats, charts, descriptive and explanatory matter, shall show the commission's recommendations for the development of city territory, and may include, among other things:

(a) The general location, character and extent of streets, bridges, parks, waterways and other public ways, grounds and spaces.

(b) The general location of public buildings and other public property.

(c) The general location and extent of public utilities, whether publicly or privately owned.

(d) The removal, relocation, widening, extension, narrowing, vacation, abandonment or change of use of such existing or future public ways, grounds, spaces, buildings, property or utilities.

(e) The general extent and location of public housing projects and slum-clearance projects.

Sec. 10.05. Legal effect of master plan.

Except in circumstances where plat approval is not required or the public improvement is so small as not to appear on the master plan, no street, park, or other public way, ground or space, no public building or structure and no public utility whether publicly or privately owned, shall be constructed or authorized in the City until and unless the location and extent thereof shall have been submitted to and approved by the Planning and Zoning Commission; provided that, in case of disapproval, the Commission shall within thirty (30) days communicate its reasons to the Council, which shall have the power to overrule such disapproval, and, upon such overruling, the Council or the appropriate office, department, or agency shall have the power to proceed.

(Ord. No. 99-057, Amend. No. 18, 2-16-99, ratified 5-1-99; Ord. No. 2006-232, Amend. No. 16, 8-28-06, ratified 11-7-06)

Sec. 10.06. Zoning.

(a) For the purpose of promoting health, safety, morals or the general welfare of the community, the council may by ordinance regulate and restrict the height, number of stories and size of buildings and other structures, the percentage of lot that may be occupied, the size of yards, courts and other open spaces, the density of population and the location and use of buildings, structures and land for trade, industry, residence or other purposes. Such ordinance shall provide that the board of adjustment may, in appropriate cases and subject to appropriate principles, standards, rules, conditions and safeguards set forth in the ordinance, authorize variances from and make special exceptions to the zoning regulations in harmony with their general purpose and intent.

(b) For any or all of said purposes the council may divide the city into districts of such number, shape and area as may be deemed best suited to carry out the purposes of this section; and within such districts it may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land. All such regulations shall be uniform for each district, but the regulations in one district may differ from those in other districts.

(c) Such regulations shall be made in accordance with a comprehensive plan and be designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health or the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, public convenience and other public requirements. Such regulations shall be made with reasonable consideration of the character of the district and its peculiar suitability for particular uses, and with a view of conserving the value of buildings and encouraging the most appropriate use of land throughout the city.

Sec. 10.07. Board of adjustment.

The city council shall by ordinance establish a board of adjustment which shall consist of at least seven (7) members who shall have the qualifications, powers, and duties and serve for the terms provided by the city council in an ordinance creating the board. All current members of the board of adjustment and the board shall continue to serve under the current provisions of the City Charter until such ordinance creating the board is enacted and effective.

(Ord. No. 99-057, Amend. No. 19, 2-16-99, ratified 5-1-99)

Sec. 10.08. Platting or subdivision control.

The planning and zoning commission shall recommend to the council the adoption of regulations governing the platting or subdividing within the city or within the area under the extraterritorial jurisdiction of the city, and the owner of every such subdivision shall comply with all of the provisions of Article 974a and 6626, Vernon's Texas Civil Statutes, 1948, [V.T.C.A., Local Government Code § 212.002 et seq. and V.T.C.A., Property Code § 12.001 et seq.] as now or hereafter amended. Such regulation may provide for the harmonious development of the city within the subdivided land with other existing or planned streets and ways or for conformance with the master plan or official map, for adequate open spaces, spaces for traffic, utilities, recreation, light and air and for the avoidance of congestion of population. Such regulations may include requirements as to the extent to which and the manner in which streets and other ways shall be graded and improved and water, sewer and other utility mains, piping, connections or other facilities shall be installed as a condition precedent to the approval of a subdivision.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 2006-232, Amend. No. 17, 8-28-06, ratified 11-7-06)

Sec. 10.09. Reserved.

Editor's note(s)—Ord. No. 79-86, § 2, adopted Dec. 11, 1979, and ratified Jan. 19, 1980, deleted former section 10.09 which pertained to the tentative approval of plats and was derived unamended from the Charter adopted Feb. 24, 1959.

Sec. 10.10. Building permits, use and occupancy certificates.

(a) The city shall have the power to prohibit the erection, construction or use of any building or structure of any kind within the city without a permit having first been issued, by the city, for the construction or erection of such building or structure, and without a use and occupancy certificate having been issued for the use actually made of such premises and structure and may authorize a fee to be charged for such permit. In pursuance of this authority the council may authorize the inspection of all buildings and structures during the progress of their construction or thereafter and may require new construction, renovation, or reconstruction to comply with all building regulations.

(b) For the purpose of preserving property values, protecting the public health, preventing the blighting of areas within the city, promoting safety and the public welfare the council may fix a minimum standard for the construction and use of housing accommodations and other structures within this city and prohibit the construction, erection and use of substandard housing and other substandard structures.

(Ord. No. 2006-232, Amend. No. 18, 8-28-06, ratified 11-7-06)

Sec. 10.11. Official map.

The council may by ordinance establish an official map of the city, on which shall be shown and indicated all public streets existing and established by law at the time of the establishment of the official map.

Sec. 10.12. Slum clearance and rehabilitation of blighted areas.

The council may, after receiving a recommendation from the planning and zoning commission adopt, modify and carry out plans for the clearance of slum districts and blighted areas within the city and, for the accomplishment of this purpose, may acquire by purchase or condemnation all privately owned lands, buildings and other real property interests within the district; may establish, locate, relocate, build and improve the streets

and other public open spaces provided for in the plan; may maintain, operate, lease or sell said buildings or any of them; may sell the land or any part thereof designated for buildings and private open spaces upon such terms and conditions and subject to such restrictions as to building uses and open spaces as will substantially carry out and effect the plan.

(Ord. No. 2006-232, Amend. No. 19, 8-28-06, ratified 11-7-06)

ARTICLE XI. PARKS AND RECREATION

Sec. 11.01. Reserved.

Editor's note(s)—Ord. No. 79-86, § 2, adopted Dec. 11, 1979, and ratified Jan. 19, 1980, deleted former section 11.01 which pertained to the director of parks and recreation and was derived unamended from the Charter adopted Feb. 24, 1959.

Sec. 11.02. Park and recreation board.

The city council shall by ordinance establish a board which shall advise the council on parks and recreation and which shall consist of at least seven (7) residents of the city who shall have the qualifications, duties, and powers and serve for the terms provided by the city council in the ordinance creating the board. All current members of the parks and recreation board and the board shall continue to serve under the current provisions of the City Charter until the ordinance creating the board is enacted and effective.

(Ord. No. 99-057, Amend. No. 20, 2-16-99, ratified 5-1-99)

ARTICLE XII. PUBLIC UTILITIES

Sec. 12.01. General powers respecting utilities.

(a) The City of Denton may license, regulate, fix the rates, control and supervise public utilities of all kinds.

(b) In addition to such public utilities as it may now own, the City of Denton may own, acquire, construct, maintain, and operate any other public utility that may be approved by a majority of the qualified voters of the City voting therefor at an election held for such purpose; and shall have power for the purpose of operating and maintaining any such utility, and for distributing such service throughout the city or any portion thereof, but in such condemnation proceedings no allowance shall be made for the value of any franchise and only the actual physical assets shall be purchased by the City.

Sec. 12.02. Rates.

The city shall have the power, subject to limitations imposed by state law and this Charter, to fix and, from time to time, revise such rates and charges as it may deem advisable for supplying such utility services as the city may provide. The utilities shall provide no free services; the rates and charges for services to city departments and other public agencies shall be the same as the regular rates and charges fixed for similar services to consumers generally. The rates and charges for services to consumers outside the corporate limits of the city may be greater but shall not be less than the rates and charges for similar service to consumers within the corporate limits of the city.

Sec. 12.03. Excess revenues of utility systems.

(a) Any money remaining in the "System Fund" after all necessary expenses of operation and maintenance of the utility systems, including salaries, labor and materials, have been paid, upon proper approval, and after all payments have been made into the several funds required and provided to be made by the ordinance or ordinances authorizing the issuance of any revenue bonds of the city, now outstanding or hereafter authorized and issued which may be payable from and secured by a pledge of the net earnings of the light, water or sewer systems, shall be deemed "Excess Revenues" for the purposes of this section. "System Fund" as used herein shall mean the fund (or funds as may be required by outstanding bond issues) into which are deposited the gross incomes derived from the operation of the above named utility systems.

(b) Excess Revenues shall be utilized at the times and for the purposes as follows:

(1) After all of the requirements of the various funds have been met, there shall be computed a return on the net investment in the utility system. The "Net Investment" figure used in these computations shall be taken from the independent audit of the utility systems for the last fiscal period. The city shall be entitled to receive annually on the net investment from excess revenues, if any, not more than six (6) percent of the net investment.

(2) Any remaining excess revenues shall be used for the redemption and retirement of utility revenue bonds, as they become available at not more than fair market value. If utility revenue bonds are not available, these funds shall immediately be invested in short-term United States Government securities or at the option of the city, placed on time deposit in the city depository to draw interest. As utility revenue bonds become available, sufficient United States Government securities shall be sold or time deposits withdrawn to purchase the longest maturities available on the market.

Sec. 12.04. Disposal of utility properties.

No sale, conveyance, lease, or other alienation of the entire assets of any utility system or any part thereof essential to continued effective utility service, shall ever be made unless such sale, lease, or disposal is approved by a majority vote of all the qualified voters voting in an election held for that purpose in the City of Denton.

(Ord. No. 99-057, Amend. No. 22, 2-16-99, ratified 5-1-99)

Sec. 12.05. Cooperation of other city departments.

The [public utilities] board shall have the right to request the services of any officer or department of the city government; provided, however, that the utility system shall pay out of its revenues a proportionate part of the expenses of the department used in an amount agreed upon by the city manager and the board. If they fail to agree, the final decision on any such expenses shall be made by the city council.

Sec. 12.06. Reserved.

Editor's note(s)—Ord. No. 79-86, § 2, adopted Dec. 11, 1979, and ratified Jan. 19, 1980, deleted former section 12.06 which pertained to the director of utilities and was derived unamended from the Charter adopted Feb. 24, 1959.

Sec. 12.07. The public utilities board.

(a) There is hereby created a public utilities board to be composed of seven (7) members, or as many members as there are councilmembers, whichever is greater, appointed by the council for four-year terms and until

their respective successors have been appointed and qualified. Members of the board may be removed by the council only for cause and only after charges have been filed and published and the member has been given a reasonable opportunity to defend himself in an open public hearing before the council. Vacancies shall be filled for any unexpired term in the same manner as provided for regular appointments.

(b) The city manager and director of utilities shall be ex officio members of the board. They shall attend all meetings of the board and shall have the right to discuss any matter that is under consideration by the board but shall have no vote.

(c) Members of the public utilities board shall have the same qualifications as are required by membership on the city council.

(d) At its organizational meeting, and annually thereafter as soon as the newly appointed member (or members) has qualified; the board shall select from its own membership a chairman, vice-chairman, and secretary. A majority of the regularly appointed members shall constitute a quorum. The board shall determine its own rules and order of business. The board shall meet at least once each month; all meetings shall be conducted in accordance with the Texas Open Meetings Act, chapter 551 of the Texas Government Code, as it may now read or hereafter be amended and all other applicable laws and a permanent record of proceedings shall be maintained, except as otherwise provided by law.

(Ord. No. 76-12, Amend. No. 8, 4-5-76; Ord. No. 99-057, Amend. No. 23, 2-16-99, ratified 5-1-99; Ord. No. 2006-232, Amend. No. 20, 8-28-06, ratified 11-7-06)

Sec. 12.08. Powers and duties of the public utilities board.

(a) The board shall serve the department of utilities and city council as a consulting, and advisory board.

(b) The annual budget for the department of utilities shall be prepared by the director and submitted to the board in the form required by the city manager. The board shall review the budget, make such changes therein as they deem appropriate, then return it to the director who shall deliver it to the city manager for incorporation without any changes, in the proposed general budget of the city and transmission to the council.

(c) The public utilities board is hereby authorized to expend such funds for information and advertising as shall be budgeted for this purpose.

(d) All actions recommending expansion of the system and the making of additions and betterments thereto or extensions thereof, the incurring of indebtedness, the issuance of bonds, and the fixing of rates and charges for utility services shall be submitted to the board for review and approval; provided, that in case of disapproval, the board shall within thirty (30) days communicate the reasons for its disapproval to the council, which shall have the power to overrule such disapproval, and, upon such overruling, the council or the appropriate department shall have power to proceed; and provided further that all rates and charges for utility services shall be reviewed by the board and revised or reenacted by the council at intervals not exceeding five (5) years and beginning with the year 1960.

(e) The board shall submit annually to the planning and zoning commission (for incorporation in its report), prior to the beginning of the budget year, a list of recommended capital improvements, which in the opinion of the board ought to be constructed during the forthcoming five (5) year period. Such list shall be arranged in order of preference, with recommendations as to which projects should be constructed in which year.

(f) It shall be the duty of the board to act in an advisory capacity to the council, with authority to hold public hearings and to study and recommend policies relating to the operation, promotion, enlargement, future planning and such other matters involving city-owned utilities as may be referred to it by the council. At intervals not exceeding ten (10) years the council shall at the expense of the utilities involved, cause a

general management survey to be made of all utilities under the jurisdiction of the board by a competent management consulting or industrial engineering firm, the report and recommendations of which shall be made public; provided, that the first such survey shall be made within three (3) years of the effective date of this Charter.

(Ord. No. 2006-232, Amend. No. 21, 8-28-06, ratified 11-7-06)

ARTICLE XIII. FRANCHISES

Sec. 13.01. Franchises: public utilities.

(a) The city council may by ordinance grant, renew and extend all franchises of all public utilities operating within the city, and, with the consent of the franchise holder, amend such franchise. No franchise shall ever be granted for a longer term than twenty (20) years. No franchise for a term of twenty (20) years shall be granted except upon the condition that the City of Denton shall have the right, at any time after the expiration of eighteen (18) years, to purchase the property of such franchise holder, or cause a purchaser to buy such property and thereby terminate or transfer the franchise and all privileges enjoyed thereunder, provided that the purchase when made by the city shall not in the case of a fixed term franchise take effect until the expiration of twenty (20) years from the time such franchise was granted.

(b) The city shall have the power to provide and fix in any franchise the amount or amounts (or the basis for determining the same), to be paid in case it shall buy or cause a purchaser to buy any such property.

(c) Every ordinance granting, amending, renewing or extending a public utility franchise shall be passed by a majority vote of the entire city council at three (3) regular meetings of the council; no such ordinance shall take effect until thirty (30) days after its final passage; pending such time the full text of the ordinance shall be published once each week for three (3) consecutive weeks in the official newspaper published in the City of Denton, and the expense of such publication shall be borne by the grantee of the franchise; and such ordinance shall be subject to referendum as provided in Article IV of this Charter. No public utility franchise shall be transferable except with the approval of the council expressed by ordinance.

(d) After due notice and hearing, the council may by ordinance cancel or repeal a public utility franchise for failure of the grantee to comply with the terms of the franchise.

Sec. 13.02. Franchises: use of streets.

The city may by ordinance grant franchises or permits for the use and occupancy of streets, avenues, alleys or other public grounds belonging to or under the control of the city. Before such ordinance can become effective it shall be passed by a majority vote of the entire city council at two (2) regular meetings of the council; no such ordinance shall take effect until twenty-one (21) days after its final passage; pending such time the full text of the ordinance shall be published once each week for two (2) consecutive weeks in the official newspaper of the City of Denton, and the expense of such publication shall be borne by the grantee of the franchise and such ordinance shall be subject to referendum as provided in Article IV of this Charter.

Sec. 13.03. Franchise fee.

The holder or grantee of any franchise or license to use public streets, alleys, highways, or other public property may be required, as compensation for the right or privilege enjoyed, to pay to the City of Denton each year such reasonable sum (not less than two (2) percent of the gross receipts of the business pursued by the holder of the franchise earned for service rendered in the City of Denton), or to pay compensation, rent, or any other fee or charge authorized by law, including, without limitation, specific charges per service line, access line

fees, and all other legally permissible charges for the use of its streets, alleys, highways, and other public property, as the council may determine by ordinance or by contract with any such utility, which compensation shall be in addition to all ad valorem and corporation taxes paid by the utility.

(Ord. No. 99-057, Amend. No. 24, 2-16-99, ratified 5-1-99)

Sec. 13.04. Regulation of utilities.

The city council shall have the power and the duty to:

(a) Determine, fix and regulate the charges, fares or rates of all public utilities operating within the city, provided the council shall not prescribe any rate of compensation which will yield more than a fair return upon the fair value of the physical property used and useful in rendering service to the public.

(b) Require such franchise holders who request an increase in rates, charges or fares to reimburse the city for reasonable expenses incurred in employing independent rate consultants to conduct investigations, present evidence and advise the council on such requested increase.

(c) Prescribe reasonable standards of service and quality of products to be furnished by each utility and prevent unjust discrimination.

(d) Require such extensions of plant and service and such maintenance of plant and fixtures as may be necessary to provide adequate and efficient service.

(e) Collect from every public utility operating in the city its fair and just proportion of the expense of excavating, grading, paving, repaving, constructing, reconstructing, draining, repairing, maintaining, lighting, sweeping and sprinkling such portions of the alleys, bridges, culverts, viaducts and other public places and ways of the city as may be occupied or used in whole or in part by such utilities; or compel such public utility to perform, at its own expense, its just share of such excavating, grading, paving, repaving, constructing, reconstructing, draining, repairing, maintaining, lighting, sweeping and sprinkling.

(f) Prescribe the form of accounts which shall be kept by each utility; provided, that if the utility shall keep its accounts in accordance with the uniform system of accounts for said utility as prescribed by the National Association of Railroad and Public Utility Commissioners, the Federal Power Commission, the Federal Communications Commission, the Railroad Commission of Texas, or their respective successors, this shall be deemed sufficient compliance with this paragraph.

(g) Examine or cause to be examined at any time the accounts and other records of any utility operating within the city for the purpose of ascertaining any fact relating to the business done by such utility and pertinent to the council's power of regulation.

(h) The council shall provide means and prescribe regulations for independent testing of all gas, water, light and other public utility meters on complaint of any person who may be dissatisfied with the readings of the employees of those utilities, whether owned by private corporations or by the City of Denton.

(i) Enact and enforce such reasonable regulations and restrictions as may be deemed desirable or conducive to the safety, welfare and accommodation of the public.

(j) The City of Denton shall have power to prohibit the use of any street, alley, highway, boulevard or grounds of the city by any telegraph, telephone, electric light, street railway, interurban railway, gas company or any other character of public utility without first obtaining the consent of the governing authorities expressed by ordinance, and upon paying such compensation as may be prescribed and upon such conditions as may be provided for by such ordinances, and the City of Denton shall have the

power to require all telegraph, telephone and electric light companies to place their wires underground.

(k) Require each utility operating in the city to file with the city such reports and other information pertaining to its operations that are required by its franchise agreement with the city, this Charter, city code, other applicable laws, or that may be required from time to time by the council.

(l) Fix appropriate penalties to enforce compliance with all rules and regulations enacted by the council.

(m) Give due notice and a fair hearing to persons or corporations to be affected by such rules and regulations before they shall be adopted.

(Ord. No. 2006-232, Amend. No. 22, 8-28-06, ratified 11-7-06; Ord. No. 2006-297, § 2, 10-3-06, ratified 11-7-06)

Sec. 13.05. Other conditions.

All franchises heretofore granted are recognized as contracts between the City of Denton and the grantee, and the contractual right as contained in any such franchise shall not be impaired by the provisions of this Charter, except that the power of the City of Denton to exercise the right of eminent domain in the acquisition of any utility property is in all things reserved, and except the general power of the city heretofore existing and herein provided for to regulate the rates and services of a grantee which shall include the right to require proper and adequate extension of plant and service and the maintenance of the plant and fixtures at the highest reasonable standard of efficiency. Every public utility franchise hereafter granted shall be held subject to all of the terms and conditions contained in the various sections of this Article whether or not such terms are specifically mentioned in the franchise. Nothing in this Charter shall operate to limit in any way, as specifically stated, the discretion of the council or the electors of the city in imposing such terms and conditions as may be reasonable in connection with any franchise grant.

Sec. 13.06. Franchise records.

The city secretary shall compile and maintain a public record of all franchises heretofore or hereafter granted by the City of Denton.

ARTICLE XIV. GENERAL PROVISIONS

Sec. 14.01. Reserved.

Editor's note(s)—Ord. No. 79-86, § 2, adopted Dec. 11, 1979, and ratified Jan. 19, 1980, deleted former section 14.01 which pertained to the health officer and was derived unamended from the Charter adopted Feb. 24, 1959.

Sec. 14.02. Publicity of records.

All public records collected, assembled, or maintained by the city in accordance with the transaction of official business shall be available to the public during normal business hours, subject to the exceptions and regulations authorized by applicable state law.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

Sec. 14.03. Official newspaper.

The city council shall annually select and designate by resolution the official newspaper of the city in which all ordinances and official notices that are required to be published shall be published.

Sec. 14.04. Ethics Ordinance Requirement.

The City Council shall adopt an ethics ordinance. The ethics ordinance shall prohibit the use of public office for private gain and shall incorporate the conflict of interest standards that appear in V.T.C.A., Local Government Code, Ch. 171 and all state law as presently exist or may be hereafter amended or adopted. The Council may adopt more stringent standards than those that appear in state law, but the ethics ordinance shall at a minimum include the following components:

(1) Definition of a prohibited improper economic interest and personal gain;

(2) Definition of recusal and improper participation when a potential conflict of interest is present;

(3) Avoidance of appearance of conflict of interest; and

(4) Administration and enforcement of ethics ordinance, including the power to subpoena witnesses and documents, coupled with strong and meaningful remedies for infraction.

(Ord. No. 2017-237 , § 1(Amend. D), 8-15-17, ratified 11-7-17; Ord. No. 2017-373 , § 2(Prop. D), 11-20-17)

Editor's note(s)—Ord. No. 2017-237 , § 1(Amend. D), adopted August 15, 2017, ratified 11-7-17 repealed the former §§ 14.04, 14.05 and enacted a new § 14.04 as set out herein. The former §§ 14.04, 14.05 pertained to personal interest and nepotism and derived from Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80; Ord. No. 99-057, Amend. No. 25, 2-16-99, ratified 5-1-99; Ord. No. 2006-232, Amend. No. 23, 8-28-06, ratified 11-7-06.

Sec. 14.05. Reserved.

Editor's note(s)—See Editor's Note for § 14.04.

Sec. 14.06. Oath of office.

Every officer of the city shall before entering upon the duties of his office take and subscribe to the following oath or affirmation, to be filed and kept in the office of the city secretary:

"I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the City of Denton, Texas, and will to the best of my ability preserve, protect and defend the Constitution and laws of the United States and of this State and the Charter and ordinances of this City; and I furthermore solemnly swear (or affirm) that I have not directly or indirectly paid, offered or promised to pay, contributed or promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. (or if the office is one of appointment, "to secure my appointment.") So Help Me God."

Sec. 14.07. Continuation of present offices.

All persons holding administrative office either by election or appointment at the time this Charter becomes effective shall continue in office and in the performance of their duties until provision shall have been made in accordance therewith for the performance of such duties or the discontinuance of such office. The powers conferred and the duties imposed upon any office, department or agency of the city by the laws of the state shall,

if such office, department or agency be abolished by this Charter or under its authority, be thereafter exercised and discharged by the office, department or agency designated by the council unless otherwise provided herein.

Secs. 14.08, 14.09. Reserved.

Editor's note(s)—Ord. No. 79-86, § 2, adopted Dec. 11, 1979, and ratified Jan. 19, 1980, deleted former sections 14.08 and 14.09 which pertained to the commissioners and mayor holding office when the present Charter was adopted and which were derived unamended from said Charter adopted on Feb. 24, 1959.

Sec. 14.10. Continuance of contracts and public improvements.

All contracts entered into by the city, or for its benefit, prior to the taking effect of this Charter, shall continue in full force and effect. Public improvements for which legislative steps have been taken under laws or charter provisions existing at the time this Charter takes effect may be carried to completion as nearly as practicable in accordance with the provisions of such existing laws and charter provisions.

Sec. 14.11. Effect of charter on existing law.

All ordinances, resolutions, rules and regulations now in force under the city government and not in conflict with any provisions of this Charter shall remain in force under this Charter until altered, amended or repealed by the council after this Charter takes effect.

Sec. 14.12. Severable provisions.

If any section, subsection, sentence, clause or phrase of this Charter, or the application thereof to any person or circumstance, is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provisions or applications of this Charter which can be given effect without the invalid provision or application, and to this end the provisions of this Charter are declared severable.

Sec. 14.13. Amending the charter.

Amendments to this Charter may be framed and submitted to the voters of the city in the manner provided by Vernon's Texas Codes Annotated, Texas Local Government Code Chapter 9 and all other applicable laws, as they now read or may hereafter be amended.

(Ord. No. 99-057, Amend. No. 26, 2-16-99, ratified 5-1-99)

Sec. 14.14. Submission of charter to electors.

The Charter Commission in preparing this Charter finds and decides that it is impracticable to segregate each subject so as to permit a vote of "yes" or "no" on the same, for the reason that the Charter is so constructed that in order to enable it to work and function it is necessary that it should be adopted in its entirety. For these reasons the Charter Committee directs that this Charter be voted upon as a whole and that it shall be submitted to the qualified voters of the City of Denton at an election to be held for that purpose on the 24th day of February, 1959.

Sec. 14.15. When provisions take effect.

If a majority of the qualified voters voting in such election shall vote in favor of the adoption of this Charter the present city commission, after canvassing the returns, shall enter an official order upon the records of the city

declaring the same adopted and this Charter shall be in full force and effect on and after the date of official adoption.

We, the undersigned members of the Denton Charter Commission, heretofore duly elected to prepare a Charter for the City of Denton, Texas, do hereby certify that this publication constitutes a true copy of the proposed Charter for the City of Denton, Texas, as unanimously adopted by the members thereof.

SAM B. McALISTER, Chairman

STANLEY A. MUNSON, Vice Chairman

ETHELYN DAVIS, Secretary

Tom Harpool	Walter B. McClurkan
Don Robinson	H. W. Kamp
Roland Laney	James R. Reed
M. G. Ramey	David Mulkey
W. D. Barrow	Mrs. W. F. "Pat" Hamilton
Lee E. Johnson	Paul P. Young

Sec. 14.16. Boards and commissions.

Members of boards and commissions of the City of Denton shall serve at the pleasure of the council. Members of such boards and commissions may be removed by the council only for cause and only after being given notice by the council.

(Ord. No. 79-86, § 2, 12-11-79, ratified 1-19-80)

CHARTER COMPARATIVE TABLE ORDINANCES

This table shows the location of the sections of the basic Charter and any amendments thereto.

Ordinance Number	Date	Election Date	Section	Section this Code
	2-24-59		1.01—14.16	1.01—14.16
76-12	4- 5-76		Amend. No. 1	2.01
				3.04
			Amend. No. 2	2.04
			Amend. No. 3	2.06
			Amend. No. 4	2.08
			Amend. No. 6	8.03
			Amend. No. 7	10.02
			Amend. No. 8	12.07
79-86	12-11-79	1-19-80	2	2.01—2.03
				2.05, 2.06
				2.08
				3.01
				3.04
				4.13
				4.16

				5.01
				5.05
				6.02, 6.03
				7.01—7.07
				8.06
				8.08
				9.01
				10.08
				14.02
				14.04
				14.16
99-057	2-16-99	5- 1-99	Amend. No. 2	1.05
			Amend. No. 3	1.06
			Amend. No. 4	1.07
			Amend. No. 5	2.02
			Amend. No. 6	2.04
			Amend. No. 7	3.01
			Amend. No. 8	3.02
			Amend. No. 9	3.04
			Amend. No. 10	6.03
			Amend. No. 11	7.01
			Rpld	7.02, 7.03, 7.04
			Amend. No. 12	8.04
			Amend. No. 13	8.05
			Amend. No. 14	8.07
			Amend. No. 15	9.01(a)
			Dltd	9.01(d)
			Amend. No. 16	9.02(a)
			Amend. No. 17	10.03(a)(6)
			Amend. No. 18	10.05
			Amend. No. 19	10.07
			Amend. No. 20	11.02
			Amend. No. 22	12.04
			Amend. No. 23	12.07(a), (d)
			Amend. No. 24	13.03
			Amend. No. 25	14.04
			Amend. No. 26	14.13
2006-232	8-28-06	11- 7-06	Amend. No. 2	1.06(f)
			Amend. No. 3	2.05(a)
			Amend. No. 4	2.07
			Amend. No. 5	2.08
			Amend. No. 6	2.09(b)
			Amend. No. 7	3.01(a)
			Amend. No. 8	5.03
			Amend. No. 9	6.01

				6.02
				6.04
			Amend. No. 10	8.03
			Amend. No. 11	8.08
			Amend. No. 12	9.02(a)
			Amend. No. 13	9.04
			Amend. No. 14	10.02
			Amend. No. 15	10.03
			Amend. No. 16	10.05
			Amend. No. 17	10.08
			Amend. No. 18	10.10(a)
			Amend. No. 19	10.12
			Amend. No. 20	12.07(d)
			Amend. No. 21	12.08(a)
				12.08(e)
			Amend. No. 22	13.04
			Amend. No. 23	14.05
2006-297	10- 3-06	11- 7-06	2	13.04
2009-199	9- 1-09	11- 3-09	Amend. No. 1	2.01(a)
			Amend. No. 2	2.02(a)(2)
			Amend. No. 3	2.03
				2.04
			Amend. No. 4	2.10
2017-237	8-15-17	11- 7-17	Amend. A	2.02(a)
			Amend. C	6.04
			Amend. D Rpld	14.04, 14.05
			Added	14.04
			Amend. E Added	2.02(c)
2017-373	11-20-17	11- 7-17	Prop. A	2.02(a)
			Prop. C	6.04
			Prop. D Rpld	14.04, 14.05
			Added	14.04
			Prop. E Added	2.02(c)

RESOLUTION NO. 24-1158

A RESOLUTION OF THE CITY OF DENTON CREATING A CHARTER REVIEW COMMITTEE AND SETTING FORTH THE CHARGES OF THE 2024-2025 CHARTER REVIEW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 20, 2024, City Council began selecting sections of the Charter to be amended and gave staff direction to proceed with providing Council with information on specific sections of the Charter; and

WHEREAS, on March 19, 2024, April 2, 2024, April 16, 2024, and May 7, 2024, based on Council direction, staff provided Council with specific sections and timeframes to be considered for a Charter review; and

WHEREAS, on May 21, 2024, staff presented Council with a summary of the structure, scope and all charges to be provided to the advisory Charter Review Committee and Council gave staff direction to move forward with said committee structure, scope and charges; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The recitals and findings contained in the preamble of this Resolution are incorporated into the body of this Resolution.

SECTION 2. A Charter Review Committee is hereby created to consider and advise the City Council on whether and in what manner to revise the City Charter based on the charges set forth in Section 6 of this Resolution.

SECTION 3. The Charter Review Committee shall be comprised of 14 members. Charter Review Committee members may have dual membership on any other board or commission of the City, except no member shall be a member of the Planning and Zoning Commission. Each Council member will nominate two individuals to serve on the Charter Review Committee. For Council member places 1, 2, 3, and 4, Charter Review Committee nominees/appointees shall be residents of the Council member's respective district. For Council member places 5, 6, and 7, Charter Review Committee nominees/appointees may reside in any district of the City. City Council shall appoint all committee members.

SECTION 4. A quorum of the Charter Review Committee shall be 8 members and all committee recommendations will be made by a majority vote of the whole committee. The committee shall appoint a Chair and Chair Pro Tem upon convening.

SECTION 5. The Chair of the Charter Review Committee may create subcommittees. All subcommittees shall consist of at least 7 members of the Charter Review Committee. Subcommittees shall make recommendations to the entire Charter Review Committee pursuant to assigned topics. The Chair of the Charter Review Committee shall appoint the chair and all members of each subcommittee. Recommendations of the subcommittee can only be passed by majority vote of the subcommittee.

SECTION 6. The charges of the Charter Review Committee are:

A. To consider and advise the City Council of Denton on whether and in what manner to revise the current City Charter provisions to resolve conflicts with state law, where applicable.
B. To consider and advise the City Council of Denton on whether and in what manner to revise the current City Charter provisions to resolve vague/unclear language, where applicable.
C. To consider and advise the City Council of Denton on whether and in what manner to revise the current City Charter provisions to replace all instances of gendered language with non-gendered language.
D. To consider and advise the City Council of Denton whether and in what manner to revise the current City Charter provisions of Article II, Section 2.01 of the Denton City Charter as to modify the mix of single member and at-large districts.
E. To consider and advise the City Council of Denton whether and in what manner to revise the current City Charter provisions of Article II, Section 2.01 of the Denton City Charter as to increase the two-year term provision to either three or four-year terms, as allowed by State law.
F. To consider and advise the City Council of Denton whether and in what manner to revise the current City Charter provisions of Article II, Section 2.01 of the Denton City Charter as to the addition of new council seats based on population size and projected growth.
G. To consider and advise the City Council of Denton whether and in what manner to revise the current City Charter provisions of Article II, Section 2.02 of the Denton City Charter so as to consider modifying the Mayor and Council stipend.
H. To consider and advise the City Council of Denton whether and in what manner to revise the current City Charter provisions of Article IV, Section 4.12 as to require a statement less than 200 words on the grounds of removal for recall petitions.
I. To consider and advise the City Council of Denton whether and in what manner to revise the current City Charter provisions of Article VI, Section 6.03 as to increase the two-year term of the Municipal Judge to a four-year term.
J. To consider and advise the City Council of Denton whether and in what manner to revise the current City Charter provisions of Article XIV, Section 14.04 as to modify the Ethics Ordinance requirements.
K. To have the discretion to review additional sections of the City Charter not listed in the above charges and consider and advise the City Council of Denton whether and in what manner to revise the current City Charter.

SECTION 7. The Charter Review Committee shall perform its functions in accordance with the intent of this Resolution. The Charter Review Committee members shall serve at the pleasure of the City Council until successors are duly appointed and approved by the Denton City Council.

SECTION 8. Any matters not addressed by this Resolution shall be governed by the "City of Denton Handbook for Boards, Commissions and Council Committees."

SECTION 9. The City Manager, or designee, will provide guidance and assistance to the Charter Review Committee and be responsible for ensuring that records are maintained in accordance with the requirements of the City Secretary's Office. The City Attorney shall provide legal counsel to the Charter Review Committee and subcommittees.

SECTION 10. Upon completion of the aforementioned charges, or on February 14, 2025, whichever is sooner, the Charter Review Committee shall be dissolved without further action of the City Council.

SECTION 11. This Resolution shall become effective immediately upon its passage and approval.

The motion to approve this resolution was made by Brian Beck and seconded by Brandon Chase McGee, the resolution was passed and approved by the following vote [4 - 2]:

	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 4th day of June, 2024.

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Charter Review Committee Recommendations

Background

- August 2023: Two-Minute Pitch
- December 2023: Council provided approval to move forward with a Charter Review Committee and Charter Amendment Election.
- January 2024: Council provided direction on the timeline and makeup of the Charter Review Committee.
- February – May 2024: Council provided direction on the content of the Charter Review Committee charges through five work sessions.
- June 2024: Council approves creation of the Charter Review Committee and issued charges for the committee to review.
- July – November 2024: Charter Review Committee considered the committee charges and provided recommendations on each item through eight meetings.

Overview

- Staff will present the committee's recommended Charter Amendments, proposed ballot language, and financial impact estimate of each item.
- Seeking direction on the recommendations. If there are any modifications to the recommendations or outstanding items, they will be presented at the December 17 Work Session.
- Council direction will inform the final ballot language and calling of the election through ordinance at the January 14 Council Meeting.
- **Council Rules of Procedure 2-29 Part (i) Section (1)(a):**

  Charter amendment—Five (5) votes: Ordinances submitting proposed Charter amendments must be adopted by a two-thirds (⅔) vote of the council.

Committee Process

- The Charter Review Committee held eight meetings between July and November 2024.
- The Committee reviewed each charge put forward by Council with a staff presentation, committee discussion, and recommendation vote.
- Per the enacting and charging resolution, all recommendations brought forward by the committee required an eight-person majority.
- Charge K enabled the committee to review additional items not included in the charges.
  - The committee submitted and considered several additional items.
  - The last recommendation is an additional item that received consensus to put forward as a recommendation.

Committee Recommendations

Charter-Perfecting Charges

Exhibit 2: Summary and explanation of the proposed changes

A. Resolve conflicts with state law
B. Resolve vague or unclear language
C. Replace gendered language with non-gendered language

Proposed ballot language:

Shall the City Charter be amended to resolve conflicts with state law and modify vague or unclear language? (combined charges A and B)

Shall the City Charter be amended to replace all instances of gendered language with non-gendered language?

D. Modify the mix of single and at-large districts
F. Additional Council seats based on population size and estimated growth

The Committee recommends amending the Charter to convert the Council from four single-member geographical districts, two at-large districts, and an at-large mayor to eight single-member geographical districts and the mayor elected at-large. (8-4)

Ballot Language:

Shall the City Charter be amended to convert the Council from four (4) single-member geographical districts, two (2) at-large districts, and an at-large mayor to eight (8) single-member geographical districts and the mayor elected at-large?

Financial Impact Estimate (Exhibit 3):

The City of Denton estimates the implementation of the proposition would have a financial impact of $284,105 - $584,105 for implementation and $109,679 annually.

*If Council moves forward with this item, implementation will be discussed at the Dec. 17 meeting.

E. Increase the Council term to 3 or 4 years

- The Committee recommends not increasing to the two-year Council term to either a three or four-year term. (10-1)
- No ballot language.
- No financial impact.

G. Modify the Mayor and Council stipend

The Committee recommends modifying the Mayor and Council stipend to provide for an annual increase to the Mayor and Council stipend based on the annual cost of living increase given to city employees with a stipend increase cap of no more than the previous year's consumer price index (CPI). (10-3)

- Clarification: Should CPI be less than the city employees' cost-of-living adjustment (COLA), the stipend increase should reflect the employee COLA rate or CPI?

Ballot language:

Shall the City Charter be amended to provide for an annual increase to the Mayor and Council member stipend equal to the annual cost of living increase given to city employees with a stipend increase cap of no more than the previous year's consumer price index (CPI)?

Financial Impact Estimate (Exhibit 3):

The City of Denton estimates the implementation of the proposition would have a financial impact of $4,252.81 per year.

H. Require a statement less than 200 words on the grounds for removal for recall petitions

- The Committee recommends not requiring a statement less than 200 words on the grounds for removal for recall petitions. (11-2)
- No ballot language.
- No financial impact.

I. Increase the Municipal Judge term to 4 years

The Committee recommends increasing the term of the Municipal Judge from two years to four years. (8-4)

Ballot language:

Shall the City Charter be amended by adding a four-year appointment term for the Municipal Judge?

Financial Impact Estimate (Exhibit 3):

The City of Denton estimates the implementation of the proposition would have no significant financial impact.

J. Modify the Ethics Ordinance requirements

- The Committee recommends no modifications to the Ethics Ordinance requirements. (14-0)
- No ballot language.
- No financial impact.

K. Review additional sections not listed

The Committee recommends implementing a one-year residency requirement for individuals serving on all judicial and quasi-judicial citizen boards, committees, or commissions appointed by Council. (13-1)

- Board of Ethics, Civil Service Commission, Health & Building Standards Commission, Historic Landmark Commission, Planning & Zoning Commission, Zoning Board of Adjustment

Ballot language:

Shall the City Charter be amended to require members of judicial or quasi-judicial boards and commissions be domiciled in the City one year prior to appointment?

Financial Impact Estimate (Exhibit 3):

The City of Denton estimates the implementation of the proposition would have a financial impact of $4,760.00 for implementation and $3,570 annually.

Next Steps

- Seek direction on the recommendations. If there are any modifications to the recommendations or outstanding items, they will be presented at the December 17 Work Session.
- Council direction will inform the final ballot language and calling of the election through ordinance at the January 14 Council Meeting.

Council Direction

File #: ID 24-2038, **Version:** 1

AGENDA CAPTION

Receive a report, hold a discussion, and give staff direction regarding Audit Project 028 - Warehouse Inventory Management: Follow-Up Review.

[Estimated Presentation/Discussion Time: 15 minutes]

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **City Auditor's Office**

CITY AUDITOR: **Madison Rorschach**

DATE: **December 3, 2024**

SUBJECT
Receive a report, hold a discussion, and give staff direction regarding Audit Project 028 – Warehouse Inventory Management: Follow-Up Review.

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

BACKGROUND
City of Denton Charter Article VI, Section 6.04 states, the City Internal Auditor is responsible for providing an independent appraisal of City operations as directed by the City Council. These audits are conducted in accordance with *Generally Accepted Government Auditing Standards* promulgated by the US Government Accountability Office.

Per *Government Auditing Standards*, internal auditors should make audit reports available to the public and should communicate results to the parties who can ensure that the results are given due consideration. In order to meet these *Government Auditing Standards*, the City of Denton's Internal Audit Procedures Manual requires finalized audit reports to be presented to the City Council. Once presented, all published reports can be found on the City of Denton's Internal Audit Webpage.

DISCUSSION
This follow-up review is intended to provide a progress update on recommendations from the Audit of Warehouse Inventory Management originally issued in August 2022. This audit was intended to evaluate the effectiveness of the City's warehouse inventory management processes and to provide assurance that the City has implemented adequate controls to safeguard and manage inventory.

RECOMMENDATION
Staff recommends Audit Project 028 – Warehouse Inventory Management be closed until an informal follow-up review can be completed, likely in Fiscal Year 2025-26.

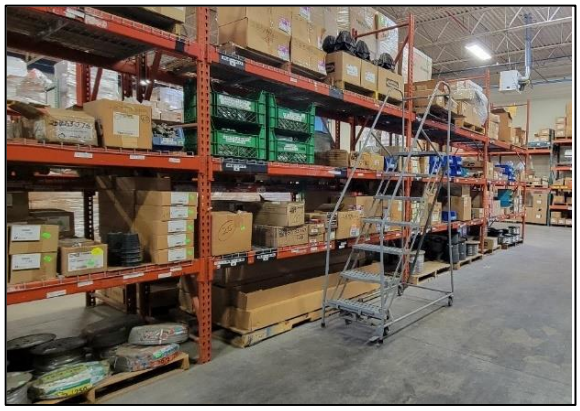
PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Aug. 2, 2022:	Original Audit Presented During Work Session
Sep. 17, 2024:	Fiscal Year 2024-25 Annual Internal Audit Plan Adopted

EXHIBITS

1. Agenda Information Sheet
2. Follow-Up Review of the Audit of Warehouse Inventory Management
3. Presentation

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



Audit of Warehouse Inventory Management

Follow-Up Review

The City has begun working to obtain a new Enterprise Resource Planning software system to streamline internal processes, including asset and inventory management. Additionally, new standard operating procedures have improved documentation of the City's inventory management processes; however, auction proceed reconciliation procedures still need to be developed. Further, the Warehouse has established a periodic cycle count process to ensure all inventory is counted at least annually.

Audit Team

City Auditor
Madison Rorschach, CIA, CGAP

Audit Staff
Amber Jackson, MBA, CFE
Rhys Vanatta

Table of Contents

Follow-Up at a Glance **3**

Recommendation Status Update **5**

Manual Inventory Ordering Processes May Impact Efficiency 5

Warehouse Provides Generally Effective Customer Service; Some Documentation of Pickups & Returns Missing 6

Warehouse Physical Safeguards Appear Effective; Not All Items Verified Annually 9

Item Disposal Processes Recently Centralized; City-wide Awareness of Disposal Process Could be Improved 11

Audit Project Background **13**

Auditing Standards 13

Management Responsibility 13

Objectives, Scope, and Methodology 13

Follow-Up at a Glance

Why we did this Follow-Up:

This report is intended to provide information on what changes have been made in response to the Audit of Warehouse Inventory Management issued in August 2022. The original audit evaluated the controls implemented to ensure warehouse inventory was adequately managed and safeguarded as well as the inventory ordering, distribution, monitoring, and disposal processes. This follow-up review was included on the City's Fiscal Year 2024-2025 Annual Internal Audit Plan as approved by the City Council.

What we Found:

The Warehouse Division has implemented several standard operating procedures to better document the inventory management process, including receiving and stocking inventory, processing inventory orders and returns, and managing auctioned inventory. However, auction payment reconciliation procedures need to be established. In addition, the City begun working to obtain a new Enterprise Resource Planning software system, which should include enhancements for asset and inventory management. Further, the Warehouse Division has established a standard cycle count schedule to ensure that 100 percent of inventory is counted annually. Finally, the City's disposal criteria have been updated to align with the Finance Department's fixed asset criteria although periodic awareness to City personnel regarding the City's surplus disposal processes needs to be enhanced. The status of each recommendation is summarized below:

Recommendation	Mgmt. Response	Status
1. Evaluate the business need to adopt a software for monitoring low stock inventory quantities and reduce the risk of critical items being out-of-stock.	Concurred	Implemented
2. Develop standard procedures to detail the processes for receiving and stocking inventory orders.	Concurred	Implemented
3. Consider acquisition of an inventory ordering software to streamline inventory orders.	Concurred	Implemented
4. Develop standard procedures to detail the processes for completing customer orders.	Concurred	Implemented
5. Provide periodic training to staff over Warehouse Return procedures and update the Warehouse Internal Return SOP to include required documentation and retention location(s).	Concurred	In Progress
6. Develop a process to manage key controls to the Warehouse and record employee key access, including logging when an employee receives and returns a key.	Partially Concurred	Implemented
7. Establish a standard cycle count schedule to ensure cycle counts cover 100 percent of warehouse inventory.	Partially Concurred	Implemented
8. Periodically provide reminders to City personnel to promote awareness of the surplus disposal processes related to destructions, donation, and auction.	Concurred	In Progress
9. Evaluate the asset destruction criteria to determine if it should be more closely aligned with the Finance Department's fixed asset criteria.	Concurred	Implemented

Audit report translations may be requested by emailing InternalAudit@CityofDenton.com.

10. Develop procedures outlining the internal Warehouse Auction process including auction preparation, required documentation to be retained for each auction and pick-up, and auction payment reconciliation.	Concurred	In Progress

Recommendation Status Update

This report summarizes the Audit of Warehouse Inventory Management recommendations, management responses, and the City Auditor's Office's follow-up findings, which describe to what extent City management has implemented Internal Audit's recommendations since the publication of the original report in August 2022.

Manual Inventory Ordering Processes May Impact Efficiency

1. **Evaluate the business need to adopt a software for monitoring low stock inventory quantities and reduce the risk of critical items being out-of-stock.**
   Management Response: Concur
   Warehouse Division Comments: The Warehouse is actively looking at ways to improve processes. Warehouse is interested in adopting a software that will provide comprehensive inventory management including tracking stock levels. The City is considering a new ERP, and the Warehouse will be included in the process.

   Audit Follow-Up Finding: Implemented
   The City is currently undergoing a needs assessment for a new City-wide Enterprise Resource Planning software system. This system is expected to replace current systems and streamline internal processes, including monitoring low stock inventory and critical items for the Warehouse Division. The City is expected to procure the new software during 2025 and begin implementation in 2026.

2. **Develop standard procedures to detail the processes for receiving and stocking inventory orders.**
   Management Response: Concur
   Warehouse Division Comments: The Warehouse will develop a SOP for receiving and stocking items. This SOP will also outline how to file supporting documentation for the orders.

   Audit Follow-Up Finding: Implemented
   The Warehouse Division has developed and implemented a standard operating procedure that adequately details the processes for receiving and stocking inventory orders for Warehouse staff, including comparing purchase orders and shipping documents, recording physical counts, and retaining needed documentation.

   Based on a review of a statistical sample of 90 received and processed inventory orders, all but two had all required support documentation. Of the remaining two inventory orders, one was missing the vendor receipt and no documentation for the remaining inventory order could be located. Based on a comparison between the results from the review of inventory orders

from the original audit and this follow-up review, the Warehouse Division appears to have improved the process for managing inventory orders and ensuring documentation and employee verification is properly recorded and retained as shown in Table 1.

Table 1: Inventory Order Exceptions Summary

Order Data	Original Audit		Follow-Up Review	
	Quantity	Percentage	Quantity	Percentage
No Documentation Located[1]	5	5%	1	1%
No Vendor Receipt	0	0%	1	1%
No Verification of Quantity Received	2	2%	0	0%
Inaccurate Quantity Recorded	2	2%	0	0%

Warehouse Provides Generally Effective Customer Service; Some Documentation of Pickups & Returns Missing

3. **Consider acquisition of an inventory ordering software to streamline inventory orders.**
   Management Response: Concur
   Warehouse Division Comments: The Warehouse is actively looking at ways to improve processes and is interested in implementing a software that will provide comprehensive inventory management including a streamlined ordering process. The City is considering a new ERP, and the Warehouse will be included in the process.

   Audit Follow-Up Finding: Implemented
   As noted in Recommendation 1, the City is currently undergoing a needs assessment for a new City-wide Enterprise Resource Planning software system that is expected to replace current systems and streamline inventory ordering for the Warehouse Division. Software system implementation is expected to begin in 2026.

4. **Develop standard procedures to detail the processes for completing customer orders.**
   Management Response: Concur
   Warehouse Division Comments: The Warehouse will review and update the current SOPs for customer orders and include an outline of the process.

   Audit Follow-Up Finding: Implemented
   The Warehouse Division has developed and implemented standard operating procedures that adequately detail the processes for

[1] Inventory purchase order and vendor receipt unable to be located. Due to the lack of documentation, employee verification of the inventory quantity received is not recorded so accuracy of the inventory quantity recorded in the inventory system cannot be confirmed.

completing customer orders for Warehouse staff, including completing the Stock Requisition form and pick ticket, verifying order quantities and prices, requiring customer signatures upon receipt, and retaining needed documentation.

Based on a review of a statistical sample of 95 processed customer orders, all support documentation was appropriately retained, and customer signatures were recorded to verify receipt of inventory. Based on a comparison between the results from the review of customer orders from the original audit and this follow-up review, the Warehouse Division appears to have improved the process for managing and completing customer orders as shown in Table 2.

Table 2: Processed Customer Orders Exception Summary

Missing Documentation	Original Audit[2]		Follow-Up Review	
	Quantity	Percentage	Quantity	Percentage
Stock Requisition Form	22	16%	0	0%
Pick Ticket	16	12%	0	0%
Customer Signature[3]	32	42%	0	0%
All Required Items	16	12%	0	0%

5. **Provide periodic training to staff over Warehouse Return procedures and update the Warehouse Internal Return SOP to include required documentation and retention location(s).**
Management Response: Concur
Warehouse Division Comments: Warehouse Management will implement a standardized and centralized filing system for returns. The current SOP will be revised to reflect the new process. Warehouse staff will be trained during the bi-weekly meetings.

Audit Follow-Up Finding: In Progress
The Warehouse Division has updated the standard operating procedure to detail the return process for Warehouse staff. This standard operating procedure requires staff to compare the customer's Return Form to the original pick ticket to verify inventory quantities and pricing to ensure an accurate refund amount is issued; and to record the reason for the return. This standard operating procedure also standardizes the process to file and retain all support documentation for each return.

[2] During the original audit, it was noted the Warehouse Division updated internal processes beginning July 2021. Testing results during the original audit were separated between pre-July 2021 and post-July 2021 to show the impact of the process improvements. The testing results for post-July 2021 from the original audit were included on this table for comparison.
[3] This excludes customer signature on pick-tickets for walk-in orders.

Based on a review of a statistical sample of 81 processed returns, support documentation for six percent could not be located, and an additional six percent of returns were missing a Return Form. The remaining 88 percent of returns had all required support documentation. Based on a comparison between the results from the review of processed returns from the original audit and this follow-up review, the Warehouse Division appears to have improved the process for managing returns and retaining support documentation as shown in Table 3.

Table 3: Warehouse Returns Exception Summary

Status	Original Audit[4]	Follow-Up Review
No Documentation Located[5]	8%	6%
No Return Form	46%	6%
No Pick Ticket	21%	0%

According to Warehouse management, training on the updated return procedure was provided to all Warehouse staff during a weekly meeting. Furthermore, Warehouse management stated staff are trained when a standard operating procedure is created or revised, and all new employees are trained on current processes upon hire. However, the documentation for six percent of the most recent return sample could not be located indicating additional staff training over internal processes may be required.

[4] As previously noted, the testing results for post-July 2021 from the original audit were included on this table for comparison.
[5] This includes a Return Form, Pick Slip, or Monthly Recon Expense Report.

Warehouse Physical Safeguards Appear Effective; Not All Items Verified Annually

6. **Develop a process to manage key controls to the Warehouse and record employee key access, including logging when an employee receives and returns a key.**

   Management Response: Partially Concur

   Warehouse Division Comments: The primary security system at the Warehouse is the alarm system keypad. Individuals entering the Warehouse must use a keycode to disable the alarm. If an incorrect keycode is used, the alarm will activate, and the Warehouse Manager will be notified immediately. The alarm company also notifies the Police Department of an alarm activation. The keycode is changed annually or in the event of employee turnover. Additionally, the Warehouse is under 24/7 video surveillance, with capability to remotely access live camera feeds and past footage on demand. The key is used as a secondary form of access. Rekeying a lock can be done if a specific threat is identified, however, a key holder will still need the alarm keycode for uninterrupted access. Warehouse staff will work with Facilities on reviewing best practices for security.

   Audit Follow-Up Finding: Implemented

   The Warehouse Division has created a key log to track who has a key and the date it was returned. Warehouse keys are also now engraved with a unique identifier that allows each key to be assigned to an employee and documented on the key log for tracking purposes. Based on review of the Warehouse's key log as of October 2024, each employee with an assigned key was a current Warehouse employee.

   Additionally, the Warehouse Division is coordinating with the Facilities Division to replace its physical keys with badge readers. This project should be completed by the end of 2024.

7. Establish a standard cycle count schedule to ensure cycle counts cover 100 percent of warehouse inventory.

Management Response: Partially Concur

Warehouse Division Comments: Warehouse Management will develop and implement a process that improves tracking of bi-annual cycle counts performed by the Warehouse Specialist II's to ensure that 100% of inventory is being covered on scheduled cycle counts. When items are no longer needed or being discontinued, they go through a phase out process where the item is counted, and a disposal process is immediately initiated. Phase out inventory is not included on bi-annual cycle counts but is being counted through a separate tracking process. This allows Warehouse staff to initiate a phase out at any time and the majority of phased out times are disposed of prior to the next cycle count.

Audit Follow-Up Finding: Implemented

The Warehouse Division has implemented a standard cycle count schedule to ensure 100 percent of inventory items are counted annually. The Warehouse Manager assigns each Warehouse Specialist II eight Warehouse locations to conduct a full inventory weekly, including counting assigned inventory and recording cycle count results in the inventory system. Cycle counts and variances are also documented in the Warehouse Division's cycle count spreadsheet. Based on review of a judgement sample of 20 completed cycle counts, all cycle counts appeared to be documented appropriately and variances properly recorded in the inventory system to update inventory quantities.

Additionally, beginning November 2024, the Warehouse Division has implemented a process to temporarily halt customer operations to conduct an annual count of all Warehouse inventory at one time. Based on review of the Warehouse's stock report and completed inventory counts, 100 percent of Warehouse inventory has been counted as of November 2024.

Item Disposal Processes Recently Centralized; City-wide Awareness of Disposal Process Could be Improved

8. **Periodically provide reminders to City personnel to promote awareness of the surplus disposal processes related to destructions, donation, and auction.**
   Management Response: Concur
   Warehouse Division Comments: Employee forums, emails, and department trainings have all been used to communicate the surplus disposal process. The Warehouse Manager presented a presentation in the December 2021 Employee Forum informing city personnel of the procedures. Staff will continue to utilize these and other identified platforms to provide periodic updates to City staff. Information on sustainability can be included.

   Audit Follow-Up Finding: In Progress
   The Warehouse Division provided a reminder about surplus disposal processes during the December 2021 employee forum; however, no additional awareness activities have been initiated. According to Warehouse management, they are planning to create a flyer for City employees with information about the City's surplus disposal processes.

9. **Evaluate the asset destruction criteria to determine if it should be more closely aligned with the Finance Department's fixed asset criteria.**
   Management Response: Concur
   Warehouse Division Comments: Warehouse will review the fixed asset criteria and update the asset destruction criteria for consistency across both programs.

   Audit Follow-Up Finding: Implemented
   The City's Procurement Manual was updated to require City departments to coordinate with the Finance Department for disposal of assets over $5,000 so fixed asset records can be updated appropriately per the City's Fixed Asset Policy.

10. **Develop procedures outlining the internal Warehouse Auction process including auction preparation, required documentation to be retained for each auction and pick-up, and auction payment reconciliation.**
    Management Response: Concur
    Warehouse Division Comments: Warehouse Management has drafted a Standard Operating Procedure for Internal Auction Processes. This document was not finalized due to additional changes in processes at the time the SOP was drafted. Warehouse Management will revise and finalize the Internal Auction SOP to reflect current practice to conduct auctions.

Audit Follow-Up Finding: In Progress

The Warehouse Division has developed and implemented a standard operating procedure that generally details the processes for managing auctions for Warehouse staff, including preparing for the auction, verifying the buyer's identity, obtaining a signature upon pickup, and retaining needed documentation. However, it does not require auction payments to be reconciled.

Based on a review of all 16 auctioned items between April and September 2024, all support documentation was found except for two items. One buyer purchased the remaining two auctioned items on one receipt, but the buyer's signature was not obtained. Based on a comparison between the results from the review of completed auctions from the original audit and this follow-up review, the Warehouse Division appears to have improved the process for managing auctions, retaining support documentation, and ensuring auction buyer verification is completed as shown in Table 4.

Table 4: Auction Disposal Summary

Missing Data	Original Audit	Follow-Up Review
Auction Buyer Identification	14	0
Auction Buyer Signature	2	2[6]
Auction Receipt	1	0

[6] These auctioned items were purchased and picked-up by the same auction buyer, so the auction receipt reflected both items although they were bid and purchased separately.

Audit Project Background

The City Auditor's Office is responsible for providing: (a) an independent appraisal[7] of City operations to ensure policies and procedures are in place and complied with, inclusive of purchasing and contracting; (b) information that is accurate and reliable; (c) assurance that assets are properly recorded and safeguarded; (d) assurance that risks are identified and minimized; and (e) assurance that resources are used economically and efficiently and that the City's objectives are being achieved.

Auditing Standards

We conducted this performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Management Responsibility

City management is responsible for ensuring that resources are managed properly and used in compliance with laws and regulations; programs are achieving their objectives; and services are being provided efficiently, effectively, and economically.

Objectives, Scope, and Methodology

The City Auditor's Office has completed a follow-up review of the Audit of Warehouse Inventory Management, which evaluated the controls implemented to ensure warehouse inventory was adequately managed and safeguarded, as well as the inventory ordering, distribution, monitoring, and disposal processes. This report is intended to provide a progress update on recommendations from the Audit of Warehouse Inventory Management.

Audit fieldwork was conducted during October and November 2024. The scope of review varied depending on the procedure being performed. The following list summarizes major procedures performed during this time:

- Reviewed documentation from the issued audit review to develop criteria including industry standards, best practices, policies, and procedures;
- Interviewed Warehouse, Procurement, and Facilities Department staff;

[7] The City of Denton City Auditor's Office is considered structurally independent as defined by generally accepted government auditing standard 3.56.

- Reviewed new standard operating procedures related to receiving and stocking inventory, processing inventory orders and returns, and managing auctioned inventory;
- Reviewed a statistical sample of 95 processed customer orders, 90 Warehouse inventory orders, and 81 Warehouse returns and refunds from April through September 2024 to verify transactions were appropriately processed, recorded, and contained appropriate support documentation;[8]
- Reviewed the Division's key log to ensure Warehouse keys were assigned to current Warehouse employees;
- Reviewed a judgement sample of 20 completed cycle counts to determine whether cycle counts were appropriately documented and completed;
- Compared the Warehouse's inventory stock report to the report of counted inventory from January 2023 through November 2024 to determine whether 100 percent of Warehouse inventory had been counted;
- Reviewed updated asset destruction criteria in the City's Procurement Manual; and
- Reviewed the population of 16 surplus auction disposals from April through September 2024 to ensure auctions were properly managed and recorded, and appropriate support documentation retained.

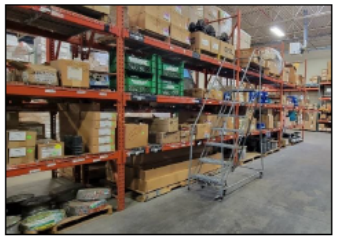
[8] Each sample size provides with 95 percent confidence that the true population statistic is with ±10 percent of the sample estimate.

Audit of Warehouse Inventory Management Follow Up Review

Madison Rorschach
City Auditor
City Auditor's Office
December 3, 2024

Purpose of the Follow-Up Review

- Provides a progress update on audit recommendations.
- Audit project evaluated the controls implemented to ensure warehouse inventory is adequately managed & safeguarded.
- Review found many SOP updates were generally effective and new software should be purchased; additional training still needed.



Audit of Warehouse Inventory Management

The City of Denton's Warehouse has established generally effective inventory controls to manage and adequately safeguard inventory. That being said, it has not established controls to monitor accuracy of transactions and inventory records.

Additionally, opportunities may exist to streamline Warehouse operations and improve efficiency.

Audit Team

City Auditor
Madison Rorschach, CIA, CGAP

Audit Staff
Amber Jackson, MBA, CFE
Scott Garcia

New Inventory Mgmt. Software Likely; Documentation Retention Generally Improved

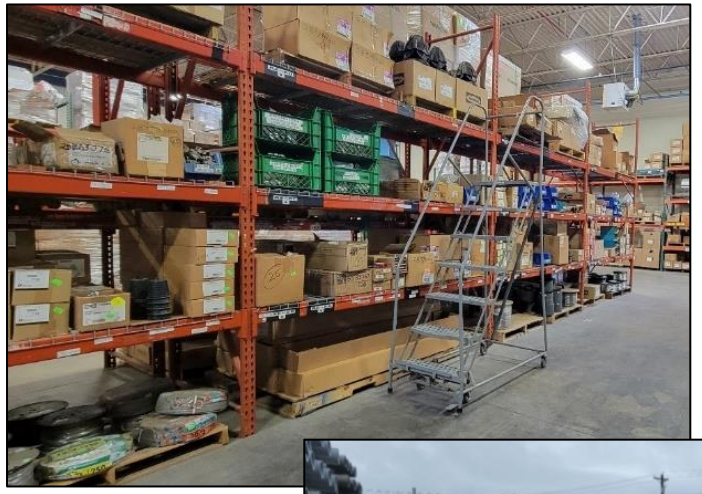
- New and updated SOPs generally improved documentation of inventory and customer orders; returns could still improve.
- ERP needs assessment evaluated warehouse software; ERP should include inventory software improvements.

Summary of Documentation Issue Improvements

	Original Audit	Follow-Up Review
Inventory Order	13%	2%
Customer Orders	30%	0%
Returns	19%	12%

Warehouse Physical Safeguards Appear Effective; Cycle Count Procedures Improved

- Warehouse physical security measures appeared effective.
- Access restricted;
  - Key monitoring has improved; keys will be replaced.
- Cycle count process used to verify inventory levels.



Item Disposal Processes Recently Centralized; City-Wide Awareness Could be Improved

- Some City employees may be unaware of approved disposal processes.
  - Only one reminder three years ago was pushed out by Warehouse.
- Item destruction criteria adjusted to reflect capital asset thresholds.
- New auction SOP seems to have improved documentation; auction proceeds not being reconciled.

General Disposal Process

1. Surplus offered to other departments
2. If not requested, City Department prepares surplus for disposal
3. Is surplus value over $100?
4. Yes: Surplus donated or auctioned
   No: Surplus destroyed
5. Asset Disposal Database Updated by City Department

Follow-Up Report Summary:
All Recommendations Implemented

Audit Area	Recommendations	Implemented	In Progress	Not Implemented
Ordering	2	100%	0%	0%
Distribution	3	67%	33%	0%
Security & Monitoring	2	100%	0%	0%
Disposal	3	33%	67%	0%
All:	10	70%	30%	0%

*Detailed recommendations and implementation actions can be seen in the full follow-up report.

Questions?

Madison Rorschach

City Auditor

City Auditor's Office

File #: ID 24-2359, **Version:** 1

AGENDA CAPTION

Receive a report, hold a discussion, and give staff direction regarding the Denton Chamber of Commerce's fair chance hiring pilot program.

[Estimated Presentation/Discussion Time: 30 minutes]

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **City Manager's Office**

CM/DCM/ACM: **Sara Hensley, City Manager**

DATE: **December 3, 2024**

SUBJECT

Receive a report, hold a discussion, and give staff direction regarding the Denton Chamber of Commerce's fair chance hiring pilot program.

BACKGROUND

On June 6, 2023, Council Member McGee presented a 2-minute policy pitch to the Council requesting a fair chance hiring ordinance be brought to the Council at the next meeting for consideration and vote. The pitch received support from the Council and a proposed Fair Chance Hiring ordinance was brought forward for consideration on June 27, 2023. At that meeting, the Council postponed consideration of the ordinance until the first meeting in January 2024 and requested staff seek community and business feedback on the ordinance prior to that time. A public engagement period was held from October to December 2023.

On Jan. 9, 2024, a proposed Fair Chance Hiring ordinance was brought forward for consideration. Council postponed consideration of the ordinance for 120 days to allow for the Denton Chamber of Commerce to propose an alternative to an ordinance. The 120 days expired in May 2024, and the Chamber presented a proposed pilot program to Council at the June 4, 2024 Work Session. Council provided direction to the Chamber to proceed with the proposed program. The ordinance, postponed from January, was considered by Council at the June 4 Council meeting, and did not pass.

Staff received inquiries regarding the Chamber's proposed program from several Council Members and will provide an update to Council during the Work Session.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

June 4, 2024: City Council Consideration (Failed)
June 4, 2024: City Council Work Session (Chamber Proposal)
Jan. 9, 2024: City Council Individual Consideration (Postponement)
Dec. 5, 2023: City Council Public Hearing
June 27, 2023: City Council Consideration (Postponement)
June 6, 2023: Work Session (2-Minute Pitch)

EXHIBITS

1. Agenda Information Sheet
2. Presentation
3. June 4, 2024 Chamber Proposal Presentation

Respectfully submitted:
Kristi Fogle,
Chief of Staff

Fair Chance Hiring Update

Background

- June 2023:
  - Two-Minute Pitch
  - Council postponed consideration of an ordinance pending a public engagement period from October to December 2023
- January 2024: Council postponed consideration of an ordinance for 120 days to allow the Denton Chamber of Commerce to develop an alternative proposal
- June 2024: Council provided direction to the Chamber to proceed with their proposed program. The ordinance was considered by Council, but did not pass.

Proposed Program Steps

- Quarterly Workshops for Business Owners starting in July and September
  - Goal: Recruiting 4 businesses to participate in the Work Opportunity Tax Credit (WOTC) or Fidelity Bonding programs offered by federal and state government.
- The participating businesses will receive support and resources provided by the Chamber to apply for WOTC and/or Fidelity Bonding.
- Resource Sharing: Resources, information, and current applicable incentives for second chance hiring on Denton Chamber website
- Marketing: “Fair Chance Hiring Friendly” indicator on Chamber business list

Response from the Chamber

- In August 2024, the Chamber and the City initiated the transition of the Convention and Visitors Bureau (CVB) from the Chamber to the City. This transition has temporarily impacted the resources available for the FCH Program.
- During this period, the Chamber has not received any inquiries from businesses regarding the program. The Chamber plans to launch the FCH Program in early 2025.

Council Direction

Option 1: Extend the deadline for the Chamber's proposal

Option 2: Reconsider the Fair Chance Hiring ordinance at a future meeting

Fair Chance Hiring/Second Chance Hiring Program Initiative Update

Erin Carter

Denton Chamber of Commerce

Background

- In brief, the Denton Chamber of Commerce partnered with the City of Denton on listening sessions to address initial concerns regarding the proposed ordinance. At the time of discussion,
  - Feedback included general opposition.
  - Frequent concerns were impacts on competitiveness and lack of a clearly defined need for an ordinance.
- The Denton Chamber of Commerce Board of Directors issued a letter of opposition, including the request for partnership as opposed to ordinance.

DENTON CHAMBER of COMMERCE

Proposed Program

After listening sessions, business and community feedback, and organizational considerations, the Denton Chamber of Commerce proposes the following program to address the rate of employment and retention of employees for justice-involved individuals seeking employment in Denton:

- **Second Chance Hiring Quarterly Workshops for Business Owners** – Host quarterly workshops (with recorded virtual option based on need) to engage Denton businesses in opportunities to understand benefits and/or incentives to hire justice-involved individuals. 2 main focus areas:
  - Recoup wages through tax credits: Work Opportunity Tax Credit is the federal tax credit available to employers for hiring individuals from certain targeted groups who have consistently faced significant barriers to employment.
  - Fidelity Bonding: Details on next twps.
- **Marketing** – Availability of member businesses to list "Second Chance Hiring Friendly" indicator on Denton Chamber website.

DENTON CHAMBER of COMMERCE

Breakdown of Work Opportunity Tax Credit

Breakdown of Work Opportunity Tax Credit (WOTC)

- **The Work Opportunity Tax Credit program offers tax credits based on employee retention and their qualified wages during the first year of employment. For-profit employers can receive a 25% credit for 120 to 399 hours worked, and 40% for 400+ hours. Non-profit employers can receive 16.25% for 120 to 399 hours, and 26% for 400+ hours.**

Target Group	Wage Cap	For-Profit 25%	For-Profit 40%	For-Profit 50%
Long-Term Family Assistance recipients (1st Year)	$10,000	N/A	$4,000	N/A
Long-Term Family Assistance recipients (2nd Year)	$10,000	N/A	N/A	$5,000
TANF recipients	$6,000	$1,500	$2,400	N/A
Ex-felons	$6,000	$1,500	$2,400	N/A
Designated community residents	$6,000	$1,500	$2,400	N/A
Vocational rehabilitation referrals	$6,000	$1,500	$2,400	N/A
SNAP recipients	$6,000	$1,500	$2,400	N/A
Supplemental Security Income recipients	$6,000	$1,500	$2,400	N/A
Long-Term Unemployment Recipients	$6,000	$1,500	$2,400	N/A
Summer Youth program participants	$3,000	$ 750	$1,200	N/A

DENTON CHAMBER of COMMERCE

Proposed Program

Through the Texas Workforce Commission (TWC), the fidelity bonding service helps certain job applicants who have a traditionally had a harder time getting and keeping a job. TWC offers this free service to make companies feel more comfortable when hiring people who may face challenges. This bonding is like an insurance policy. It protects the company if the worker does something dishonest, like theft (as an example from TWC).

- **How it works**–
- The fidelity bond is free for six months. After six months, bonding becomes the companies' responsibility.
- The coverage is typically for $5,000, but can be more, and there is no deductible to pay.
- There are no forms to fill out and no long processing time.
- The coverage can start almost right away.
- We, the Denton Chamber, will walk businesses interested through this process, breaking down barriers and illuminating American's Hidden Workforce.

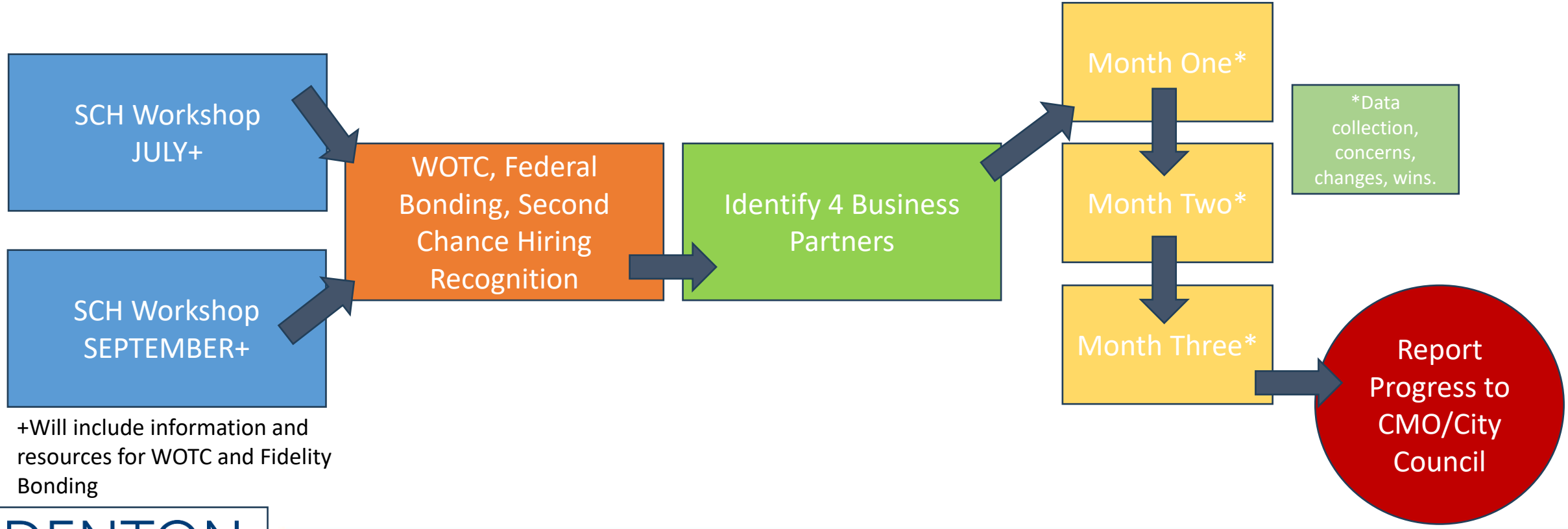
DENTON CHAMBER of COMMERCE

Proposed Program

- **Eligibility for Fidelity Bonding Includes:**
- People who have been involved with the justice system, like those who have been arrested, on probation, or have a police record
  - Additionally: People with a history of poor credit, Veterans who were dishonorably discharged, People on public assistance, People with a history of substance abuse, Disadvantaged youth who don't have a work history, Anyone who was not approved for fidelity bonding through other bonding systems
- People who are self-employed are not covered by this bond. This bond only applies to specific employers and workers. These bonds do not give coverage for poor work skills, work injuries or accidents.

DENTON CHAMBER of COMMERCE

Proposed Program



+Will include information and resources for WOTC and Fidelity Bonding

DENTON CHAMBER of COMMERCE

Next Steps -

- The Denton Chamber of Commerce will host two quarterly workshops (July, September – both prior to fiscal year end), with goal of 4 businesses participating in some aspect of Second Chance Hiring initiative.
- After 3-month window per workshop, provide data back to City Manager's Office for City Council report from engaged businesses on the following:
  - Engagement in WOTC or Fidelity Bonding (if selected)
  - Change in hiring methods, policies, or processes with justice-involved employees in mind
  - Increase in willingness to list "Second Chance Hiring Friendly" on website, additional methods of engagement
- Add all resources, information, and current applicable incentives for second chance hiring on Denton Chamber website.
  - Recruitment of companies with assistance of Texas Workforce Commission, local/regional relationships
  - Evaluate and retool based on initial feedback and employers need, continual improvement.

DENTON CHAMBER of COMMERCE

Next Steps -

- Proposed Programs
  - The proposed programs will require additional time to pilot and collect data.

Questions?

File #: ID 24-1558, **Version:** 1

AGENDA CAPTION

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

1) Installation of rooftop and wall gardens and solar panels with batteries on City buildings.

[Estimated Presentation/Discussion Time: 30 minutes]

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Manager's Office

CM: Sara Hensley

DATE: December 3, 2024

SUBJECT

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

1) Installation of rooftop and wall gardens and solar panels with batteries on City buildings. [Estimated Presentation/Discussion Time: 30 minutes]

BACKGROUND

During the work session discussion on August 20, 2024, Council directed staff to draft an ordinance for consideration that would reflect a revised process to improve the current two-minute pitch process (as outlined in Section 2-30 of the Code of Ordinances) with better information, increased engagement of the community through the elevation of involvement of boards and commissions, and budget alignment. The attached ordinance reflects this change in Section 2-30(c) (**Exhibit 2**).

Staff will review one outstanding request for information per elected official during each work session. The work session process will include staff introducing the requested topic followed by the requesting elected official having up to two minutes to describe and justify their request. The remaining elected officials will then have up to one minute to provide feedback and indicate their support for the use of staff time to respond to the request. Staff will respond to all requests where a consensus of at least four elected officials is established with an Informal Staff Report (ISR) or Legal Staff Report (LSR) outlining estimated cost to implement, estimated timeline for implementation of, and determination of strategic alignment of the request.

If the requesting elected official's request is satisfied with the report, the request will be concluded with no further action. If the request is not satisfied, the request may be submitted to the Agenda Committee to enter the Council Committee Process as defined in Section 2-30(c)(5). If there is a consensus of six (6) Council Members, a resolution or ordinance may be placed on a future City Council agenda without going through the Council Committee Process.

The Agenda Committee will use the ISR or LSR to determine if there are any existing committees, boards, or commissions whose defined scope includes the request. If any such committee, board, or commission exists, the Agenda Committee will direct the staff liaison(s) for any appropriate committees, boards, or commissions to find the soonest feasible date and add the request to their agenda for consideration. After review by committees, boards, or commissions, if funding is available to implement the request, as determined by the City Manager, the request will proceed to a City Council work session. A request without available funding will be scheduled for discussion by the City Manager at the next City Council Budget Workshop or Strategic Retreat. The request will either be included in the proposed budget for the next fiscal

year or concluded with no further action. Staff time will not be allowed to work on any request that is concluded with no further action unless the request is resubmitted in accordance with Section 2-30(c).

The following items will be discussed during this work session:

1.) Installation of rooftop and wall gardens and solar panels with batteries on City buildings.

a. ***Requestor:*** Council Member Beck

b. ***Council Member Request:*** "As we continue building a more sustainable and operating-cost-efficient Denton, I propose we explore implementing greenroofs (rooftop and wall gardens), as well as rooftop solar/battery installations, for all new city government buildings and existing ones where structurally feasible. This initiative will not only benefit our environment but will also save taxpayer dollars through operational savings in the long run. It will also pilot feasibility for other institutions within Denton to similarly adopt such strategies.

The National League of Cities has had extensive workshops by the DOE and the EPA describing how rooftop gardens reduce building energy costs by insulating against heat in the summer and retaining warmth in the winter, lowering utility bills. They also absorb rainwater, reducing stormwater runoff and alleviating pressure on city infrastructure, which helps taxpayers avoid costly upgrades to our sewer systems as well as mitigating street and sidewalk runoff. Plus, by improving air quality, enhancing urban biodiversity, and providing habitat for pollinator insect species, these gardens contribute to a healthier community—both reducing public health costs and enhancing wildlife.

Rooftop solar with battery storage delivers immediate and ongoing savings by generating clean energy onsite - significantly reducing energy bills for public buildings - energy that can be accessed in peak load hours or during emergencies, improving resiliency and reducing taxpayer costs. Together, rooftop gardens and solar panels work synergistically—plants cool solar panels, increasing their efficiency by 10-25% thus driving even more savings.

This dual strategy represents a cost-effective, forward-thinking investment. By reducing operating expenses for city buildings, taxpayers will see real, tangible savings year after year. Furthermore, the combination of green roofs and solar panels can extend the lifespan of roofing materials, cutting down on costly repairs and replacements. Strategies similar to this have already been implemented at the Embassy Suites Complex.

To advance this idea, I request an informal staff report (ISR) to analyze feasibility, projected savings, and cost-benefit impacts for taxpayers. Following that, we can discuss the findings in a council work session and chart the best path forward. This initiative is about saving money while creating a healthier, more sustainable Denton for generations to come."

c. ***Date Requested:*** November 25, 2024

d. ***Format for Response:*** ISR

<u>EXHIBITS</u>

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

Respectfully Submitted:
Jesse Kent
Assistant to the City Manager

ORDINANCE NO. 24-1725

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

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

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

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

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

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference to the body of this Ordinance as if fully set forth herein.

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

Chapter 2 - ADMINISTRATION

ARTICLE II. – ADMINISTRATIVE ORGANIZATION

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

(a) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The Council Committee Process is the procedural movement of a request through the steps outlined in this subsection.

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

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

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

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

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

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

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

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

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

GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

City Council Pending Requests for Information

City Council Meeting

December 3, 2024

File ID: 24-1558

Work Session Process

- Up to seven requests will be reviewed per meeting (one per Council Member)
- Staff will introduce each request
- The requesting Council Member will have up to two minutes to describe and justify their request
- Remaining Council Members will then have a maximum of one minute each to provide feedback and indicate their support for the use of City staff time to respond to the request
- Staff will respond to all requests where a consensus of at least four elected officials is established with an Informal Staff Report and/or Legal Staff Report outlining estimated cost to implement, estimated timeline for implementation of, and determination of strategic alignment of the request

Work Session Process - Continued

- If the requesting Council Member's request is satisfied with the report, the request is concluded with no further action. If the request is not satisfied, the request may be submitted to the Agenda Committee to enter the Council Committee Process as defined in Sec 2-30(c)(5). A consensus of six (6) Council Members is required for a resolution or ordinance to be placed on a future City Council agenda without going through the Council Committee Process.
- Staff time will not be allowed to work on any request that is concluded with no further action unless the request is resubmitted.

Item 1

Installation of rooftop and wall gardens and solar panels with batteries on City buildings.

Requestor: Council Member Beck

a. ***Council Member Request:*** "“As we continue building a more sustainable and operating-cost-efficient Denton, I propose we explore implementing greenroofs (rooftop and wall gardens), as well as rooftop solar/battery installations, for all new city government buildings and existing ones where structurally feasible. This initiative will not only benefit our environment but will also save taxpayer dollars through operational savings in the long run. It will also pilot feasibility for other institutions within Denton to similarly adopt such strategies.

Item 1

Installation of rooftop and wall gardens and solar panels with batteries on City buildings.

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a. ***Council Member Request:*** "The National League of Cities has had extensive workshops by the DOE and the EPA describing how rooftop gardens reduce building energy costs by insulating against heat in the summer and retaining warmth in the winter, lowering utility bills. They also absorb rainwater, reducing stormwater runoff and alleviating pressure on city infrastructure, which helps taxpayers avoid costly upgrades to our sewer systems as well as mitigating street and sidewalk runoff. Plus, by improving air quality, enhancing urban biodiversity, and providing habitat for pollinator insect species, these gardens contribute to a healthier community—both reducing public health costs and enhancing wildlife.

Item 1

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a. ***Council Member Request:*** "Rooftop solar with battery storage delivers immediate and ongoing savings by generating clean energy onsite - significantly reducing energy bills for public buildings - energy that can be accessed in peak load hours or during emergencies, improving resiliency and reducing taxpayer costs. Together, rooftop gardens and solar panels work synergistically—plants cool solar panels, increasing their efficiency by 10-25% thus driving even more savings.

- This dual strategy represents a cost-effective, forward-thinking investment. By reducing operating expenses for city buildings, taxpayers will see real, tangible savings year after year. Furthermore, the combination of green roofs and solar panels can extend the lifespan of roofing materials, cutting down on costly repairs and replacements. Strategies similar to this have already been implemented at the Embassy Suites Complex.

Item 1

Installation of rooftop and wall gardens and solar panels with batteries on City buildings.

Requestor: Council Member Beck

a. ***Council Member Request:*** "To advance this idea, I request an informal staff report (ISR) to analyze feasibility, projected savings, and cost-benefit impacts for taxpayers. Following that, we can discuss the findings in a council work session and chart the best path forward. This initiative is about saving money while creating a healthier, more sustainable Denton for generations to come."

Date Requested: November 25, 2024

Format for Response: ISR

File #: ID 24-2430, **Version:** 1

AGENDA CAPTION

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

Receive information from staff, discuss, deliberate, and provide staff with direction about the potential purchase or lease of real property situated in The Arts Council Abstract SD0533A, both in the City of Denton, Denton County, Texas, located off 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
www.cityofdenton.com

Legislation Text

File #: ID 24-2001, **Version:** 1

AGENDA CAPTION

Proclamation: Senator Drew Springer Service Honor

File #: ID 24-2184, **Version:** 1

AGENDA CAPTION

Proclamation: Salvation Red Kettle Challenge

File #: ID 24-1721, **Version:** 1

AGENDA CAPTION

Proclamation: Nu Pi Sigma Chapter of Sigma Gamma Rho Sorority Service Recognition

City of Denton

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

Legislation Text

File #: ID 24-2420, **Version:** 1

AGENDA CAPTION

Proclamation: Denton 360 Graduation

File #: ID 24-2372, **Version:** 1

AGENDA CAPTION

Ms. Linda Yeatts regarding fluoride in water.

File #: ID 24-2373, **Version:** 1

AGENDA CAPTION

Ms. Courtney Gilcrease regarding Gunner.

File #: ID 24-2374, **Version:** 1

AGENDA CAPTION

Ms. MaKayla Rogers regarding fluoride in water.

File #: ID 24-2375, **Version:** 1

AGENDA CAPTION

Mr. Charles Lee regarding ICE and immigration enforcement.

File #: ID 24-2377, **Version:** 1

AGENDA CAPTION

Mr. John Gilcrease regarding Gunner.

File #: ID 24-2385, **Version:** 1

AGENDA CAPTION

Dr. Todd McCracken regarding fluoride in water.

Fluoride in Community Water

Presented By

Todd McCracken,

D.D.S., M.A.L.D.

Graduate UTHSCSA 1992
Practice in Denton, Tx. 16 years
32 years of practice in rural Texas
as well as Metro area

BA Biochemistry 1987 from Abilene Christian University

Research Experience: 2 years in College
2 AADR fellowships in Dental School funded by the NIH

Past President of Dallas AGD
Past President of the Texas Academy of Laser and High Tech Dentistry

Active member :
American Academy of Ozone Therapy
International Academy of Oral Medicine and Toxicology

3 Questions

- 1) Is it safe?
- 2) Is it beneficial?
- 3) Is it necessary?

1) Is it safe?

Published effects of Fluoride

- Neurotoxin

Acne and other dermatological conditions

Arterial calcification

and arteriosclerosis

Bone weakness and risk of fractures

Cancer of the bone or osteosarcoma

- Neurotoxin leading to lower IQ, ADD/ADHD, in children and dementia in adults

Cardiac failure

Cardiac insufficiency

Cognitive deficits

Dental fluorosis

Diabetes

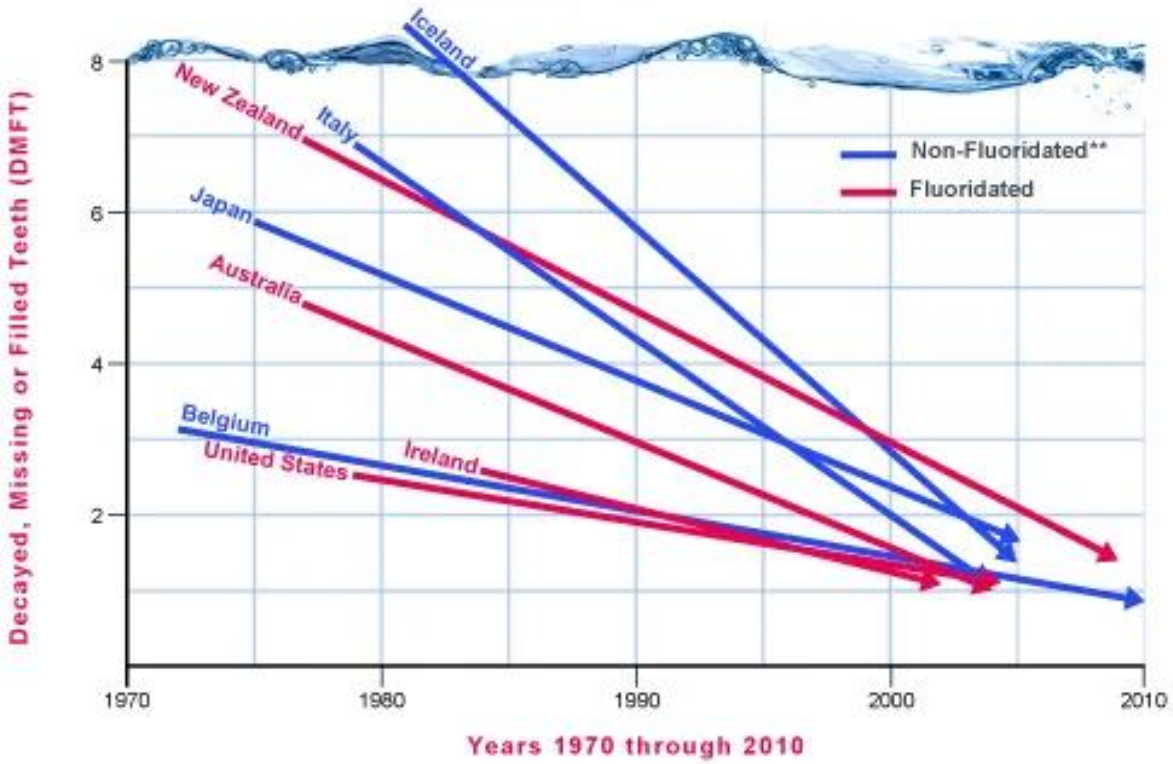
Early puberty in girls
Osteoarthritis
Skeletal fluorosis
Temporomandibular joint disorder (TMJ)
Thyroid dysfunction

Dental Fluorosis

2) Is it beneficial?

Tooth Decay Trends in Fluoridated and Non-Fluoridated Countries

WHO data on DMFT in 12 year olds*



* World Health Organization (WHO). Collaborating Centre for Education, Training, and Research in Oral Health, Malmö University, Sweden. http://www.mah.se/CAPP/ (accessed June 10, 2012).

** No water or salt fluoridation.

Hydroxyapatite, composed of calcium and phosphorus, is the major mineral component occurring naturally in teeth and has significant re-mineralizing effects.

Hydroxyapatite products are biocompatible, bioactive and durable.

Hydroxyapatite chemically bonds to bone, is nontoxic and stimulates bone growth through a direct action on osteoblasts.

It’s use in oral implantology is established and it is widely used in periodontology and in oral and maxillofacial surgery.

If fluoride it present, it replaces the tooth's natural hydroxyapatite with hydroxyfluorapatite.

Fluoride-containing products such as toothpaste and mouthwash can be replaced with toothpastes that contain hydroxyapatite to preserve and strengthen the natural structure of teeth and help to prevent caries formation.

3) Is Fluoride added to the water supply necessary?

Based upon the risks and benefits and the fact that other natural forms to fight tooth decay are safer and far more beneficial.

Final Thought:

The ingestion of Fluoride is cumulative. We have no way of knowing with current dispensing methods how much ANY individual is getting and at what point they will become TOXIC.

Municipal Water Fluoridation is not beneficial and can be detrimental to our society.

Thank you!

File #: ID 24-440, **Version:** 1

AGENDA CAPTION

Consider approval of the minutes of the November 19, 2024 Regular Meeting.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: December 3, 2024

SUBJECT

Consider approval of the minutes of the November 19, 2024 Special Called Meeting.

BACKGROUND

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

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – November 19, 2024 Minutes

Respectfully submitted:

Lauren Thoden
City Secretary

CITY OF DENTON CITY COUNCIL MINUTES
November 19, 2024

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Work Session on Tuesday, November 19, 2024, at 2:00 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 Brian Beck, Vicki Byrd, Joe Holland, Jill Jester, and Brandon Chase McGee

ABSENT: None

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. There were no call in or online comments received. In-person comments received are reflected in the exhibit to the minutes of this meeting.

WORK SESSION

1. Citizen Comments on Consent Agenda Items

Citizen comments received are noted on Exhibit A.

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

• Clarification:
  o None

• Pulled For Individual Consideration:
  o None

3. Work Session Reports

A. ID 24-2191 Receive a report, hold a discussion, and give staff direction regarding the City's federal legislative efforts. [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 23-2458 Receive a report, hold a discussion, and give staff direction regarding Audit Project 037 - Community Housing Initiatives. [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.

C. ID 24-1929 Receive a report and hold a discussion regarding amending the Tax Increment Reinvestment Zone Number One Creation Ordinance and the Project and Financing Plan. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented and discussion followed.

Following discussion, results were as follows:

Next Steps:
December 3, 2024: City Council Meeting Public Hearing & Consideration – Ordinance amending the Creation Ordinance

December 4, 2024: TIRZ Board Meeting Recommend approval of the Amended Project and Financing Plan

December 17, 2024: City Council Meeting Consideration - Ordinance approving the final Amended Project and Financing Plan

1. Proceed with Amending the TIRZ Boundary and Term

D. ID 24-2213 Receive a report, hold a discussion, and give staff direction regarding the resolution of the Emergency Water Service provided to the Old Alton Drive neighborhood. [Estimated Presentation/Discussion Time: 30 minutes]

The item was presented and discussion followed.

Following discussion, City Council consensus was to follow:

Staff Recommendation: Staff recommends Option #3: Denton Secures Grants and Constructs Seeking direction from Council to proceed Potential Next Steps: - Direction provided by Council - Staff coordinates grant funding with Texas Water Development Board - Council reviews and approves grant funding application - City of Denton receives Grant Funding from TWDB and upfront payment for the remainder from Old Alton residents - Water Utilities constructs the water line and connects Old Alton residences to end the emergency interconnect

E. ID 24-2040 Receive a report, hold a discussion, and give staff direction regarding homelessness initiatives. [Estimated Presentation/Discussion Time: 1 hour]

The item was presented and discussion followed.

Following discussion, results were as follows:

Recommendations for Discussion Enhancing Safety and Efficiency at the Shelter:

1. Engagement in Programming: Develop guidelines, including requirements for guest participation in programs that support personal progress toward exiting the shelter to housing. Action: Present proposal for future consideration.

2. Evaluate Entry Requirements: Evaluate raising the barrier to balance maintaining a safe and supportive environment. Action: Submit a proposal and recommended amendments to the Management Services and Operating Agreement.

3. Regional Funding Support: Explore funding contributions from neighboring communities to sustain shelter operations. Action: The Shelter Advisory Board has drafted a letter for the Homelessness Leadership Team (HLT).

4. Onsite Medical Services: Collaborate with partner agencies to provide medical support during peak response times. Action: ODB to lead efforts in securing partner agency support for onsite services.

The work session was recessed for a short break at 5:14 p.m. and reconvened at 5:44 p.m.

F. ID 24-1557 Receive a report, hold a discussion, and give staff direction on pending City Council requests for: 1.) Allowing funds that roll off from incentives to be placed in the Catalyst Fund. 2.) Assessing changes that can be made to the building code to increase available renewable energy and to make it easier for residents to charge electric vehicles at their residence. [Estimated Presentation/Discussion Time: 30 minutes]

Following discussion, City Council consensus was as follows for 1.):
o Consensus for an Informal Staff Report (ISR).

Following discussion, City Council consensus was as follows for 2.):
o Consensus for an Informal Staff Report (ISR).

The work session ended at 5:57 p.m.

CLOSED MEETING

1. The City Council convened into a Closed Meeting at 5:59 p.m. consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law, as follows:

A. ID 24-2267 Deliberations regarding Economic Development - Under Texas Government Code Section 551.087. Receive a report and hold a discussion regarding the potential offer of a financial or other incentive to a business prospect code-named Project Red Dirt which the City seeks to have locate, stay, renovate, or expand in or near the territory of the City and with which the City is conducting economic development negotiations. This discussion shall

include commercial and financial information, including an economic development incentive request the City has received from Project Red Dirt.

DELIBERATED

B. ID 24-2274 Deliberations Regarding Certain Public Power Utilities Competitive Matters - Under Texas Government Code Section 551.086; Consultation with Attorneys - Under Texas Government Code Section 551.071. Deliberations regarding Real Property - Under Texas Government Code Section 551.072. Receive information from staff containing public power information related to a Power Purchase Agreement between the City of Denton, as seller of power and electric energy services, and Core Scientific Inc.; discuss, deliberate, and provide direction to staff regarding same. Consultation with City's attorney regarding issues associated with the above matter where public discussion of these legal matters would conflict with the duty of the City attorneys to the City of Denton under Texas Disciplinary Rule of Professional Conduct of the State Bar of Texas or would jeopardize the City's legal position in any administrative or potential litigation. Discussion of potential real property acquisitions, where a public deliberation of such potential purchase would have a detrimental effect on the City's position in negotiations with a third party.

NOT DELIBERATED

C. ID 24-2344 Consultation with Attorneys - Under Texas Government Code Section 551.071. Discussion of legal matters under Texas Government Code Section 551.071 regarding emergency water service provided to the Old Alton Drive neighborhood where public discussion of such 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. This agenda item is related to Work Session item ID 24-2213 and will be a placeholder if Council members have questions requiring confidential discussion as allowed by law.

NOT DELIBERATED

The closed meeting started at 5:57 p.m. and ended at 6:33 p.m. No votes or actions were taken during the closed meeting.

SPECIAL CALLED MEETING

After determining that a quorum was present, the City Council of the City of Denton, Texas convened in a Special Called Meeting on Tuesday, November 18, 2024, at 6:33 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 Brian Beck, Vicki Byrd, Joe Holland, Jill Jester, and Brandon Chase McGee

ABSENT: None

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. There were no call in or online comments received. In-person comments received are reflected on the exhibit to the minutes of this meeting.

4. CONSENT AGENDA

Council Member Holland moved to adopt the Consent Agenda except for Item AE which he requested be addressed for Individual Consideration. The Consent Agenda, as moved, consisted of Items 4. A-AD, AF-AR. Motion seconded by Council Member Beck.

Motion carried.

AYES (4): Council Members Beck, Byrd, Holland, and McGee

NAYS (3): Mayor Hudspeth, Mayor Pro Tem Meltzer, and Council Member Jester

A. ID 24-439 Consider approval of the minutes of the September 24, 2024 Special Called Meeting, October 8, 2024 Special Called Meeting, October 15, 2024 Regular Meeting, and October 22, 2024 Special Called Meeting.
APPROVED

B. ID 24-506 Consider nominations/appointments to the City's Boards, Commissions, and Committees: Animal Shelter Advisory Committee; Board of Ethics; Denton Police Department Chief of Police Advisory Board; Historic Landmark Commission; Library Board; Parks, Recreation & Beautification Board; Public Utilities Board; Sustainability Framework Advisory Committee; and, Zoning Board of Adjustment.
APPROVED

APPOINTMENTS LISTED ON EXHIBIT B

C. ID 24-2100 Consider approval of a resolution of the City of Denton providing the September 23, 2024 meeting absence by Public Utilities Board Member Lee Riback be excused; and providing an effective date.
ASSIGNED RESOLUTION NO. 24-2100

D. ID 24-2299 Consider approval of a resolution of the City of Denton establishing the 2025 City Council meeting schedule; and providing an effective date.
ASSIGNED RESOLUTION NO. 24-2299

E. ID 24-2092 Consider approval of a resolution of the City of Denton adopting the City of Denton's 89th State Legislative Program; and providing an effective date.
ASSIGNED RESOLUTION NO. 24-2092

F. ID 24-2275 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a third amendment to an engagement

between the City of Denton and Lloyd Gosselink Rochelle & Townsend, P.C., amending the engagement approved by the City Council on July 20, 2021, in the not-to-exceed amount of $550,000.00; amended by Amendments 1 and 2, approved by City Council; said third amendment to provide additional legal services for the City of Denton; providing for the expenditure of funds therefor; and providing an effective date (File 7762 - providing for an additional third amendment expenditure amount not-to-exceed $100,000.00, with the total contract amount not-to-exceed $950,000.00).

ASSIGNED ORDINANCE NO. 24-2275

G. ID 24-2256 Consider approval of a resolution of the City of Denton adopting a new Policy No. 109.05 "Complaint Review, Investigation, and Corrective Action Against City Council Appointees" as a personnel policy for the organization and including it in the City of Denton Policies and Procedures; and declaring an effective date.

ASSIGNED RESOLUTION NO. 24-2256

H. ID 24-2012 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to modify an Interlocal Agreement with the Town of Little Elm, under the Government Code, Chapter 791.001, that authorizes City of Denton contracts for the purpose of providing public safety communication services to the Town of Little Elm, Texas; authorizing the expenditure of funds therefore; and providing an effective date.

ASSIGNED ORDINANCE NO. 24-2012

I. ID 24-2082 Consider approval of a resolution of the City of Denton ratifying the submission of an application previously authorized to be submitted in Resolution 23-876 to the Texas Department of Transportation's 2023 Transportation Alternatives Set-Aside (TA) Program in the total amount of $13,714,880, including a local match of $2,742,976, for the installation of 3.25 miles of the Pecan Creek Trail Shared Use Path; and providing an effective date.

ASSIGNED RESOLUTION NO. 24-2082

J. ID 24-2257 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute an agreement between the City of Denton and the Greater Denton Arts Council, Inc., for the payment and use of hotel tax revenue in support of art exhibitions and programming; and providing an effective date. ($260,400 - Community Partnership Committee recommends approval 2-0)

ASSIGNED ORDINANCE NO. 24-2257

K. ID 24-2261 Consider adoption of an ordinance of the City of Denton authorizing an agreement between the City of Denton and Denton County Friends of the Family for the 2025 Touch a Truck event sponsorship; and providing an effective date. ($2,040 in cash sponsorship and $1,120 in-kind services - Community Partnership Committee recommends approval 2-0)

ASSIGNED ORDINANCE NO. 24-2261

L. ID 24-2103 Consider adoption of an ordinance of the City of Denton, Texas, establishing the schedule of rates for electric service; amending the energy cost adjustment and transmission

cost recovery factor schedules; providing for a repealer; providing for a severability clause; and providing effective dates for this ordinance and the schedule or rates.

ASSIGNED ORDINANCE NO. 24-2103

M. ID 24-2123 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute a funding agreement between the City and Interfaith Ministries of Denton, Inc. to provide Community Development Block Grant Funds for the demolition of a dilapidated structure in Denton, Texas; authorizing the expenditure of funds in an amount not to exceed $35,000.00; and providing an effective date. The Community Services Advisory Committee recommends approval (8-0).

ASSIGNED ORDINANCE NO. 24-2123

N. ID 24-2134 Consider adoption of an ordinance of the City of Denton authorizing the City Manager to execute Amendment 1 to the funding agreement between the City and Grace Like Rain, Inc. DBA Giving Grace approved by City Council on January 24, 2023; Said first Amendment to extend the term of the agreement and to amend sections and exhibits as identified; and providing an effective date.

ASSIGNED ORDINANCE NO. 24-2134

O. ID 24-2164 Consider adoption of an ordinance of the City of Denton granting the Denton Holiday Lighting Festival Association, Inc., a three- year noise exception for the Denton Holiday Lighting on Saturday, December 7, 2024, from 3 p.m. to 9 p.m., Saturday, December 6, 2025, 3 p.m. to 9 p.m., and Saturday, December 5, 2026, 3 p.m. to 9 p.m. at the Downtown Square, and surrounding streets; and providing an effective date.

ASSIGNED ORDINANCE NO. 24-2164

P. ID 24-2174 Consider adoption of an ordinance of the City of Denton amending the Code of Ordinances, Chapter 23, Article IV (Police Initiated Towing Services), Chapter 23, Article V (Non-Consent Towing), and Chapter 18, Article IV, Division I, Section 18.104(a)(1-6) (Impoundment of Standing or Parked Vehicles - Fees); providing for a penalty in the maximum amount of $500 for violations thereof; providing a severability clause; and providing an effective date.

ASSIGNED ORDINANCE NO. 24-2174

Q. ID 24-2185 Consider adoption of an ordinance of the City of Denton approving an Airport Master Land Lease Agreement and subsequent Parcel Land Lease Agreements between the City of Denton, Texas and HC Aviation Property Holdings, Inc, at the Denton Enterprise Airport; authorizing the City Manager to execute the Airport Lease Agreement; and providing an effective date. Airport Advisory Board recommends approval (5-0).

ASSIGNED ORDINANCE NO. 24-2185

R. ID 24-2186 Consider adoption of an ordinance of the City of Denton approving an Assignment of Airport Lease from First Financial Resources, Inc. to DSR-Cherokee 180, LLC covering property at 910 Aeronca Lane, Denton, Texas at the Denton Enterprise

Airport; authorizing the City Manager to execute the Assignment of Airport Lease; and providing an effective date. Airport Advisory Board recommends approval (5-0).

ASSIGNED ORDINANCE NO. 24-2186

S. ID 24-2205 Consider adoption of an ordinance of the City of Denton providing for acceptance of eligible 212.172 non-annexation agreement(s) for properties that do not have an agricultural, wildlife management, or timberland ad valorem tax exemption within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as PAA-4, an area of approximately 1,555 acres located on the south side of Milan Road, north of Loop 288, east of I-35; providing for severability; and providing an effective date. (24-2205)

ASSIGNED ORDINANCE NO. 24-2205

T. ID 24-2206 Consider adoption of an ordinance of the City of Denton amending Ordinance No. 20-2072 providing for acceptance of additional eligible non-annexation agreements for agricultural, wildlife management or timberland use properties within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as DH-2 of approximately 258 acres located on the south side of University Drive, west and east sides of Thomas J. Egan Road, north of Jim Christal Road, and west of Masch Branch Road; providing for severability; and providing an effective date. (24-2206, Love)

ASSIGNED ORDINANCE NO. 24-2206

U. ID 24-2207 Consider adoption of an ordinance of the City of Denton providing for acceptance of an eligible non-annexation agreement for agricultural, wildlife management or timberland use property within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as DH-7, consisting of approximately 143 acres of land located on the east and north sides of Teasley Lane, south of Teasley Harbor Subdivision and west of Southlake Drive; providing for severability; and providing an effective date. (24-2207, Blankemeyer)

ASSIGNED ORDINANCE NO. 24-2207

V. ID 24-2208 Consider adoption of an ordinance of the City of Denton amending Ordinance No. 20-2079 providing for acceptance of additional eligible non-annexation agreements for agricultural, wildlife management or timberland use properties within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as DH-12, comprising of approximately 1,154 acres located on the south side of E. University Drive, east of N. Mayhill Road, north and south of Blagg Road, north and south of Mills Road, and east and west of S. Trinity Road; providing for severability; and providing an effective date. (CA24-2208, Emadiazar)

ASSIGNED ORDINANCE NO. 24-2208

W. ID 24-2209 Consider adoption of an ordinance of the City of Denton providing for acceptance of eligible 212.172 non-annexation agreement(s) for properties that do not have an agricultural, wildlife management or timberland ad valorem tax exemption within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally

identified as DH-12, consisting of approximately 1,154 acres of land located south of E. University Drive, east of N. Mayhill Road, north and south of Blagg Road, north and south of Mills Road, and east and west of S. Trinity Road; providing for severability; and providing an effective date. (24-2209- Gregg)

ASSIGNED ORDINANCE NO. 24-2209

X. ID 24-2210 Consider adoption of an ordinance of the City of Denton providing for acceptance of eligible 212.172 non-annexation agreement(s) for properties that do not have an agricultural, wildlife management or timberland ad valorem tax exemption within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as PAA-1, an area of approximately 1,171 acres located on the south side of Jim Christal Road, the north side of Tom Cole Road, west of Masch Branch Road; providing for severability; and providing an effective date. (24-2210 Schaffer)

ASSIGNED ORDINANCE NO. 24-2210

Y. ID 24-2211 Consider adoption of an ordinance of the City of Denton providing for acceptance of eligible 212.172 non-annexation agreement(s) for properties that do not have an agricultural, wildlife management or timberland ad valorem tax exemption within an area of land adjacent to and abutting the existing city limits of the City of Denton, Texas, generally identified as PAA-3, an area of approximately 1,075 acres located on the south side of Ganzer Road, north and south of Barthold Road, north of FM 1173, west of I-35; providing for severability; and providing an effective date. (24-2211)

ASSIGNED ORDINANCE NO. 24-2211

Z. ID 24-2217 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 Burns & McDonnell Engineering Company, Inc., to provide project support services and Maximo support specialists for Denton Municipal Electric as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 7804-015 - Professional Services Agreement for support services awarded to Burns & McDonnell Engineering Company, Inc., in the not-to-exceed amount of $434,596.00).

ASSIGNED ORDINANCE NO. 24-2217

AA. ID 24-2218 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 Kirksey Architects, Inc., for design services for the Denton Municipal Electric Campus Masterplan project for the Capital Projects Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8376-001 - Professional Services Agreement for master plan design services awarded to Kirksey Architects, Inc., in the not-to-exceed amount of $169,500.00).

ASSIGNED ORDINANCE NO. 24-2218

AB. ID 24-2219 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 Biggs & Mathews Environmental, Inc., for engineering services for the

Solid Waste Chemicals and Recycling Center Facility Improvements for the Solid Waste Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8525-004 - Professional Services Agreement for engineering services awarded to Biggs & Mathews Environmental, Inc., in the not-to-exceed amount of $131,000.00).

ASSIGNED ORDINANCE NO. 24-2219

AC. ID 24-2229 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 Sunbelt Pools, Inc., through the Buy Board Cooperative Purchasing Network Contract No. 701-23, for the supplies, services, equipment, and chemicals of all aquatic facilities for the Parks and Recreation and Warehouse Departments; providing for the expenditure of funds therefor; and providing an effective date (File 8688 - awarded to Sunbelt Pools, Inc., for 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 $4,950,000.00).

ASSIGNED ORDINANCE NO. 24-2229

AD. ID 24-2220 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute a contract extension between the City of Denton and Baker & Taylor, LLC through October 31, 2025, to continue the purchase of library print materials for the Denton Public Library; and declaring an effective date (File 7673 - extending a contract with Baker & Taylor, LLC, to October 31, 2025).

ASSIGNED ORDINANCE NO. 24-2220

AF. ID 24-2222 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 Action Target Inc., for the purchase and installation of filters with waste removal for the indoor gun range for the Police Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8619 - awarded to Action Target Inc., 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 $213,785.66).

ASSIGNED ORDINANCE NO. 24-2222

AG. ID 24-2223 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 Whirlix Design, Inc., through the Buy Board Cooperative Purchasing Network Contract No. 679-22, for the construction of a playground and shade at Biddy Bye Park for the Parks and Recreation Department; providing for the expenditure of funds therefor; and providing an effective date (File 8663 - awarded to Whirlix Design, Inc., in the not-to-exceed amount of $279,173.00).

ASSIGNED ORDINANCE NO. 24-2223

AH. ID 24-2225 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 Metro Golf Cars, Inc., through The Interlocal Purchasing System (TIPS) Cooperative Program Contract

No. 210802 for utility vehicles for the Fleet Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8672 - awarded to Metro Golf Cars, 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 $600,000.00).

ASSIGNED ORDINANCE NO. 24-2225

AI. ID 24-2226 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 Berry, Dunn, McNeil & Parker, LLC dba BerryDunn, through The Interlocal Purchasing System (TIPS) Cooperative Program Contract No. 230601 for a feasibility study of the Customer Information Service and Utility Billing systems for the Technology Services Department; providing for the expenditure of funds therefor; and providing an effective date (File 8684 - awarded to Berry, Dunn, McNeil & Parker, LLC dba BerryDunn, in the not-to-exceed amount of $83,700.00).

ASSIGNED ORDINANCE NO. 24-2226

AJ. ID 24-2228 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of Change Order No. 7 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. 7, in the not-to-exceed amount of $1,087,043.85, for a total contract award aggregated to $43,389,120.11).

ASSIGNED ORDINANCE NO. 24-2228

AK. ID 24-2233 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 Invoice Cloud, Inc., amending the contract approved by City Council on September 28, 2021, in the not-to-exceed amount of $1,500,000.00; said first amendment to provide additional funding for charges through the contract term for online billing portal and payment services for the Customer Service Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 7697 - providing for an additional first amendment expenditure amount not-to-exceed $375,000.00, with the total contract amount not-to-exceed $1,875,000.00).

ASSIGNED ORDINANCE NO. 24-2233

AL. ID 24-2234 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 Mansfield Oil Co. of Gainesville, Inc., through the Sourcewell Cooperative Purchasing Network Contract No. 121522-MNF, for Fleet Fuel Cards for city wide use for the Procurement and Fleet Departments; authorizing the expenditure of funds therefor; and providing an effective date (File 8549 - awarded to Mansfield Oil Co. of Gainesville, 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 $1,675,000.00).

ASSIGNED ORDINANCE NO. 24-2234

AM. ID 24-2240 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 Flow-Line Construction, Inc., for the construction of the Granada Sanitary Sewer Improvements and Lift Station Decommissioning Project for the Water Utilities Department; providing for the expenditure of funds therefor; and providing an effective date (CSP 8573 - awarded to Flow-Line Construction, Inc., in the not-to-exceed amount of $1,487,590.50).

ASSIGNED ORDINANCE NO. 24-2240

AN. ID 24-2246 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 Weaver Consultants Group, LLC, for the operation and maintenance of the Landfill Gas Collection and Control System as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8525-005 - Professional Services Agreement for operation and maintenance services awarded to Weaver Consultants Group, LLC, in the not-to-exceed amount of $52,200.00).

ASSIGNED ORDINANCE NO. 24-2246

AO. ID 24-2297 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive bids under IFB 8546 for Power Transformer Disposal (Scrap); and providing an effective date (IFB 8546).

ASSIGNED ORDINANCE NO. 24-2297

AP. ID 24-2242 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager, or their designee, to execute an interlocal agreement with the DENCO Area 9-1-1 District ("DENCO"), under the Texas Government Code, Chapter 791, to authorize the City of Denton's contract use of DENCO's annex for a backup emergency communication center and information technology support space; providing for a repealer; and declaring an effective date.

ASSIGNED ORDINANCE NO. 24-2242

AQ. ID 24-2244 Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager, or their designee, to execute an interlocal agreement with the Denton Independent School District (DISD), under the Texas Government Code, Chapter 791, to authorize DISD to use the City of Denton's P25 Radio System; providing for a repealer; and declaring an effective date.

ASSIGNED ORDINANCE NO. 24-2244

AR. ID 24-2253 Consider approval of a resolution of the City of Denton establishing Policy "Covered Applications" prohibiting the use of certain social media applications and services on devices owned or leased by the City; and declaring an effective date.

ASSIGNED RESOLUTION NO. 24-2253

ITEM PULLED FOR INDIVIDUAL CONSIDERATION

AE. ID 24-2221 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 Wilson Bauhaus Interiors LLC, an authorized dealer, through the Omnia Partners Contract Nos. R191802 Allsteel, R191811 National, R191803 Exemplis, & 2019.001896 Kimball Office, for procurement fulfillment of office furniture for the City of Denton for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (File 8498 - awarded to Wilson Bauhaus Interiors LLC, in the five (5) year not-to-exceed amount of $3,000,000.00).

ASSIGNED ORDINANCE NO. 24-2221

Council Member Holland requested that this item be pulled for Individual Consideration.

Council Member Beck 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 Beck, Byrd, Jester, and McGee

NAYS (1): Council Member Holland

5. PUBLIC HEARINGS

A. MPA24-0002a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a city-initiated Comprehensive Plan Amendment to modify the Thoroughfare Plan and Thoroughfare Map of the 2022 Mobility Plan, including but not limited to modifications to the Mobility Plan to amend the functional classification of Underwood Road from Primary Arterial to Secondary Arterial between Airport Road and the future southern extension of H Lively Road and to remove a portion of future Amyx Road between C Wolfe Road and the future western extension of Loop 288. The general area of change is located west of Interstate 35W, south of Airport Road, east of C Wolfe Road, and north of Old John Paine Road in the City of Denton, Denton County, Texas; adopting an amendment to the City's official mobility plan; 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 Pruett and seconded by Commissioner Thaggard. (MPA24-0002b, Underwood Road and Amyx Road Mobility Plan Amendment, Sahar Esfandyari)

ASSIGNED ORDINANCE NO. MPA24-0002a

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

The item was presented and discussion followed.

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

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

B. MPA24-0004a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a city-initiated Comprehensive Plan Amendment to modify the Thoroughfare Plan and Thoroughfare Map of the 2022 Mobility Plan. The amendment includes but is not limited to downgrading the current road classification of a future Hummingbird Lane section from Secondary Arterial to Collector. The proposal is generally located east of the intersection of Hummingbird Lane and North Loop 288 and extends east toward the intersection of Mills Road and North Mayhill Road in the City of Denton, Denton County, Texas; adopting an amendment to the City's official mobility plan; 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 Pruett and seconded by Commissioner Padron. (MPA24-0004b, Hummingbird Lane Road Classification, Sahar Esfandyari)

ASSIGNED ORDINANCE NO. MPA24-0004a

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

C. ID 24-2182 Hold a public hearing and consider adoption of an ordinance of the City of Denton making a finding, pursuant to the requirements of Chapter 26 of the Texas Parks and Wildlife code, that (1) there are no feasible and prudent alternatives to the change in use of approximately 3.739 acres of city park land, located within Denia Park in the City of Denton, Denton County, Texas, from a park to a public school for the construction of Denton Independent School District Borman Elementary School and (2) finding that all reasonable and planning has been done to minimize harm to the land as a park; and providing an effective date. (The Parks, Recreation and Beautification Board recommends approval with a vote of 5-0).

ASSIGNED ORDINANCE NO. 24-2182

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 Mayor Pro Tem Meltzer.

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

D. ID 24-2015 Hold a public hearing and consider adoption of an Ordinance of the City of Denton making a finding, pursuant to the requirements of Chapter 26 of the Texas Parks and Wildlife Code, that (1) there are no feasible and prudent alternatives to the change in use of approximately 1.054 acres of City Park land for a sanitary sewer easement, located within a portion of Sagebrook Park in the City of Denton, Denton County, Texas, for the purpose of installing and maintaining an underground sanitary sewer line for the Dentex Development, and (2) finding that all reasonable planning has been done to minimize harm to the land as a park and providing an effective date. (Parks, Recreation and Beautification Board recommended approval with a vote of 5-0.)

ASSIGNED ORDINANCE NO. 24-2015

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 Holland.

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

E. Z24-0014a Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas regarding a change in the zoning district and use classification from Rural Residential (RR) District to Public Facilities (PF) District on approximately 40.00 acres of land generally located 3,075 feet south of Jim Christal Road and approximately 850 feet west of Tom Cole 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 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 Villareal and second by Commissioner Pruett. (Z24-0014a, Denton Energy Center, Matt Bodine)
ASSIGNED ORDINANCE NO. Z24-0014a

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

The item was presented and discussion followed.

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

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

6. ITEMS FOR INDIVIDUAL CONSIDERATION

A. A24-0003c Conduct the second of two readings of an ordinance of the City of Denton, Texas annexing approximately 0.039 acres of land, generally located west of Teasley Lane and approximately 170 feet north of Leatherwood Lane 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. (A24-0003c, 5702 Teasley Lane, Mia Hines)
ASSIGNED ORDINANCE NO. A24-0003c

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

The item was presented, and no discussion followed.

Council Member Beck moved to adopt the item as presented. Motion seconded by Council Member Jester.

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

B. ID 24-2260 Consider adoption of an ordinance of the City of Denton approving an economic development agreement under chapter 380 of the Local Government Code to promote economic development and to stimulate business activity and economic growth of the City of Denton, between the City of Denton and Bloomfield Homes, L.P. regarding the expansion of operations and increase in tax revenue in the City of Denton; authorizing the expenditure of funds therefor; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2260

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

The item was presented and discussion followed.

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

Motion carried.

AYES (6): Mayor Hudspeth, Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (1): Mayor Pro Tem Meltzer

C. ID 24-1861 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 HM & MF, Ltd., dba Muckleroy & Falls, for construction services of the Denton Solid Waste Fleet Shop project for the Capital Projects and Fleet Services Departments; providing for the expenditure of funds therefor; and providing an effective date (CSP 8570 - awarded to HM & MF, Ltd.,

dba Muckleroy & Falls, in the not-to-exceed amount of $9,557,446.50). The Public Utilities Board recommends approval (4 - 0).

ASSIGNED ORDINANCE NO. 24-1861

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

D. ID 24-2224 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 Axon Enterprise, Inc. through the Sourcewell Cooperative Purchasing Network Contract No. 101223-AXN, for the purchase of Axon Systems, including camera system, software license and storage, peripherals, warranty, maintenance, and installation services for the Police Department; authorizing the expenditure of funds therefor; and providing an effective date (File 8666 - awarded to Axon Enterprise, Inc., in the five (5) year not-to-exceed amount of $9,336,464.00).

ASSIGNED ORDINANCE NO. 24-2224

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

The item was presented and discussion followed.

Citizen comments received are noted on Exhibit A.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

E. ID 24-2241 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 Wells Fargo

Merchant Services, L.L.C., for debit/credit card processing for the Finance Department; providing for the expenditure of funds therefor; and providing an effective date (RFP 8601 - awarded to Wells Fargo Merchant Services, L.L.C., in the five (5) year not-to-exceed amount of $10,000,000.00).

ASSIGNED ORDINANCE NO. 24-2241

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

F. ID 24-1876 Consider adoption of an ordinance of the City of Denton, A Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute Amendment number four (4) to the Power Purchase Agreement between the City and Core Scientific Inc., a Delaware Corporation; providing for an effective date.

ASSIGNED ORDINANCE NO. 24-1876

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

The item was presented and discussion followed.

Citizen comments received are noted on Exhibit A.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

G. ID 24-1881 Consider adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation ("The City"), authorizing the City Manager to execute a Third Amendment to the Lease Agreement between the City and Core Scientific Inc., a Delaware Corporation; providing for an effective date.

ASSIGNED ORDINANCE NO. 24-1881

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

H. ID 24-2273 Consider adoption of an ordinance of the City of Denton, Texas a home-rule municipal corporation, authorizing the City Manager to execute an Agreement for Value Loss Consideration with Core Scientific, Inc., a Delaware Corporation; and providing an effective date.

ASSIGNED ORDINANCE NO. 24-2273

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

I. ID 24-2122 Consider adoption of an ordinance of the City of Denton, a Texas Home-Rule Municipal Corporation, authorizing the City Manager to execute a Temporary Construction Easement between the City and Core Scientific Inc., a Delaware Corporation; providing for an effective date.

ASSIGNED ORDINANCE NO. 24-2122

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

J. ID 24-2180 Consider adoption of an ordinance of the City of Denton, Texas authorizing the execution of a Development Agreement with TCCI Churchill, LLC and Ponder Farms Municipal Utility District of Denton County relating to the Churchill East development, encompassing approximately 274.991 acres of land located north of FM 2449 and east and south of T N Skiles Road, within Division 1 of the extraterritorial jurisdiction of the City of Denton, Texas; and other related matters; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2180

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

K. ID 24-2181 Consider adoption of an ordinance of the City of Denton, Texas ("City") authorizing the execution of a Utility Service Agreement with TCCI Churchill LLC ("Owner") and Ponder Farms Municipal Utility District of Denton County ("District") concerning retail water and wastewater service by the City to future customers within approximately 274.991 acres of land generally located north of FM 2449 and east and south of T N Skiles Road ("Property"); effluent ownership; sale of groundwater rights; and other related matters; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2181

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

L. ID 24-2337 Consider adoption of an ordinance of the City of Denton, Texas ("City") authorizing the execution of a Utility Service Agreement with TCCI Churchill LLC ("Owner") and Ponder Farms Municipal Utility District of Denton County ("District") concerning retail water and wastewater service by the City to future customers within approximately 264.042 acres of land generally located north of FM 2449 and south of T N Skiles Road, and east of FM 156 ("Property"); effluent ownership; sale of groundwater rights; and other related matters; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2337

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

M. ID 24-2338 Consider adoption of an ordinance of the City of Denton, Texas ("City") authorizing the execution of a Utility Service Agreement with TCCI Ponder Farms 2021 LLC ("Owner") and Ponder Farms Municipal Utility District of Denton County ("District") concerning retail water and wastewater service by the City to future customers within approximately 154.425 acres of land generally located south of FM 2449, east of Robinson Road, north of Seaborn Road, and west of Florance Road ("Property"); effluent ownership; sale of groundwater rights; and other related matters; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2338

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

N. ID 24-2339 Consider adoption of an ordinance of the City of Denton, Texas ("City") authorizing the execution of a Utility Service Agreement with TCCI Ponder WPP LLC ("Owner") and Ponder Farms Municipal Utility District of Denton County ("District") concerning retail water and wastewater service by the City to future customers within approximately 31.434 acres of land generally located south of Blair Road, north of Eakin Cemetery Road, and east of FM 156 ("Property"); effluent ownership; sale of groundwater rights; and other related matters; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2339

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

O. ID 24-2340 Consider adoption of an ordinance of the City of Denton, Texas ("City") authorizing the execution of a Utility Service Agreement with TCCI Webster Farms LLC ("Owner") and Ponder Farms Municipal Utility District of Denton County ("District") concerning retail water and wastewater service by the City to future customers within approximately 102.177 acres of land generally located south of Seaborn Road, west of Florance Road, and north of Blair Road ("Property"); effluent ownership; sale of groundwater rights; and other related matters; and providing an effective date.
ASSIGNED ORDINANCE NO. 24-2340

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

The item was presented and discussion followed.

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

Motion carried.

AYES (7): Mayor Hudspeth, Mayor Pro Tem Meltzer and Council Members Beck, Byrd, Holland, Jester, and McGee

NAYS (0): None

7. CONCLUDING ITEMS

Council Members expressed items of interest.

With no further business, the meeting was adjourned at 8:39 p.m..

GERARD HUDSPETH	LAUREN THODEN
MAYOR	CITY SECRETARY
CITY OF DENTON, TEXAS	CITY OF DENTON, TEXAS

MINUTES APPROVED ON: _____

November 19, 2024 City Council Special Meeting - EXHIBIT A							
Name	**Last**	**Address**	**City**	**Agenda Item**	**Position**	**Method**	**Comments**
Thomas	Fletcher	6160 Warren Parkway	Frisco	24-2015	Support	Public Hearing	Applicant
Charles	Lee	624 W. University Dr. #278	Denton	24-2224	Support	Individual Consideration	
Charles	Lee	624 W. University Dr. #278	Denton	24-1876	Opposed	Individual Consideration	
Charles	Lee	624 W. University Dr. #278	Denton	24-2092, 24-506	Opposed	Consent Agenda	Citizen spoke during Work Session

BOARDS & COMMISSIONS - NOMINATIONS LIST
November 19, 2024

BOARD/COMMITTEE/COMMISSION	COUNCIL PLACE	NOMINATING CCM	NOMINEE	PRESENT TERM	NEW TERM	STATUS & QUALIFICATION OR PREFERENCE, IF ANY
Animal Shelter Advisory Committee	6	Jester	Duffy, Kathleen	1	Sept 1, 2024 – Aug 31, 2026	
Board of Ethics	4	Holland	Ferguson, Kenneth	NEW	Unexpired Term Sept 1, 2023 – Aug 31, 2025	
Board of Ethics	6	Jester	Baker, Dianne	NEW	Sept 1, 2024 – Aug 31, 2026	
Denton Police Department Chief of Police Advisory Board	6	Jester	Johnson, Ronald	NEW	Sept 1, 2024 – Aug 31, 2026	
Historic Landmark Commission	4	Holland	Sherman, Patricia	NEW	Unexpired Term Sept 1, 2023 – Aug 31, 2025	
Historic Landmark Commission	5	McGee	McAdams, Linnie	2	Sept 1, 2024 – Aug 31, 2026	
Library Board	3	Meltzer	Pole, Kathryn	NEW	Sept 1, 2024 – Aug 31, 2026	
Library Board	5	McGee	Peters, Patricia	NEW	Unexpired Term Sept 1, 2023 – Aug 31, 2025	
Parks, Recreation and Beautification Board	4	Holland	Villarreal, Richard	NEW	Sept 1, 2024 – Aug 31, 2026	
Parks, Recreation and Beautification Board	6	Jester	Pelzel, Amy	NEW	Unexpired Term Sept 1, 2023 – Aug 31, 2025	
Public Utilities Board	3	Meltzer	Riback, Lee	1	Sept 1, 2024 – Aug 31, 2028	
Sustainability Framework Advisory Committee	3	Meltzer	Briggle, Adam	1	Unexpired Term Sept 1, 2023 – Aug 31, 2025	
Sustainability Framework Advisory Committee	5	McGee	Richter, Brand	2	Sept 1, 2024 – Aug 31, 2026	
Zoning Board of Adjustment	6	Jester	Price, James	NEW	Unexpired Term Sept 1, 2023 – Aug 31, 2025	

File #: ID 24-507, **Version:** 1

AGENDA CAPTION

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

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: December 3, 2024

SUBJECT

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

BACKGROUND

This item provides for the continued (re)appointment of members whose terms ended in 2023 and 2024. 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 whose applications have not yet been received.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Nominations List

Respectfully submitted:

Lauren Thoden
City Secretary

BOARDS & COMMISSIONS - NOMINATIONS LIST December 3, 2024						
BOARD/COMMITTEE/COMMISSION	**COUNCIL PLACE**	**NOMINATING CCM**	**NOMINEE**	**PRESENT TERM**	**NEW TERM**	**STATUS & QUALIFICATION OR PREFERENCE, IF ANY**
Airport Advisory Board	5	McGee	Clyde R. Woolfolk	1	Sept 1, 2024 – Aug 31, 2026	
Committee on Persons with Disabilities	3	Meltzer	Sarah Dighton	NEW	Sept 1, 2024 – Aug 31, 2026	

File #: ID 24-2190, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton providing the October 17, 2024 meeting absence by Charter Review Committee Member Michelle Jones be excused; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: December 3, 2024

SUBJECT

Consider approval of a resolution of the City of Denton excusing the October 17, 2024 meeting absence of a Charter Review Committee 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.

Charter Review Committee Member Michelle Jones reported the absence on October 17, 2024, was due to pre-planned 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 Michelle Jones filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:

Lauren Thoden
City Secretary

RESOLUTION NO. 24-2190

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE OCTOBER 17, 2024, MEETING ABSENCE OF A CHARTER REVIEW COMMITTEE 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, Charter Review Committee Member Michelle Jones (Member) was absent from the October 17, 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 October 17, 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 Michelle Jones' absence from the October 17, 2024, Charter Review Committee 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 in the notification email. Submit one form per absence.

RECEIVED
OCT 23 2024
City Secretarys Office

MEMBER INFORMATION		
Name	Email	Phone
Michelle Jones	[redacted]	

Date of absence: 10/17/2024

What board, commission, or committee does this absence apply to? (Select only one)

- ☐ Airport Advisory Board
- ☐ Animal Shelter Advisory Committee
- ☐ Board of Ethics
- ☑ Charter Review Committee
- ☐ Committee on Persons with Disabilities
- ☐ Community Services Advisory Committee
- ☐ Denton Code Review Committee
- ☐ Denton Police Department Chief of Police Advisory Board
- ☐ Health and Building Standards Commission
- ☐ Historic Landmark Commission
- ☐ Internal Audit Advisory Committee
- ☐ Library Board
- ☐ Parks, Recreation and Beautification Board
- ☐ Planning and Zoning Commission
- ☐ Public Art Committee
- ☐ Public Utilities Board
- ☐ Sustainability Framework Advisory Committee
- ☐ Traffic Safety Commission
- ☐ Zoning Board of Adjustment
- ☐ Economic Development Boards

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

1. ☐ personal or family illness
2. ☐ death of a family member
3. ☐ jury duty
4. ☐ service in the armed forces
5. ☐ testifying before the legislature
6. ☐ attending a seminar involving municipal matters of importance to the member's duties
7. ☐ absence necessary for the member's business or employment
8. ☑ OTHER: pre-planned vacation

24-2190

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: Michelle Jones

Rev. 7/24

ID: 24-2190 12/3/24

File #: ID 24-2192, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton providing the October 14, 2024 and October 28, 2024 meeting absences by Public Utilities Board Member Susan Parker be excused; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: City Secretary's Office

CM: Sara Hensley

DATE: December 3, 2024

SUBJECT

Consider approval of a resolution of the City of Denton excusing the October 14, 2024 and the October 28, 2024 meeting absences of a Public Utilities Board Board Member; and providing an effective date.

BACKGROUND

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

Public Utilities Board Member Susan Parker reported the absences on October 14, 2024 and October 28, 2024 were due to pre-planned 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 Susan Parker filed the request within the timeline required. The request is being formally presented to City Council.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Resolution

Respectfully submitted:

Lauren Thoden
City Secretary

RESOLUTION NO. 24-2192

A RESOLUTION OF THE CITY OF DENTON EXCUSING THE OCTOBER 14, 2024, AND THE OCTOBER 28, 2024, MEETING ABSENCES 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 Susan Parker (Member) was absent from the October 14, 2024, and the October 28, 2024, meetings with the purpose of the absences not meeting the criteria for excused absences; and

WHEREAS, the Member has requested City Council excuse the absences from the October 14 and the October 28, 2024, meetings, for the purpose as stated in Exhibit A; and,

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

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The reason for Member Susan Parker's absence from the October 14 and the October 28, 2024, Public Utilities Board meetings is sufficient to provide the absences be excused.

SECTION 2. The attendance record should reflect such absences 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 in the notification email.

MEMBER INFORMATION		
Name	Email	Phone
Susan Parker	[redacted]	

Date of absence: 10-14-2024

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

- Select only one
- Submit one form per absence

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

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

1. ☐ personal or family illness
2. ☐ death of a family member
3. ☐ jury duty
4. ☐ service in the armed forces
5. ☐ testifying before the legislature
6. ☐ attending a seminar involving municipal matters of importance to the member's duties
7. ☐ absence necessary for the member's business or employment
8. ☒ OTHER: Vacation

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: Susan Parker

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 cityssecretary@cityofdenton.com in the notification email.

MEMBER INFORMATION		
Name	Email	Phone
Susan Parker	[redacted]	

Date of absence: 10-28-2024

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

- Select only one
- Submit one form per absence

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

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

1. ☐ personal or family illness
2. ☐ death of a family member
3. ☐ jury duty
4. ☐ service in the armed forces
5. ☐ testifying before the legislature
6. ☐ attending a seminar involving municipal matters of importance to the member's duties
7. ☐ absence necessary for the member's business or employment
8. ☒ OTHER: Vacation

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: Susa Parker

File #: ID 24-2235, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, A Texas Home-Rule Municipal Corporation, authorizing the City Manager or designee to execute an Inter Local Agreement between the Town of Argyle, Texas; and the City of Denton, Texas, for the location of a traffic signal partially within the territorial limits of Argyle, Texas, to be maintained by the City of Denton in accordance with its standard policies and procedures for traffic safety.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

CM/DCM/ACM: Cassey Ogden

DATE: December 3, 2024

SUBJECT

Consider adoption of an ordinance of the City of Denton, A Texas Home-Rule Municipal Corporation, authorizing the City Manager or designee to execute an Inter Local Agreement between the Town of Argyle, Texas; and the City of Denton, Texas, for the location of a traffic signal partially within the territorial limits of Argyle, Texas, to be maintained by the City of Denton in accordance with its standard policies and procedures for traffic safety.

BACKGROUND

The City of Denton and the Town of Argyle want to sign an Interlocal Cooperation for the maintenance of traffic signal devices located on Robson Ranch Road at Landmark Trail. Hillwood Communities (Hunter Ranch Development) is developing a single-family residential subdivision primarily within the City of Denton. Based on the traffic impact analysis (TIA) performed by Hillwood Communities and the traffic generated by the development, the study determined that a traffic signal is warranted for the intersection at Robson Ranch Road and Landmark Trail, which is situated in both the Town of Argyle and the City of Denton.

The developer is responsible for the engineering design, funding, and construction the traffic signal, and the final acceptance by the City of Denton, the City will maintain it in accordance with its standard policies and procedures for traffic safety. The Town of Argyle and the City of Denton agree that Argyle shall have all necessary access at the intersection, including within the right-of-way. Furthermore, the Town of Argyle is not responsible for any contributions toward the design, construction, or maintenance of the traffic signal located within the municipal limits of the Town of Argyle.

Therefore, based on the Texas Local Government Code §791.011, the Town of Argyle and the City of Denton hereby enter into this Interlocal Agreement to maintain the proposed traffic signal (see Exhibit 2).

OPTIONS

1. Approval
2. Approval Subject to Conditions
3. Denial
4. Postpone Item

RECOMMENDATION:

Staff recommends approval of this request.

EXHIBITS

1. Agenda Information Sheet
2. Interlocal Agreement
3. Ordinance

Respectfully submitted:
Farhan Butt
Deputy Director of Transportation Services

Scott McDonald
Director of Development Services/CBO

Prepared by:
Sahar Esfandyari
Senior Transportation Planner

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF ARGYLE AND THE CITY OF DENTON FOR TRAFFIC SIGNAL DEVICE MAINTENANCE SERVICES

THIS AGREEMENT is made, entered into and executed by and between The Town of Argyle, Texas, a general law type-A municipality, hereinafter "Argyle"; and the City of Denton, Texas, a home rule municipal corporation, hereinafter "Denton" or "the City." Argyle and the City are collectively referred to herein as "the Parties."

WHEREAS, Hillwood Communities, hereinafter, "the Developer" is developing a single-family residential subdivision, hereinafter, Hunter Ranch Development, which is located primarily in the City of Denton; and

WHEREAS, the Developer performed a traffic impact analysis for traffic generated by the Hunter Ranch Development (the "TIA"); and

WHEREAS, the TIA report determined that a traffic signal is warranted for the intersection located at Robson Ranch Road and Landmark Trail, which is an intersection located in both the Town of Argyle and the City of Denton; and

WHEREAS, Argyle determined not to install or operate a traffic signal due to the population of Argyle at the location; and

WHEREAS, Argyle and the City mutually desire to enter into this Agreement for the purpose of establishing City's ongoing maintenance of an actuated traffic signal device consisting of two traffic signal poles and related appurtenances to be located at the intersection of Robson Ranch Road and Landmark Trail in the Town of Argyle as described and depicted on the Traffic Signal Plan (TS23-0001) attached hereto and incorporated herein as Exhibit A, hereinafter "the Traffic Signal" and;

WHEREAS, the Developer is responsible for the engineering design, funding, construction and final acceptance by City of the Traffic Signal, pursuant to the recommendation of the TIA where a traffic signal is to be installed after 500 homes have been sold and occupied; and

WHEREAS, The Developer is required to submit civil engineering construction plans for review, approval, and inspection by the City, and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter "the Act," provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and Argyle and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the City has reviewed and approved the plans for the Traffic Signal. Upon final acceptance of the Traffic signal by Denton, the City will maintain the Traffic Signal in accordance with its standard policies and procedures for traffic safety.

NOW, THEREFORE, this Agreement is hereby made and entered into by Argyle and the City upon stated herein:

WITNESSETH:

I.

Pursuant to Texas Local Government Code §791.011, Argyle and the City hereby enter into this Agreement to maintain the Traffic Signal. The purpose of this Agreement is to provide a governmental function or service that the City is authorized to perform.

II.

Argyle and the City hereby agree Argyle shall have all access necessary at the intersection including in the right of way, and the City will be responsible for maintenance of the Traffic Signal located within the municipal limits of the Town of Argyle. Argyle is not responsible for any contribution toward the design, construction, and maintenance of the Traffic Signal located within the municipal limits of the Town of Argyle.

III.

The City will manage the engineering plan review, inspections, and maintenance services of the Traffic Signal and shall have all legal responsibility and liability for operation of the signal, including the part of the signal located in Argyle.

IV.

This agreement may be terminated in whole, or in part, by Argyle or the City upon thirty days written notice to the other party. In the event of termination by the Argyle, Argyle will be responsible for the improvements, maintenance, or repairs of the traffic signal located in Argyle municipal limits. In the event of termination by the City, Argyle may remove that portion of the signal located within the town limits of Argyle.

V.

This agreement represents the entire integrated agreement between Argyle and the City and supersedes all prior negotiations, representations, and/or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For City: Honorable Gerard Hudspeth, Mayor
City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201

Copy To: Lauren Thoden, City Secretary
Mack Reinwand, City Attorney
City of Denton, Texas
215 East McKinney Street
Denton, Texas 76201

For City: Honorable Rick Bradford, Mayor
Town of Argyle, Texas
308 Denton Street
Denton, Texas 76226

Copy To: Candi Smith, Town Secretary
Town of Argyle, Texas
308 Denton Street
Denton, Texas 76226

VI.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in the City of Denton, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in the City of Denton, Texas.

VII.

Argyle agrees and understands that the Argyle, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the City.

The City agrees and understands that the City, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents or representatives of Argyle.

VIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither Argyle nor the City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

IX.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

X.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Traffic Signal beginning on the date of execution of this Agreement and continuing until terminated as provided herein by either Party.

Executed this _____day of _____, 2024.

TOWN OF ARGYLE, TEXAS
308 Denton Street
Argyle, Texas 76226

By: _____
Honorable Rick Bradford
Town of Argyle, Texas
Acting by the authority
of the Town of Argyle, Texas

ATTEST:

By: _____
Town Secretary

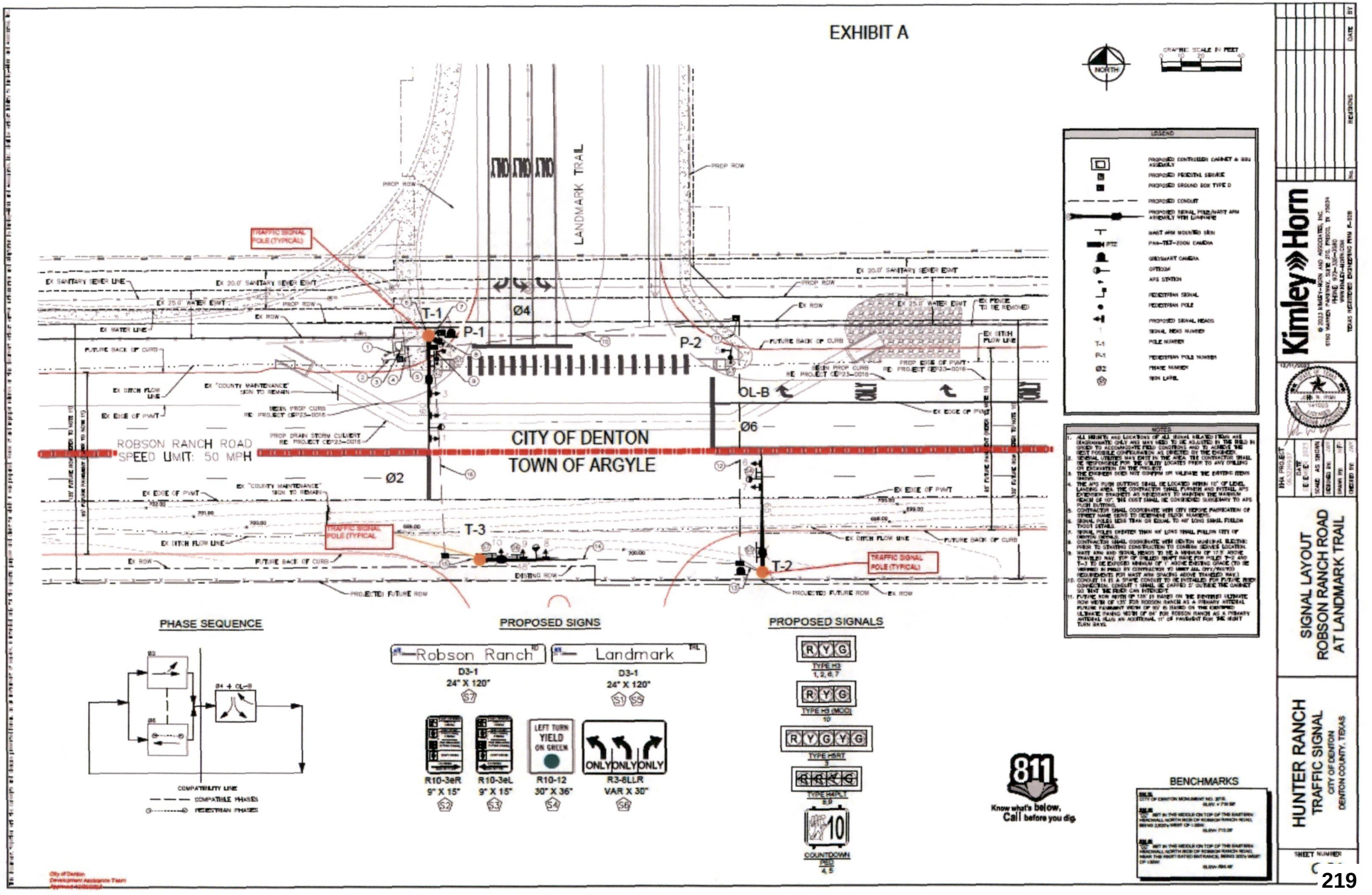
CITY OF DENTON, TEXAS
215 E. McKinney Street
Denton, Texas 76201

By: _____
Sarah Hensley
City Manager
City of Denton, Texas

ATTEST:

By: _____
City Secretary

EXHIBIT A: Traffic Signal



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AN INTER LOCAL AGREEMENT BETWEEN THE TOWN OF ARGYLE, TEXAS; AND THE CITY OF DENTON, TEXAS, FOR THE LOCATION OF A TRAFFIC SIGNAL PARTIALLY WITHIN THE TERRITORIAL LIMITS OF ARGYLE, TEXAS, TO BE MAINTAINED BY THE CITY OF DENTON IN ACCORDANCE WITH ITS STANDARD POLICIES AND PROCEDURES FOR TRAFFIC SAFETY.

WHEREAS, Hillwood Communities, hereinafter, "the Developer" is developing a single-family residential subdivision, hereinafter, Hunter Ranch Development, which is located primarily in the City of Denton; and

WHEREAS, the Developer was required to perform a traffic impact analysis report ("TIA"), which determined that a traffic signal is warranted for the intersection located at Robson Ranch Road and Landmark Trail, which is an intersection located in both the Town of Argyle and the City of Denton; and

WHEREAS, Argyle and the City mutually desire to enter into this Agreement for the purpose of establishing City's ongoing maintenance of an actuated traffic signal device consisting of two traffic signal poles and related appurtenances to be located at the intersection of Robson Ranch Road and Landmark Trail in the Town of Argyle " and;

WHEREAS, the Developer is responsible for the engineering design, funding, construction and final acceptance by City of the Traffic Signal, pursuant to the recommendation of the TIA; and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and Argyle and the City hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the City has reviewed and approved the plans for the Traffic Signal. Upon final acceptance of the Traffic signal by Denton, the City will maintain the Traffic Signal in accordance with its standard policies and procedures for traffic safety; and

WHEREAS, the Town of Argyle has approved and executed the Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A." NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager, or their designated representative, is hereby authorized to execute the Inter-Local Agreement attached hereto as Exhibit "A" between the Town of Argyle, Texas, and The City of Denton, Texas, For Traffic Signal Device Maintenance Services.

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

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

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

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

File #: ID 24-2348, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, A Texas Home-Rule Municipal Corporation, authorizing the City Manager or Designee to execute and deliver an Advance Funding Agreement for a Highway Safety Improvement On-System project, between the City of Denton and the Texas Department of Transportation (TxDOT), regarding the construction of traffic signals on US 377 at Fort Worth Drive, Eagle Drive at US 77 (Elm), and FM 428 at Kings Row; confirming expenses; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

CM/DCM/ACM: Cassey Ogden

DATE: December 3, 2024

SUBJECT

Consider adoption of an ordinance of the City of Denton, A Texas Home-Rule Municipal Corporation, authorizing the City Manager or Designee to execute and deliver an Advance Funding Agreement for a Highway Safety Improvement On-System project, between the City of Denton and the Texas Department of Transportation (TxDOT), regarding the construction of traffic signals on US 377 at Fort Worth Drive, Eagle Drive at US 77 (Elm), and FM 428 at Kings Row; confirming expenses; and providing an effective date.

BACKGROUND

The City of Denton and the Texas Department of Transportation make an Advance Funding Agreement for a Highway Safety Improvement On-System project. The scope of work for the Project consists of the following:

- US 77 at Fort Worth Drive: Rebuilding traffic signals with ADA compliant curb ramps, intersection safety lighting, permitted protected left turns with flashing yellow arrows, refresh pavement markings and high visibility crosswalks.
- Eagle Drive at US 77 (Elm): Rebuild traffic signal with ADA compliant curb ramps, add pedestrian signal, intersection safety lighting, refresh pavement markings and high visibility crosswalk, install sidewalk.
- FM 428 at Kings Row: Install traffic signal.

Construction costs will be allocated based on 90% Federal funding and 10% State funding until the Federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the cost overruns, as mentioned in the project budget in Attachment B, Exhibit 2.
The Obligation attributed to the City of Denton for the Engineering Design has already been funded in 2022. TxDOT will pay 100% of the Construction and completion of the projects.

OPTIONS

1. Approval
2. Approval Subject to Conditions
3. Denial
4. Postpone Item

RECOMMENDATION:

Staff recommends approval of this request.

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

EXHIBITS

1. Agenda Information Sheet
2. Advanced Funding Agreement
3. Ordinance

Respectfully submitted:
Farhan Butt
Deputy Director of Transportation Services

Scott McDonald
Director of Development Services/CBO

Prepared by:
Sahar Esfandyari
Senior Transportation Planner

TxDOT:					Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009102		CFDA No.	20.205
AFA CSJs	0081-04-042, 0081-04-043, 0081-05-052				CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	11400			
Project Name		Traffic Signal Improvements			*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Denton**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **traffic signal improvements.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **ENTER DATE**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**Local Government***	Utilities	Article 8
2.	**Local Government***	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**Local Government***	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **rebuilding traffic signals with ADA compliant curb ramps, intersection safety lighting, permitted protected left turns with flashing yellow arrows, refresh pavement markings and high visibility crosswalks on US 77 at Fort Worth Dr. (0081-01-042), rebuild traffic signal with ADA compliant curb ramps, add pedestrian signal, intersection safety lighting, refresh pavement markings and high visibility crosswalk, install sidewalk on US 377 at US 77 (0081-04-043), install traffic signals at FM 428 at Kings Row (0081-05-052) by State, as shown in Attchment A.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete

when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform

to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
City of Denton ATTN: City Manager 215 E. McKinney St. Denton, TX 76201	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this

Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement

covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or

whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this

Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.

B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Typed or Printed Name	Typed or Printed Name
Typed or Printed Title	Typed or Printed Title
Date	Date

TxDOT:					Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009102		CFDA No.	20.205
AFA CSJs	0081-04-042, 0081-04-043, 0081-05-052				CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	11400			
Project Name		Traffic Signal Improvements			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT

CSJ 0081-04-042

TxDOT:					Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009102		CFDA No.	20.205
AFA CSJs	0081-04-042, 0081-04-043, 0081-05-052				CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	11400			
Project Name		Traffic Signal Improvements			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT

CSJ 0081-04-043

TxDOT:					Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009102		CFDA No.	20.205
AFA CSJs	0081-04-042, 0081-04-043, 0081-05-052				CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	11400			
Project Name		Traffic Signal Improvements			*AFA Not Used For Research & Development*	

ATTACHMENT A
LOCATION MAP SHOWING PROJECT

CSJ 0081-05-052

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009102	CFDA No.	20.205
AFA CSJs	0081-04-042, 0081-04-043, 0081-05-052			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	11400		
Project Name	Traffic Signal Improvements			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

CSJ: 0081-04-042

Construction costs will be allocated based on 90% Federal funding and 10% State funding until the Federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the cost overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Engineering (by Local)	$59,466.67	0%	$0	0%	$0	100%	$59,466.67
Construction (by State)	$570,825.00	90%	$513,742.50	10%	$57,082.50	0%	$0
Subtotal	**$630,291.67**		**$513,742.50**		**$57,082.50**		**$59,466.67**
Environmental Direct State Costs	$6,664.38	0%	$0	100%	$6,664.38	0%	$0
Right of Way Direct State Costs	$6,664.38	0%	$0	100%	$6,664.38	0%	$0
Engineering Direct State Costs	$6,664.38	0%	$0	100%	$6,664.38	0%	$0
Utility Direct State Costs	$6,664.39	0%	$0	100%	$6,664.39	0%	$0
Construction Direct State Costs	$26,657.53	0%	$0	100%	$26,657.53	0%	$0
Subtotal	**$53,315.06**		**$0**		**$53,315.06**		**$0**
Indirect State Cost – 4.60%	**$28,993.42**	0%	**$0**	100%	**$28,993.42**	0%	**$0**
TOTAL	**$712,600.15**		**$513,742.50**		**$139,390.98**		**$59,466.67**

Initial Payment by the Local Government to the State: **$0**
Payment by the Local Government to the State before Construction: **$0**
Estimated total payment by the Local Government to the State: **$0**
This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009102	CFDA No.	20.205
AFA CSJs	0081-04-042, 0081-04-043, 0081-05-052			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	11400		
Project Name	Traffic Signal Improvements			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

0081-04-043

Construction costs will be allocated based on 90% Federal funding and 10% State funding until the Federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the cost overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Engineering (by Local)	$59,466.67	0%	$0	0%	$0	100%	$59,466.67
Construction (by State)	$493,846.00	90%	$444,461.40	10%	$49,384.60	0%	$0
Subtotal	**$553,312.67**		**$444,461.40**		**$49,384.60**		**$59,466.67**
Environmental Direct State Costs	$5,765.65	0%	$0	100%	$5,765.65	0%	$0
Right of Way Direct State Costs	$5,765.65	0%	$0	100%	$5,765.65	0%	$0
Engineering Direct State Costs	$5,765.65	0%	$0	100%	$5,765.65	0%	$0
Utility Direct State Costs	$5,765.66	0%	$0	100%	$5,765.66	0%	$0
Construction Direct State Costs	$23,062.61	0%	$0	100%	$23,062.61	0%	$0
Subtotal	**$46,125.22**		**$0**		**$46,125.22**		**$0**
Indirect State Cost – 4.60%	**$25,452.38**	0%	**$0**	100%	**$25,452.38**	0%	**$0**
TOTAL	**$624,890.27**		**$444,461.40**		**$120,962.20**		**$59,466.67**

Initial Payment by the Local Government to the State: **$0**
Payment by the Local Government to the State before Construction: **$0**
Estimated total payment by the Local Government to the State: **$0**
This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009102	CFDA No.	20.205
AFA CSJs	0081-04-042, 0081-04-043, 0081-05-052			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	11400		
Project Name	Traffic Signal Improvements			*AFA Not Used For Research & Development*	

ATTACHMENT B
PROJECT BUDGET

0081-05-052

Construction costs will be allocated based on 90% Federal funding and 10% State funding until the Federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the cost overruns.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Engineering (by Local)	$59,466.67	0%	$0	0%	$0	100%	$59,466.67
Construction (by State)	$319,848.00	90%	$287,863.20	10%	$31,984.80	0%	$0
Subtotal	**$379,314.67**		**$287,863.20**		**$31,984.80**		**$59,466.67**
Environmental Direct State Costs	$3,734.22	0%	$0	100%	$3,734.22	0%	$0
Right of Way Direct State Costs	$3,734.22	0%	$0	100%	$3,734.22	0%	$0
Engineering Direct State Costs	$3,734.23	0%	$0	100%	$3,734.23	0%	$0
Utility Direct State Costs	$3,734.23	0%	$0	100%	$3,734.23	0%	$0
Construction Direct State Costs	$14,936.90	0%	$0	100%	$14,936.90	0%	$0
Subtotal	**$29,873.80**		**$0**		**$29,873.80**		**$0**
Indirect State Cost – 4.60%	**$17,448.47**	0%	**$0**	100%	**$17,448.47**	0%	**$0**
TOTAL	**$426,636.94**		**$287,863.20**		**$79,307.07**		**$59,466.67**
GRAND TOTAL	**$1,764,127.36**		**$1,246,067.10**		**$339,660.25**		**$178,400.01**

Initial Payment by the Local Government to the State: **$0**
Payment by the Local Government to the State before Construction: **$0**
Estimated total payment by the Local Government to the State: **$0**
This is an estimate. The final amount of Local Government participation will be based on actual costs.

GRAND TOTAL

Initial Payment by the Local Government to the State: **$0**
Payment by the Local Government to the State before Construction: **$0**
Estimated total payment by the Local Government to the State: **$0**
This is an estimate. The final amount of Local Government participation will be based on actual costs.

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE AND DELIVER AN ADVANCE FUNDING AGREEMENT FOR A HIGHWAY SAFETY IMPROVEMENT ON-SYSTEM PROJECT, BETWEEN THE CITY OF DENTON AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), REGARDING THE CONSTRUCTION OF TRAFFIC SIGNALS ON US 377 AT FORT WORTH DRIVE, EAGLE DRIVE AT US 77 (ELM), AND FM 428 AT KINGS ROW; CONFIRMING EXPENSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects; and

WHEREAS, the City of Denton desired to construct the traffic signals at the intersections of Fort Worth Drive and US 377, Eagle Drive and US 77 (Elm), and FM 428 at Kings Row; and

WHEREAS, TxDOT is willing to fund the construction costs for the Project as part of the Highway Safety Improvement Program ("HSIP") funding; and

WHEREAS, the State is authorized to enter into an agreement with the City for the Project pursuant to Transportation Code § 221.002 and have prepared the attached Advance Funding Agreement for an On-System Highway Safety Improvement (the "Agreement"); and

WHEREAS, the scope of work for the Project consists of the following: 1) US 77 at Fort Worth Drive- Rebuilding traffic signals with ADA compliant curb ramps, intersection safety lighting, permitted protected left turns with flashing yellow arrows, refresh pavement markings and high visibility crosswalks. 2) Eagle Drive at US 77 (Elm)- Rebuild traffic signal with ADA compliant curb ramps, add pedestrian signal, intersection safety lighting, refresh pavement markings and high visibility crosswalk, and install sidewalk. 3) FM 428 at Kings Row- Install traffic signal; and

WHEREAS, the City will not be responsible for any costs of construction because construction costs will be allocated based on 90% Federal funding and 10% State funding until the Federal funding reaches the maximum obligated amount. The State will then be responsible for 100% of the cost overruns; and

WHEREAS, the City does not expect to incur additional expenses with this Agreement because the Engineering Design Costs mentioned in the Project Budget Exhibit were funded in 2022; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The City Manager, or their designated representative, is hereby authorized to execute the Advance Funding Agreement for Highway Safety Improvement Project On-System attached hereto as Exhibit "A" between TxDOT, and The City of Denton, Texas, For Traffic Signal Device construction.

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

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

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

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

File #: ID 24-2198, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, Texas considering all matters incident and related to the issuance, sale and delivery of up to $100,000,000 in principal amount of "City of Denton General Obligation Refunding Bonds"; authorizing the issuance of the bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Cassey Ogden**

DATE: **December 3, 2024**

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas considering all matters incident and related to the issuance, sale and delivery of up to $100,000,000 in principal amount of "City of Denton General Obligation Refunding Bonds"; authorizing the issuance of the bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date.

BACKGROUND

The 2019 Bond Election was approved by voters on November 5, 2019, and the 2023 Bond Election was approved by voters on November 7, 2023. Due to the size of both bond programs, flexible financing options were needed to manage the cash flow and minimize the tax rate increases over both program years. On April 7, 2020, the City Council adopted a master ordinance establishing the Extendable Commercial Paper (ECP) financing program and authorizing Extendable Commercial Paper Notes, Series A. On May 19, 2020, City Council approved an amendment to the ECP program to add language required by the Texas Attorney General's office. In accordance with Art. XI, Sec.5 of the Texas Constitution an ad valorem tax needs to be levied to support the ECP program. Using an extendable commercial paper program provides a cost-effective interim financing option to manage the bond program.

With authorizing the ECP program in 2020, it became necessary to annually adopt a General Obligation (GO) Refunding Bond Ordinance. If needed, the refunding bonds sold would be used to pay off the maturing short-term extendable commercial paper and convert the debt to long term financing.

Commercial paper notes cannot have a maturity that is later than the 270th day after the date on which the paper is initially issued. This Ordinance is an integral part of the ECP program because it provides delegated authority that allows refunding bonds to be issued, within certain parameters, in the unlikely event that commercial paper is issued and cannot otherwise be retired or defeased by the 270th day.

By doing so, City staff will be authorized to execute the sale without additional Council action. Once the exact terms of the transaction are determined, staff will provide the City Council with additional information in an informal staff report. This ordinance will give staff the flexibility to sell GO refunding bonds to pay off the commercial paper outside of the City's normal financing routine should it be necessary.

One benefit of adopting this refunding ordinance is establishing the authority to execute the sale of long-term debt quickly, avoiding additional costs of step-up rates by not having to extend the commercial paper term. Another benefit is rating agencies view the refunding ordinance as a positive measure that ensures the

City has a quick and viable means of paying off maturing commercial paper. This measure will assist in maintaining a desirable credit rating on the commercial paper. A third benefit is potential investors view the refunding ordinance as a positive measure that increases confidence in the investment.

The parameters ordinance sets the following requirements in order to complete the sale of the GOs.

(i) the aggregate original principal amount of the Bonds shall not exceed $100,000,000;
(ii) the maximum stated maturity of the Bonds shall not exceed 25 years from the date of issuance;
(iii) the Bonds shall bear interest at a fixed rate, and the net effective interest rate on the Bonds shall not exceed the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the Issuer in the exercise of its borrowing powers (prescribed by Chapter 1204, Texas Government Code, as amended);
(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer through execution of a Pricing Certificate on or prior to December 3, 2025; and
(vi) on or prior to delivery, the Bonds shall be rated by a nationally recognized rating agency for municipal securities in one of the four highest categories for long-term obligations.

RECOMMENDATION
Staff recommends adoption of the ordinance.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)
The required annual adoption of the GO Refunding Bond Ordinance was last approved by City Council on December 12, 2023 (Ord 23-2243).

EXHIBITS
1. Agenda Information Sheet
2. Ordinance

Respectfully submitted:
Randee Klingele
Treasury Manager

ORDINANCE NO. 24-__

AN ORDINANCE OF THE CITY OF DENTON, TEXAS CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF UP TO $100,000,000 IN PRINCIPAL AMOUNT OF "CITY OF DENTON GENERAL OBLIGATION REFUNDING BONDS"; AUTHORIZING THE ISSUANCE OF THE BONDS; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID BONDS; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Denton, Texas (the "Issuer") is a home-rule municipality, acting as such under the Constitution and laws of the State of Texas, has a population in excess of 50,000, and has outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations; and

WHEREAS, by virtue of an election held within the Issuer on November 5, 2019 (the "2019 Bond Election"), this City Council became authorized to issue, sell and deliver the general obligation bonds of the Issuer in an aggregate principal amount not to exceed $220,900,000 for the acquisition of property and making improvements for public purposes in said Issuer for (i) street improvements in the aggregate principal amount of $154,000,000, (ii) public safety facilities for the police department in the aggregate principal amount of $61,900,000, and (iii) acquisition of land for parks in the aggregate principal amount of $5,000,000; of which amounts heretofore issued and amounts remaining to be issued are as described in Schedule I attached hereto and incorporated herein; and

WHEREAS, by virtue of an election held within the Issuer on November 7, 2023 (the "2023 Bond Election"), this City Council became authorized to issue, sell and deliver the general obligation bonds of the Issuer in an aggregate principal amount not to exceed $291,355,000 for the acquisition of property and making improvements for public purposes in said Issuer for (i) street improvements in the aggregate principal amount of $45,125,000, (ii) drainage and flood control improvements in the aggregate principal amount of $58,860,000, (iii) park system improvements in the aggregate principal amount of $33,450,000, (iv) fire and animal control public safety facilities in the aggregate principal amount of $42,015,000, (v) affordable housing projects in the aggregate principal amount of $15,000,000, (vi) an active adult center facility in the aggregate principal amount of $47,360,000, and (vii) a new South Branch Library in the aggregate principal amount of $49,545,000; of which amounts heretofore issued and amounts remaining to be issued are as described in Schedule I attached hereto and incorporated herein; and

WHEREAS, pursuant to a Master Ordinance Establishing the City of Denton Extendable Commercial Paper Financing Program and Authorizing Extendable Commercial Paper Notes, Series A, adopted on May 19, 2020 (the "Master ECP Ordinance"), as amended, the Issuer has authorized to be outstanding the following described obligations:

> City of Denton Extendable Commercial Paper Notes, Series A (Tax-Exempt) and City of Denton Extendable Commercial Paper Notes, Series A (Taxable), in the aggregate original principal amount not to exceed $100,000,000 at any time (collectively, the "ECP Series A Notes"); and

WHEREAS, the Issuer now desires to refund all or part of the ECP Series A Notes (the "Eligible Refunded Notes," and those Eligible Refunded Notes designated by the Pricing Officer in a Pricing Certificate, each as defined below, to be refunded are herein referred to as the "Refunded Notes"); and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Notes or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Notes, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Notes; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow or similar agreement with such paying agent for the Refunded Notes or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree; and

WHEREAS, the City Council hereby specifies that to the extent the principal amount of the refunding bonds authorized hereby, together with any net premium thereon, exceeds the principal amount of the Refunded Notes, such difference shall be counted against the principal amount of bonds authorized by the applicable 2019 Bond Election or 2023 Bond Election; and

WHEREAS, the issuance of the Bonds and the application of the proceeds of the Bonds to refund the Refunded Notes, which consist of extendable commercial paper notes, makes it impracticable to determine the maximum amount by which the aggregate amount of payments to be made under the Bonds exceeds the aggregate amount of payments that would have been made under the terms of the Refunded Notes for purposes of Section 1207.008(a)(2), Texas Government Code; and

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Notes in accordance with this Ordinance, with the terms of any series of Bonds issued to be included in a pricing certificate (a "Pricing Certificate") to be executed by the Pricing Officer (hereinafter designated), all in accordance with the provisions of Section 1207.007, Texas Government Code and Chapter 1371, Texas Government Code ("Chapter 1371"); and

WHEREAS, all the Refunded Notes mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the bonds hereinafter authorized to be issued were voted and are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code Chapters 1207, 1331 and 1371, as amended, and the Issuer's Home Rule Charter; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code Chapter 551; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) The term “Bonds” as used in this Ordinance shall mean and include collectively the bond initially issued and delivered pursuant to this Ordinance for a Series of Bonds (each an “Initial Bond”) and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term “Bond” shall mean any of the Bonds. The term “Series” or “Series of Bonds” shall mean any designated series of Bonds issued pursuant to this Ordinance.

(c) The Bonds of the City of Denton, Texas (the “Issuer”) are hereby authorized to be issued and delivered in one or more Series in the maximum aggregate principal amount of $100,000,000 for the public purpose of refunding the Refunded Notes, and to pay the costs associated with the issuance of the Bonds. With each Series of Bonds, the Pricing Officer shall set forth in the Pricing Certificate for such Series, based on the purposes for which the Refunded Notes to be refunded with the Series of Bonds were issued, the amount of Bonds allocable to public purposes of (i) street improvements, (ii) public safety facilities for the police department, and (iii) acquisition of land for parks, all in accordance with and subject to the 2019 Bond Election bond propositions, or allocable to the public purposes of (i) street improvements, (ii) drainage and flood control improvements, (iii) park system improvements, (iv) fire and animal control public safety facilities, (v) affordable housing projects, (vi) an active adult center facility, and (vii) a new South Branch Library, all in accordance with and subject to the 2023 Bond Election bond propositions.

(d) Each Series of Bonds issued pursuant to this Ordinance shall be designated: “CITY OF DENTON GENERAL OBLIGATION REFUNDING BOND” with each Series of Bonds having a year designation for the year in which such Series of Bonds is issued, and having a letter designation following the year, starting with "A", and with such changes as designated by the Pricing Officer pursuant to Section 2 hereof. For each Series of Bonds there shall be initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, payable to the respective registered owners thereof (with the Initial Bond being made payable to the Purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said Bonds or any portion or portions thereof (in each case, the “Registered Owner”). Each Series of Bonds shall be in the respective principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate for such Series.

SECTION 2. DELEGATION TO PRICING OFFICER.

(a) As authorized by Sections 1207.007 and 1371.053, Texas Government Code, as amended, the City Manager or the Chief Financial Officer (the “Pricing Officer”) is hereby authorized to act on behalf of the Issuer in selling and delivering the Bonds, determining which of the Eligible Refunded Notes shall be refunded and carrying out the other procedures specified in this Ordinance, including, determining the date of sale of the Bonds of each Series, the date of the Bonds of a Series, any additional or different designation or title by which a Series of Bonds shall be known, including a Series designation, the price at which the Bonds of each Series will be sold, the years in which each Series of Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the price and terms upon and at which a Series of Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of each Series of Bonds and the refunding of the Refunded Notes, including without limitation establishing the redemption date for and effecting the redemption of Refunded Notes and obtaining municipal bond insurance for all or any portion of a Series of Bonds (including in connection therewith the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements) and providing for the terms and provisions thereof applicable to the Series of Bonds, all of which shall be specified in the Pricing Certificate for the Series of Bonds; provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $100,000,000;

(ii) the maximum stated maturity of the Bonds shall not exceed 25 years from the date of issuance;

(iii) the Bonds shall bear interest at a fixed rate, and the net effective interest rate on the Bonds shall not exceed the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the Issuer in the exercise of its borrowing powers (prescribed by Chapter 1204, Texas Government Code, as amended);

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer through execution of a Pricing Certificate on or prior to December 3, 2025; and

(vi) on or prior to delivery, the Bonds shall be rated by a nationally recognized rating agency for municipal securities in one of the four highest categories for long-term obligations.

(b) In establishing the aggregate principal amount of a Series of Bonds, the Pricing Officer shall establish an amount not exceeding, in aggregate with any other Series of Bonds, the amount authorized in Subsection (a) hereof, which shall be sufficient in amount to provide for the purposes for which the Series of Bonds are authorized and to pay costs of issuing the Bonds. Each Series of Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate for such Series.

SECTION 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of BOKF, NA, Dallas, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the Form of Bond set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the

Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General of the State of Texas (the "Attorney General") and registered by the Comptroller of Public Accounts of the State of Texas (the "Comptroller").

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds of each Series (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may or shall be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 45 days prior to any such redemption date), (iii) may be converted and exchanged for other Bonds of the Series, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Form of Bond set forth in this Ordinance (as modified in a Pricing Certificate). The Initial Bond for each Series is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the form set forth in the Form of Bond.

(d) Paying Agent/Registrar for the Bonds. The Issuer covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be a single entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by

the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Paying Agent/Registrar's Authentication Certificate substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Paying Agent/Registrar's Authentication Certificate on all of the Bonds. In lieu of the executed Paying Agent/Registrar's Authentication Certificate described above, the Initial Bond of each Series delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(f) Book-Entry-Only System. The Pricing Officer shall designate in the Pricing Certificate for a Series of Bonds whether such Series are to be issued utilizing the book-entry-only system with The Depository Trust Company, New York, New York ("DTC"). Any Series of Bonds so designated shall be subject to the provisions in this subsection (f) and subsections (g), (h) and (i) and elsewhere in this Ordinance regarding DCT and other securities depositories.

The Bonds issued in exchange for the Initial Bond shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsection (g) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and

discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The previous execution and delivery of the Blanket Issuer Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

(g) Successor Securities Depository; Transfers Outside Book-Entry-Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Blanket Issuer Letter of Representations to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate certificated Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations to DTC.

(i) Cancellation of Initial Bond. On the closing date, the Initial Bond of a Series, representing the entire principal amount of that Series of Bonds, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and City Secretary of the Issuer, approved by the Attorney General, and registered and manually signed by the Comptroller, will be delivered to such purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

(j) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless the prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of

redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

SECTION 4. FORM OF BONDS. The form of the Bonds ("Form of Bond"), including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Comptroller's Registration Certificate to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the Form of Bond to be modified pursuant to, and completed with information set forth in, the Pricing Certificate for a Series of Bonds.

(a) [Form of Bond]

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF DENTON GENERAL OBLIGATION REFUNDING BOND SERIES 20__	PRINCIPAL AMOUNT $_____

Interest Rate	Dated Date	Maturity Date	CUSIP No.
	_____, 20__	_____, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Denton, in Denton County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date at the Interest Rate per annum specified above. Interest is payable on _____, 20__ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed

for its redemption prior to maturity, at the principal corporate trust office of BOKF, NA, Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, 20__, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____ for the public purpose of refunding the Refunded Notes, and to pay the costs associated with the issuance of the Bonds.

[ON _____, 20__, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.]

[THE BONDS scheduled to mature on _____ in the years ____ and ____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof,

plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond Maturity: February 15, 20__		Term Bond Maturity: February 15,20__	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
February 15,20	$	February 15,20	$
February 15,20		February 15,20	
February 15,20__	_____	February 15,20__	_____
February 15,20__ (maturity)	_____	February 15,20__ (maturity)	_____

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date or any prerequisite set forth in such notice of redemption.

If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received or such prerequisites were not met and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The Form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes

and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, of the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)	(signature)
City Secretary	Mayor

(SEAL)

[INSERT BOND INSURANCE LEGEND, IF ANY]

(b) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Comptroller's Registration Certificate)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

_____
BOKF, NA, Dallas, Texas
Paying Agent/Registrar

By:_____
Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____.

Please insert Social Security or Taxpayer Identification Number of Transferee

_____

(Please print or typewrite name and address, including zip code, of Transferee.)

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.	NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this bond in every particular, without alteration or enlargement or any change whatsoever.

(d) [Form of Comptroller's Registration Certificate]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Initial Bond Insertions]

(i) The Initial Bond for each Series of Bonds shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF DENTON, TEXAS, in Denton County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments	Interest Rates

(Information from Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

SECTION 5. INTEREST AND SINKING FUND.

(a) A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the Issuer at an official depository bank of the Issuer. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds, together with any accrued interest received upon sale of the Bonds, shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest becomes due, and to provide and maintain a sinking fund adequate to pay the principal of its Bonds as such principal matures or is scheduled for redemption (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year). Said tax shall be based on the latest approval tax rolls of the Issuer, with full allowance being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer for each year while any of the Bonds or interest thereon are outstanding and unpaid; and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures or is scheduled for redemption, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this Section, if Surplus Revenues or other lawfully available moneys of the Issuer are actually on deposit or budgeted and appropriated to be deposited in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the Surplus Revenues or other lawfully available funds then on deposit or budgeted and appropriated to be deposited in the Interest and Sinking Fund. For purposes of this Section, "Surplus Revenues" means revenues derived by the Issuer from the ownership and operation of the Issuer's Utility System (consisting of its combined waterworks system, sanitary sewer system, and electric light and power system) that remain after the payment of all maintenance and operation expenses thereof, and all debt service, reserve and other

requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) or contractual obligations (now or hereafter existing) which are payable from all or any part of the net revenues of the Issuer's Utility System. If Surplus Revenues are budgeted and appropriated for deposit into the Interest and Sinking Fund, the Issuer:

(i) shall transfer and deposit in the Interest and Sinking Fund each month an amount of not less than 1/12th of the annual debt service on the Bonds to be paid from Surplus Revenues until the amount on deposit in the Interest and Sinking Fund equals the amount required for annual debt service on the Bonds;

(ii) shall establish, adopt and maintain an annual budget that provides for either the monthly deposit of sufficient Surplus Revenues and/or tax revenues, the monthly deposit of any other legally available funds on hand at the time of the adoption of the annual budget, or a combination thereof, into the Interest and Sinking Fund for the repayment of the Bonds; and

(iii) shall at all times maintain and collect sufficient Utility System rates and charges in conjunction with any other legally available funds that, after payment of the costs of operating and maintaining the Utility System, produce revenues in an amount not less than the debt service requirements of all outstanding Utility System revenue bonds of the Issuer and other obligations of the Issuer which are secured in whole or in part by a pledge of revenues of the Utility System and for which the Issuer is budgeting the repayment of such obligations from the revenues of the Utility System, or the Issuer shall provide documentation which evidences the levy of an ad valorem tax rate dedicated to the Interest and Sinking Fund, in conjunction with any other legally available funds except Utility System rates and charges, sufficient for the repayment of Utility System debt service requirements.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section and Section 9, respectively, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the Registered Owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

SECTION 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Government Obligations that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the

benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Government Obligations. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Government Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from such Government Obligations received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Government Obligations are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Government Obligations or the substitution of other Government Obligations upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Government Obligations received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) Unless modified in a Pricing Certificate, the term "Government Obligations" means any securities and obligations now or hereafter authorized by state law that are eligible to discharge obligations such as the Bonds, including (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

SECTION 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same Series, principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the Registered Owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Ordinance, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

SECTION 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Initial Bonds and all necessary records and proceedings pertaining to the Bonds pending its delivery and its investigation, examination, and approval by the Attorney General, and its registration by the Comptroller. Upon registration of the Initial Bond of a Series said Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the

Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance is obtained, the insured Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the Purchaser to accept delivery of a Series of Bonds is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Series of Bonds to the Purchaser.

SECTION 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of a Series of Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on a Series of Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of a Series of Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of a Series of Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of a Series of Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Series of Bonds, other than investment property acquired with:

(A) proceeds of the Series of Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Series of Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of a Series of Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Series of Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Projects. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition

of the projects refinanced by the Bonds (the "Projects") on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Projects are completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Series of Bonds, or (2) the date the Series of Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Projects. The Issuer covenants that the property constituting the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

SECTION 10. SALE OF BONDS; APPROVAL OF OFFICIAL STATEMENT; BOND INSURANCE; FURTHER PROCEDURES.

(a) Each Series of Bonds shall be sold and delivered subject to the provisions of Section 1 and Section 2 hereof through a negotiated sale, competitive sale or private placement and pursuant to the terms and provisions of a purchase contract or a notice of sale and official bid form (in either case, the "Purchase Agreement"), the terms and provisions of which are to be determined by the Pricing Officer in accordance with Section 2 hereof, and in which the purchaser or purchasers of the Series of Bonds (the "Purchaser") shall be designated. The Pricing Officer is hereby authorized to execute and deliver the Purchase Agreement for and on behalf of the Issuer. Each Series of Bonds shall initially be registered in the name of the Purchaser or its designee.

(b) The Pricing Officer is hereby authorized to approve the preliminary official statement, the official statement or any other offering document relating to a Series of Bonds and any addenda, supplement or amendment thereto (collectively, the "Offering Documents"). The District approves the distribution of such Offering Documents in the reoffering of the Bonds by the Purchaser, with such changes therein or additions thereto as a Pricing Officer may deem advisable.

(c) The Pricing Officer is authorized, in connection with effecting the sale of a Series of Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "Insurer") a municipal bond insurance policy (the "Insurance Policy") in support of the Series of Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect

the issuance of the Insurance Policy by the Insurer, including commitment agreements, membership agreements in mutual insurance companies and other similar agreements.

(d) The Mayor and Mayor Pro Tem, the City Manager, Pricing Officer and City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, any Pricing Certificate, the Bonds, the sale of the Bonds, any Purchase Agreement and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 11. [RESERVED].

SECTION 12. INVESTMENTS.

(a) The Issuer may invest amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended.

(b) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

SECTION 13. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

> "*Financial Obligation*" means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data (the "Annual Operating Report") with respect to the Issuer of the general type included in the final Offering Document for a Series of Bonds authorized by this Ordinance, being the information described in the Pricing Certificate for the Series of Bonds. The Issuer will additionally provide financial statements of the Issuer (the "Financial Statements"), that will be (i) prepared in accordance with the accounting principles described in the Pricing Certificate for the Series of Bonds or such other accounting principles as the Issuer may be required

to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in the final Official Statement and (ii) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each fiscal year and the Financial Statements within 12 months of the end of each fiscal year, in each case beginning with the fiscal year ending in and after the fiscal year designated in the Pricing Certificate for the Series of Bonds. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such fiscal year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable fiscal year, when and if the audit report on such Financial Statements becomes available. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to a Series of Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;
2. Modifications to rights of holders of the Series of Bonds;
3. Bond calls;
4. Release, substitution, or sale of property securing repayment of the Series of Bonds;
5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
6. Appointment of a successor or additional trustee or the change of name of a trustee; and
7. Incurrence of a Financial Obligation of the Issuer or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to a Series of Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;
2. Unscheduled draws on debt service reserves reflecting financial difficulties;
3. Unscheduled draws on credit enhancements reflecting financial difficulties;
4. Substitution of credit or liquidity providers, or their failure to perform;
5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series of Bonds, or other material events affecting the tax-exempt status of the Series of Bonds;
6. Tender offers;
7. Defeasances;
8. Rating changes;
9. Bankruptcy, insolvency, receivership or similar event of an obligated person; and
10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for a Series of Bonds for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Series of Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes the Series of Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) The provisions of this Section applicable to a Series of Bonds may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds of the Series in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Series of Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the Registered Owners and beneficial owners of the Series of Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds of the Series in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Amendment of the Rule. The provisions of this Section shall be revised by the Pricing Officer to reflect the requirements of the Rule if the Rule is amended after the adoption of this Ordinance but prior to the delivery of a Series of Bonds so as to permit an underwriter to purchase or sell the Series of Bonds in the primary offering of the Series in compliance with the Rule. Any such revisions shall be set forth in the Pricing Certificate for the Series of Bonds and are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary.

(f) Applicability of Section. Each Pricing Certificate shall designate whether this Section is to be applicable to the Series of Bonds issued pursuant to the Pricing Certificate.

SECTION 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of a Series of Bonds aggregating in principal amount a majority of the aggregate principal amount of then outstanding Bonds of that Series that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds of a Series, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds of a Series so as to:

(1) Make any change in the maturity of any of the outstanding Bonds of the Series;

(2) Reduce the rate of interest borne by any of the outstanding Bonds of the Series;

(3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds of the Series;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds of the Series or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of Bonds of the Series necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each Registered Owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all of the Bonds of a Series then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of a majority in aggregate principal amount of the affected Series of Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the Registration Books kept by the Paying Agent/Registrar.

SECTION 15. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or agents of the Issuer or the members of its governing body.

SECTION 16. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Mayor or a Pricing Officer are further authorized to enter into and execute on behalf of the Issuer with the escrow agent named

therein, an escrow agreement, deposit agreement or other similar agreement, in the form and substance as shall be approved by the Pricing Officer, which agreement will provide for the payment in full of the Refunded Notes. In addition, the Mayor, Pricing Officer or other officer of the Issuer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities, (as defined in the agreement), if any, and to authorize such contributions to the escrow fund as provided in the agreement.

SECTION 17. REDEMPTION OF REFUNDED NOTES.

(a) The Refunded Notes shall be paid upon the earlier of their stated maturity dates or the earliest redemption dates for which notice of redemption can be given pursuant to the Master ECP Ordinance, in each case at a price of par plus accrued interest to the date of payment. As soon as practicable after sale of a Series of Bonds, appropriate notices of redemption shall be delivered to the paying agent/registrar for the Refunded Notes to notify, in accordance with the requirements of the Master ECP Ordinance, the owners of the Refunded Notes of the call for redemption thereof.

(b) In addition, the paying agent/registrar for the Refunded Notes is hereby directed to provide the appropriate notices of redemption and defeasance as specified by the Master ECP Ordinance and is hereby directed to make appropriate arrangements so that the Refunded Notes may be redeemed on their respective redemption dates. The Refunded Notes shall be presented for redemption at the paying agent/registrar therefore, and shall not bear interest after the date fixed for redemption.

(c) Concurrently with the delivery of a Series of Bonds, the Issuer shall cause to be deposited an amount from the proceeds from the sale of the Bonds, together with, to the extent necessary, available funds of the Issuer, with the paying agent/registrar for the Refunded Notes or placed in escrow with the escrow agent, pursuant to an escrow agreement approved in Section 16 of this Ordinance, sufficient to provide for the payment at maturity or the refunding and redemption, on the date or dates fixed for redemption, of all of the Refunded Notes, in accordance with Subchapter C of Chapter 1207, Texas Government Code, as amended.

SECTION 18. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount, which together with capitalized interest received from the sale of the Bonds, if any, will be sufficient to pay such debt service, and such amount shall be used for no other purpose.

SECTION 19. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

SECTION 20. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

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, APPROVED AND EFFECTIVE this December 3, 2024.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller Digitally signed by Susan Keller Date: 2024.11.11 22:38:45 -06'00'

SCHEDULE I

November 5, 2019 Election Voted Bonds

Purpose	Amount Authorized	Amount Previously Issued*	Unissued Balance
Street Improvements	$154,000,000	$135,100,000	$18,900,000
Police Public Safety Facilities	$61,900,000	$61,900,000	$0
Land for Parks	$5,000,000	$5,000,000	$0

* Includes principal and premium

November 7, 2023 Election Voted Bonds

Purpose	Amount Authorized	Amount Previously Issued*	Unissued Balance
Street Improvements	$45,125,000	$5,000,000	$40,125,000
Drainage And Flood Control Improvements	$58,860,000	$10,000,000	$48,860,000
Park System Improvements	$33,450,000	$9,450,000	$24,000,000
Fire and Animal Control Public Safety Facilities	$42,015,000	$26,170,000	$15,845,000
Affordable Housing Projects	$15,000,000	$0	$15,000,000
Active Adult Center Facility	$47,360,000	$0	$47,360,000
New South Branch Library	$49,545,000	$2,500,000	$47,045,000

* Includes principal and premium

File #: ID 24-2199, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, Texas considering all matters incident and related to the issuance, sale and delivery of up to $300,000,000 in principal amount of "City of Denton Utility System Revenue Refunding Bonds, Series 2025"; authorizing the issuance of the bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date. The Public Utilities Board recommends approval (4-0).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Cassey Ogden**

DATE: **December 03, 2024**

SUBJECT

Consider adoption of an ordinance of the City of Denton, Texas considering all matters incident and related to the issuance, sale and delivery of up to $300,000,000 in principal amount of "City of Denton Utility System Revenue Refunding Bonds, Series 2025"; authorizing the issuance of the bonds; delegating the authority to certain city officials to execute certain documents relating to the sale of the bonds; approving and authorizing instruments and procedures relating to said bonds; enacting other provisions relating to the subject; and providing an effective date. The Public Utilities Board recommends approval (4-0).

BACKGROUND

The Utility System Extendable Commercial Paper (UECP) program established in 2021 requires an annual adoption of a Utility System Revenue Refunding Bond Ordinance. If needed, the refunding bonds sold would be used to pay off any maturing short-term extendable commercial paper and convert the debt to long term financing.

Commercial paper notes cannot have a maturity that is later than the 270th day after the date on which the paper is initially issued. This Ordinance is an integral part of the UECP program because it provides delegated authority that allows refunding bonds to be issued, within certain parameters, in the event that commercial paper is issued and cannot otherwise be retired or defeased by the 270th day.

By doing so, City staff will be authorized to execute the sale without additional Council action. Once the exact terms of the transaction are determined, staff will provide the City Council with additional information in an informal staff report. This ordinance will give staff the flexibility to sell revenue refunding bonds to pay off the commercial paper outside of the City's normal financing routine should it be necessary.

One benefit of adopting this refunding ordinance is establishing the authority to execute the sale of long-term debt quickly, avoiding additional costs of step-up rates by not having to extend the commercial paper term. Another benefit is rating agencies view the refunding ordinance as a positive measure that ensures the City has a quick and viable means of paying off maturing commercial paper. This measure will assist in maintaining a desirable credit rating on the commercial paper. A third benefit is potential investors view the refunding ordinance as a positive measure that increases confidence in the investment.

The parameters ordinance sets the following requirements in order to complete the sale of the revenue bonds.

(i) the aggregate original principal amount of the Bonds shall not exceed $300,000,000;
(ii) the maximum stated maturity of the Bonds shall not exceed 30 years from the date of issuance;

(iii) the Bonds shall bear interest at a fixed rate, and the net effective interest rate on the Bonds shall not exceed the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the Issuer in the exercise of its borrowing powers (prescribed by Chapter 1204, Texas Government Code, as amended);

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer through execution of a Pricing Certificate on or prior to December 3, 2025; and

(vi) on or prior to delivery, the Bonds shall be rated by a nationally recognized rating agency for municipal securities in one of the four highest categories for long-term obligations.

RECOMMENDATION

Staff recommends moving forward with the annual refunding ordinance approval by City Council.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

The required annual adoption of the UECP was last approved by City Council on December 12, 2023 (Ord 23-2241).

EXHIBITS

1. Agenda Information Sheet
2. Ordinance

Respectfully submitted:
Randee Klingele
Treasury Manager

ORDINANCE NO. 24-____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF UP TO $300,000,000 IN PRINCIPAL AMOUNT OF "CITY OF DENTON UTILITY SYSTEM REVENUE REFUNDING BONDS, SERIES 2025"; AUTHORIZING THE ISSUANCE OF THE BONDS; DELEGATING THE AUTHORITY TO CERTAIN CITY OFFICIALS TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID BONDS; ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, defined terms used in this Ordinance shall have the meaning given said terms in Section 1 of this Ordinance, unless otherwise indicated herein; and

WHEREAS, the City of Denton (the "*City*" or the "*Issuer*") has heretofore issued its City of Denton Utility System Revenue Bonds, Series 2017 (the "*Series 2017 Bonds*"), its City of Denton Utility System Revenue Refunding Bonds, Taxable Series 2021 (the "*Series 2021 Bonds*"), and its City of Denton Utility System Revenue Note, Taxable Series 2024 (the "*Series 2024 Note*"), and has authorized the issuance of its City of Denton Utility System Revenue Bonds, Series 2024 (the "*Series 2024 Bonds*" and, together with the Series 2017 Bonds, the Series 2021 Bonds and the Series 2024 Note, the "Existing Bonds"); and

WHEREAS, in the ordinances adopted by the City Council of the City authorizing the issuance of the Existing Bonds, the City reserved the right to issue revenue bonds on a parity with the Existing Bonds; and

WHEREAS, pursuant to an Ordinance Establishing the City of Denton Utility System Extendable Commercial Paper Financing Program and Authorizing Utility System Revenue Extendable Commercial Paper Notes, Series A, adopted on January 12, 2021, as amended by Ordinance No. 21-355 adopted on February 23, 2021 (the "*ECP Ordinance*"), the Issuer has authorized to be outstanding the following described obligations:

> City of Denton Utility System Revenue Extendable Commercial Paper Notes, Series A (Tax-Exempt) and City of Denton Utility System Revenue Extendable Commercial Paper Notes, Series A (Taxable), in the aggregate original principal amount not to exceed $300,000,000 at any time (collectively, the "*ECP Series A Notes*"); and

WHEREAS, the Issuer now desires to refund all or part of the ECP Series A Notes (the "*Eligible Refunded Notes*," and those Eligible Refunded Notes designated by the Pricing Officer in a Pricing Certificate, each as defined below, to be refunded are herein referred to as the "*Refunded Notes*"; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("*Chapter 1207*") authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Notes or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Notes, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Notes; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow or similar agreement with such paying agent for the Refunded Notes or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree; and

WHEREAS, the issuance of the Bonds and the application of the proceeds of the Bonds to refund the Refunded Notes, which consist of extendable commercial paper notes, makes it impracticable to determine the maximum amount by which the aggregate amount of payments to be made under the Bonds exceeds the aggregate amount of payments that would have been made under the terms of the Refunded Notes for purposes of Section 1207.008(a)(2) of Chapter 1207; and

WHEREAS, the City Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Notes in accordance with this Ordinance, with the terms of any series of Bonds issued to be included in a Pricing Certificate to be executed by the Pricing Officer, all in accordance with the provisions of Section 1207.007 of Chapter 1207 and Chapter 1371, Texas Government Code, as amended ("*Chapter 1371*"); and

WHEREAS, all the Refunded Notes mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the bonds hereinafter authorized to be issued are to be issued, sold and delivered pursuant to the general laws of the State of Texas, including Texas Government Code Chapters 1207, 1502 and 1371, as amended, and the Issuer's Home Rule Charter; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. DEFINITIONS.

The defined terms in recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

"*Accountant*" means an independent certified public accountant or accountants or a firm of independent certified public accountants, in either case, with demonstrated expertise and competence in public accountancy.

"*Additional Senior Lien Obligations*" means bonds, notes, contractual obligations or other Debt which the Issuer reserves the right to issue or enter into, as the case may be, in the future under the terms and conditions provided in Section 17 and which obligations are equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues on a parity with the Bonds and other Senior Lien Obligations.

"*Amortization Installment*" means, with respect to Senior Lien Obligations issued as Term Bonds, each mandatory sinking fund redemption of such Term Bonds (whether prior to maturity or at maturity), provided that the total Amortization Installments for such Term Bonds shall be sufficient to provide for retirement of the aggregate principal amount of such Term Bonds.

"*Annual Debt Service Requirements*" means, as of the date of calculation, the principal of and interest on all Senior Lien Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof or other demand conditioned upon default by the Issuer on such Debt, or be payable in respect of any required purchase of such Debt by the Issuer) in such Year, and, for such purposes, any one or more of the following rules shall apply at the election of the Issuer:

(1) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt, except Term Bonds, due (or payable in respect of any required purchase of such Funded Debt by the Issuer) in any Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Year (such principal due in such Year for such series or issue of Funded Debt being referred to herein and throughout this Ordinance as "*Balloon Debt*"), the amount of principal of such Balloon Debt taken into account during any Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(2) Consent Sinking Fund. In the case of Balloon Debt, if a Designated Financial Officer shall deliver to the Issuer a certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such certificate ending on or before the Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (2) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (2) shall not apply where the Issuer has elected to apply the rule set forth in clause (1) above;

(3) Term Bonds. The principal of Term Bonds shall be considered as maturing in accordance with the Amortization Installments set forth in the ordinance authorizing same;

(4) Prepaid Debt. Principal of and interest on Senior Lien Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt;

(5) Variable Rate. As to any Senior Lien Obligations that bear interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the Issuer, either (A) an interest rate equal to the average rate borne by such Senior Lien Obligations (or by comparable debt in the event that such Senior Lien Obligations has not been Outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (B) an interest rate equal to the 30-year Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of revenue bonds with maturities of at least 20 years which is published in a financial newspaper or journal with national circulation may be used for this purpose (if two series of Senior Lien Obligations which bear interest at variable interest rate, or one or more maturities within a series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Senior Lien Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Senior Lien Obligations);

(6) Committed Take Out. If the Issuer has entered into a Credit Agreement constituting a binding commitment within normal commercial practice to discharge any of its Funded Debt at its Maturity or Stated Maturity (or, if due on demand, at any date on which demand may be made) or to purchase any of its Funded Debt at any date on which such Debt is subject to required purchase, all under arrangements whereby the Issuer's obligation to repay the amounts advanced for such discharge or purchase constitutes Funded Debt, then the portion of the Funded Debt committed to be discharged or purchased shall be excluded from such calculation and the principal of and interest on the Funded Debt incurred for such discharging or purchase that would be due in the Year for which the calculation is being made, if incurred at the Stated Maturity or purchase date of the Funded Debt to be discharged or purchased, shall be added;

(7) Credit Agreement Payments. If the Issuer has entered into a Credit Agreement in connection with an issue of Debt, payments due under the Credit Agreement (other than payments for fees and expenses), for either the Issuer or the Credit Provider, shall be included in such calculation, except to the extent that the payments are already taken into account under (1) through (6) above and any payments otherwise included above under (1) through (6) which are to be replaced by payments under a Credit Agreement, from either the Issuer or the Credit Provider, shall be excluded from such calculation; and

(8) Guarantee. In the case of any guarantee, as described in clause (2) of the definition of Debt, no obligation will be counted if the Issuer does not anticipate in its annual budget that it will make any payments on the guarantee. If, however, the Issuer is making payments on a guarantee or anticipates doing so in its annual budget, such obligation shall be treated as Senior Lien Obligations and calculations of annual debt service requirements with respect to such guarantee shall be made assuming that the Issuer will make all additional payments due under the guaranteed obligation. If the entity whose obligation is guaranteed cures all defaults and the Issuer no longer anticipates making payments under the guarantee, the guaranteed obligations shall not be included in the calculation of Annual Debt Service Requirements.

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

"*Average Annual Debt Service Requirements*" means that average amount which, at the time of computation, will be required to pay the Annual Debt Service Requirements when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Annual Debt Service Requirements by the number of Years then remaining before Stated Maturity of such Senior Lien Obligations. For the purposes of this definition, a fractional period of a Year shall be treated as an entire Year.

"*Bond*," "*Bonds*" and "*Series 2025 Bonds*" have the meaning assigned to such terms in Section 2(c).

"*Capital Addition*" means the construction or acquisition of improvements or rights that will increase the capacity of the System, or an interest therein, and which shall become a part of the System.

"*City Council*" means the City Council of the Issuer.

"*Code*" means the Internal Revenue Code of 1986, as amended, and the applicable regulations and rules promulgated in connection therewith.

"*Consulting Engineer*" means an independent engineer or firm employed by the Issuer to perform and carry out the duties imposed on such engineer or firm by this Ordinance and having a favorable reputation nationally for skill and experience in the engineering of waterworks systems, wastewater systems, electric utility systems or drainage systems of comparable size and character as those forming parts of the System.

"*Credit Agreement*" means, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitment to purchase Senior Lien Obligations, purchase or sale agreement, Interest Rate Management Agreement, or commitments or other contracts or agreements authorized, recognized and approved by the Issuer as a Credit Agreement in connection with the authorization, issuance, security, or payment of Senior Lien Obligations and on a parity therewith.

"*Credit Provider*" means any bank, financial institution, insurance company, surety bond provider, or other entity which provides, executes, issues, or otherwise is a party to or provider of a Credit Agreement.

"*Debt*" means:

(1) all indebtedness payable from Pledged Revenues incurred or assumed by the Issuer for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of the System payable from Pledged Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from Pledged Revenues for borrowed money or for the acquisition, construction or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the Issuer, or that is in effect guaranteed, directly or indirectly, by the Issuer through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise.

For the purpose of determining Debt, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Years.

"*Defeasance Securities*" means any securities and obligations now or hereafter authorized by the laws of the State of Texas that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

"*Depository*" means one or more official depository banks of the Issuer.

"*DTC*" means The Depository Trust Company, New York, New York.

"*DTC Participant*" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"*Designated Financial Officer*" means the City Manager or the Assistant City Manager/Chief Financial Officer (including, in each case, the official succeeding to such position after a title change), or such other official of the Issuer so designated by the Issuer.

"*Electric System Fund*" means the special fund confirmed, established and maintained by and pursuant to the provisions of Sections 7 and 8.

"*Event of Default*" means an event as described in Section 28.

"*Funded Debt*" means all Senior Lien Obligations created or assumed by the Issuer that mature by their terms (in the absence of the exercise of any earlier right of demand), or that are renewable at the option of the Issuer to a date, more than one year after the original creation or assumption of such Debt by the Issuer.

"*Gross Revenues*" mean all revenues, income and receipts of every nature derived or received by the Issuer from the operation and ownership of the System, including the interest income from investment or deposit of money in any fund or account created by this Ordinance or maintained by the Issuer in connection with the System.

"*Initial Bonds*" has the meaning assigned to such term in Section 2(c).

"*Interest and Sinking Fund*" means the special fund created, established and maintained by and pursuant to the provisions of Sections 7 and 10.

"*Interest Rate Management Agreement*" means an agreement that provides for an interest rate transaction, including a swap, basis, forward, option, cap, collar, floor, lock, or hedge transaction, a similar transaction, or any combination of those types of transactions, now or hereafter authorized by the laws of the State of Texas, including, without limitation, Chapter 1371.

"*Issuer*" means the City of Denton, Texas.

"*Maturity*" means, when used with respect to any Debt, the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof, or call for redemption, or otherwise.

"*Maximum Annual Debt Service Requirements*" means the greatest amount of Annual Debt Service Requirements scheduled to occur in any future Year or in the then current Year for the particular obligations for which such calculation is made.

"*Net Revenues*" mean all Gross Revenues remaining after deducting Operating Expenses.

"*Operating Expenses*" means the reasonable and necessary expenses of operation and maintenance of the System, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the Issuer, are necessary to keep the System in operation and render adequate service or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Senior Lien Obligations), and all payments under contracts for materials and services (including water supply contracts) provided to the Issuer that are required to enable the Issuer to render efficient service. The following shall never be considered as an Operating Expense: (1) depreciation, (2) franchise fees paid to the Issuer or transferred to the general fund or other fund of the Issuer, and (3) return on investment payments made to the Issuer or transferred to the general fund or other fund of the Issuer.

"*Ordinance*" means this ordinance finally adopted by the City Council on December 3, 2024.

"*Outstanding*" means, when used with respect to Senior Lien Obligations, as of the date of determination, all Senior Lien Obligations theretofore delivered under this Ordinance and any ordinance authorizing other Senior Lien Obligations, except:

(1) Senior Lien Obligations theretofore cancelled and delivered to the Issuer or delivered to the paying agent/registrar for the Senior Lien Obligation for cancellation;

(2) Senior Lien Obligations deemed paid pursuant to the provisions of Section 22 or any comparable section of any ordinance authorizing Additional Senior Lien Obligations;

(3) Senior Lien Obligations upon transfer of or in exchange for and in lieu of which other Senior Lien Obligations have been authenticated and delivered pursuant to this Ordinance and any ordinance authorizing Additional Senior Lien Obligations; and

(4) Senior Lien Obligations under which the obligations of the Issuer have been released, discharged or extinguished in accordance with the terms thereof.

"*Paying Agent/Registrar*" means the paying agent/registrar for the Bonds, described in Section 4(a) and any successor thereto.

"*Permitted Investments*" means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended, or other applicable law.

"*Pledged Revenues*" means

(1) the Net Revenues, plus

(2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the Issuer to the payment of the Senior Lien Obligations,

and excluding those revenues excluded from Gross Revenues or excluded from Net Revenues.

"*Pricing Certificate*" means the certificate of the Pricing Officer referenced in Section 3 to be executed and delivered in connection with the initial issuance of each Series of Bonds.

"*Pricing Officer*" means any one of the City Manager of the Issuer, the Assistant City Manager/Chief Financial Officer of the Issuer or the Director of Finance of the Issuer (including any person appointed to such position on an "acting" or "interim" basis).

"*Purchaser*" means the initial purchaser or purchasers of the Bonds.

"*Rate Stabilization Reserve*" means a rate stabilization reserve created, established and maintained by and pursuant to the provisions of Section 12 in the Electric System Fund, the Wastewater System Fund or the Water System Fund.

"*Rating Agency*" means any nationally recognized securities rating agency which has assigned, at the request of the Issuer, a rating to the Senior Lien Obligations.

"*Record Date*" means Record Date as defined in the FORM OF BOND.

"*Registered Owner*" or "*Registered Owners*" means the registered owner, whose name appears in the Registration Books, for any Senior Lien Obligation.

"*Registration Books*" means the books or records for the registration of the transfer, conversion and exchange of the Bonds kept by the Paying Agent/Registrar.

"*Reserve Credit Facility*" means (i) a policy of insurance or a surety bond, issued by an issuer of policies of insurance insuring the timely payment of debt service on governmental obligations, and (ii) a letter or line of credit issued by any financial institution, in each case meeting the requirements for such facility under any ordinance authorizing the issuance of Senior Lien Obligations that are to be secured by a debt service reserve fund.

"*Senior Lien Obligations*" means the Series 2017 Bonds, the Series 2021 Bonds, the Series 2024 Bonds, the Bonds and any Additional Senior Lien Obligations hereafter issued by the Issuer or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Council in accordance with applicable law) if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

"*Senior Lien Obligation Reserve Requirement*" means the amount or a manner of calculating the amount established by each ordinance authorizing the issuance of Senior Lien Obligations that are to be secured by a debt service reserve fund to be held and maintained on deposit therein.

"*Series*" or "*Series of Bonds*" means any designated series of Bonds issued pursuant to this Ordinance.

"*Series 2017 Bond Ordinance*" means the ordinance adopted by the City Council of the City on June 21, 2016 authorizing the issuance of the Series 2017 Bonds.

"*Special Project*" means any water, wastewater, electric, drainage or other facilities of any kind or other public improvement declared by the Issuer not to be part of the System, for which the costs of acquisition, construction and installation are paid from proceeds of Special Project Bonds, but only to the extent that and for so long as all or any part of the revenues or proceeds of which are or will be pledged to secure the payment or repayment of such costs of acquisition, construction and installation under such financing transaction.

"*Special Project Bonds*" means special revenue obligations of the Issuer which are not secured by the Pledged Revenues, but which are secured by and payable solely from liens on and pledges of any other revenues, sources, or payments, including, but not limited to, special contract revenues or payments received from the System, any other legal entity, or any combination thereof, in connection with a Special Project; and such revenues, sources or payments shall not be considered as or constitute Gross Revenues of the System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such Special Project Bonds.

"*Special Record Date*" has the meaning assigned to such term in Section 4(d).

"*Stated Maturity*" means the annual principal payments of the Senior Lien Obligations payable on the respective dates set forth in the ordinances which authorized the issuance of such Senior Lien Obligations.

"*Subordinate Lien Obligations*" means any bonds, notes, contractual obligations or other Debt issued by the Issuer that are payable from or reasonably expected to be payable in whole from, and equally and ratably secured by a lien on and pledge of the Pledged Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Pledged Revenues that are or will be pledged to the payment of any Senior Lien Obligations issued by the Issuer.

"*System*" means the Issuer's entire existing waterworks system, the Issuer's entire existing wastewater system, the Issuer's entire existing electric light and power system, and the Issuer's entire existing drainage system, together with all future extensions, improvements, enlargements, and additions thereto, and all replacements thereof; provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not include any Special Projects which are hereafter acquired or constructed by the Issuer with the proceeds of Special Project Bonds.

"*System Funds*" means, collectively, the Electric System Fund, the Wastewater System Fund and the Water System Fund.

"*Tax-Exempt Bonds*" means any Bond, the interest on which is excludable from gross income for federal income tax purposes.

"*Taxable Bonds*" means any Bond, the interest on which is includable in gross income for federal income tax purposes.

"*Term Bonds*" means those Senior Lien Obligations (if any) so designated pursuant to the terms of the ordinance authorizing their issuance, which shall be subject to retirement by operation of mandatory sinking fund redemptions.

"*Term of Issue*" means with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) thirty years.

"*Wastewater System Fund*" means the special fund confirmed, established and maintained by and pursuant to the provisions of Sections 7 and 8.

"*Water System Fund*" means the special fund confirmed, established and maintained by and pursuant to the provisions of Sections 7 and 8.

"*Year*" means the regular fiscal year used by the Issuer in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the Issuer.

SECTION 2. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS.

(a) Recitals. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

(b) Amount; Purpose. The bonds of the Issuer are hereby authorized to be issued and delivered in one or more Series in the maximum aggregate principal amount (determined without regard to premium or

discount affecting the sale price) of $300,000,000 for the public purpose of refunding the Refunded Notes , and to pay the costs associated with the issuance of the Bonds.

(c) Designation of the Bonds. Each bond issued pursuant to this Ordinance shall be designated: "CITY OF DENTON UTILITY SYSTEM REVENUE REFUNDING BOND, SERIES 2025" with each Series of Bonds having a letter designation following the year, starting with "A", and with such changes as designated by the Pricing Officer pursuant to Section 3. Initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, payable to the respective Registered Owners thereof (with the Initial Bond being made payable to the Purchaser as described in Section 27 hereof). The terms "*Bonds*" and "*Series 2025 Bonds*" as used herein shall mean and include collectively all bonds initially issued hereunder (the "*Initial Bonds*") and all substitute bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "*Bond*" shall mean any of the Bonds. The Bonds shall be in the respective principal amounts, shall be numbered, shall mature and be payable on the date or dates in each of the years and in the principal amounts, and shall bear interest to their respective dates of maturity or redemption prior to maturity at the rates per annum, as set forth in the Pricing Certificate.

SECTION 3. DELEGATION TO PRICING OFFICER.

(a) As authorized by Section 1371.053 of Chapter 1371, a Pricing Officer is hereby authorized to act on behalf of the Issuer in selling and delivering each Series of the Bonds, determining which of the Eligible Refunded Notes shall be refunded, and carrying out the other procedures specified in this Ordinance, including, determining the date of sale of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment and record dates, the use of capitalized interest, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Issuer, as well as any mandatory sinking fund redemption provisions, whether any Series of Bonds will be secured by a debt service reserve fund and the amount of any Senior Lien Obligation Reserve Requirement, whether a Series will be issued as Tax-Exempt Bonds or Taxable Bonds, the authorized denominations of and the method for the calculation of interest for any Taxable Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds and the refunding of the Refunded Notes, including without limitation establishing the redemption date for and effecting the redemption of Refunded Notes, approving modifications to this Ordinance and executing such instruments, documents and agreements as may be necessary with respect to the issuance of the Bonds, and obtaining municipal bond insurance for all or any portion of the Bonds (including in connection therewith the execution of any commitment agreements, membership agreements in mutual insurance companies, and other similar agreements) and providing for the terms and provisions thereof applicable to the Bonds, all of which shall be specified in the Pricing Certificate; provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $300,000,000;

(ii) the maximum stated maturity of the Bonds shall not exceed 30 years from the date of issuance;

(iii) the Bonds shall bear interest at a fixed rate, and the net effective interest rate on the Bonds shall not exceed the maximum net effective interest rate permitted by law to be paid on obligations issued or incurred by the Issuer in the exercise of its borrowing powers (prescribed by Chapter 1204, Texas Government Code, as amended);

(iv) the delegation made hereby shall expire if not exercised by the Pricing Officer through execution of the Pricing Certificate on or prior to December 3, 2025; and

(v) on or prior to delivery, the Bonds shall be rated by a Rating Agency for municipal securities in one of the four highest categories for long-term obligations.

(b) In establishing the aggregate principal amount of a Series of Bonds, the Pricing Officer shall establish an amount not exceeding, in aggregate with any other Series of Bonds, the amount authorized in Subsection (a)(i) hereof, which shall be sufficient in amount to provide for the purposes for which the Series of Bonds are authorized and to pay costs of issuing the Bonds. Each Series of Bonds shall be sold with and subject to such terms as set forth in the Pricing Certificate for such Series.

SECTION 4. CHARACTERISTICS OF THE BONDS.

(a) Appointment of Paying Agent/Registrar. The Pricing Officer shall designate in the Pricing Certificate a bank to act as the Paying Agent/Registrar for the Bonds. A Pricing Officer is authorized and directed to execute and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept Registration Books at the corporate trust office of the Paying Agent/Registrar, and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

(c) Authentication. Except as provided in subsection (g) of this Section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, resolutions, orders or other instruments need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially

were issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are Outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser or purchasers specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof and the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsections (j) and (k) of this Section, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) Blanket Letter of Representations. The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Ordinance in the event of conflict.

(j) Bonds Registered in the Name of Cede & Co. With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(k) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(l) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(m) General Characteristics of the Bonds. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may and shall be redeemed prior to their scheduled maturities, (iii) may be transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi)

shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Ordinance (as modified in the Pricing Certificate). The Bonds initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/registrar's Authentication Bond, in the FORM OF BOND set forth in this Ordinance.

(n) Cancellation of Initial Bonds. On the closing date, one Initial Bond representing the entire principal amount of a Series of the Bonds, payable in stated installments to the Purchaser or its designee, executed by manual or facsimile signature of the Mayor and Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for such Initial Bond, the Paying Agent/Registrar shall cancel such Initial Bond and deliver to DTC on behalf of such purchaser one registered definitive Bond for each year of maturity of such Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

SECTION 5. FORM OF BONDS. The form of the Bonds ("FORM OF BOND"), including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance, and with the FORM OF BOND to be modified pursuant to, and completed with information set forth in, the Pricing Certificate.

(a) FORM OF BOND.

NO. R-

PRINCIPAL AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS

CITY OF DENTON
UTILITY SYSTEM REVENUE REFUNDING BOND
SERIES 2025

Interest Rate	Delivery Date	Maturity Date	CUSIP No.

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the City of Denton, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from

_____, _____ at the Interest Rate per annum specified above. Interest is payable on _____, ____ and semiannually on each _____ and _____ thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of _____, _____, _____, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the _____ day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment or redemption at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for any payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____, _____, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of $_____

for the public purpose of refunding the Refunded Notes, and to pay the costs associated with the issuance of the Bonds.

ON _____, or on any date thereafter, the Bonds of this series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of $5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

[THE BONDS scheduled to mature on _____ in the years ____ and ____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond Maturity: _____, 20__		Term Bond Maturity: _____,20__	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
February 15,20__	$_____	February 15,20__	$_____
February 15,20__	_____	February 15,20__	_____
February 15,20__	_____	February 15,20__	_____
February 15,20__ (maturity)	_____	February 15,20__ (maturity)	_____

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 50 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.]

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, at least 30 days prior to the date fixed for any such redemption, to the Registered Owner of each Bond to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the Registered Owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being Outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds

having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of $5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall, within five days thereafter, give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of $5,000. As provided in the Bond Ordinance, this Bond may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of $5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of $5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

THE BONDS are special obligations of the Issuer payable solely from and equally secured by a lien on and pledge of the Pledged Revenues of the Issuer’s System (as defined in the Ordinance). Reference is hereby made to the Bond Ordinance for a more complete statement of the covenants and provisions securing the payment of this Bond and the series of which it is one.

THE ISSUER EXPRESSLY RESERVES the right to issue further and additional special revenue obligations equally secured by a lien on and pledge of the Pledged Revenues of the Issuer's Utility System on a parity with the Bonds of this issue; provided, however, that any and all such additional Senior Lien Obligations may be issued only in accordance with and subject to the covenants, conditions, limitations and restrictions relating thereto which are set out and contained in the Bond Ordinance, to which reference is hereby made for more complete and full particulars. The Issuer has further reserved the right in the Bond Ordinance to issue Subordinate Lien Obligations and to finance Special Projects that are not part of the System and not payable from Pledged Revenues and for which all maintenance and operation expenses are payable from sources other than Pledged Revenues.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation or from any sources whatsoever other than those described in the Bond Ordinance.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owners of a majority in aggregate principal amount of the Outstanding Bonds.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, the Mayor Pro-Tem of the Issuer) and countersigned with the manual or facsimile signature of the Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

_____	_____
Secretary	Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:_____. _____

_____, _____
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto: _____

_____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

_____

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

_____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

_____

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that there is on file and of record in my office a true and correct copy of the opinion of the Attorney General of the State of Texas approving this Bond and that this Bond has been registered this day by me.

Witness my signature and seal this _____.

_____
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The Initial Bonds shall be in the form set forth is paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE CITY OF DENTON, TEXAS (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____ in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years	Principal Installments ($)	Interest Rates (%)

(Information for the Bonds from the Pricing Certificate to be inserted)

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, ____ at the respective Interest Rate per annum specified above. Interest is payable on _____, ____, and semiannually on each _____ and _____ thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

SECTION 6. PLEDGE OF PLEDGED REVENUES.

(a) The Bonds are "Additional Senior Lien Obligations" as permitted by Section 17 of the Series 2017 Bond Ordinance; and it is hereby determined, declared and resolved that Sections 1, 6 through 17, 19, 20, 21, 28 and 30 of this Ordinance are supplemental to and cumulative of such sections in the Series 2017 Bond Ordinance.

(b) The Issuer hereby covenants and agrees that the Pledged Revenues are hereby irrevocably pledged to the payment and security of the Senior Lien Obligations, including the establishment and maintenance of the special funds confirmed, created, established and maintained for the payment and security thereof, all as hereinafter provided; and it is hereby ordered that the Senior Lien Obligations, and the interest thereon, shall constitute a lien on and pledge of the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the Issuer, and the lien created hereby on the Pledged Revenues for the payment and security of the Senior Lien Obligations, including the establishment and maintenance of the special funds created, confirmed, established and maintained for the payment and security thereof, shall be superior to the lien on and pledge of the Pledged Revenues securing payment of any Subordinate Lien Obligations heretofore or hereafter issued by the Issuer. The Senior Lien Obligations, and any interest payable thereon, are and shall secured by and payable from a first lien on and pledge of the Pledged

Revenues. The Senior Lien Obligations are not and will not be secured by or payable from a mortgage or deed of trust on any real, personal, or mixed properties constituting the System.

(c) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are Outstanding and unpaid, the result of such amendment being that the pledge of the Pledged Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

SECTION 7. SPECIAL FUNDS.

(a) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a special fund entitled the "City of Denton Electric System Fund" (the "*Electric System Fund*").

(b) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a special fund entitled the "City of Denton Wastewater System Fund" (the "*Wastewater System Fund*").

(c) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer, a special fund entitled the "City of Denton Water System Fund" (the "*Water System Fund*").

(d) There heretofore has been created and is hereby confirmed and ordered to be maintained on the books of the Issuer so long as Senior Lien Obligations are Outstanding, a separate fund entitled "City of Denton Utility System Revenue Bonds Interest and Sinking Fund" (the "*Interest and Sinking Fund*").

(e) The Issuer may at any time combine any two or more of the Electric System Fund, Wastewater System Fund or Water System Fund into a single Fund. Any references in this Ordinance to any of the Funds so combined shall be deemed to refer to the newly combined Fund.

(f) Each such Fund shall be accounted for separate and apart from all other funds of the Issuer, and shall be maintained in a Depository of the Issuer.

SECTION 8. SYSTEM FUNDS. The Issuer hereby covenants, agrees and establishes that the Gross Revenues shall be deposited and credited to the System Funds immediately as collected and received except as otherwise provided in this Ordinance. All Operating Expenses are and shall be paid from such Gross Revenues as a first charge against same.

SECTION 9. FLOW OF FUNDS.

(a) All Gross Revenues deposited and credited to the System Funds shall be pledged and appropriated to the extent required for the following uses and in the order of priority shown:

First: to the payment of all necessary and reasonable Operating Expenses as defined herein, and the payment of such Operating Expenses shall be a first charge on and claim against the Gross Revenues.

Second: to the payment of the amounts required to be deposited and credited to the Interest and Sinking Fund, created and established for the payment of the Bonds and any other Senior Lien Obligations as the same become due and payable.

Third: pro rata to the payment of the amounts required to be deposited and credited to each debt service reserve fund (including any payments under any Reserve Credit Facility) as may be created and established to maintain a reserve with respect to the Additional Senior Lien Obligations, if any, and in accordance with the provisions of the ordinances relating to the issuance of any Additional Senior Lien Obligations hereafter issued by the Issuer.

Fourth: to make payment, including payment of amounts required for reserve fund requirements, of Subordinate Lien Obligations.

(b) Any Pledged Revenues remaining in the System Funds after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other Issuer purpose now or hereafter permitted by law.

SECTION 10. INTEREST AND SINKING FUND.

(a) For purposes of providing funds to pay the principal of, premium, if any, and interest on the Senior Lien Obligations as the same become due and payable, including any Amortization Installment payments, the Issuer agrees that it shall maintain the Interest and Sinking Fund. The Issuer covenants to deposit and credit to the Interest and Sinking Fund prior to each principal, interest payment or redemption date from the available Pledged Revenues an amount equal to one hundred percent (100%) of the amount required to fully pay the interest on and the principal of the Senior Lien Obligations then coming due and payable. The Issuer shall deposit to the Interest and Sinking Fund the amounts required to be deposited therein with respect to Senior Lien Obligations in accordance with the ordinance authorizing such Senior Lien Obligations. The Issuer shall cause to be deposited to the credit of the Interest and Sinking Fund accrued interest received from the sale of the Bonds, and on or before the last business day of each month, the Issuer shall cause to be deposited to the credit of the Interest and Sinking Fund, in approximately equal monthly payments, amounts sufficient, together with any other funds on hand therein, to pay all of the interest or principal and interest coming due, including Amortization Installments, on the Bonds on the next succeeding interest or principal payment date.

(b) The required deposits and credits to the Interest and Sinking Fund shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in and credited to the Interest and Sinking Fund and in any debt service reserve fund created pursuant to Section 11, taking into account any Reserve Credit Facility held in or for the benefit of any such debt service reserve fund, is equal to the amount required to fully pay and discharge all Outstanding Senior Lien Obligations (principal, premium, if any, and interest) or (ii) the Senior Lien Obligations are no longer Outstanding.

(c) Accrued interest, if any, received from the purchaser of any Senior Lien Obligation and capitalized interest shall be taken into consideration and reduce the amount of the deposits and credits hereinabove required into the Interest and Sinking Fund.

(d) In allocating moneys on deposit in the Interest and Sinking Fund to pay the principal of, premium, if any, and interest on the Senior Lien Obligations as the same become due and payable among Senior Lien Obligations that are secured by a debt service reserve fund created pursuant to Section 11 and Senior Lien Obligations that are not secured by a debt service reserve fund, the Issuer shall not take amounts on deposit (including moneys or Reserve Credit Facilities) in the debt service reserve funds into account when making such allocations.

SECTION 11. DEBT SERVICE RESERVE FUNDS.

(a) The Issuer may create and establish a debt service reserve fund pursuant to the provisions of any ordinance or other instrument authorizing the issuance of Senior Lien Obligations for the purpose of securing that particular issue or series of Senior Lien Obligations or any specific group of issues or series of Senior Lien Obligations (including the combining of debt service reserve funds for Senior Lien Obligations so long as the requirements of each ordinance authorizing such Senior Lien Obligations are satisfied). A debt service reserve fund may be funded from Pledged Revenues, proceeds from the sale of Additional Senior Lien Obligations, Reserve Credit Facilities, or any other available source or combination of sources. The amounts once deposited or credited to said debt service reserve funds shall no longer constitute Pledged Revenues and shall be held solely for the benefit of the owners of the particular Senior Lien Obligations for which such debt service reserve fund was established. Each debt service reserve fund shall receive a pro rata amount of the Pledged Revenues after the requirements of the Interest and Sinking Fund, which secures all Senior Lien Obligations, have first been met. Each such debt service reserve fund shall be designated in such manner as is necessary to identify the Senior Lien Obligations it secures and to distinguish such debt service reserve fund from the debt service reserve funds created for the benefit of other Senior Lien Obligations. Each ordinance authorizing the issuance of Senior Lien Obligations that are to be secured by a debt service reserve fund shall specify the amount or a manner of calculating the amount to be held and maintained on deposit therein.

(b) The Issuer may issue Additional Senior Lien Obligations not secured by any debt service reserve fund.

SECTION 12. RATE STABILIZATION RESERVES. The Issuer may from time to time establish and maintain a Rate Stabilization Reserve in any one or more of the Electric System Fund, the Wastewater System Fund and the Water System Fund for so long as any Senior Lien Obligations remain outstanding and unpaid. The Issuer may at any time deposit to the credit of any Rate Stabilization Reserve any excess Net Revenues, after making required deposits hereinabove described to the Interest and Sinking Fund and any debt service reserve fund created in accordance with Section 11(a), and any other money received by the Issuer and available to be used therefor. Funds on deposit in a Rate Stabilization Reserve may be used, at the discretion of the Issuer, for capital additions and improvements to the System or any other lawful purpose, or to enable the Issuer to satisfy its covenant set forth in Section 16(m). All interest or other earnings derived from the investment of money in a Rate Stabilization Reserve shall be credited to that Rate Stabilization Reserve. Money on deposit to the credit of a Rate Stabilization Reserve shall not be included as a revenue for purposes of satisfying the covenant set forth in Section 16(m), unless the Issuer transfers money from the Rate Stabilization Reserve to the System Funds for the sole purpose of enabling the Issuer to be in compliance with its covenant set forth in Section 16(m).

SECTION 13. DEFICIENCIES; EXCESS PLEDGED REVENUES.

(a) Deficiencies. If on any occasion there shall not be sufficient Pledged Revenues (after making all payments pertaining to all Senior Lien Obligations) to make the required deposits and credits to the Interest and Sinking Fund and any debt service reserve fund for Senior Lien Obligations, then such deficiency shall be cured as soon as possible from the next available unallocated Pledged Revenues, and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to such funds.

(b) Excess Pledged Revenues. Subject to making the deposits and credits required by this Ordinance or any ordinances authorizing the issuance of Additional Senior Lien Obligations, or the payments and credits required by the provisions of the ordinances authorizing the issuance of Subordinate Lien Obligations heretofore or hereafter issued by the Issuer, the excess Pledged Revenues may be used for any lawful purpose.

SECTION 14. INVESTMENT OF FUNDS; VALUATION; FUNDS SECURED; TRANSFER OF INVESTMENT INCOME.

(a) Moneys in any fund established or maintained pursuant to this Ordinance may, at the option of the Issuer, be invested in Permitted Investments, provided that all such deposits and investments shall be made in such manner that the money required to be expended from any Fund will be available at the proper time or times. Moneys in a debt service reserve fund for Senior Lien Obligations shall not be invested in securities maturing later than the final maturity of the Senior Lien Obligations secured by such debt service reserve fund. Such investments shall be valued in terms of current market value as of the last day of each Year, except that direct obligations of the United States (State and Local Government Series) in book-entry form shall be continuously valued at their par or face principal amount. Such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds or any Additional Senior Lien Obligations issued. To the extent not invested, moneys in any fund established pursuant to this Ordinance shall be secured in the manner prescribed by law for securing funds of the Issuer.

(b) All interest and income derived from such investments (other than interest and income derived from amounts credited to the Rate Stabilization Reserves or any debt service reserve fund created in accordance with Section 11, if the debt service reserve fund does not contain the Senior Lien Obligation Reserve Requirement) shall be credited to the System Funds semi-annually and shall constitute Gross Revenues.

SECTION 15. PAYMENT OF SENIOR LIEN OBLIGATIONS. While any of the Senior Lien Obligations are Outstanding, the Issuer shall transfer to the respective paying agent/registrar therefor, from funds on deposit in and credited to the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Senior Lien Obligations as shall become due on each interest or principal payment date, or date of redemption of the Senior Lien Obligations; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrar for the Senior Lien Obligations by not later than 11:00 a.m. Central Time on the applicable payment date for the Senior Lien Obligations. The paying agent/registrar shall destroy all paid Senior Lien Obligations and furnish the Issuer with an appropriate certificate of cancellation or destruction.

SECTION 16. ISSUER COVENANTS. The Issuer further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in any ordinance authorizing the issuance of Senior Lien Obligations, including this Ordinance, and in each and every Senior Lien Obligation; it will promptly pay or cause to be paid the principal of and interest on every Senior Lien Obligation on the dates and in the places and manner prescribed in such ordinances and obligations; and it will, at the times and in the manner prescribed, deposit and credit or cause to be deposited and credited the amounts required to be deposited and credited to the Interest and Sinking Fund.

(b) Issuer's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to issue the Bonds; that all action on its part for the issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable special obligations of the Issuer in accordance with their terms.

(c) Title. It has or will obtain lawful title to the lands, buildings, structures and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, for the benefit of the Registered Owners of the Senior Lien Obligations,

against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Senior Lien Obligations in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Issuer.

(e) Operation of System; No Free Service. It will, while any Senior Lien Obligations are Outstanding, continuously and efficiently operate the System, and shall maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be allowed, and should the Issuer or any of its agencies, instrumentalities, lessors, or concessionaires make use of the services and facilities of the System, payment monthly of the standard retail price of the services provided shall be made by the Issuer or any of its agencies, instrumentalities, lessors, or concessionaires out of funds from sources other than the revenues of the System, unless made from surplus Pledged Revenues as permitted by Section 13(b).

(f) Further Encumbrance. While any Senior Lien Obligations are Outstanding, it will not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Senior Lien Obligations, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this Ordinance; but the right of the Issuer to issue or incur obligations, including Subordinate Lien Obligations, payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) Sale or Disposal of Property. While any Senior Lien Obligations are Outstanding, it will not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or otherwise dispose of, the System, or any significant or substantial part thereof, except as follows:

(1) To the extent permitted by law, the Issuer may sell, exchange or otherwise dispose of at any time and from time to time any property or facilities constituting part of the System only if (i) it shall determine such property or facilities are not useful in the operation of the System, (ii) the proceeds of such sale are $500,000 or less, or it shall have received a certificate of a Designated Financial Officer stating in the opinion of the signer, that the fair market value of the property or facilities exchanged is $500,000 or less, or (iii) if such proceeds or fair market value exceeds $500,000 it shall have received a certificate of a Designated Financial Officer stating, in the opinion of the signer, that the sale or exchange of such property or facilities will not impair the ability of the Issuer to comply during the current or any future year with the provisions of clause (m) of this Section. The proceeds of any such sale or exchange not used to acquire other property necessary or desirable for the safe or efficient operation of the System shall forthwith, at the option of the Issuer (i) be used to redeem or purchase Senior Lien Obligations, (ii) otherwise be used to provide for the payment of Senior Lien Obligations, or (iii) be used for any other lawful purpose; and

(2) To the extent permitted by law, the Issuer may lease or make contracts or grant licenses for the operation of or make arrangements for the use of or grant easements or other rights with

respect to, any part of the System, provided that any such lease, contract, license, arrangement, easement or right (i) does not impede the operation by the Issuer of the System and (ii) does not in any manner impair or adversely affect the rights or security of the owners of the Senior Lien Obligations under this Ordinance; and provided, further, that if the depreciated cost of the property to be covered by any such lease, contract, license, arrangement, easement or other right is in excess of $1,000,000, the Issuer shall have received a certificate of a Designated Financial Officer that the action of the Issuer with respect thereto does not result in a breach of the conditions under this clause (2). Any payments received by the Issuer under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the System or any part thereof shall constitute Gross Revenues.

(h) Insurance. (1) The Issuer shall insure such parts of the System as would usually be insured by corporations operating like properties, with responsible insurance companies, or through self-insurance with adequate stop-loss reinsurance, against loss to the extent insurance is usually carried by corporations operating like properties, including, to the extent reasonably obtainable, insurance against the perils of fire, extended coverage and flooding and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the Issuer's attorney gives a written opinion to the effect that the Issuer is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the Issuer shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Registered Owners and their agents and representatives at all reasonable times. Upon the happening of any loss or damage covered by insurance from one or more of said causes, the Issuer shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Issuer. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the Issuer for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be deposited in a special and separate trust fund, at a Depository, to be designated the Insurance Account. The Insurance Account shall be held until such time as other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first; provided that the Issuer may, in its discretion, use funds in the Insurance Account for the redemption or purchase of Senior Lien Obligations.

(2) The foregoing provisions of clause (1) above notwithstanding, the Issuer shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the Issuer.

(3) The annual audit hereinafter required may contain a section commenting on whether or not the Issuer has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(i) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the Issuer has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

(j) No Competition. That so far as it legally may, it will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities and, to the extent that it legally may, the Issuer will prohibit any such competing facilities.

(k) Records. It will keep proper books of record and account in which full, true and correct entries will be made of all dealings, activities and transactions relating to the System, the Pledged Revenues, and the funds created pursuant to this Ordinance, and all books, documents and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of a Registered Owner of Senior Lien Obligations; provided, that all books, documents, and vouchers relating to the City's electric system shall be made available for inspection only to the extent required by law, including, without limitation, the provisions of Section 552.133 of the Texas Government Code.

(l) Audits. After the close of each Year while any Senior Lien Obligation is Outstanding, it will cause an audit to be made of the books and accounts relating to the Issuer, including the System and the Pledged Revenues by an Accountant. Such annual audit reports shall be open to the inspection of the Registered Owners of Senior Lien Obligations and their agents and representatives at all reasonable times.

(m) Rate Covenant. It will fix, establish, maintain and collect such rates, charges and fees for the use and availability of the System at all times as are necessary to produce Gross Revenues, together with any other Pledged Revenues, sufficient (1) to pay all current Operating Expenses, and (2) to produce Pledged Revenues for each Year at least equal to 1.00 times the Annual Debt Service Requirements of all then Outstanding Senior Lien Obligations for that Year, and (3) to produce amounts required to pay all other obligations of the System reasonably anticipated to be paid from Pledged Revenues during the current Year.

SECTION 17. ISSUANCE OF ADDITIONAL SENIOR LIEN OBLIGATIONS.

(a) The Issuer shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue and deliver Additional Senior Lien Obligations for any purpose authorized by law, including for purposes of extending, improving or repairing the System and for the purpose of refunding of any Senior Lien Obligations, Subordinate Lien Obligations or other obligations of the Issuer incurred in connection with the ownership or operation of the System. Such Additional Senior Lien Obligations, if and when authorized, issued and delivered in accordance with this Ordinance and any ordinance hereafter adopted authorizing the issuance or incurrence of Additional Senior Lien Obligation, shall be secured by and made payable equally and ratably on a parity with all other Senior Lien Obligations at the time Outstanding and unpaid, from a first lien on and pledge of the Pledged Revenues herein granted.

(b) The Interest and Sinking Fund shall secure and be used to pay all Senior Lien Obligations. Each ordinance under which Additional Senior Lien Obligations are issued shall provide and require that, in addition to the amounts required by the provisions of this Ordinance and the provisions of any other ordinance or ordinances authorizing Additional Senior Lien Obligations to be deposited to the credit of the Interest and Sinking Fund, the Issuer shall deposit to the credit of the Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Senior Lien Obligations then being issued, as the same come due.

(c) Additional Senior Lien Obligations shall be issued only in accordance with this Ordinance, but notwithstanding any provisions of this Ordinance to the contrary, no installment, series or issue of Additional Senior Lien Obligations shall be issued or delivered unless:

(1) A Designated Financial Officer shall have executed a certificate stating (A) that, to the best of such person's knowledge and belief, the Issuer is not then in default as to any covenant or requirement contained in any ordinance authorizing the issuance of Outstanding Senior Lien Obligations, and (B)(i) payments into all special funds or accounts created and established for the payment and security of all Outstanding Senior Lien Obligations have been made and that the amounts on deposit in such special funds or accounts are the amounts then required to be on deposit

therein or (ii) the application of the proceeds of sale of such obligations then being issued will cure any such deficiency; and

(2) A Designated Financial Officer shall have executed a certificate stating that based on the books and records of the Issuer, during either the preceding Year, or any twelve (12) consecutive months out of the fifteen (15) months immediately preceding the month in which the then proposed Additional Senior Lien Obligations are to be issued, the Net Revenues are equal to the lesser of (A) at least 1.25 times the Average Annual Debt Service Requirements, or (B) at least 1.10 times the Maximum Annual Debt Service Requirements, of, in either case, the Senior Lien Obligations to be Outstanding after the issuance of the then proposed Additional Senior Lien Obligations.

(d) If the proceeds of the Additional Senior Lien Obligations are to be used to construct or acquire a Capital Addition, the certificate required by clause (c)(2) above shall not be required, and the following two certificates shall be required:

(1) A Designated Financial Officer shall have executed a certificate stating that based on the books and records of the Issuer, during either the preceding Year, or any twelve (12) consecutive months out of the fifteen (15) months immediately preceding the month in which the then proposed Additional Senior Lien Obligations are to be issued, the Net Revenues are equal to the lesser of (A) at least 1.25 times the Average Annual Debt Service Requirements, or (B) at least 1.10 times the Maximum Annual Debt Service Requirements, of, in either case, the Senior Lien Obligations to be Outstanding at the time of the issuance of the then proposed Additional Senior Lien Obligations (but excluding the Additional Senior Lien Obligations then being issued); and

(2) An Accountant or a Consulting Engineer shall have executed a certificate to the effect that the projected Net Revenues will be, in the person's or its opinion, for each of the five (5) Years subsequent to the date the Capital Addition becomes commercially operative (as estimated in the engineering report pertaining thereto) equal to the lesser of (A) at least 1.25 times the Average Annual Debt Service Requirements, or (B) at least 1.10 the Maximum Annual Debt Service Requirements, of, in either case, Senior Lien Obligations then Outstanding and all Additional Senior Lien Obligations then estimated to be issued, if any, for all improvements to the System and for all Capital Additions then in progress or then being initiated during the period from the date the first series of obligations for the Capital Addition is to be delivered through the fifth Year subsequent to the date the Capital Addition is estimated to become commercially operative.

(e) Payments to be made under a Credit Agreement may be treated as a payment in respect of a Senior Lien Obligation and secured by Pledged Revenues if the City Council makes a finding in the ordinance authorizing the execution and delivery of a Credit Agreement as a Senior Lien Obligation that, based upon the findings contained in a certificate executed and delivered by a Designated Financial Officer, the Issuer will have sufficient funds to meet the financial obligations of the System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the System and the financial obligations of the Issuer relating to the System after giving effect to the treatment of the Credit Agreement as a Senior Lien Obligation. The payment obligations incurred by the Issuer under a Credit Agreement shall not be treated as a Senior Lien Obligation unless the form of such Credit Agreement is approved by ordinance or resolution adopted by the City Council.

(f) In making a determination of Net Revenues for any of the purposes described in this Section, the Designated Financial Officer, Accountant or Consulting Engineer may take into consideration a change in the rates and charges for services and facilities afforded by the System that has been adopted by the Issuer or became effective at least sixty (60) days prior to the issuance date of the Additional Senior Lien Obligations and, for purposes of satisfying the Net Revenues tests described above, make a pro forma determination of the

Net Revenues of the System for the period of time covered by said Designated Financial Officer's, Accountant's or Consulting Engineer's certification or opinion based on such change in rates and charges being in effect for the entire period covered by said Designated Financial Officer's, Accountant's or Consulting Engineer's certificate or opinion.

(g) Senior Lien Obligations may be refunded (pursuant to any law then available) upon such terms and conditions as the Issuer may deem to be in the best interest of the Issuer and its inhabitants, and if less than all such Outstanding Senior Lien Obligations are refunded, the proposed refunding bonds shall be considered as "Additional Senior Lien Obligations" under the provisions of this Section and the certificate required in clause (c)(2) shall give effect to the issuance of the proposed refunding bonds (and shall not give effect to the bonds being refunded following their cancellation or provision being made for their payment).

(h) All calculations of Average Annual Debt Service Requirements and Maximum Annual Debt Service Requirements made pursuant to this Section shall be made as of and from the date of the Additional Senior Lien Obligations then proposed to be issued.

SECTION 18. [RESERVED].

SECTION 19. NO ISSUANCE OF OBLIGATIONS SENIOR TO THE SENIOR LIEN OBLIGATIONS. The Issuer covenants and agrees that it will not issue any obligations payable from and secured, in whole or in part, by a lien on and pledge of the Pledged Revenues, senior in rank and dignity to the lien on and pledge of such Pledged Revenues securing the payment of the Senior Lien Obligations, it being the intent of the Issuer that upon the issuance of the Bonds, the Issuer will finance improvements and extensions of the System and refinance revenue obligations issued for the purpose of improving and extending the System with Senior Lien Obligations, Subordinate Lien Obligations or other obligations not issued on a parity with Senior Lien Obligations.

SECTION 20. ISSUANCE OF SUBORDINATE OBLIGATIONS. The Issuer hereby reserves the right to issue, at any time, obligations including, but not limited to, Subordinate Lien Obligations, payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Pledged Revenues, subordinate and inferior in rank and dignity to the lien on and pledge of such Pledged Revenues securing the payment of the Senior Lien Obligations, as may be authorized by the laws of the State of Texas.

SECTION 21. ISSUANCE OF SPECIAL PROJECT BONDS. Nothing in this Ordinance shall be construed to deny the Issuer the right and it shall retain, and hereby reserves unto itself, the right to issue Special Project Bonds secured by liens on and pledges of revenues and proceeds derived from Special Projects.

SECTION 22. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "*Defeased Bond*") within the meaning of this Ordinance, except to the extent provided in subsection (c) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "*Future Escrow Agreement*") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have

become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the funds created and the revenues herein pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the escrow agent under a Future Escrow Agreement may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(d) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

SECTION 23. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any Outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Section 1206.022, Texas Government Code, this Section 23 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) for Bonds issued in conversion and exchange for other Bonds.

SECTION 24. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS.

(a) The Mayor of the Issuer and each Designated Financial Officer are hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if bond insurance is obtained, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser.

SECTION 25. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the

projects financed or refinanced therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of $5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with:

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("*Treasury Regulations*"), and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Tax-Exempt Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full,

100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Rebate Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Tax-Exempt Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Tax-Exempt Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or Pricing Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(d) Disposition of Project. The Issuer covenants that the property constituting the projects refinanced with the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax proposes from gross income of the interest.

SECTION 26. COVENANTS REGARDING TAXABLE BONDS.

(a) To the extent required by the Code, and the rules and regulations of the United States Department of the Treasury, it shall be the duty of the Paying Agent/Registrar to report to the owners of the Taxable Bonds and the Internal Revenue Service (i) the amount of "reportable payments," if any, subject to back up withholding during each year and the amount of tax withheld, if any, with respect to the payments on the Taxable Bonds and (ii) the amount of interest or amount treated as interest, such as original issue discount, on the Taxable Bonds required to be included in the gross income of the owners thereof for federal income tax purposes.

(b) It is the intention of the Issuer that the Taxable Bonds not be obligations described in section 103 of the Code interest on which is excludable from the gross income of the holders and in that regard the Issuer agrees not to file a form 8038 G, or any comparable information return relating to tax-exempt obligations, with the Internal Revenue Service.

SECTION 27. SALE OF BONDS; OFFICIAL STATEMENT; BOND INSURANCE; FURTHER PROCEDURES.

(a) Sale of Bonds. Each Series of Bonds shall be sold and delivered subject to the provisions of Section 2 and Section 3 through a negotiated sale, competitive sale or private placement and pursuant to the terms and provisions of a purchase contract or a notice of sale and official bid form (in each case, a "*Purchase Agreement*"), the terms and provisions of which are to be determined by the Pricing Officer in accordance with Section 3, and in which the purchaser or purchasers of the Bonds (the "*Purchaser*") shall be designated. The Pricing Officer is hereby authorized to execute and deliver one or more Purchase Agreements for and on behalf of the Issuer. The Bonds shall initially be registered in the name of the Purchaser or its designee.

(b) Official Statement. The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver one or more preliminary official statements or other preliminary offering document relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such preliminary official statement or other preliminary offering document in the offering of the Bonds by the Purchaser in final form, with such changes therein or additions thereto as the Pricing Officer may deem advisable. The Pricing Officer is hereby authorized, in the name and on behalf of the Issuer, to approve, distribute, and deliver one or more final official statement or other a final offering document relating to the Bonds to be used by the Purchaser in the marketing of the Bonds.

(c) Bond Insurance. The Pricing Officer is authorized, in connection with effecting the sale of the Bonds, to obtain from a municipal bond insurance company so designated in the Pricing Certificate (the "*Insurer*") a municipal bond insurance policy (the "*Insurance Policy*") in support of the Bonds. To that end, should the Pricing Officer exercise such authority and commit the Issuer to obtain a municipal bond insurance policy, for so long as the Insurance Policy is in effect, the requirements of the Insurer relating to the issuance of the Insurance Policy as set forth in the Pricing Certificate are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary. The Pricing Officer shall have the authority to execute any documents to effect the issuance of the Insurance Policy by the Insurer, including commitment agreements, membership agreements in mutual insurance companies and other similar agreements.

(d) Further Procedures. The Mayor and Mayor Pro Tem, the City Manager, Pricing Officer and City Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Pricing Certificate, the Bonds, the sale of the Bonds, any Purchase Agreement and any official statement or other offering document. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 28. DEFAULT AND REMEDIES.

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then Outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or council members of the Issuer.

(iv) None of the members of the City Council, nor any other official or officer, agent, or employee of the Issuer, shall be charged personally by the registered owners with any liability, or be held personally liable to the registered owners under any term or provision of this Ordinance, or because of any Event of Default or alleged Event of Default under this Ordinance.

SECTION 29. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB, financial information and operating data (the "*Annual Operating Report*") with respect to the Issuer of the general type included in the final official statement or other offering document authorized by this Ordinance, being the information described in the Pricing Certificate. The Issuer will additionally provide financial statements of the Issuer (the "*Financial Statements*"), that will be (i) prepared in accordance with the accounting principles described in the Pricing Certificate or such other accounting principles as the Issuer may be required to employ from time to time pursuant to State law or regulation and shall be in substantially the form included in the final official statement or other offering document and (ii) audited, if the Issuer commissions an audit of such Financial Statements and the audit is completed within the period during which they must be provided. The Issuer will update and provide the Annual Operating Report within six months after the end of each Year and the Financial Statements within 12 months of the end of each Year, in each case beginning with the Year ending in and after 2020. The Issuer may provide the Financial Statements earlier, including at the time it provides its Annual Operating Report, but if the audit of such Financial Statements is not complete within 12 months after any such Year end, then the Issuer shall file unaudited Financial Statements within such 12-month period and audited Financial Statements for the applicable Year, when and if the audit report on such Financial Statements becomes available.

(ii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

1. Non-payment related defaults;

2. Modifications to rights of Registered Owners;

3. Bond calls;

4. Release, substitution, or sale of property securing repayment of the Bonds;

5. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to

undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

6. Appointment of a successor or additional trustee or the change of name of a trustee; and

7. Incurrence of a Financial Obligation of the Issuer or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws:

1. Principal and interest payment delinquencies;

2. Unscheduled draws on debt service reserves reflecting financial difficulties;

3. Unscheduled draws on credit enhancements reflecting financial difficulties;

4. Substitution of credit or liquidity providers, or their failure to perform;

5. Adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

6. Tender offers;

7. Defeasances;

8. Rating changes;

9. Bankruptcy, insolvency, receivership or similar event of an obligated person; and

10. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be Outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(e) Amendment of the Rule. The provisions of this Section shall be revised by the Pricing Officer to reflect the requirements of the Rule if the Rule is amended after the adoption of this Ordinance but prior to the delivery of the Bonds so as to permit an underwriter to purchase or sell Bonds in the primary offering of the

Bonds in compliance with the Rule. The provisions of this Section may also be revised by the Pricing Officer prior to the delivery of the Bonds if the Pricing Officer determines such revisions are necessary or desirable. Any such revisions shall be set forth in the Pricing Certificate and are incorporated by reference into this Ordinance and made a part hereof for all purposes, notwithstanding any other provision of this Ordinance to the contrary.

SECTION 30. METHOD OF AMENDMENT.

(a) The Registered Owners of Senior Lien Obligations of a majority of the aggregate principal amount of then Outstanding Senior Lien Obligations thereby affected (for purposes of this sentence only, 100% of the aggregate principal amount of Senior Lien Obligations which are insured by a bond insurance provider at the time that the Issuer seeks approval of an amendment shall be deemed to be owned by such bond insurance provider) shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owners of all of the Senior Lien Obligations at the time Outstanding thereby affected, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Senior Lien Obligations so as to:

(1) Make any change in the maturity of any of the Outstanding Senior Lien Obligations;

(2) Reduce the rate of interest borne by any of the Outstanding Senior Lien Obligations;

(3) Reduce the amount of the principal payable on the Outstanding Senior Lien Obligations;

(4) Modify the terms of payment of principal of or interest on the Outstanding Senior Lien Obligations or impose any conditions with respect to such payment;

(5) Affect the rights of the Registered Owners of less than all of the Senior Lien Obligations then Outstanding;

(6) Change the minimum percentage of the principal amount of Senior Lien Obligations necessary for consent to such amendment; or

(7) Amend this subsection (a) of this Section.

(b) If at any time the Issuer shall desire to amend the Ordinance under this Section, the Issuer shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in the City of New York, New York, once during each calendar week for at least two (2) successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all Registered Owners of Senior Lien Obligations. Such publication is not required, however, if notice in writing is given to each Registered Owner of Senior Lien Obligations.

(c) Whenever at any time the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in the aggregate principal amount of all Senior Lien Obligations then Outstanding thereby affected, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the Issuer and all the Registered Owners of then Outstanding Senior Lien Obligations and all future Senior Lien Obligations shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the Registered Owner of a Senior Lien Obligation pursuant to the provisions of this Section shall be irrevocable for a period of twelve (12) months from the date of the first publication of the notice or other service of written notice provided for in this Section, and shall be conclusive and binding upon all future Registered Owners of the same Senior Lien Obligation during such period. Such consent may be revoked at any time after twelve (12) months from the date of the first publication of such notice or other service of written notice by the Registered Owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the Issuer, but such revocation shall not be effective if the Registered Owners of a majority in aggregate principal amount of the then Outstanding Senior Lien Obligations as in this Section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) The fact of the owning of Senior Lien Obligations issued in registered form without coupons and the amounts and numbers of such Senior Lien Obligations and the date of their holding same shall be proved by the Registration Books of the Paying Agent/Registrar. The Issuer may conclusively assume that such ownership continues until such ownership is changed on the Registration Books. For purposes of this Section, the notional amount attributable to a Credit Agreement that is treated as a Senior Lien Obligation shall be deemed to be the principal amount of such Senior Lien Obligation.

(g) The foregoing provisions of this Section notwithstanding, the Issuer by action of the City Council may amend this Ordinance without the consent or approval of any Registered Owners of Senior Lien Obligations for any one or more of the following purposes:

(1) To add to the covenants and agreements of the Issuer in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to Registered Owners or to surrender, restrict or limit any right or power herein reserved to or conferred upon the Issuer;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, including, without limitation, those matters described in Section 29(d)(v), or those matters necessary to obtain a rating on the Bonds or to obtain the approving opinion of the Attorney General of Texas as required by law, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the Registered Owners of the Senior Lien Obligations;

(3) To make such changes, modifications and amendments as may be necessary or desirable, which shall not adversely affect the interests of the Registered Owners of Outstanding Senior Lien Obligations, in order to obtain or maintain a Credit Agreement or a Credit Facility;

(4) To modify any of the provisions of this Ordinance in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Senior Lien Obligations Outstanding at the date of the adoption of such modification shall cease to be Outstanding, and (ii) such modification shall be specifically referred to in the text of all Senior Lien Obligations issued after the date of the adoption of such modification.

SECTION 31. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS. In furtherance of authority granted by Section 1207.007(b), Texas Government Code, the Mayor or a Pricing Officer are further authorized to enter into and execute on behalf of the Issuer with the escrow agent named therein, an escrow agreement, deposit agreement or other similar agreement, in the form and substance as shall be approved by the Pricing Officer, which agreement will provide for the payment in full of the Refunded Notes. In addition, the Mayor, Pricing Officer or other officer of the Issuer is authorized to purchase such securities, to execute such subscriptions for the purchase of the Escrowed Securities, (as defined in the agreement), if any, and to authorize such contributions to the escrow fund as provided in the agreement.

SECTION 32. REDEMPTION OF REFUNDED NOTES.

(a) The Refunded Notes shall be paid upon the earlier of their stated maturity dates or the earliest redemption dates for which notice of redemption can be given pursuant to the ECP Ordinance, in each case at a price of par plus accrued interest to the date of payment. As soon as practicable after sale of a Series of Bonds, appropriate notices of redemption shall be delivered to the paying agent/registrar for the Refunded Notes to notify, in accordance with the requirements of the ECP Ordinance, the owners of the Refunded Notes of the call for redemption thereof.

(b) In addition, the paying agent/registrar for the Refunded Notes is hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ECP Ordinance and is hereby directed to make appropriate arrangements so that the Refunded Notes may be redeemed on their respective redemption dates. The Refunded Notes shall be presented for redemption at the paying agent/registrar therefore, and shall not bear interest after the date fixed for redemption.

(c) Concurrently with the delivery of a Series of Bonds, the Issuer shall cause to be deposited an amount from the proceeds from the sale of the Bonds, together with, to the extent necessary, available funds of the Issuer, with the paying agent/registrar for the Refunded Notes or placed in escrow with the escrow agent, pursuant to an escrow agreement approved in Section 31 of this Ordinance, sufficient to provide for the payment at maturity or the refunding and redemption, on the date or dates fixed for redemption, of all of the Refunded Notes, in accordance with Subchapter C of Chapter 1207.

SECTION 33. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 34. NO PERSONAL LIABILITY. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Ordinance, against any official or employee of the Issuer or any person executing any Bond.

SECTION 35. RULES OF CONSTRUCTION. That for all purposes of this Ordinance, unless the context requires otherwise, all references to designated Sections and other subdivisions are to the Sections and other subdivisions of this Ordinance. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision. Except where the context otherwise requires, terms defined in this Ordinance to impart the singular number shall be considered to include the plural number and vice versa. References to any named person means that party and its successors and assigns. References to any constitutional, statutory or regulatory provision means such provision as it exists on the date this Ordinance is adopted by the Issuer and any future amendments thereto or successor provisions thereof. Any reference to the payment of principal in this Ordinance shall be deemed to include the payment of Amortization Installments (if any). Any reference to “FORM OF BOND” shall refer to the form of the Bonds set forth in Section 5, as modified in a Pricing Certificate. The calculation

of Average Annual Debt Service Requirements as may be required by this Ordinance shall be made at the beginning of each Year and shall be the sum of the Annual Debt Service Requirements due for the current and each subsequent Year in which the Senior Lien Obligations are outstanding divided by the number of such Years, or partial Years, if applicable. The words "owner" and "holder" and "bondholder", as used in this Ordinance, shall mean the registered or beneficial owner of a Bond.

SECTION 36. OPEN MEETING. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SECTION 37. IMMEDIATE EFFECTIVE DATE. This Ordinance shall take effect and be in force immediately upon and after its adoption by the City Council in accordance with the provisions of Section 1201.028, Texas Government Code, and it is accordingly so resolved.

The motion to approve this Ordinance was made by _____ and seconded by _____. This Ordinance was passed and approved by the following vote [__ – __]:

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

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PASSED, APPROVED AND EFFECTIVE this December 3, 2024.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

_____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Susan Keller Digitally signed by Susan Keller
Date: 2024.11.08 11:13:06
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File #: ID 24-2200, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton amending Policy Number 403.07 “Debt Service Management” to make administrative maintenance revisions based on annual review of the policy; and providing for an effective date. The Debt Committee recommends approval (4-0).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Finance

ACM: Cassey Ogden

DATE: December 3, 2024

SUBJECT

Consider approval of a resolution of the City of Denton amending Policy Number 403.07 "Debt Service Management" to make administrative maintenance revisions based on annual review of the policy; and providing for an effective date. The Debt Committee recommends approval (4-0).

BACKGROUND

The City's Debt Service Management Policy was originally developed in 1995 and adopted by the City Council on March 5, 1996. On April 20, 2010, City Council adopted revisions to the policy, including the requirement that the policy be reviewed at least annually to ensure compliance with statutory and Securities and Exchange Commission (SEC) requirements. The Debt Service Management Policy provides general guidelines by which the City will issue debt and addresses the issues of process, use, and limitations.

After reviewing the existing Debt Service Management Policy with the City's Financial Advisor, Bond Counsel, and internal Debt Committee, the following revisions are being proposed:

1) Administrative Maintenance
   a) Removal of Controller from Debt Committee
   b) Add language to solidify annual completion of Conflict of Interest form

RECOMMENDATION

Staff recommends approval of the resolution.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On November 4, 2024, the City's Debt Committee recommended the revised Debt Policy be forwarded to Council for review and approval.

EXHIBITS

1. Agenda Information Sheet
2. FY 2023-24 Red Lined Debt Policy
3. Resolution

Respectfully submitted:
Randee Klingele
Treasury Manager

CITY OF DENTON

Policy Number and Title:	403.07 Debt Management Policy
Policy Section and Chapter:	Finance – Cash Management
Policy Type:	Policy with Admin. Procedures
Last Revision Date:	12/~~12~~03/202~~3~~4

POLICY STATEMENT

This policy shall provide general guidelines by which the City of Denton (the "City") will issue debt. In as much as this policy may be in conflict or inconsistent with state law, state law will prevail. Furthermore, state law will prevail on matters not specifically addressed in this policy. It is the objective of this policy that (1) the City obtain financing only when necessary, (2) the process for identifying the timing and amount of debt or other financing proceed as efficiently as possible, and (3) the City seek the most favorable interest rate and competitive costs in accordance with this policy while maintaining financial flexibility.

This debt management policy applies to the financing activities of the City of Denton, Texas. It also addresses the issues of process, use and limitations. Proceeds from debt issuances will be delivered as closely as possible to the time that contracts are expected to be awarded so that the proceeds are spent efficiently. In addition, the City Council may, through adoption of a reimbursement ordinance, authorize the expenditure of funds prior to the bond sale for certain capital expenses. The reimbursement ordinance is required by Federal Law to document the City's intent to reimburse expenses from the future sale of tax-exempt debt obligations. The City Council shall review and approve the debt management policy at least annually and be documented by ordinance or resolution, which shall include any changes made.

ADMINISTRATIVE PROCEDURES

I. DEBT MANAGEMENT COMMITTEE

A. Members

The Debt Management Committee (the "Committee") will consist of the City Manager, Chief Financial Officer/Director of Finance, Assistant Directors of Finance, ~~Controller~~ and Treasury Manager. The City's financial advisor and bond counsel shall act as consultants to the Committee. When needed, the City Attorney will act as a legal advisor to the Committee. The City's Internal Auditor will serve as a non-voting member of the Committee. A quorum may be achieved by a member designating a substitute participant to serve in their absence. That substitute participant will not be granted voting rights.

B. Scope

The Committee shall meet at least annually to review the debt program or as necessary. Topics for discussion should include: the Capital Improvement Program (CIP), acquisition of fixed assets, status of outstanding debt, unspent bond proceeds, unissued voter authorized debt, timing of additional financing needs and financing options, and the effect

of proposed financing activity on the related rates supporting the debt (i.e., property tax rate, utility rates, user fees, etc.).

II. RESPONSIBILITY AND STANDARD CARE

The Finance Department will coordinate all activities required for the issuance of all debt.

A. Delegation

The Chief Financial Officer/Director of Finance shall have primary responsibility for developing financing
recommendations. The Chief Financial Officer/Director of Finance shall:

- Meet at least annually during budget development with Department Directors to consider the need for financing, review debt capacity and assess progress on the Capital Improvement Program.
- Periodically review changes in state and federal legislation.
- Periodically review the provisions of ordinances authorizing issuance of debt obligations.
- Periodically review the City's Charter to ensure compliance with state law.
- Periodically review services provided by the financial advisor, bond counsel, paying agent, and other service providers to evaluate the extent and effectiveness of the services being provided.

B. Conflicts of Interest

All participants in the debt management process shall act responsibly as custodians of public assets. Officers and employees involved in the debt management process shall refrain from personal business activity that could conflict with proper execution of the financing program, or which could impair their ability to make impartial financing decisions. An annual Conflict of Interest form will be completed by officers and employees involved in the debt management process.

C. Reporting

The Chief Financial Officer/Director of Finance shall include in the Annual Comprehensive Financial Report ("ACFR") a report summarizing all debt outstanding by type (tax-supported and self-supported general obligation debt, and revenue debt), and update of pertinent legislative changes. Additionally, the Chief Financial Officer/Director of Finance shall annually publish on the City's website a Debt Report summarizing the City's total outstanding principal and interest for all long-term debt as of the end of the last fiscal year, in accordance with House Bill 1378 passed during the 2015 legislative session.

D. Investor Relations

The City shall endeavor to maintain a positive relationship with the investment community. The Chief Financial Officer/Director of Finance and the City's financial advisor shall, as necessary, prepare reports and other forms of communications regarding the City's indebtedness, as well as its future financing plans. This includes information presented to

the press and other media. The information includes, but is not limited to, the annual program of services, ACFR, financial plans, capital improvement plans, and comprehensive development plans.

All forms of media deemed appropriate and immediately available to the City will be utilized to disseminate information to all investors. Examples include the Texas Bond Reporter and the Texas Municipal Reports published by the Municipal Advisory Council of Texas (the "MAC"), The Bond Buyer, and the Electronic Municipal Market Access system ("EMMA") maintained by the Municipal Securities Rulemaking Board (the "MSRB"). Bond counsel and financial advisor will advise on the use of electronic media in connection with the City's debt program.

E. Financial Advisor

The City shall retain an independent financial advisor for advice on the structuring of new debt, financial analysis of various options, including refunding opportunities, the rating review process, the marketing and marketability of City debt obligations, issuance and post-issuance services, the preparation of Official Statements and other services, as necessary. The City will seek the advice of the financial advisor on an ongoing basis. The financial advisor will perform other services as defined by the agreement approved by the City Council. The financial advisor will not bid on nor underwrite any City debt issues in accordance with MSRB rules.

F. Bond Counsel

The City shall retain bond counsel for legal and procedural advice on all debt issues. Bond counsel shall advise the City in all matters pertaining to its bond ordinance(s) and/or resolution(s). No action shall be taken with respect to any obligation until a written instrument (e.g., Certificate for Ordinance or other legal instrument) has been prepared by the bond attorneys certifying the legality of the proposal. The bond attorneys shall prepare all ordinances and other legal instruments required for the execution and sale of any bonds issued which shall then be reviewed by the City Attorney and the Chief Financial Officer/Director of Finance. The City will also seek the advice of bond counsel on all other types of debt and on any other questions involving federal tax or arbitrage law. Special counsel may be retained to protect the City's interest in complex negotiations.

G. Communications with Underwriters

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 mandated the Securities and Exchange Commission ("SEC") to establish the Municipal Advisor Rules (the "MA Rules") which were finalized in September of 2013 and became effective July 1, 2014. Under the MA Rules, any person that provides certain advice to the City with respect to the issuance of bonds or municipal financial projects (including investment strategies involving the investment of bond proceeds) is, absent an exemption under the MA Rules, deemed to be a "municipal advisor." Any person that is a municipal advisor under the MA Rules is subject to a fiduciary duty to the City and would be precluded from acting as an underwriter for bonds issued by the City. The City receives deal ideas, analysis, suggestions, and related services for bond issues from underwriter banks that may be considered "advice" for purposes of the MA Rules. So that the City may continue to

receive this type of advice from underwriters/banks, the Chief Financial Officer/Director of Finance may provide whatever communications to an underwriter/bank the Chief Financial Officer/Director of Finance determines to be necessary to establish an exemption under the MA Rules so that those underwriters/banks are not considered a "municipal advisor" for purposes of the MA Rules. –On September 23, 2016, the Chief Financial Officer/Director of Finance filed an Independent Registered Municipal Advisor (IRMA) Certificate with the MAC to be made available to underwriters/banks desiring to communicate with the City. The IRMA Certificate was revised and re-filed with the MAC on September 23, 2016. The Certificate does not expire and may be relied upon until withdrawn by the City. The IRMA Certificate is also available on the City's website.

III. OFFICIAL STATEMENT

The preparation of the Official Statement is the responsibility of the financial advisor in concert with bond counsel and the Chief Financial Officer/Director of Finance. Information for the Official Statement is gathered from departments/divisions throughout the City.

IV. DISCLOSURE

A. The City will take all appropriate steps to comply with federal securities laws, including, but not limited to, SEC Rule 15c2-12 (the "Rule"). The City will make annual and event disclosure filings to the MSRB via EMMA as required by its continuing disclosure undertakings and in conformity with the Rule.

B. With each bond offering, in the preparation of an ACFR, Official Statement or any other offering document, and with the City's annual filings required by its continuing disclosure undertakings pursuant to the Rule, the City will follow a policy of full and complete disclosure of operating, financial and legal conditions of the City, in conformance with the Government Finance Officers Association best practice, "Understanding Your Continuing Disclosure Responsibilities , and as advised by the City's bond counsel or financial advisor.

C. Notice of Disclosure Events

The City's continuing disclosure undertakings list certain events described under the Rule that must be reported in a timely fashion to the MSRB via EMMA. On August 15, 2018, the SEC made amendments to the Rule, which only apply to primary offerings that occur on or after February 27, 2019. While not required, the City will make every effort to apply the new requirements to previously issued bonds since the amendments make the Rule more stringent. The City's continuing disclosure undertakings require that events be reported to the MSRB within 10 business days after the occurrence of the event.

1. The events that must be reported, if material, are:

    a. Nonpayment related defaults.
    b. Modifications of rights of security holders.
    c. Bond calls.
    d. Release, substitution, or sale of property securing repayment of the securities.

e. Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the City or other obligated entity or their termination.
f. Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent.
g. The incurrence of a material financial obligation, or material agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affects security holders.
h. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation, any of which reflect financial difficulties.

2. The events that must be reported, regardless of materiality, are:

a. Principal and interest payment delinquencies.
b. Unscheduled draws on debt service reserves reflecting financial difficulties.
c. Unscheduled draws on credit enhancements reflecting financial difficulties.
d. Substitution of credit or liquidity providers, or their failure to perform.
e. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
f. Tender offers.
g. Defeasances.
h. Rating changes.
i. Bankruptcy, insolvency, receivership, or similar proceeding.

The City's continuing disclosure undertakings requires the City to report to the MSRB the failure of the City to provide the required annual financial information or operating data on or before the dates specified under a continuing disclosure undertaking in conformity with the Rule.

V. RATING AGENCY COMMUNICATIONS & CREDIT OBJECTIVES

The City will seek to maintain and improve its current bond ratings when financially feasible, so its borrowing costs are reduced to a minimum and its access to credit is preserved.

In conjunction with the financial advisor, the City shall maintain a line of communication with at least two of the rating agencies (Moody's, Standard & Poor's, or Fitch), informing them of major financial events in the City as they occur. The ACFR, Annual Program of Services, and Capital Improvement Program shall be distributed to the rating agencies after they have been accepted and adopted by the City Council on an annual basis.

When necessary, a conference call or personal meetings with representatives of the rating agencies will be scheduled when a major capital improvement program is initiated, or to discuss economic and/or financial developments which might impact credit ratings. The following documents may be required by the rating agencies:

- Most recent annual audit reports, including a description of accounting practices. Accounting changes in the past three years and the impact on financial results should be explained.
- Current budget.
- Current Capital Improvement Program.
- Official Statements for new financings.
- Description of projects being financed.
- Sources and uses statement for bond issuance. If additional funds are required to complete specific projects being financed, the source of the funds and any conditional requirements may be discussed.
- Engineering and feasibility report (if applicable).
- Zoning or land-use map (if applicable).
- Cash flow statement, in the case of interim borrowing. Statement of long– and short-term debt with annual and monthly maturity dates as appropriate. Also, a report of any lease obligations, their nature and term.
- Indication of appropriate authority for debt issuance.
- Cyber security update.
- Investment policy (if applicable).
- Statement concerning remaining borrowing capacity plus tax rate and levy capacity or other revenue capacity.

Full disclosure of the City's operations will be made to the bond rating agencies. The City staff, with the assistance of the financial advisors and bond counsel, will prepare the necessary materials for and presentation to the rating agencies.

VI. LIMITATIONS OF INDEBTEDNESS AND AFFORDABILITY STATEMENT

City staff, in conjunction with the financial advisor and bond counsel, will present to the City Council, and any City committee, as appropriate, a comprehensive analysis of debt capacity prior to issuing bonds. This analysis should include relevant information such as:

- Legal debt limitations, tax or expenditure ceilings.
- Coverage requirements or additional bonds tests in accordance with bond covenants.
- Measures of the tax and revenue base, such as projections of relevant economic variables (e.g., assessed property values, employment base, unemployment rates, income levels, and retail sales).
- Population trends.
- Utilization trends for services underlying revenues.
- Factors affecting tax collections, including types of property, goods, or services taxed, assessment practices and collection rates, evaluation of trends relating to the City's financial performance, such as revenues and expenditures, net revenues available after meeting operating requirements.
- Reliability of revenues expected to pay debt service.
- Unreserved fund balance levels.
- Debt service obligations, such as existing debt service requirements.
- Debt service as a percentage of expenditures or tax or system revenues.
- Measures of debt burden on the community, such as debt per capita, debt as a percentage of full or equalized assessed property value and overlapping or underlying debt.

- Tax-exempt and taxable market factors affecting interest costs, such as interest rates, market receptivity, and credit rating.

Annual debt service on long term general obligation debt (tax-supported), which excludes self-supported debt, shall be limited to no more than 30% of budgeted expenditures in the City's General Fund.

The City has revenue bonds and other indebtedness of the Electric, Water, and Wastewater Funds, which are collectively known as the City's "Utility System." The City will maintain coverage ratios as dictated by the City's outstanding bond covenants, including any other indebtedness of the Utility System. In addition, the City will follow a policy that the Utility System will maintain a debt service coverage ratio of at least 1.50 on all outstanding revenue bonds and other indebtedness of the Utility System. For this purpose, the debt coverage ratio is defined as the net revenue of the Utility System for a fiscal year (as set out in the audited financial statements for that fiscal year) divided by the maximum annual debt service for all then outstanding revenue bonds and other indebtedness of the Utility System, as determined utilizing the Debt Coverage Ratio Calculations. The City will strive to further maintain this debt service coverage ratio for each separate utility.

The Electric, Water, and Wastewater Funds' will strive to maintain total long-term outstanding debt less than the amount of combined fund equity.

VII. CAPITAL IMPROVEMENT PROGRAM

A. The City will seek all possible federal and state reimbursement for mandated projects and/or programs. The City will pursue a balanced relationship between issuing debt and pay-as-you-go financing as dictated by prevailing economic factors and as directed by the City Council.

B. Current operations will not be financed with long-term debt, except as directed by City Council.

C. Debt incurred to finance capital improvements will be repaid within the useful life of the asset.

D. High priority will be assigned to the replacement of capital improvements and fixed assets when they have deteriorated to the point they are hazardous, incur high maintenance costs, negatively affect property values, or no longer serve their intended purposes.

E. An updated Capital Improvement Program will be presented to the City Council for approval on an annual basis. This plan will be used as a basis for the long-range financial planning process.

VIII. TYPES OF DEBT

The City's bond counsel and financial advisor will present the different types of debt best suited and legally permissible under state law for each debt issue and assist in analyzing the use of

capital lease purchases or the use of lines of credit. These types may include, but are not limited to:

- Short-term vs. long-term debt.
- General obligation debt vs. revenue debt.
- Fixed rate debt.
- Lease-backed debt.
- Special obligation debt, such as assessment district debt.
- Certificates of obligation.
- Combination tax and revenue debt.
- Tax Increment Reinvestment Zone (TIRZ) debt.
- Public Improvement District (PID) debt.
- Conduit issues.
- Tax Notes.
- Taxable and tax-exempt debt.
- Commercial Paper.

The issuance of long-term variable rate debt and interest rate swaps are expressly prohibited by this policy. The Chief Financial Officer/Director of Finance will be responsible for evaluating this type of debt and will present a variable rate debt policy or interest rate swap policy to the City Council for approval as necessary.

IX. BOND STRUCTURE

Factors that may be considered when structuring debt include the following:

- Final maturity of the debt.
- Setting the final maturity of the debt equal to or less than the useful life of the asset(s) being financed.
- Use of zero coupon bonds, capital appreciation bonds, discount and deep discount bonds or premium bonds.
- Principal and interest payment structure (e.g., level debt service payments, level principal payments, bullet and term maturities, interest only, or other payment structures).
- Redemption provisions (e.g., mandatory and optional call features).
- Use of credit enhancement (e.g., bond insurance).
- Use of senior lien and junior lien obligations.
- Capitalized interest.
- Other factors as deemed appropriate in consultation with the City's financial advisor and bond counsel.

X. SHORT-TERM DEBT

A. General

Short-term obligations may be issued to finance projects or portions of projects for which the City ultimately intends to issue long-term debt (i.e., it will be used, when appropriate, to provide interim financing which will eventually be refunded with the proceeds of long-term obligations).

Short-term obligations may be backed with a tax and/or revenue pledge or a pledge of proceeds of refunding bonds or notes or other available resources.

Interim financing may be appropriate when long-term interest rates are forecasted to remain relatively stable or decline in the future or to finance projects with long lead times. In addition, some forms of short-term obligations may be obtained more quickly than long-term obligations and, thus, may be used until long-term financing is secured.

B. Commercial Paper

The Chief Financial Officer/Director of Finance may consider the establishment of a Commercial Paper (CP) program to determine its cost effectiveness and evaluate the appropriateness of commercial paper including the advantages and disadvantages. The City may consider using letters of credit, direct note purchase agreements, hybrid liquidity facilities, extendable commercial paper and callable commercial paper. The establishment of commercial paper program would require approval by the City Council. The City currently has an Extendable Commercial Paper program for both General Obligations and the Utility System.

Commercial paper programs may be used to satisfy the funding source as required by state law for appropriation authority. –The Chief Financial Officer/Director of Finance will notify City Council prior to the issuance of any commercial paper notes. General Obligation CP programs are limited to projects that have received voter approval. Annually the City Council will adopt a resolution authorizing the refinancing of any outstanding commercial paper to ensure the flexibility to best manage the program.

C. Anticipation Notes

Anticipation notes do not require giving a notice of intent. Anticipation notes may be secured and repaid by a pledge of revenue, taxes, or the proceeds of a future debt issue and have a maximum maturity of seven (7) years. Anticipation notes may be authorized by an ordinance adopted by the City Council.

Anticipation notes may be used to finance projects or acquisitions that could also be financed using certificates of obligation and have the following restrictions:

1. Anticipation notes may not be used to repay interfund borrowing or a borrowing that occurred up to/or more than 24-months prior to the date of issuance, and

2. The City may not issue anticipation notes that are payable from general obligation bond proceeds unless the proposition authorizing the issuance of the general obligation bonds has already been approved by the voters.

D. Line of Credit

To the extent authorized by state law and with the approval of the City Council, the City may establish a line of credit with a financial institution selected through a competitive

process. Draws shall be made on the line of credit when (1) the need for financing is so urgent that time does not permit the issuance of long-term debt, or (2) the need for financing is so small that the total cost of issuance of long-term debt including carrying costs of debt proceeds not needed immediately is significantly higher. Draws will be made on the line of credit to pay for projects designated for line of credit financing by the City Council. Borrowings under the line of credit shall be repaid from current revenues. The Chief Financial Officer/Director of Finance will authorize all draws on the line of credit, as authorized in the agreement approved by the City Council. Under current state law, a line of credit cannot extend past the end of the then current fiscal year. Borrowings under a line of credit may be refinanced with long-term debt as approved by the City Council.

E. Capital Leasing

Capital leasing is an option for the acquisition of a piece or package of equipment.

Leasing shall not be considered when funds are on hand for the acquisition unless the interest expense associated with the lease is less than the interest that can be earned by investing the funds on hand or when other factors such as budget constraints or vendor responsiveness override the economic consideration.

Whenever a lease is arranged with a private sector entity, a tax-exempt rate shall be sought. Whenever a lease is arranged with a government or other tax-exempt entity, the City shall obtain an explicitly defined taxable rate so that the lease will not be counted in the City's total annual borrowings subject to arbitrage rebate.

The lease agreement shall permit the City to refinance the lease at no more than reasonable cost should the City decide to do so. A lease which may be called at will is preferable to one which may merely be accelerated.

The City shall seek at least three (3) competitive proposals for any lease financing, except those related to technology equipment. Due to the proprietary nature of most technology equipment, lease financing is typically only offered through the technology's vendor. The net present value of competitive bids shall be compared, taking into account whether payments are in advance or in arrears, and how frequently payments are made. The purchase price of equipment shall be competitively bid, as required by state law, as well as the financing costs.

The Chief Financial Officer/Director of Finance will ensure any leasing agreement is compared to other financing options to ensure the lease is cost beneficial. Alternate financing options will include revenue bonds, contractual obligations, certificates of obligation, tax notes, and lines of credit. The Chief Financial Officer/Director of Finance will be the person responsible for evaluating this financing source and will make a recommendation to the City Council for approval.

F. Interfund Loans

As allowed by the City, the Chief Financial Officer/Director of Finance will review opportunities whereby interfund loans may be utilized to meet short-term financing needs. Interfund loans will only be utilized if economically beneficial to the lending fund and only

if the rate of return is comparable or higher than the rate of return the lending fund would otherwise receive by keeping funds in the City's investment pool. Any interfund loan must be approved by the City Council, excluding any interfund balances created during the annual year-end close process relating to negative cash balances generated from activities from reimbursement grants and inventory balances in the warehouse.

XI. LONG-TERM DEBT

A. General

Proceeds from the sale of long-term obligations will not be used for operating purposes, and the final maturity of the obligations will not exceed the estimated useful life of the asset(s) financed. Voter approved general obligation bonds will strive to have a final maturity of twenty (20) years or less. Revenue bonds and certificates of obligation will strive to have a final maturity of thirty (30) years or less. If deemed appropriate, staff may present to the City Council extraordinary circumstances in which longer final maturities may be necessary but never in excess of the useful life of an individual asset.

A level debt service structure will be used unless operational matters and marketing considerations dictate otherwise.

The cost of issuance of private activity bonds is usually higher than for governmental purpose bonds. Consequently, private activity bonds will be issued only when they will economically benefit the City.

The cost of taxable debt is generally higher than for tax-exempt debt. However, the issuance of taxable debt may be required or may be more appropriate in some circumstances and may allow valuable flexibility in subsequent contracts with users or managers of the improvements constructed with the bond proceeds. Therefore, the City will usually issue tax-exempt obligations but may occasionally issue taxable obligations.

B. Bonds

Long-term general obligation debt, including certificates of obligation, or revenue bonds shall be issued to finance significant and desirable capital improvements. Proceeds of general obligation debt will be used only for the purposes approved by voters in bond elections or set forth in the notices of intent for certificates of obligation or to refund previously issued general obligation bonds, certificates of obligation or revenue bonds. All bonds shall be sold in accordance with applicable law.

C. Certificates of Obligation

Certificates of obligation may be issued to:

- Finance permanent improvements and land acquisitions.
- Finance costs associated with capital project overruns.

- Acquire equipment/vehicles.
- Leverage grant funding.
- Renovate, and improve existing facilities.
- Construct street improvements.
- Provide funding for master plans/studies.
- Address necessary life safety needs.
- Finance new public safety facilities.
- Finance revenue supported projects/assets if determined to be more economical than revenue bonds.

To the extent required by state law, a resolution authorizing publication of notice of intent to issue certificates of obligation shall be presented for the consideration of the City Council. The notice of intent shall be published in a newspaper of general circulation in the City once a week for two consecutive weeks with the first publication to be at least forty-six (46) days prior to the date set for passage of the ordinance authorizing the sale of the certificates. Additionally, the notice of intent shall be posted to the City's website at least forty-five (45) days prior to date set for passage of the ordinance authorizing the sale of the certificates.

Certificates of obligation may be backed by a tax pledge under certain circumstances as permitted by law. They may also be backed by a combination tax and revenue pledge as permitted under state law. Some revenues are restricted as to the uses for which they may be pledged. Electric, Water, and Wastewater revenues may be pledged without limit for Electric, Water, and Wastewater purposes but may only be pledged to a limit of $1,000 for any one series of bonds issued for non-utility system purposes.

The final maturity of certificates of obligation will be in accordance with Section XI (A).

As prescribed in Section 271.047, Local Government Code, the City Council may not authorize certificates of obligation to pay a contractual obligation to be incurred if a bond proposition to authorize the issuance of bonds for the same purpose was submitted to the voters during the preceding three years and failed to be approved. The City Council may authorize a certificate that it is otherwise prohibited from authorizing:

1. In a case of public calamity if it is necessary to act promptly to relieve the necessity of residents or to preserve the property of the City.
2. A case in which it is necessary to preserve or protect the public health of the residents of the City.
3. A case of unforeseen damage to public machinery, equipment or other property.
4. To comply with a state or federal law, rule, or regulation if the City has been officially notified of noncompliance with the law, rule, or regulation.

D. Public Property Finance Contractual Obligations

Public property finance contractual obligations may be issued to finance the acquisition of personal property.

E. Revenue Bonds

In addition to the policies set forth above, when cost-beneficial and when permitted under applicable state law, the City may consider the use of surety bonds, letters of credit, or similar instruments to satisfy debt service reserve fund requirements on outstanding and/or proposed revenue bonds.

F. Combination Tax and Revenue Bonds

In addition to the policies set forth above, when cost-beneficial and when permitted under applicable state law, the City may consider the use of tax bonds or combination tax and revenue bonds for refunding obligations of the Electric, Water and Wastewater combined utility system, and Solid Waste or any other self-supporting revenue-producing City enterprise. Combination tax and revenue bonds will comply with applicable state law and are assigned the full faith and credit of the City, thereby enhancing the credit rating otherwise obtained from debt that is strictly supported by non-tax revenues (i.e., revenue bonds).

G. Capital Appreciation Bonds (CABS)

As prescribed by Section 1201.0245, Government Code, a municipality may not issue capital appreciation bonds that are secured by ad valorem taxes (other than as refunding bonds or for the purpose of financing transportation projects) unless:

1. The bonds have a scheduled maturity date that is not later than 20 years after the date of issuance.
2. The City Council has received a written estimate of the cost of the issuance as prescribed in the statute.
3. The City Council has determined in writing whether any personal or financial relationship exists between the members of the City Council and any financial advisor, bond counsel, bond underwriter or other professional associated with the bond issuance.
4. The City Council posts prominently on the City's website and enters in the minutes the required information as prescribed in the statute.

CABS may not be used to purchase items more regularly considered maintenance items, including replacement HVAC units, upgraded plumbing or similar items, or transportation-related items, including buses, unless the item has an expected useful life that exceeds the CABS maturity date. The total amount of CABS may not exceed 25 percent of the City's total outstanding bonded indebtedness at the time of the issuance, including the amount of principal and interest to be paid on the outstanding bonds until maturity. The City may not extend the maturity date of an issued capital appreciation bond, including through the issuance of refunding bonds that extend the maturity date, except in the event the extension of the maturity date will decrease the total amount of projected principal and interest to maturity.

XII. CREDIT ENHANCEMENTS

Credit enhancements are mechanisms which guarantee principal and interest payments. They include bond insurance, lines of credit, surety bonds and letters of credit. A credit enhancement, while costly, is intended to bring a lower interest rate on debt and a higher rating from the rating agencies, thus lowering overall borrowing costs.

The City's financial advisor will advise the City whether or not a credit enhancement is cost effective under the circumstances and what type of credit enhancement, if any, should be purchased. In a negotiated sale, bids will be taken during the period prior to the pricing of the debt. In a competitive sale, bond insurance may be provided by the purchaser if the purchaser finds it cost effective.

Other credit enhancements may arise in the future, which may be beneficial. The City's financial advisor will present these options for consideration.

XIII. REFUNDING AND RESTRUCTURING OPTIONS

To the extent permitted by law, the City shall consider advance refunding debt whenever an analysis indicates the potential for present value savings of at least 3% of the par amount being refunded. In the case of current refundings, the City shall consider refunding debt whenever an analysis indicates the potential for present value savings above the costs of refunding the outstanding debt. Refunding for savings should not extend the final maturity of the original obligations, unless specifically approved by the City Council. Refunding of contractual obligations not currently recorded as an outstanding debt obligation of the City (e.g., TMPA debt) may be restructured to extend the final maturity if specifically approved by the City Council.

XIV. REIMBURSEMENT ORDINANCES

The IRS has specific regulations that govern the City's ability to use tax-exempt financing to reimburse expenditures made prior to the date of the financing. Bond proceeds may be allocated to a prior capital expenditure for a period of time after the expenditure is made, but only if a formal declaration by City Council is made. Bond counsel should be included in all reimbursement resolution discussions.

The Chief Financial Officer/Director of Finance will review and approve all reimbursement ordinances from City departments, including enterprise fund departments, before forwarding to the City Council for consideration. Initially, funding for the capital expenditures will be provided with existing bond proceeds or unreserved fund balance. Once the debt is sold, these expenditures will be reimbursed from the debt proceeds. Commercial paper proceeds may also be an interim funding option with City Council approval.

Reimbursement ordinances must be adopted within sixty (60) days of the date the original expenditures were paid. Debt obligations must be issued, and the reimbursement allocation made not later than eighteen (18) months after the later of (1) the date the original expenditures were paid, or (2) the date the project is placed in service or abandoned, but in no event more than three (3) years after the original expenditures were paid.

XV. USE OF ANTICIPATED BOND PROCEEDS

The use of anticipated bond proceeds will be limited to preliminary (soft) costs, which may include engineering fees, architect fees, feasibility studies, etc. unless a reimbursement ordinance has been adopted pursuant to Section XIV. The Chief Financial Officer/Director of Finance may provide additional parameters regarding qualifying uses and will review and approve all requests for the use of anticipated bond proceeds. Departments may not use anticipated bond proceeds for preliminary costs earlier than 60 days from the date the City

Council adopts an ordinance authorizing the sale of said bonds unless a reimbursement ordinance has been adopted pursuant to Section XIV. –A reimbursement ordinance is not required to expend anticipated bond proceeds for preliminary soft costs (indirect costs related to construction i.e., engineering or design). In no event will the use of anticipated bond proceeds exceed the unreserved fund equity of the combined Utility System for Electric, Water or Wastewater requests or the operating fund of any other department making a request.

XVI. METHOD OF SALE

A. Competitive Sale

When feasible and economical, obligations shall be issued by competitive rather than negotiated sale. Favorable conditions for a competitive method of sale include the following:

- The market is familiar with the issuer, and the issuer is a stable and regular borrower in the public market.
- An active secondary market with a broad investor base for the issuer's debt.
- The issue is neither too large to be easily absorbed by the market nor too small to attract investors without a concerted sales effort.
- The issue is not viewed by the market as carrying overly complex features or requiring explanation as to the debt's soundness.
- Interest rates are relatively stable, market demand is strong, and the market is able to absorb a reasonable amount of buying or selling at reasonable price changes.

Bidding Parameters

The notice of sale will be carefully constructed so as to ensure the best possible bid for the City, in light of existing market conditions and other prevailing factors. Parameters to be examined may include:

- Limits between lowest and highest coupons.
- Coupon requirements relative to the yield curve.
- Method of underwriter compensation, discount or premium coupons.
- Use of true interest cost (TIC).
- Use of bond insurance.
- Serial debt versus term debt with mandatory sinking fund redemptions.
- Call provisions.

B. Negotiated Sale

Bonds issued for the purpose of refunding and/or restructuring outstanding debt may appropriately be sold on a negotiated basis when maximum flexibility is required in order for the City to respond to day-to-day nuances in the marketplace and other complications peculiar to the issuance of refunding debt. Whenever the option exists to sell an issue on a negotiated basis, an analysis of the options shall be performed to aid in the decision-making process.

The City will present the reasons and will actively participate in the selection of the underwriter or direct purchaser.

In negotiated sales, the City attempts to involve qualified and experienced firms which consistently submit financing plans to the City and actively participate in the City's competitive sales. The criteria used to select an underwriter in a negotiated sale may include the following:

- Overall experience.
- Participation in the City's past competitive sales.
- Marketing philosophy.
- Capability.
- Previous experience as managing or co-managing underwriter.
- Financial statement and financing plans that are relevant and appropriate.
- MWB (Minority and Women Owned Businesses) status as it relates to the City's goal.
- Public finance team and resources.
- Breakdown of underwriter's discount, which includes management fee, underwriting fee, average takedown and other administrative expenses.

C. Private Placement

When cost-beneficial, the City may privately place its debt. Since underwriting and rating agency expenses may be avoided, it may result in a lower cost of borrowing. Private placement is sometimes an option for small issues that have a term less than 15 years. The opportunity may be identified by the financial advisor.

XVII. INVESTMENT OF BOND PROCEEDS

A. Strategy

The City should actively monitor its investment practices to ensure maximum returns on its invested bond funds while complying with federal arbitrage guidelines and the City's liquidity needs. Specific investment strategies for the investment of bond proceeds are provided in the City's Policy No. 403.06 ("Investment Policy").

B. Arbitrage Compliance

With respect to the investment and expenditure of the proceeds of tax-exempt obligations, the Chief Financial Officer/Director of Finance will:

- Instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities financed with tax-exempt obligations must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the tax-exempt obligations must be entered into within six months of the date of delivery of such obligations ("Issue Date").

- Monitor that at least 85% of the proceeds of tax-exempt obligations to be used for the construction, renovation or acquisition of any facilities are expended within three years of the Issue Date.
- Monitor investment of proceeds of the tax-exempt obligations and restrict the yield of the investments to the yield on the tax-exempt obligations after three years of the Issue Date.
- Monitor all amounts deposited into a sinking fund or funds, (e.g., the Interest and Sinking Fund established under each ordinance authorizing the issuance of the tax-exempt obligations), to assure that the maximum amount invested at a yield higher than the yield on the obligations does not exceed an amount equal to the debt service on the obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the obligations for the immediately preceding 12-month period.
- Assure that the maximum amount of any debt service reserve fund for tax-exempt obligations invested at a yield higher than the yield on the related tax-exempt obligations will not exceed the lesser of (1) 10% of the principal amount of the related tax-exempt obligations, (2) 125% of the average annual debt service on the related tax-exempt obligations measured as of the Issue Date for such obligations, or (3) 100% of the maximum annual debt service on the related tax-exempt obligations as of the Issue Date for such obligations.
- Ensure that no more than 50% of the proceeds of tax-exempt obligations are invested in an investment with a guaranteed yield for four years or more.
- Monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds of tax-exempt obligations) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances.
- Maintain any official action of the City (such as a reimbursement ordinance) stating its intent to reimburse with the proceeds of tax-exempt obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities financed with the obligations.
- Ensure that the applicable information return (e.g., Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS.
- Assure that, unless excepted from rebate and yield restriction under section 148(f) of the United States Internal Revenue Code of 1986, as amended (the "Code"), excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every five years after the Issue Date and (ii) within 30 days after the date the tax-exempt obligations are retired.

The City will follow a policy of full compliance with all arbitrage rebate requirements of the Code and IRS regulations and will perform (internally or by contract consultants) arbitrage rebate calculations for each issue subject to rebate on an annual basis. All necessary rebates will be filed and paid when due.

C. Arbitrage Liability Management

The Chief Financial Officer/Director of Finance will maintain a system for tracking arbitrage rebate liability and ensuring that required calculations are performed on a timely basis. These calculations will be performed annually and as needed. Due to the complexity of the arbitrage calculations and regulations, and to the severity of the penalties for noncompliance, the advice of bond counsel and qualified experts will be pursued on an ongoing basis. If deemed necessary, funds should be set aside in anticipation of potential rebate liabilities.

XVIII. RESTRICTIONS ON PRIVATE BUSINESS USE

With respect to the use of the facilities financed or refinanced with the proceeds of tax-exempt obligations the Chief Financial Officer/Director of Finance will:

- Develop procedures or a tracking system to identify all property financed with tax-exempt obligations.
- Monitor the date on which the facilities are substantially complete and available to be used for the purpose intended.
- Monitor whether, at any time the tax-exempt obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities.
- Monitor whether, at any time the tax-exempt obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity).
- Determine whether, at any time the tax-exempt obligations are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit.
- Determine whether, at any time the tax-exempt obligations are outstanding, the facilities are sold or otherwise disposed of. Prior to any sale of property owned by the City (real or personal), the Chief Financial Officer/Director of Finance must confirm whether such property was financed with tax-exempt obligations, and if so, determine whether the proposed disposition of the property could impact the tax-exempt status of the issue of tax-exempt obligations that financed the acquisition of such property.
- Before entering into any private business use arrangement that involves the use of the facilities financed with tax-exempt obligations, the Chief Financial Officer/Director of Finance must obtain a description of the proposed private business use arrangement and determine whether such arrangement, if put into effect, will be consistent with the restrictions on private business use of the facilities. In connection with the evaluation of any proposed private business use arrangement, the Chief Financial Officer/Director of Finance should consult with bond counsel to discuss whether such arrangement, if put into effect, will be consistent with the restrictions on private business use of the facility, and, if not, whether any remedial action permitted under federal guidelines may be taken as a means of enabling such private business use without adversely affecting the tax-exempt status of the tax-exempt obligations which financed such facilities.

- Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the ordinances authorizing tax-exempt obligations related to the public use of the facilities financed by such obligations.

The City shall establish an appropriate record keeping system and designate the appropriate City personnel for purposes of compliance with this section, and as stated in Section XIX.

XIX. RECORD RETENTION

All proceeds of debt obligations will be separately accounted for in the City's financial accounting system to facilitate arbitrage tracking and reporting. The Chief Financial Officer/Director of Finance shall include in the ACFR the City's arbitrage rebate liability in accordance with accounting standards established by GASB.

With respect to each issue of tax-exempt obligations issued by the City, the Chief Financial Officer/Director of Finance will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of such issue and the use of the facilities financed or refinanced thereby for a period ending six years after the complete extinguishment of such issue of tax-exempt obligations. If any portion of an issue of tax-exempt obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the six years after the refunding obligations are completely extinguished. Such records may be maintained in paper or electronic format.

XX. TRAINING

The Chief Financial Officer/Director of Finance shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of debt obligations. The foregoing notwithstanding, the Chief Financial Officer/Director of Finance is authorized and instructed to retain such experienced advisors, agents and consultants as may be necessary to carry out the policies and procedures described in Sections XVII, XVIII and XIX.

GLOSSARY

ACFR – Annual Comprehensive Financial Report.

Amortization – The planned reduction of a debt obligation according to a stated maturity or redemption schedule.

Arbitrage – The gain which may be obtained by borrowing funds at a lower (often tax-exempt) rate and investing the proceeds at higher (often taxable) rates. The ability to earn arbitrage by issuing tax-exempt securities has been severely curtailed by the Tax Reform Act of 1986, as amended.

Average Life – The average length of time debt is expected to be outstanding. Generally, a level debt service structure will limit the average life of a bond issue (i.e., a 20-year final maturity will have an approximate average life of 12 years, and a 30-year final maturity will have an approximate average life of 18 years).

Basis Point – One one-hundredth of one percent (0.0001).

BBI – Bond Buyer Index. Comparison of current rates for various maturities.

Bid Form – The document used by an underwriter to submit his bid at a competitive sale.

Bond – A security that represents an obligation to pay a specified amount of money on a specific date in the future, typically with periodic interest payments.

Bond Counsel – An attorney (or firm of attorneys) retained by the issuer to give a legal opinion concerning the validity of the securities. The bond counsel's opinion usually addresses the subject of tax exemption. Bond counsel may prepare, or review and advise the issuer regarding authorizing resolutions or ordinances, trust indentures, Official Statements, validation proceedings and litigation.

Bond Insurance – Bond insurance is a type of credit enhancement whereby a monoline insurance company indemnifies an investor against a default by the issuer to pay principal and interest in-full and on-time. Once assigned, the municipal bond insurance policy generally is irrevocable. The insurance company receives an up-front fee, or premium, when the policy is issued.

Book-Entry-Only – Bonds that are issued in fully-registered form but without certificates of ownership. The ownership interest of each actual purchaser is recorded on computer.

Bond Years – $1,000 of debt outstanding for one year used to compute average life and net interest cost.

CIP – Capital Improvement Program.

Call Option – The right to redeem a bond prior to its stated maturity, either on a given date or continuously. The call option is also referred to as the optional redemption provision.

Callable Commercial Paper – A short term obligation that is issued with an original call date of a business day at least 5 to no more than 120 days of issuance at a maturity date on a business day no more than 270 days from the issuance date. Callable commercial paper can be issued without the need of bank liquidity support.

Capital Appreciation Bond – A bond without current interest coupons that is typically sold at a substantial discount from par. Investors are provided with a return based upon the accretion and compounding of interest on the bond through maturity. As defined by Section 1201.0245, Government Code, means a bond that accrues and compounds interest from its date of delivery, the interest on which by its terms is payable only upon maturity or prior redemption.

Capital Lease – The acquisition of a capital asset over time rather than merely paying a rental fee for temporary use. A lease-purchase agreement, in which provision is made for transfer of ownership of the property for a nominal price at the scheduled termination of the lease, is referred to as a capital lease.

Certificates of Obligation – A type of debt authorized to be issued pursuant to the Certificates of Obligation Act of 1971 (Subchapter C of Chapter 271, Texas Government Code).

Closing – When bonds are exchanged for money (a/k/a delivery or settlement).

Commercial Paper – By convention, short-term, unsecured, tax-exempt, or taxable promissory notes issued in either registered or bearer form with a stated maturity of 270 days or less.

Competitive Sale – A sale of securities in which the securities are awarded to the bidder who offers to purchase the issue at the best price or lowest cost.

Coupon Rate – The interest rate on specific maturities of a bond issue. While the term "coupon" derives from the days when virtually all municipal bonds were in bearer form with coupons attached, the term is still frequently used to refer to the interest rate on different maturities of bonds in registered form.

Cover Bid – The runner-up in a competitive bond sale.

Credit Enhancements – Credit enhancements are mechanisms which guarantee principal and interest payments. They include bond insurance and a line or letter of credit. A credit enhancement, while costly, will usually bring a lower interest rate on debt and a higher rating from the rating agencies, thus lowering overall costs. Cost effectiveness of credit enhancement will be evaluated for each debt issue.

CUSIP Number – The term CUSIP is an acronym for the Committee on Uniform Securities Identification Procedures. An identification number is assigned to each maturity of an issue and is usually printed on the face of each individual certificate of the issue. The CUSIP numbers are intended to help facilitate the identification and clearance of municipal securities. As the municipal market has evolved, and the new derivative products are devised, the importance of the CUSIP system for identification purposes has increased.

Dated Date – A defined date at which interest begins to accrue from.

Debt Burden – The ratio of outstanding tax-supported debt to the market value of property within a jurisdiction. The overall debt burden includes a jurisdiction's proportionate share of overlapping debt as well as the municipality's direct net debt.

Debt Limitation – The maximum amount of debt that is legally permitted by a jurisdiction's charter, constitution, or statutory requirements.

Debt Obligation – As defined by Section 1201.002, Government Code, means an issued public security which is an instrument, including a bond, certificate, note, or other type of obligation authorized to be issued by an issuer under a statute, a municipal home-rule charter, or the constitution of the state.

Debt Coverage Ratio Calculations –

Electric: ((Total Revenue-Cost Participation)-(Personnel Expenses+O&M Expenses+COS Transfers+Supplemental, Baseline Adjustments, Purchase Power+DEC Fuel+Purchase Power Data Center+Transmission of Power)))/(Total Debt Service))

Water: ((Total Revenue-Impact Fees-Cost Participation)-(Personnel Expenses+O&M Expenses+COS Transfers+Supplemental, Baseline Adjustments))/(Total Debt Service))

Wastewater: ((Total Revenue-Impact Fees-Cost Participation)-(Personnel Expenses+O&M Expenses+COS Transfers+Supplemental, Baseline Adjustments))/(Total Debt Service))

Solid Waste: ((Total Revenue)-(Personnel Expenses+O&M Expenses+COS Transfers+Supplemental, Baseline Adjustments))/(Total Debt Service))

**COS-Cost of Service, O&M-Operations and Maintenance, DEC-Denton Energy Center*

Debt Service – The amount necessary to pay principal and interest requirements on outstanding bonds for a given year or series of years.

Debt Service Reserve Fund – The fund into which moneys are placed which may be used to pay debt service if pledged revenues are insufficient to satisfy the debt service requirements. The debt service reserve fund may be entirely funded with bond proceeds, or it may only be partly funded at the time of the issuance and allowed to reach its full funding requirement over time, due to the accumulation of pledged revenues. If the debt service reserve fund is used in whole or part to pay debt service, the issuer usually is required to replenish the funds from the first available funds or revenues. A typical reserve requirement might be the maximum aggregate annual debt service requirement for any year remaining until the bonds reach maturity. The size of the reserve fund, and the manner in which it is invested, may be subject to arbitrage regulations.

Default – The failure to pay principal or interest in full or on time. An actual default should be distinguished from technical default. The latter refers to a failure by an issuer to abide by certain covenants but does not necessarily result in a failure to pay principle or interest when due.

Defeasance – Providing for payment of principal of premium, if any, and interest on debt through the first call date or scheduled principal maturity in accordance with the terms and

requirements of the instrument pursuant to which the debt was issued. A legal defeasance usually involves establishing an irrevocable escrow funded with only cash and U.S. government obligations.

Depository Trust Company (DTC) – A limited purpose trust company organized under the New York Banking Law. DTC facilitates the settlement of transactions in municipal securities.

Downgrade – A reduction in credit rating.

Enterprise Activity – A revenue-generating project or business. The project often provides funds necessary to pay debt service on securities issued to finance the facility. The debts of such projects are self-liquidating when the projects earn sufficient monies to cover all debt service and other requirements imposed under the bond contract. Common examples include water and sewer treatment facilities and utility facilities.

Electronic Municipal Market Access (EMMA) – Effective July 1, 2009, the SEC implemented amendments to SEC Rule 15c2-12 which approved the establishment by the MSRB of EMMA, the sole successor to the nationally recognized municipal securities information repositories with respect to filings made in connection with disclosure undertakings. Access to filings are made free of charge to the general public by the MSRB.

Extendable Commercial Paper – A short term obligation with an original maturity of 1 to 120 days, but the issuer has the right to extend the maturity of the debt to a maximum maturity of 270 days from the original offering date. Extendable commercial paper does not require liquidity support.

Final Official Statement (FOS) – A document published by the issuer which generally discloses material information on a new issue of municipal securities including the purposes of the issue, how the securities will be repaid, and the financial, economic, and social characteristics of the issuing government. Investors may use this information to evaluate the credit quality of the securities.

Financial Advisor – A person or firm of people that (i) provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, or (ii) undertakes a solicitation of a municipal entity. Also known as a "municipal advisor".

Flow of Funds – The order in which pledged revenues must be disbursed, as set forth in the trust indenture or bond resolution. In most instances, the pledged revenues are deposited into a general collection account or revenue fund as they are received and subsequently transferred into the other accounts established by the bond resolution or trust indenture. The other accounts provide for payment of the costs of debt service, debt service reserve deposits, operation and maintenance costs, renewal and replacement, and other requirements.

GASB – Government Accounting Standards Board.

GFOA – Government Finance Officers Association.

General Obligation Debt – Debt that is secured by a pledge of the ad valorem taxing power of the issuer. Also known as a full faith and credit obligation.

Good Faith Deposit – A sum of money given by the Underwriter to assure his bid.

Institutional Buyer – Banks, financial institutions, insurance companies, and bond funds.

Issuance Costs – The costs incurred by the bond issuer during the planning and sale of securities. These costs include but are not limited to financial advisory and bond counsel fees, printing and advertising costs, rating agencies fees, and other expenses incurred in the marketing of an issue.

Junior Lien Bonds – Bonds which have a subordinate claim against pledged revenues.

Letter of Credit – Bank credit facility whereby a bank will honor the payment of an issuer's debt, in the event that an issuer is unable to do so, thereby providing an additional source of security for bondholders for a predetermined period of time. A letter of credit often is referred to as an L/C or an LOC. Letter of Credit can be issued on a "stand-by" or "direct pay" basis.

Level Debt Service – When annual payments are substantially the same each year.

Line of Credit – Bank credit facility wherein the bank agrees to lend up to a maximum amount of funds at some date in the future in return for a commitment fee.

Long-Term Debt – Will not exceed the estimated useful life of the asset(s) financed. Voter approved general obligation bonds will strive to have a final maturity of twenty (20) years or less. Revenue bonds and certificates of obligation will strive to have a final maturity of thirty (30) years or less.

Manager – The member (or members) of an underwriting syndicate charged with the primary responsibility for conducting the affairs of the syndicate. The managers take the largest underwriting commitment.

<u>Lead Manager or Senior Manager</u>

The underwriter serving as head of the syndicate. The lead manager generally handles negotiations in a negotiated underwriting of a new issue of municipal securities or directs the process by which a bid is determined for a competitive underwriting. The lead manager also is charged with allocating securities among the members of the syndicate in accordance with the terms of the syndicate agreement or agreement among underwriters.

<u>Joint Manager or Co-Manager</u>

Any member of the management group.

Municipal Advisory Council of Texas (MAC) – The designated State of Texas Information Depository as approved by the SEC with respect to filings made in connection with undertakings.

Municipal Securities Rulemaking Board (MSRB) – A self-regulating organization established on September 5, 1975, upon the appointment of a 15-member Board by the Securities and Exchange Agreement. The MSRB, comprised of representatives from investment banking firms, dealer bank representatives, and public representatives, is entrusted with the responsibility of writing rules of conduct for the municipal securities market. New Board members are selected by the MSRB pursuant to the method set forth in Board rules.

Negotiated Sale – A sale of securities in which the terms of sale are determined through negotiation between the issuer and the purchaser, typically an underwriter, without competitive bidding.

Net Interest Cost – The average interest cost of a bond issue calculated on the basis of simple interest.

Net Revenue – Gross revenue excluding fair market value adjustment, capital contributions and non-administrative transfers less Operating expenses excluding depreciation, ROI and franchise fees.

Official Statement – A Preliminary Official Statement or a Final Official Statement, as applicable.

Paying Agent – An agent of the issuer with responsibility for timely payment of principal and interest to bond holders.

Preliminary Official Statement (POS) – The POS is a preliminary version of the Final Official Statement which is used by an issuer or underwriters to describe the proposed issue of municipal securities prior to the determination of the interest rate(s) and offering prices(s). The preliminary official statement, also called a "red herring", often is examined by potential purchasers prior to making an investment decision.

Present Value – The value of a future amount or stream of revenues or expenditures in current dollars.

Private Business Use – Private business use occurs whenever tax-exempt obligation proceeds are used to benefit any entity other than a state or local government, including non-profit corporations and the federal government. In simple terms, an issue of tax-exempt obligations may lose their tax-exempt status if (i) more than 10% of the proceeds of the obligations are to be used for any private business use and the payment of the principal of, or the interest, on more than 10% of the proceeds of the obligations is secured by or payable from property used for a private business use or (ii) the amount of the proceeds of the obligations used to make loans to borrowers other than state and local governments exceeds the lesser of 5% of the proceeds or $5 million.

Refunding – An advance refunding is a refunding that occurs more than 90 days before the call date of the refunded bonds, and a current refunding is a refunding that occurs 90 days or less before the call date. A refunding is a process of selling a new issue of securities to obtain funds needed to retire existing securities. Debt refunding is done to extend maturity and/or to reduce debt service cost.

Retail Buyer – Individual investors.

Revenue Bond – A bond which is payable from a specific source of revenue and to which the full faith and credit of an issuer with taxing power is not pledged. Revenue bonds are payable from identified sources of revenue, and do not permit the bondholders to compel a jurisdiction to pay debt service from any other source. Pledged revenues often are derived from the operation of an enterprise activity. Generally, no voter approval is required prior to issuance of such obligations.

SEC – Securities and Exchange Commission.

Secondary Market – The market in which bonds are sold after their initial sale in the new issue market.

Senior Lien Bonds – Bonds having a prior or first claim on pledged revenues.

Serial Bonds – A bond issue in which the principal is repaid in periodic installments over the issue's life.

Short-Term Debt – May be issued to finance projects or portions of projects for which the City ultimately intends to issue long-term debt (i.e., it will be used, when appropriate, to provide interim financing which will eventually be refunded with proceeds of long-term obligations). Short-term obligations may be backed with a tax and/or revenue pledge or a pledge of other available resources.

Split ratings – Different rating levels from different rating agencies.

Surety Bond – A bond guaranteeing performance of a contract or obligation.

Term Bonds – Term bonds usually refer to a particularly large maturity of a bond issue that is created by aggregating a series of maturities. A provision is often made for the mandatory redemption of specified amounts of principal during several years prior to the stated maturity, which effectively simulates serial bonds.

True Interest Cost (TIC) – An expression of the average interest cost in present value terms. The true interest cost is a more accurate measurement of the bond issue's effective interest cost and should be used to ascertain the best bid in a competitive sale.

Variable Rate Bond – A bond on which the interest rate is reset periodically, usually no less often than semi-annually. The interest rate is reset either by means of an auction or through an index.

Upgrade – An increase in credit rating.

REFERENCES

- None

REVISION HISTORY

Revision Date	Policy Owner	Summary
12/03/2024	R. Klingele	• Administrative maintenance.

		• Annual Submission of Conflict of Interest Forms • Removal of Controller from Investment Committee
12/12/2023	R. Klingele	• Administrative maintenance
12/13/2022	R. Klingele	• Administrative maintenance • Add language to allow line of credit to be refinanced with long-term debt • Update language to define facilities for CO issuances • Add language to illustrate preliminary soft costs can be expended without a RO
11/16/2021	R. Klingele	• Administrative maintenance • Increase debt service coverage ratio from 1.25 to 1.50 • Add language to allow long-term debt for current operations
01/05/2021	R. Klingele	• Administrative maintenance • Add Commercial Paper as a type of debt its use as short-term financing and potential use as anticipated bond proceeds • Add language to RO illustrating IRS' regulation of using tax-exempt financing to reimburse expenditures made prior to the date of financing
03/17/2020	A. Puente	• Short-term debt update to include using proceed of refunding bonds or notes, LCs, direct note purchase agreements and commercial paper programs • Long-term debt update to number of days prior to the set date for passage of ordinance authorizing sale of COs

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF DENTON AMENDING POLICY NUMBER 403.07 "DEBT SERVICE MANAGEMENT" TO MAKE ADMINISTRATIVE MAINTENANCE REVISIONS BASED ON ANNUAL REVIEW OF THE POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on the 5th day of March 1996 the City Council passed Resolution No. 96-013 adopting Administrative Policy No. 403.07 "Debt Service Management"; and

WHEREAS, the policy was most recently amended by City Council on the 12th day of December 2023, in Resolution No. 23-2180 adopting the current version of the Debt Service Management Policy; and

WHEREAS, the Debt Management Policy provides for annual review by City Council, and documentation of any modifications by resolution or ordinance; and

WHEREAS, staff recommends adding language requiring the annual submission of Conflict of Interest Forms, the removal of the Controller from Debt Committee, and updating revision references; and

WHEREAS, the City Manager recommends adoption of the revised policy and the City Council desires to adopt such policy as the official policy regarding Debt Service Management; 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 herein by reference as true and as if fully set forth in the body of this resolution.

SECTION 2. The policy entitled "Policy No. 403.07 Debt Service Management", attached hereto and made a part hereof, is hereby adopted as an official policy of the City of Denton, Texas and shall replace the existing Debt Service Management Policy.

SECTION 3. The attached policy shall be filed in the official records with the City Secretary.

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

The motion to approve this resolution was made by _____ and seconded by _____. 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 ADOPTED this the _____ day of _____ 2024.

_____
GERARD HUDSPETH, MAYOR

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller Digitally signed by Susan Keller Date: 2024.11.26 11:19:05 -06'00'

CITY OF DENTON

Policy Number and Title:	403.07 Debt Management Policy
Policy Section and Chapter:	Finance – Cash Management
Policy Type:	Policy with Admin. Procedures
Last Revision Date:	12/03/2024

POLICY STATEMENT

This policy shall provide general guidelines by which the City of Denton (the "City") will issue debt. In as much as this policy may be in conflict or inconsistent with state law, state law will prevail. Furthermore, state law will prevail on matters not specifically addressed in this policy. It is the objective of this policy that (1) the City obtain financing only when necessary, (2) the process for identifying the timing and amount of debt or other financing proceed as efficiently as possible, and (3) the City seek the most favorable interest rate and competitive costs in accordance with this policy while maintaining financial flexibility.

This debt management policy applies to the financing activities of the City of Denton, Texas. It also addresses the issues of process, use and limitations. Proceeds from debt issuances will be delivered as closely as possible to the time that contracts are expected to be awarded so that the proceeds are spent efficiently. In addition, the City Council may, through adoption of a reimbursement ordinance, authorize the expenditure of funds prior to the bond sale for certain capital expenses. The reimbursement ordinance is required by Federal Law to document the City's intent to reimburse expenses from the future sale of tax-exempt debt obligations. The City Council shall review and approve the debt management policy at least annually and be documented by ordinance or resolution, which shall include any changes made.

ADMINISTRATIVE PROCEDURES

I. DEBT MANAGEMENT COMMITTEE

A. Members

The Debt Management Committee (the "Committee") will consist of the City Manager, Chief Financial Officer/Director of Finance, Assistant Directors of Finance, and Treasury Manager. The City's financial advisor and bond counsel shall act as consultants to the Committee. When needed, the City Attorney will act as a legal advisor to the Committee. The City's Internal Auditor will serve as a non-voting member of the Committee. A quorum may be achieved by a member designating a substitute participant to serve in their absence. That substitute participant will not be granted voting rights.

B. Scope

The Committee shall meet at least annually to review the debt program or as necessary. Topics for discussion should include: the Capital Improvement Program (CIP), acquisition of fixed assets, status of outstanding debt, unspent bond proceeds, unissued voter authorized debt, timing of additional financing needs and financing options, and the effect

of proposed financing activity on the related rates supporting the debt (i.e., property tax rate, utility rates, user fees, etc.).

II. RESPONSIBILITY AND STANDARD CARE

The Finance Department will coordinate all activities required for the issuance of all debt.

A. Delegation

The Chief Financial Officer/Director of Finance shall have primary responsibility for developing financing
recommendations. The Chief Financial Officer/Director of Finance shall:

- Meet at least annually during budget development with Department Directors to consider the need for financing, review debt capacity and assess progress on the Capital Improvement Program.
- Periodically review changes in state and federal legislation.
- Periodically review the provisions of ordinances authorizing issuance of debt obligations.
- Periodically review the City's Charter to ensure compliance with state law.
- Periodically review services provided by the financial advisor, bond counsel, paying agent, and other service providers to evaluate the extent and effectiveness of the services being provided.

B. Conflicts of Interest

All participants in the debt management process shall act responsibly as custodians of public assets. Officers and employees involved in the debt management process shall refrain from personal business activity that could conflict with proper execution of the financing program, or which could impair their ability to make impartial financing decisions. An annual Conflict of Interest form will be completed by officers and employees involved in the debt management process.

C. Reporting

The Chief Financial Officer/Director of Finance shall include in the Annual Comprehensive Financial Report ("ACFR") a report summarizing all debt outstanding by type (tax-supported and self-supported general obligation debt, and revenue debt), and update of pertinent legislative changes. Additionally, the Chief Financial Officer/Director of Finance shall annually publish on the City's website a Debt Report summarizing the City's total outstanding principal and interest for all long-term debt as of the end of the last fiscal year, in accordance with House Bill 1378 passed during the 2015 legislative session.

D. Investor Relations

The City shall endeavor to maintain a positive relationship with the investment community. The Chief Financial Officer/Director of Finance and the City's financial advisor shall, as necessary, prepare reports and other forms of communications regarding the City's indebtedness, as well as its future financing plans. This includes information presented to

the press and other media. The information includes, but is not limited to, the annual program of services, ACFR, financial plans, capital improvement plans, and comprehensive development plans.

All forms of media deemed appropriate and immediately available to the City will be utilized to disseminate information to all investors. Examples include the Texas Bond Reporter and the Texas Municipal Reports published by the Municipal Advisory Council of Texas (the "MAC"), The Bond Buyer, and the Electronic Municipal Market Access system ("EMMA") maintained by the Municipal Securities Rulemaking Board (the "MSRB"). Bond counsel and financial advisor will advise on the use of electronic media in connection with the City's debt program.

E. Financial Advisor

The City shall retain an independent financial advisor for advice on the structuring of new debt, financial analysis of various options, including refunding opportunities, the rating review process, the marketing and marketability of City debt obligations, issuance and post-issuance services, the preparation of Official Statements and other services, as necessary. The City will seek the advice of the financial advisor on an ongoing basis. The financial advisor will perform other services as defined by the agreement approved by the City Council. The financial advisor will not bid on nor underwrite any City debt issues in accordance with MSRB rules.

F. Bond Counsel

The City shall retain bond counsel for legal and procedural advice on all debt issues. Bond counsel shall advise the City in all matters pertaining to its bond ordinance(s) and/or resolution(s). No action shall be taken with respect to any obligation until a written instrument (e.g., Certificate for Ordinance or other legal instrument) has been prepared by the bond attorneys certifying the legality of the proposal. The bond attorneys shall prepare all ordinances and other legal instruments required for the execution and sale of any bonds issued which shall then be reviewed by the City Attorney and the Chief Financial Officer/Director of Finance. The City will also seek the advice of bond counsel on all other types of debt and on any other questions involving federal tax or arbitrage law. Special counsel may be retained to protect the City's interest in complex negotiations.

G. Communications with Underwriters

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 mandated the Securities and Exchange Commission ("SEC") to establish the Municipal Advisor Rules (the "MA Rules") which were finalized in September of 2013 and became effective July 1, 2014. Under the MA Rules, any person that provides certain advice to the City with respect to the issuance of bonds or municipal financial projects (including investment strategies involving the investment of bond proceeds) is, absent an exemption under the MA Rules, deemed to be a "municipal advisor." Any person that is a municipal advisor under the MA Rules is subject to a fiduciary duty to the City and would be precluded from acting as an underwriter for bonds issued by the City. The City receives deal ideas, analysis, suggestions, and related services for bond issues from underwriter banks that may be considered "advice" for purposes of the MA Rules. So that the City may continue to receive

this type of advice from underwriters/banks, the Chief Financial Officer/Director of Finance may provide whatever communications to an underwriter/bank the Chief Financial Officer/Director of Finance determines to be necessary to establish an exemption under the MA Rules so that those underwriters/banks are not considered a "municipal advisor" for purposes of the MA Rules. On September 23, 2016, the Chief Financial Officer/Director of Finance filed an Independent Registered Municipal Advisor (IRMA) Certificate with the MAC to be made available to underwriters/banks desiring to communicate with the City. The IRMA Certificate was revised and re-filed with the MAC on September 23, 2016. The Certificate does not expire and may be relied upon until withdrawn by the City. The IRMA Certificate is also available on the City's website.

III. OFFICIAL STATEMENT

The preparation of the Official Statement is the responsibility of the financial advisor in concert with bond counsel and the Chief Financial Officer/Director of Finance. Information for the Official Statement is gathered from departments/divisions throughout the City.

IV. DISCLOSURE

A. The City will take all appropriate steps to comply with federal securities laws, including, but not limited to, SEC Rule 15c2-12 (the "Rule"). The City will make annual and event disclosure filings to the MSRB via EMMA as required by its continuing disclosure undertakings and in conformity with the Rule.

B. With each bond offering, in the preparation of an ACFR, Official Statement or any other offering document, and with the City's annual filings required by its continuing disclosure undertakings pursuant to the Rule, the City will follow a policy of full and complete disclosure of operating, financial and legal conditions of the City, in conformance with the Government Finance Officers Association best practice, "Understanding Your Continuing Disclosure Responsibilities , and as advised by the City's bond counsel or financial advisor.

C. Notice of Disclosure Events

The City's continuing disclosure undertakings list certain events described under the Rule that must be reported in a timely fashion to the MSRB via EMMA. On August 15, 2018, the SEC made amendments to the Rule, which only apply to primary offerings that occur on or after February 27, 2019. While not required, the City will make every effort to apply the new requirements to previously issued bonds since the amendments make the Rule more stringent. The City's continuing disclosure undertakings require that events be reported to the MSRB within 10 business days after the occurrence of the event.

1. The events that must be reported, if material, are:

    a. Nonpayment related defaults.
    b. Modifications of rights of security holders.
    c. Bond calls.
    d. Release, substitution, or sale of property securing repayment of the securities.

e. Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the City or other obligated entity or their termination.
f. Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent.
g. The incurrence of a material financial obligation, or material agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation that affects security holders.
h. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation, any of which reflect financial difficulties.

2. The events that must be reported, regardless of materiality, are:

a. Principal and interest payment delinquencies.
b. Unscheduled draws on debt service reserves reflecting financial difficulties.
c. Unscheduled draws on credit enhancements reflecting financial difficulties.
d. Substitution of credit or liquidity providers, or their failure to perform.
e. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
f. Tender offers.
g. Defeasances.
h. Rating changes.
i. Bankruptcy, insolvency, receivership, or similar proceeding.

The City's continuing disclosure undertakings requires the City to report to the MSRB the failure of the City to provide the required annual financial information or operating data on or before the dates specified under a continuing disclosure undertaking in conformity with the Rule.

V. RATING AGENCY COMMUNICATIONS & CREDIT OBJECTIVES

The City will seek to maintain and improve its current bond ratings when financially feasible, so its borrowing costs are reduced to a minimum and its access to credit is preserved.

In conjunction with the financial advisor, the City shall maintain a line of communication with at least two of the rating agencies (Moody's, Standard & Poor's, or Fitch), informing them of major financial events in the City as they occur. The ACFR, Annual Program of Services, and Capital Improvement Program shall be distributed to the rating agencies after they have been accepted and adopted by the City Council on an annual basis.

When necessary, a conference call or personal meetings with representatives of the rating agencies will be scheduled when a major capital improvement program is initiated, or to discuss economic and/or financial developments which might impact credit ratings. The following documents may be required by the rating agencies:

- Most recent annual audit reports, including a description of accounting practices. Accounting changes in the past three years and the impact on financial results should be explained.
- Current budget.
- Current Capital Improvement Program.
- Official Statements for new financings.
- Description of projects being financed.
- Sources and uses statement for bond issuance. If additional funds are required to complete specific projects being financed, the source of the funds and any conditional requirements may be discussed.
- Engineering and feasibility report (if applicable).
- Zoning or land-use map (if applicable).
- Cash flow statement, in the case of interim borrowing. Statement of long– and short-term debt with annual and monthly maturity dates as appropriate. Also, a report of any lease obligations, their nature and term.
- Indication of appropriate authority for debt issuance.
- Cyber security update.
- Investment policy (if applicable).
- Statement concerning remaining borrowing capacity plus tax rate and levy capacity or other revenue capacity.

Full disclosure of the City's operations will be made to the bond rating agencies. The City staff, with the assistance of the financial advisors and bond counsel, will prepare the necessary materials for and presentation to the rating agencies.

VI. LIMITATIONS OF INDEBTEDNESS AND AFFORDABILITY STATEMENT

City staff, in conjunction with the financial advisor and bond counsel, will present to the City Council, and any City committee, as appropriate, a comprehensive analysis of debt capacity prior to issuing bonds. This analysis should include relevant information such as:

- Legal debt limitations, tax or expenditure ceilings.
- Coverage requirements or additional bonds tests in accordance with bond covenants.
- Measures of the tax and revenue base, such as projections of relevant economic variables (e.g., assessed property values, employment base, unemployment rates, income levels, and retail sales).
- Population trends.
- Utilization trends for services underlying revenues.
- Factors affecting tax collections, including types of property, goods, or services taxed, assessment practices and collection rates, evaluation of trends relating to the City's financial performance, such as revenues and expenditures, net revenues available after meeting operating requirements.
- Reliability of revenues expected to pay debt service.
- Unreserved fund balance levels.
- Debt service obligations, such as existing debt service requirements.
- Debt service as a percentage of expenditures or tax or system revenues.
- Measures of debt burden on the community, such as debt per capita, debt as a percentage of full or equalized assessed property value and overlapping or underlying debt.

- Tax-exempt and taxable market factors affecting interest costs, such as interest rates, market receptivity, and credit rating.

Annual debt service on long term general obligation debt (tax-supported), which excludes self-supported debt, shall be limited to no more than 30% of budgeted expenditures in the City's General Fund.

The City has revenue bonds and other indebtedness of the Electric, Water, and Wastewater Funds, which are collectively known as the City's "Utility System." The City will maintain coverage ratios as dictated by the City's outstanding bond covenants, including any other indebtedness of the Utility System. In addition, the City will follow a policy that the Utility System will maintain a debt service coverage ratio of at least 1.50 on all outstanding revenue bonds and other indebtedness of the Utility System. For this purpose, the debt coverage ratio is defined as the net revenue of the Utility System for a fiscal year (as set out in the audited financial statements for that fiscal year) divided by the maximum annual debt service for all then outstanding revenue bonds and other indebtedness of the Utility System, as determined utilizing the Debt Coverage Ratio Calculations. The City will strive to further maintain this debt service coverage ratio for each separate utility.

The Electric, Water, and Wastewater Funds' will strive to maintain total long-term outstanding debt less than the amount of combined fund equity.

VII. CAPITAL IMPROVEMENT PROGRAM

A. The City will seek all possible federal and state reimbursement for mandated projects and/or programs. The City will pursue a balanced relationship between issuing debt and pay-as-you-go financing as dictated by prevailing economic factors and as directed by the City Council.

B. Current operations will not be financed with long-term debt, except as directed by City Council.

C. Debt incurred to finance capital improvements will be repaid within the useful life of the asset.

D. High priority will be assigned to the replacement of capital improvements and fixed assets when they have deteriorated to the point they are hazardous, incur high maintenance costs, negatively affect property values, or no longer serve their intended purposes.

E. An updated Capital Improvement Program will be presented to the City Council for approval on an annual basis. This plan will be used as a basis for the long-range financial planning process.

VIII. TYPES OF DEBT

The City's bond counsel and financial advisor will present the different types of debt best suited and legally permissible under state law for each debt issue and assist in analyzing the use of

capital lease purchases or the use of lines of credit. These types may include, but are not limited to:

- Short-term vs. long-term debt.
- General obligation debt vs. revenue debt.
- Fixed rate debt.
- Lease-backed debt.
- Special obligation debt, such as assessment district debt.
- Certificates of obligation.
- Combination tax and revenue debt.
- Tax Increment Reinvestment Zone (TIRZ) debt.
- Public Improvement District (PID) debt.
- Conduit issues.
- Tax Notes.
- Taxable and tax-exempt debt.
- Commercial Paper.

The issuance of long-term variable rate debt and interest rate swaps are expressly prohibited by this policy. The Chief Financial Officer/Director of Finance will be responsible for evaluating this type of debt and will present a variable rate debt policy or interest rate swap policy to the City Council for approval as necessary.

IX. BOND STRUCTURE

Factors that may be considered when structuring debt include the following:

- Final maturity of the debt.
- Setting the final maturity of the debt equal to or less than the useful life of the asset(s) being financed.
- Use of zero coupon bonds, capital appreciation bonds, discount and deep discount bonds or premium bonds.
- Principal and interest payment structure (e.g., level debt service payments, level principal payments, bullet and term maturities, interest only, or other payment structures).
- Redemption provisions (e.g., mandatory and optional call features).
- Use of credit enhancement (e.g., bond insurance).
- Use of senior lien and junior lien obligations.
- Capitalized interest.
- Other factors as deemed appropriate in consultation with the City's financial advisor and bond counsel.

X. SHORT-TERM DEBT

A. General

Short-term obligations may be issued to finance projects or portions of projects for which the City ultimately intends to issue long-term debt (i.e., it will be used, when appropriate, to provide interim financing which will eventually be refunded with the proceeds of long-term obligations).

Short-term obligations may be backed with a tax and/or revenue pledge or a pledge of proceeds of refunding bonds or notes or other available resources.

Interim financing may be appropriate when long-term interest rates are forecasted to remain relatively stable or decline in the future or to finance projects with long lead times. In addition, some forms of short-term obligations may be obtained more quickly than long-term obligations and, thus, may be used until long-term financing is secured.

B. Commercial Paper

The Chief Financial Officer/Director of Finance may consider the establishment of a Commercial Paper (CP) program to determine its cost effectiveness and evaluate the appropriateness of commercial paper including the advantages and disadvantages. The City may consider using letters of credit, direct note purchase agreements, hybrid liquidity facilities, extendable commercial paper and callable commercial paper. The establishment of commercial paper program would require approval by the City Council. The City currently has an Extendable Commercial Paper program for both General Obligations and the Utility System.

Commercial paper programs may be used to satisfy the funding source as required by state law for appropriation authority. The Chief Financial Officer/Director of Finance will notify City Council prior to the issuance of any commercial paper notes. General Obligation CP programs are limited to projects that have received voter approval. Annually the City Council will adopt a resolution authorizing the refinancing of any outstanding commercial paper to ensure the flexibility to best manage the program.

C. Anticipation Notes

Anticipation notes do not require giving a notice of intent. Anticipation notes may be secured and repaid by a pledge of revenue, taxes, or the proceeds of a future debt issue and have a maximum maturity of seven (7) years. Anticipation notes may be authorized by an ordinance adopted by the City Council.

Anticipation notes may be used to finance projects or acquisitions that could also be financed using certificates of obligation and have the following restrictions:

1. Anticipation notes may not be used to repay interfund borrowing or a borrowing that occurred up to/or more than 24-months prior to the date of issuance, and

2. The City may not issue anticipation notes that are payable from general obligation bond proceeds unless the proposition authorizing the issuance of the general obligation bonds has already been approved by the voters.

D. Line of Credit

To the extent authorized by state law and with the approval of the City Council, the City may establish a line of credit with a financial institution selected through a competitive process. Draws shall be made on the line of credit when (1) the need for financing is so urgent that time does not permit the issuance of long-term debt, or (2) the need for financing

is so small that the total cost of issuance of long-term debt including carrying costs of debt proceeds not needed immediately is significantly higher. Draws will be made on the line of credit to pay for projects designated for line of credit financing by the City Council. Borrowings under the line of credit shall be repaid from current revenues. The Chief Financial Officer/Director of Finance will authorize all draws on the line of credit, as authorized in the agreement approved by the City Council. Under current state law, a line of credit cannot extend past the end of the then current fiscal year. Borrowings under a line of credit may be refinanced with long-term debt as approved by the City Council.

E. Capital Leasing

Capital leasing is an option for the acquisition of a piece or package of equipment.

Leasing shall not be considered when funds are on hand for the acquisition unless the interest expense associated with the lease is less than the interest that can be earned by investing the funds on hand or when other factors such as budget constraints or vendor responsiveness override the economic consideration.

Whenever a lease is arranged with a private sector entity, a tax-exempt rate shall be sought. Whenever a lease is arranged with a government or other tax-exempt entity, the City shall obtain an explicitly defined taxable rate so that the lease will not be counted in the City's total annual borrowings subject to arbitrage rebate.

The lease agreement shall permit the City to refinance the lease at no more than reasonable cost should the City decide to do so. A lease which may be called at will is preferable to one which may merely be accelerated.

The City shall seek at least three (3) competitive proposals for any lease financing, except those related to technology equipment. Due to the proprietary nature of most technology equipment, lease financing is typically only offered through the technology's vendor. The net present value of competitive bids shall be compared, taking into account whether payments are in advance or in arrears, and how frequently payments are made. The purchase price of equipment shall be competitively bid, as required by state law, as well as the financing costs.

The Chief Financial Officer/Director of Finance will ensure any leasing agreement is compared to other financing options to ensure the lease is cost beneficial. Alternate financing options will include revenue bonds, contractual obligations, certificates of obligation, tax notes, and lines of credit. The Chief Financial Officer/Director of Finance will be the person responsible for evaluating this financing source and will make a recommendation to the City Council for approval.

F. Interfund Loans

As allowed by the City, the Chief Financial Officer/Director of Finance will review opportunities whereby interfund loans may be utilized to meet short-term financing needs. Interfund loans will only be utilized if economically beneficial to the lending fund and only if the rate of return is comparable or higher than the rate of return the lending fund would otherwise receive by keeping funds in the City's investment pool. Any interfund loan must

be approved by the City Council, excluding any interfund balances created during the annual year-end close process relating to negative cash balances generated from activities from reimbursement grants and inventory balances in the warehouse.

XI. LONG-TERM DEBT

A. General

Proceeds from the sale of long-term obligations will not be used for operating purposes, and the final maturity of the obligations will not exceed the estimated useful life of the asset(s) financed. Voter approved general obligation bonds will strive to have a final maturity of twenty (20) years or less. Revenue bonds and certificates of obligation will strive to have a final maturity of thirty (30) years or less. If deemed appropriate, staff may present to the City Council extraordinary circumstances in which longer final maturities may be necessary but never in excess of the useful life of an individual asset.

A level debt service structure will be used unless operational matters and marketing considerations dictate otherwise.

The cost of issuance of private activity bonds is usually higher than for governmental purpose bonds. Consequently, private activity bonds will be issued only when they will economically benefit the City.

The cost of taxable debt is generally higher than for tax-exempt debt. However, the issuance of taxable debt may be required or may be more appropriate in some circumstances and may allow valuable flexibility in subsequent contracts with users or managers of the improvements constructed with the bond proceeds. Therefore, the City will usually issue tax-exempt obligations but may occasionally issue taxable obligations.

B. Bonds

Long-term general obligation debt, including certificates of obligation, or revenue bonds shall be issued to finance significant and desirable capital improvements. Proceeds of general obligation debt will be used only for the purposes approved by voters in bond elections or set forth in the notices of intent for certificates of obligation or to refund previously issued general obligation bonds, certificates of obligation or revenue bonds. All bonds shall be sold in accordance with applicable law.

C. Certificates of Obligation

Certificates of obligation may be issued to:

- Finance permanent improvements and land acquisitions.
- Finance costs associated with capital project overruns.
- Acquire equipment/vehicles.
- Leverage grant funding.
- Renovate, and improve existing facilities.
- Construct street improvements.
- Provide funding for master plans/studies.
- Address necessary life safety needs.

- Finance new public safety facilities.
- Finance revenue supported projects/assets if determined to be more economical than revenue bonds.

To the extent required by state law, a resolution authorizing publication of notice of intent to issue certificates of obligation shall be presented for the consideration of the City Council. The notice of intent shall be published in a newspaper of general circulation in the City once a week for two consecutive weeks with the first publication to be at least forty-six (46) days prior to the date set for passage of the ordinance authorizing the sale of the certificates. Additionally, the notice of intent shall be posted to the City's website at least forty-five (45) days prior to date set for passage of the ordinance authorizing the sale of the certificates.

Certificates of obligation may be backed by a tax pledge under certain circumstances as permitted by law. They may also be backed by a combination tax and revenue pledge as permitted under state law. Some revenues are restricted as to the uses for which they may be pledged. Electric, Water, and Wastewater revenues may be pledged without limit for Electric, Water, and Wastewater purposes but may only be pledged to a limit of $1,000 for any one series of bonds issued for non-utility system purposes.

The final maturity of certificates of obligation will be in accordance with Section XI (A).

As prescribed in Section 271.047, Local Government Code, the City Council may not authorize certificates of obligation to pay a contractual obligation to be incurred if a bond proposition to authorize the issuance of bonds for the same purpose was submitted to the voters during the preceding three years and failed to be approved. The City Council may authorize a certificate that it is otherwise prohibited from authorizing:

1. In a case of public calamity if it is necessary to act promptly to relieve the necessity of residents or to preserve the property of the City.
2. A case in which it is necessary to preserve or protect the public health of the residents of the City.
3. A case of unforeseen damage to public machinery, equipment or other property.
4. To comply with a state or federal law, rule, or regulation if the City has been officially notified of noncompliance with the law, rule, or regulation.

D. Public Property Finance Contractual Obligations

Public property finance contractual obligations may be issued to finance the acquisition of personal property.

E. Revenue Bonds

In addition to the policies set forth above, when cost-beneficial and when permitted under applicable state law, the City may consider the use of surety bonds, letters of credit, or similar instruments to satisfy debt service reserve fund requirements on outstanding and/or proposed revenue bonds.

F. Combination Tax and Revenue Bonds

In addition to the policies set forth above, when cost-beneficial and when permitted under applicable state law, the City may consider the use of tax bonds or combination tax and revenue bonds for refunding obligations of the Electric, Water and Wastewater combined utility system, and Solid Waste or any other self-supporting revenue-producing City enterprise. Combination tax and revenue bonds will comply with applicable state law and are assigned the full faith and credit of the City, thereby enhancing the credit rating otherwise obtained from debt that is strictly supported by non-tax revenues (i.e., revenue bonds).

G. Capital Appreciation Bonds (CABS)

As prescribed by Section 1201.0245, Government Code, a municipality may not issue capital appreciation bonds that are secured by ad valorem taxes (other than as refunding bonds or for the purpose of financing transportation projects) unless:

1. The bonds have a scheduled maturity date that is not later than 20 years after the date of issuance.
2. The City Council has received a written estimate of the cost of the issuance as prescribed in the statute.
3. The City Council has determined in writing whether any personal or financial relationship exists between the members of the City Council and any financial advisor, bond counsel, bond underwriter or other professional associated with the bond issuance.
4. The City Council posts prominently on the City's website and enters in the minutes the required information as prescribed in the statute.

CABS may not be used to purchase items more regularly considered maintenance items, including replacement HVAC units, upgraded plumbing or similar items, or transportation-related items, including buses, unless the item has an expected useful life that exceeds the CABS maturity date. The total amount of CABS may not exceed 25 percent of the City's total outstanding bonded indebtedness at the time of the issuance, including the amount of principal and interest to be paid on the outstanding bonds until maturity. The City may not extend the maturity date of an issued capital appreciation bond, including through the issuance of refunding bonds that extend the maturity date, except in the event the extension of the maturity date will decrease the total amount of projected principal and interest to maturity.

XII. CREDIT ENHANCEMENTS

Credit enhancements are mechanisms which guarantee principal and interest payments. They include bond insurance, lines of credit, surety bonds and letters of credit. A credit enhancement, while costly, is intended to bring a lower interest rate on debt and a higher rating from the rating agencies, thus lowering overall borrowing costs.

The City's financial advisor will advise the City whether or not a credit enhancement is cost effective under the circumstances and what type of credit enhancement, if any, should be purchased. In a negotiated sale, bids will be taken during the period prior to the pricing of the

debt. In a competitive sale, bond insurance may be provided by the purchaser if the purchaser finds it cost effective.

Other credit enhancements may arise in the future, which may be beneficial. The City's financial advisor will present these options for consideration.

XIII. REFUNDING AND RESTRUCTURING OPTIONS

To the extent permitted by law, the City shall consider advance refunding debt whenever an analysis indicates the potential for present value savings of at least 3% of the par amount being refunded. In the case of current refundings, the City shall consider refunding debt whenever an analysis indicates the potential for present value savings above the costs of refunding the outstanding debt. Refunding for savings should not extend the final maturity of the original obligations, unless specifically approved by the City Council. Refunding of contractual obligations not currently recorded as an outstanding debt obligation of the City (e.g., TMPA debt) may be restructured to extend the final maturity if specifically approved by the City Council.

XIV. REIMBURSEMENT ORDINANCES

The IRS has specific regulations that govern the City's ability to use tax-exempt financing to reimburse expenditures made prior to the date of the financing. Bond proceeds may be allocated to a prior capital expenditure for a period of time after the expenditure is made, but only if a formal declaration by City Council is made. Bond counsel should be included in all reimbursement resolution discussions.

The Chief Financial Officer/Director of Finance will review and approve all reimbursement ordinances from City departments, including enterprise fund departments, before forwarding to the City Council for consideration. Initially, funding for the capital expenditures will be provided with existing bond proceeds or unreserved fund balance. Once the debt is sold, these expenditures will be reimbursed from the debt proceeds. Commercial paper proceeds may also be an interim funding option with City Council approval.

Reimbursement ordinances must be adopted within sixty (60) days of the date the original expenditures were paid. Debt obligations must be issued, and the reimbursement allocation made not later than eighteen (18) months after the later of (1) the date the original expenditures were paid, or (2) the date the project is placed in service or abandoned, but in no event more than three (3) years after the original expenditures were paid.

XV. USE OF ANTICIPATED BOND PROCEEDS

The use of anticipated bond proceeds will be limited to preliminary (soft) costs, which may include engineering fees, architect fees, feasibility studies, etc. unless a reimbursement ordinance has been adopted pursuant to Section XIV. The Chief Financial Officer/Director of Finance may provide additional parameters regarding qualifying uses and will review and approve all requests for the use of anticipated bond proceeds. Departments may not use anticipated bond proceeds for preliminary costs earlier than 60 days from the date the City Council adopts an ordinance authorizing the sale of said bonds unless a reimbursement ordinance has been adopted pursuant to Section XIV. A reimbursement ordinance is not required to expend anticipated bond proceeds for preliminary soft costs (indirect costs related to construction i.e., engineering or design). In no event will the use of anticipated bond proceeds

exceed the unreserved fund equity of the combined Utility System for Electric, Water or Wastewater requests or the operating fund of any other department making a request.

XVI. METHOD OF SALE

A. Competitive Sale

When feasible and economical, obligations shall be issued by competitive rather than negotiated sale. Favorable conditions for a competitive method of sale include the following:

- The market is familiar with the issuer, and the issuer is a stable and regular borrower in the public market.
- An active secondary market with a broad investor base for the issuer's debt.
- The issue is neither too large to be easily absorbed by the market nor too small to attract investors without a concerted sales effort.
- The issue is not viewed by the market as carrying overly complex features or requiring explanation as to the debt's soundness.
- Interest rates are relatively stable, market demand is strong, and the market is able to absorb a reasonable amount of buying or selling at reasonable price changes.

Bidding Parameters

The notice of sale will be carefully constructed so as to ensure the best possible bid for the City, in light of existing market conditions and other prevailing factors. Parameters to be examined may include:

- Limits between lowest and highest coupons.
- Coupon requirements relative to the yield curve.
- Method of underwriter compensation, discount or premium coupons.
- Use of true interest cost (TIC).
- Use of bond insurance.
- Serial debt versus term debt with mandatory sinking fund redemptions.
- Call provisions.

B. Negotiated Sale

Bonds issued for the purpose of refunding and/or restructuring outstanding debt may appropriately be sold on a negotiated basis when maximum flexibility is required in order for the City to respond to day-to-day nuances in the marketplace and other complications peculiar to the issuance of refunding debt. Whenever the option exists to sell an issue on a negotiated basis, an analysis of the options shall be performed to aid in the decision-making process.

The City will present the reasons and will actively participate in the selection of the underwriter or direct purchaser.

In negotiated sales, the City attempts to involve qualified and experienced firms which consistently submit financing plans to the City and actively participate in the City's

competitive sales. The criteria used to select an underwriter in a negotiated sale may include the following:

- Overall experience.
- Participation in the City's past competitive sales.
- Marketing philosophy.
- Capability.
- Previous experience as managing or co-managing underwriter.
- Financial statement and financing plans that are relevant and appropriate.
- MWB (Minority and Women Owned Businesses) status as it relates to the City's goal.
- Public finance team and resources.
- Breakdown of underwriter's discount, which includes management fee, underwriting fee, average takedown and other administrative expenses.

C. Private Placement

When cost-beneficial, the City may privately place its debt. Since underwriting and rating agency expenses may be avoided, it may result in a lower cost of borrowing. Private placement is sometimes an option for small issues that have a term less than 15 years. The opportunity may be identified by the financial advisor.

XVII. INVESTMENT OF BOND PROCEEDS

A. Strategy

The City should actively monitor its investment practices to ensure maximum returns on its invested bond funds while complying with federal arbitrage guidelines and the City's liquidity needs. Specific investment strategies for the investment of bond proceeds are provided in the City's Policy No. 403.06 ("Investment Policy").

B. Arbitrage Compliance

With respect to the investment and expenditure of the proceeds of tax-exempt obligations, the Chief Financial Officer/Director of Finance will:

- Instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities financed with tax-exempt obligations must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the tax-exempt obligations must be entered into within six months of the date of delivery of such obligations ("Issue Date").
- Monitor that at least 85% of the proceeds of tax-exempt obligations to be used for the construction, renovation or acquisition of any facilities are expended within three years of the Issue Date.
- Monitor investment of proceeds of the tax-exempt obligations and restrict the yield of the investments to the yield on the tax-exempt obligations after three years of the Issue Date.

- Monitor all amounts deposited into a sinking fund or funds, (e.g., the Interest and Sinking Fund established under each ordinance authorizing the issuance of the tax-exempt obligations), to assure that the maximum amount invested at a yield higher than the yield on the obligations does not exceed an amount equal to the debt service on the obligations in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the obligations for the immediately preceding 12-month period.
- Assure that the maximum amount of any debt service reserve fund for tax-exempt obligations invested at a yield higher than the yield on the related tax-exempt obligations will not exceed the lesser of (1) 10% of the principal amount of the related tax-exempt obligations, (2) 125% of the average annual debt service on the related tax-exempt obligations measured as of the Issue Date for such obligations, or (3) 100% of the maximum annual debt service on the related tax-exempt obligations as of the Issue Date for such obligations.
- Ensure that no more than 50% of the proceeds of tax-exempt obligations are invested in an investment with a guaranteed yield for four years or more.
- Monitor the actions of the escrow agent (to the extent an escrow is funded with proceeds of tax-exempt obligations) to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances.
- Maintain any official action of the City (such as a reimbursement ordinance) stating its intent to reimburse with the proceeds of tax-exempt obligations any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities financed with the obligations.
- Ensure that the applicable information return (e.g., Internal Revenue Service ("IRS") Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS.
- Assure that, unless excepted from rebate and yield restriction under section 148(f) of the United States Internal Revenue Code of 1986, as amended (the "Code"), excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every five years after the Issue Date and (ii) within 30 days after the date the tax-exempt obligations are retired.

The City will follow a policy of full compliance with all arbitrage rebate requirements of the Code and IRS regulations and will perform (internally or by contract consultants) arbitrage rebate calculations for each issue subject to rebate on an annual basis. All necessary rebates will be filed and paid when due.

C. Arbitrage Liability Management

The Chief Financial Officer/Director of Finance will maintain a system for tracking arbitrage rebate liability and ensuring that required calculations are performed on a timely basis. These calculations will be performed annually and as needed. Due to the complexity of the arbitrage calculations and regulations, and to the severity of the penalties for noncompliance, the advice of bond counsel and qualified experts will be pursued on an

ongoing basis. If deemed necessary, funds should be set aside in anticipation of potential rebate liabilities.

XVIII. RESTRICTIONS ON PRIVATE BUSINESS USE

With respect to the use of the facilities financed or refinanced with the proceeds of tax-exempt obligations the Chief Financial Officer/Director of Finance will:

- Develop procedures or a tracking system to identify all property financed with tax-exempt obligations.
- Monitor the date on which the facilities are substantially complete and available to be used for the purpose intended.
- Monitor whether, at any time the tax-exempt obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities.
- Monitor whether, at any time the tax-exempt obligations are outstanding, any person, other than the City, the employees of the City, the agents of the City or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity).
- Determine whether, at any time the tax-exempt obligations are outstanding, any person, other than the City, has a naming right for the facilities or any other contractual right granting an intangible benefit.
- Determine whether, at any time the tax-exempt obligations are outstanding, the facilities are sold or otherwise disposed of. Prior to any sale of property owned by the City (real or personal), the Chief Financial Officer/Director of Finance must confirm whether such property was financed with tax-exempt obligations, and if so, determine whether the proposed disposition of the property could impact the tax-exempt status of the issue of tax-exempt obligations that financed the acquisition of such property.
- Before entering into any private business use arrangement that involves the use of the facilities financed with tax-exempt obligations, the Chief Financial Officer/Director of Finance must obtain a description of the proposed private business use arrangement and determine whether such arrangement, if put into effect, will be consistent with the restrictions on private business use of the facilities. In connection with the evaluation of any proposed private business use arrangement, the Chief Financial Officer/Director of Finance should consult with bond counsel to discuss whether such arrangement, if put into effect, will be consistent with the restrictions on private business use of the facility, and, if not, whether any remedial action permitted under federal guidelines may be taken as a means of enabling such private business use without adversely affecting the tax-exempt status of the tax-exempt obligations which financed such facilities.
- Take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the ordinances authorizing tax-exempt obligations related to the public use of the facilities financed by such obligations.

The City shall establish an appropriate record keeping system and designate the appropriate City personnel for purposes of compliance with this section, and as stated in Section XIX.

XIX. RECORD RETENTION

All proceeds of debt obligations will be separately accounted for in the City's financial accounting system to facilitate arbitrage tracking and reporting. The Chief Financial Officer/Director of Finance shall include in the ACFR the City's arbitrage rebate liability in accordance with accounting standards established by GASB.

With respect to each issue of tax-exempt obligations issued by the City, the Chief Financial Officer/Director of Finance will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of such issue and the use of the facilities financed or refinanced thereby for a period ending six years after the complete extinguishment of such issue of tax-exempt obligations. If any portion of an issue of tax-exempt obligations is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the six years after the refunding obligations are completely extinguished. Such records may be maintained in paper or electronic format.

XX. TRAINING

The Chief Financial Officer/Director of Finance shall receive appropriate training regarding the City's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed with the proceeds of debt obligations. The foregoing notwithstanding, the Chief Financial Officer/Director of Finance is authorized and instructed to retain such experienced advisors, agents and consultants as may be necessary to carry out the policies and procedures described in Sections XVII, XVIII and XIX.

GLOSSARY

ACFR – Annual Comprehensive Financial Report.

Amortization – The planned reduction of a debt obligation according to a stated maturity or redemption schedule.

Arbitrage – The gain which may be obtained by borrowing funds at a lower (often tax-exempt) rate and investing the proceeds at higher (often taxable) rates. The ability to earn arbitrage by issuing tax-exempt securities has been severely curtailed by the Tax Reform Act of 1986, as amended.

Average Life – The average length of time debt is expected to be outstanding. Generally, a level debt service structure will limit the average life of a bond issue (i.e., a 20-year final maturity will have an approximate average life of 12 years, and a 30-year final maturity will have an approximate average life of 18 years).

Basis Point – One one-hundredth of one percent (0.0001).

BBI – Bond Buyer Index. Comparison of current rates for various maturities.

Bid Form – The document used by an underwriter to submit his bid at a competitive sale.

Bond – A security that represents an obligation to pay a specified amount of money on a specific date in the future, typically with periodic interest payments.

Bond Counsel – An attorney (or firm of attorneys) retained by the issuer to give a legal opinion concerning the validity of the securities. The bond counsel's opinion usually addresses the subject of tax exemption. Bond counsel may prepare, or review and advise the issuer regarding authorizing resolutions or ordinances, trust indentures, Official Statements, validation proceedings and litigation.

Bond Insurance – Bond insurance is a type of credit enhancement whereby a monoline insurance company indemnifies an investor against a default by the issuer to pay principal and interest in-full and on-time. Once assigned, the municipal bond insurance policy generally is irrevocable. The insurance company receives an up-front fee, or premium, when the policy is issued.

Book-Entry-Only – Bonds that are issued in fully-registered form but without certificates of ownership. The ownership interest of each actual purchaser is recorded on computer.

Bond Years – $1,000 of debt outstanding for one year used to compute average life and net interest cost.

CIP – Capital Improvement Program.

Call Option – The right to redeem a bond prior to its stated maturity, either on a given date or continuously. The call option is also referred to as the optional redemption provision.

Callable Commercial Paper – A short term obligation that is issued with an original call date of a business day at least 5 to no more than 120 days of issuance at a maturity date on a business day no more than 270 days from the issuance date. Callable commercial paper can be issued without the need of bank liquidity support.

Capital Appreciation Bond – A bond without current interest coupons that is typically sold at a substantial discount from par. Investors are provided with a return based upon the accretion and compounding of interest on the bond through maturity. As defined by Section 1201.0245, Government Code, means a bond that accrues and compounds interest from its date of delivery, the interest on which by its terms is payable only upon maturity or prior redemption.

Capital Lease – The acquisition of a capital asset over time rather than merely paying a rental fee for temporary use. A lease-purchase agreement, in which provision is made for transfer of ownership of the property for a nominal price at the scheduled termination of the lease, is referred to as a capital lease.

Certificates of Obligation – A type of debt authorized to be issued pursuant to the Certificates of Obligation Act of 1971 (Subchapter C of Chapter 271, Texas Government Code).

Closing – When bonds are exchanged for money (a/k/a delivery or settlement).

Commercial Paper – By convention, short-term, unsecured, tax-exempt, or taxable promissory notes issued in either registered or bearer form with a stated maturity of 270 days or less.

Competitive Sale – A sale of securities in which the securities are awarded to the bidder who offers to purchase the issue at the best price or lowest cost.

Coupon Rate – The interest rate on specific maturities of a bond issue. While the term "coupon" derives from the days when virtually all municipal bonds were in bearer form with coupons attached, the term is still frequently used to refer to the interest rate on different maturities of bonds in registered form.

Cover Bid – The runner-up in a competitive bond sale.

Credit Enhancements – Credit enhancements are mechanisms which guarantee principal and interest payments. They include bond insurance and a line or letter of credit. A credit enhancement, while costly, will usually bring a lower interest rate on debt and a higher rating from the rating agencies, thus lowering overall costs. Cost effectiveness of credit enhancement will be evaluated for each debt issue.

CUSIP Number – The term CUSIP is an acronym for the Committee on Uniform Securities Identification Procedures. An identification number is assigned to each maturity of an issue and is usually printed on the face of each individual certificate of the issue. The CUSIP numbers are intended to help facilitate the identification and clearance of municipal securities. As the municipal market has evolved, and the new derivative products are devised, the importance of the CUSIP system for identification purposes has increased.

Dated Date – A defined date at which interest begins to accrue from.

Debt Burden – The ratio of outstanding tax-supported debt to the market value of property within a jurisdiction. The overall debt burden includes a jurisdiction's proportionate share of overlapping debt as well as the municipality's direct net debt.

Debt Limitation – The maximum amount of debt that is legally permitted by a jurisdiction's charter, constitution, or statutory requirements.

Debt Obligation – As defined by Section 1201.002, Government Code, means an issued public security which is an instrument, including a bond, certificate, note, or other type of obligation authorized to be issued by an issuer under a statute, a municipal home-rule charter, or the constitution of the state.

Debt Coverage Ratio Calculations –

Electric: ((Total Revenue-Cost Participation)-(Personnel Expenses+O&M Expenses+COS Transfers+Supplemental, Baseline Adjustments, Purchase Power+DEC Fuel+Purchase Power Data Center+Transmission of Power)))/(Total Debt Service))

Water: ((Total Revenue-Impact Fees-Cost Participation)-(Personnel Expenses+O&M Expenses+COS Transfers+Supplemental, Baseline Adjustments))/(Total Debt Service))

Wastewater: ((Total Revenue-Impact Fees-Cost Participation)-(Personnel Expenses+O&M Expenses+COS Transfers+Supplemental, Baseline Adjustments))/(Total Debt Service))

Solid Waste: ((Total Revenue)-(Personnel Expenses+O&M Expenses+COS Transfers+Supplemental, Baseline Adjustments))/(Total Debt Service))

**COS-Cost of Service, O&M-Operations and Maintenance, DEC-Denton Energy Center*

Debt Service – The amount necessary to pay principal and interest requirements on outstanding bonds for a given year or series of years.

Debt Service Reserve Fund – The fund into which moneys are placed which may be used to pay debt service if pledged revenues are insufficient to satisfy the debt service requirements. The debt service reserve fund may be entirely funded with bond proceeds, or it may only be partly funded at the time of the issuance and allowed to reach its full funding requirement over time, due to the accumulation of pledged revenues. If the debt service reserve fund is used in whole or part to pay debt service, the issuer usually is required to replenish the funds from the first available funds or revenues. A typical reserve requirement might be the maximum aggregate annual debt service requirement for any year remaining until the bonds reach maturity. The size of the reserve fund, and the manner in which it is invested, may be subject to arbitrage regulations.

Default – The failure to pay principal or interest in full or on time. An actual default should be distinguished from technical default. The latter refers to a failure by an issuer to abide by certain covenants but does not necessarily result in a failure to pay principle or interest when due.

Defeasance – Providing for payment of principal of premium, if any, and interest on debt through the first call date or scheduled principal maturity in accordance with the terms and requirements of the instrument pursuant to which the debt was issued. A legal defeasance usually involves establishing an irrevocable escrow funded with only cash and U.S. government obligations.

Depository Trust Company (DTC) – A limited purpose trust company organized under the New York Banking Law. DTC facilitates the settlement of transactions in municipal securities.

Downgrade – A reduction in credit rating.

Enterprise Activity – A revenue-generating project or business. The project often provides funds necessary to pay debt service on securities issued to finance the facility. The debts of such projects are self-liquidating when the projects earn sufficient monies to cover all debt service and other requirements imposed under the bond contract. Common examples include water and sewer treatment facilities and utility facilities.

Electronic Municipal Market Access (EMMA) – Effective July 1, 2009, the SEC implemented amendments to SEC Rule 15c2-12 which approved the establishment by the MSRB of EMMA, the sole successor to the nationally recognized municipal securities information repositories with respect to filings made in connection with disclosure undertakings. Access to filings are made free of charge to the general public by the MSRB.

Extendable Commercial Paper – A short term obligation with an original maturity of 1 to 120 days, but the issuer has the right to extend the maturity of the debt to a maximum maturity of 270 days from the original offering date. Extendable commercial paper does not require liquidity support.

Final Official Statement (FOS) – A document published by the issuer which generally discloses material information on a new issue of municipal securities including the purposes of the issue, how the securities will be repaid, and the financial, economic, and social characteristics of the issuing government. Investors may use this information to evaluate the credit quality of the securities.

Financial Advisor – A person or firm of people that (i) provides advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues, or (ii) undertakes a solicitation of a municipal entity. Also known as a "municipal advisor".

Flow of Funds – The order in which pledged revenues must be disbursed, as set forth in the trust indenture or bond resolution. In most instances, the pledged revenues are deposited into a general collection account or revenue fund as they are received and subsequently transferred into the other accounts established by the bond resolution or trust indenture. The other accounts provide for payment of the costs of debt service, debt service reserve deposits, operation and maintenance costs, renewal and replacement, and other requirements.

GASB – Government Accounting Standards Board.

GFOA – Government Finance Officers Association.

General Obligation Debt – Debt that is secured by a pledge of the ad valorem taxing power of the issuer. Also known as a full faith and credit obligation.

Good Faith Deposit – A sum of money given by the Underwriter to assure his bid.

Institutional Buyer – Banks, financial institutions, insurance companies, and bond funds.

Issuance Costs – The costs incurred by the bond issuer during the planning and sale of securities. These costs include but are not limited to financial advisory and bond counsel fees, printing and advertising costs, rating agencies fees, and other expenses incurred in the marketing of an issue.

Junior Lien Bonds – Bonds which have a subordinate claim against pledged revenues.

Letter of Credit – Bank credit facility whereby a bank will honor the payment of an issuer's debt, in the event that an issuer is unable to do so, thereby providing an additional source of security for bondholders for a predetermined period of time. A letter of credit often is referred to as an L/C or an LOC. Letter of Credit can be issued on a "stand-by" or "direct pay" basis.

Level Debt Service – When annual payments are substantially the same each year.

Line of Credit – Bank credit facility wherein the bank agrees to lend up to a maximum amount of funds at some date in the future in return for a commitment fee.

Long-Term Debt – Will not exceed the estimated useful life of the asset(s) financed. Voter approved general obligation bonds will strive to have a final maturity of twenty (20) years or less. Revenue bonds and certificates of obligation will strive to have a final maturity of thirty (30) years or less.

Manager – The member (or members) of an underwriting syndicate charged with the primary responsibility for conducting the affairs of the syndicate. The managers take the largest underwriting commitment.

<u>Lead Manager or Senior Manager</u>

The underwriter serving as head of the syndicate. The lead manager generally handles negotiations in a negotiated underwriting of a new issue of municipal securities or directs the process by which a bid is determined for a competitive underwriting. The lead manager also is charged with allocating securities among the members of the syndicate in accordance with the terms of the syndicate agreement or agreement among underwriters.

<u>Joint Manager or Co-Manager</u>

Any member of the management group.

Municipal Advisory Council of Texas (MAC) – The designated State of Texas Information Depository as approved by the SEC with respect to filings made in connection with undertakings.

Municipal Securities Rulemaking Board (MSRB) – A self-regulating organization established on September 5, 1975, upon the appointment of a 15-member Board by the Securities and Exchange Agreement. The MSRB, comprised of representatives from investment banking firms, dealer bank representatives, and public representatives, is entrusted with the responsibility of writing rules of conduct for the municipal securities market. New Board members are selected by the MSRB pursuant to the method set forth in Board rules.

Negotiated Sale – A sale of securities in which the terms of sale are determined through negotiation between the issuer and the purchaser, typically an underwriter, without competitive bidding.

Net Interest Cost – The average interest cost of a bond issue calculated on the basis of simple interest.

Net Revenue – Gross revenue excluding fair market value adjustment, capital contributions and non-administrative transfers less Operating expenses excluding depreciation, ROI and franchise fees.

Official Statement – A Preliminary Official Statement or a Final Official Statement, as applicable.

Paying Agent – An agent of the issuer with responsibility for timely payment of principal and interest to bond holders.

Preliminary Official Statement (POS) – The POS is a preliminary version of the Final Official Statement which is used by an issuer or underwriters to describe the proposed issue of municipal securities prior to the determination of the interest rate(s) and offering prices(s). The preliminary official statement, also called a "red herring", often is examined by potential purchasers prior to making an investment decision.

Present Value – The value of a future amount or stream of revenues or expenditures in current dollars.

Private Business Use – Private business use occurs whenever tax-exempt obligation proceeds are used to benefit any entity other than a state or local government, including non-profit corporations and the federal government. In simple terms, an issue of tax-exempt obligations may lose their tax-exempt status if (i) more than 10% of the proceeds of the obligations are to be used for any private business use and the payment of the principal of, or the interest, on more than 10% of the proceeds of the obligations is secured by or payable from property used for a private business use or (ii) the amount of the proceeds of the obligations used to make loans to borrowers other than state and local governments exceeds the lesser of 5% of the proceeds or $5 million.

Refunding – An advance refunding is a refunding that occurs more than 90 days before the call date of the refunded bonds, and a current refunding is a refunding that occurs 90 days or less before the call date. A refunding is a process of selling a new issue of securities to obtain funds needed to retire existing securities. Debt refunding is done to extend maturity and/or to reduce debt service cost.

Retail Buyer – Individual investors.

Revenue Bond – A bond which is payable from a specific source of revenue and to which the full faith and credit of an issuer with taxing power is not pledged. Revenue bonds are payable from identified sources of revenue, and do not permit the bondholders to compel a jurisdiction to pay debt service from any other source. Pledged revenues often are derived from the operation of an enterprise activity. Generally, no voter approval is required prior to issuance of such obligations.

SEC – Securities and Exchange Commission.

Secondary Market – The market in which bonds are sold after their initial sale in the new issue market.

Senior Lien Bonds – Bonds having a prior or first claim on pledged revenues.

Serial Bonds – A bond issue in which the principal is repaid in periodic installments over the issue's life.

Short-Term Debt – May be issued to finance projects or portions of projects for which the City ultimately intends to issue long-term debt (i.e., it will be used, when appropriate, to provide interim financing which will eventually be refunded with proceeds of long-term obligations). Short-term obligations may be backed with a tax and/or revenue pledge or a pledge of other available resources.

Split ratings – Different rating levels from different rating agencies.

Surety Bond – A bond guaranteeing performance of a contract or obligation.

Term Bonds – Term bonds usually refer to a particularly large maturity of a bond issue that is created by aggregating a series of maturities. A provision is often made for the mandatory redemption of specified amounts of principal during several years prior to the stated maturity, which effectively simulates serial bonds.

True Interest Cost (TIC) – An expression of the average interest cost in present value terms. The true interest cost is a more accurate measurement of the bond issue's effective interest cost and should be used to ascertain the best bid in a competitive sale.

Variable Rate Bond – A bond on which the interest rate is reset periodically, usually no less often than semi-annually. The interest rate is reset either by means of an auction or through an index.

Upgrade – An increase in credit rating.

REFERENCES

- None

REVISION HISTORY

Revision Date	Policy Owner	Summary
12/03/2024	R. Klingele	• Administrative maintenance.

		• Annual Submission of Conflict of Interest Forms • Removal of Controller from Investment Committee
12/12/2023	R. Klingele	• Administrative maintenance
12/13/2022	R. Klingele	• Administrative maintenance • Add language to allow line of credit to be refinanced with long-term debt • Update language to define facilities for CO issuances • Add language to illustrate preliminary soft costs can be expended without a RO
11/16/2021	R. Klingele	• Administrative maintenance • Increase debt service coverage ratio from 1.25 to 1.50 • Add language to allow long-term debt for current operations
01/05/2021	R. Klingele	• Administrative maintenance • Add Commercial Paper as a type of debt its use as short-term financing and potential use as anticipated bond proceeds • Add language to RO illustrating IRS' regulation of using tax-exempt financing to reimburse expenditures made prior to the date of financing
03/17/2020	A. Puente	• Short-term debt update to include using proceed of refunding bonds or notes, LCs, direct note purchase agreements and commercial paper programs • Long-term debt update to number of days prior to the set date for passage of ordinance authorizing sale of COs

File #: ID 24-2201, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton amending Policy Number 403.06 “Investment Policy” to make administrative maintenance revisions based on annual review of the policy; and providing an effective date. The Investment Committee recommends approval (4-0).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Cassey Ogden**

DATE: **December 03, 2024**

SUBJECT

Consider approval of a resolution of the City of Denton amending Policy Number 403.06 "Investment Policy" to make administrative maintenance revisions based on annual review of the policy; and providing an effective date. The Investment Committee recommends approval (4-0).

BACKGROUND

The City of Denton has a formal Investment Policy to guide decision making in managing and investing public funds. The City's Policy is modeled after, and in compliance with, the provisions of the Public Funds Investment Act (PFIA) of Texas, Government Code Chapter 2256. In accordance with the Code, and in order of importance, are the following prioritized objectives for managing the City's portfolio's fixed income investments: safety of principal, liquidity, and yield. Since it is the City's practice to hold securities until they mature, temporary market value gains and losses are unlikely to be realized. The general investment strategy, while considering the current interest rate environment, is to match maturities to cash flow needs.

City Council is required by the PFIA to review and approve the Investment Policy at least annually.

Hilltop Securities, the City's Investment Advisor, provided the City with a letter of compliance (Exhibit 3), after reviewing and discussing the red lined policy.

The following revisions are being proposed:

1) Administrative Maintenance
   a) Remove Controller from Investment Committee
   b) Update quorum requirement to three members
   c) Add language to solidify annual completion of Conflict of Interest form

2) X Selection of Banks, Broker/Dealers and Investment Advisors
   a) B Investment Broker/Dealers
      i) Revise language to clarify broker/dealer's ability to perform
      ii) Remove language that is considered normal investment activity, "sustained realized losses"

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

On November 4, 2024, City's Investment Committee approved that the resolution and revised Investment Policy be forwarded to City Council for approval.

EXHIBITS

1. Agenda Information Sheet
2. FY 2023-24 Red Lined Investment Policy
3. Hilltop Securities Compliance Letter
4. Resolution

Respectfully submitted:
Randee Klingele
Treasury Manager

CITY OF DENTON

Policy Number and Title:	403.06 Investment Policy
Policy Section and Chapter:	Finance – Cash Management
Policy Type:	Policy with Admin. Procedures
Last Revision Date:	12/~~12~~03/202~~3~~4

POLICY STATEMENT

It is the objective of the City of Denton to invest public funds in a manner which will provide maximum security and the best commensurate yield while meeting the daily cash flow demands of the City and conforming to all federal, state, and local statutes, rules, and regulations governing the investment of public funds. This Investment Policy (this "Policy") serves to satisfy the statutory requirements of defining and adopting a formal investment policy. This Policy and investment strategies shall be reviewed annually by City Council who will formally approve any modifications. This Policy, as approved, is in compliance with the provisions of the Public Funds Investment Act of Tex. Gov't. Code Chapter 2256.

ADMINISTRATIVE PROCEDURES

I. SCOPE

A. This Policy applies to the investment activities of the City of Denton, Texas. The specific funds cited hereafter in Section II(D), shall be excluded from this Policy. All financial assets of all funds, including the General Fund and any other accounts of the City not specifically excluded in these policy guidelines are included. These funds are accounted for in the City's Annual Comprehensive Financial Report (ACFR). These funds, as well as others that may be created from time-to-time, shall be administered in accordance with the provisions of this Policy. All funds will be pooled for investment purposes except for those listed under Section II(C).

   In addition to this Policy, the investment of bond proceeds and other bond funds (including debt service and reserve funds) shall be governed and controlled by their governing ordinance and by the provisions of the Tax Reform Act of 1986, including all regulations and rulings promulgated there under applicable to the issuance of tax-exempt obligations.

B. Funds covered by this Policy and managed as a pooled fund group:

   1. General Fund - used to account for resources traditionally associated with government, which are not required to be accounted for in another fund.

   2. Special Revenue Funds – used to account for the proceeds from specific revenue sources which are restricted or committed to expenditures for specific purposes other than debt service or capital projects.

   3. Debt Service Fund used to account for resources to be used for the payment of principal, interest, and related costs on general obligation debt.

4. Capital Project Funds – used to account for resources to enable the acquisition or construction of major capital facilities which are not financed by enterprise funds, internal service funds, or trust funds.

5. Enterprise Funds – used to account for operations that are financed and operated in a manner similar to private business enterprises.

6. Internal Service Funds – used to account for the cost of providing goods or services between City departments.

7. Trust and Agency Funds – used to account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, other governments, and/or other funds.

8. Bond Reserve Funds – funds set at prescribed levels by certain bond ordinances to pay principal and/or interest if required to prevent default.

9. New funds available for investment by the City, such as (but not limited to) resources associated with Public Improvement Districts or Tax Increment Financing zones, unless specifically excluded herein.

C. Funds covered by this Policy and managed as separately invested assets:

1. Bond Funds – funds established with the proceeds from specific bond issues when it is determined that segregating these funds from the pooled funds' portfolio will result in maximum interest earning retention under the provisions of the Tax Reform Act of 1986.

2. Endowment Funds – funds given to the City with the instructions that the principal is to remain intact, unless otherwise agreed to, and the income generated by the investments will be used for specified purposes.

3. Trust, Escrowed Funds & Security Deposits – funds held outside the City by a trust, escrow agent, or other entity but belonging to the City.

D. This Policy shall not govern funds, which are managed under separate investment programs in accordance with the Tex. Gov't. Code Sec. 2256.004. Such programs currently include all funds related to employee retirement programs, other funds established by the City for deferred employee compensation, and certain private donations. The City shall and will maintain responsibility for these funds to the extent required by federal and state law, the City Charter, and donor stipulations. This Policy also does not apply to monies held in escrow to retire bonds which are subject to defeasance requirements stated under their respective bond ordinances.

II. INVESTMETN OBJECTIVES AND STRATEGIES

It is the policy of the City that, giving due regard to the safety and risk of investments, all available funds shall be invested in conformance with state and federal regulations, applicable bond ordinance requirements, this Policy and investment strategies.

In accordance with the Public Funds Investment Act, the following prioritized objectives (in order of importance) in accordance with the Tex. Gov't. Code Sec. 2256.005(d) apply for each of the City's investment strategies.

A. *Suitability* – Understanding the suitability of the investment to the financial requirements of the City is important. Any investment eligible in this Policy is suitable for all City funds.

B. *Safety* – Preservation and safety of principal are the primary objectives of this Policy. All investments will be in high quality securities with no perceived default risk.

C. *Liquidity* – The City's investment portfolio will remain sufficiently liquid to meet operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. Short-term investment pools and money market mutual funds provide daily liquidity and may be utilized as a competitive investment alternative to fixed income instruments.

D. *Marketability* – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security type of less than a quarter of a percentage point shall define an efficient secondary market.

E. *Diversification* – Investments will be made with the goal of building a portfolio with a variety of issuers, security types, and maturities to reduce overconcentration and mitigate risk. Exceptions are made for cash, government pools and U.S. Government issues.

F. *Bond Laddering* – The City will estimate future cash inflows and outflows to make informed investment decisions to achieve ample liquidity to fund expenses. Maturity dates will be staggered to support, at minimum, a two-year forward look of the City's estimated liabilities.

G. *Yield* – Attaining a competitive market yield, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio, is the desired objective. The City's goal when investing is to meet or exceed the market yield, at the time of purchase, on U.S. Treasury obligations with comparable maturities.

City staff will follow the "Prudent Person" statement relating to the standard of care that must be exercised when investing public funds as expressed in the Tex. Gov't. Code Sec. 2256.006(a-b). The Investment Officers shall avoid any transactions that might impair public confidence in the City's ability to govern effectively. The governing body recognizes that in adequately diversifying the maturity structure within the portfolio to meet the City's expenditure needs, occasional measured unrealized losses due to market volatility and rising interest rates are inevitable and must be considered within the context of the overall portfolio's investment return. The prudence of the investment decisions shall be measured in accordance with the tests set forth in the Tex. Gov't. Code Sec. 2256.006(b).

III. INVESTMENT STRATEGY FOR SPECIFIC FUND GROUPS

In order to better diversify, maximize interest earnings and otherwise meet stated objectives, fund groups may be combined into one or more internal investment pools. Although fund monies may be combined into a single asset portfolio, proportional fund ownership will be accounted for separately. The City maintains separate portfolios for some individual funds or groups of funds (as listed under Section II) that are managed in accordance with the terms of this Policy and by The corresponding investment strategies listed below.

A. *Investment Pool Strategy* – The City's investment pool is an aggregation of the majority of City funds which includes tax receipts, enterprise fund revenues, fine and fee revenues, as well as some, but not necessarily all, bond proceeds, grants, gifts and endowments. This portfolio is maintained to meet anticipated daily cash needs for the City's operations, capital projects and debt service. In order to ensure the ability of the City to meet obligations and to minimize potential liquidation losses, the dollar-weighted average stated maturity of the investment pool shall not exceed 2 years or 730 days. The objectives of this portfolio are to:

1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.
2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
3. Limit market and credit risk through diversification.
4. Maximize portfolio yield commensurate with the objectives and restrictions set forth in this Policy by actively deploying~~employing~~ cash into interest-earning investments and managing the portfolio with the intent to meet or exceed the Constant maturity Treasury (CMT) index, with the most comparable maturity as found in the Federal Reserve Statistical Release H.15.

B. *Bond Funds Strategy* - Occasionally, separate non-pooled portfolios are established with the proceeds from bond sales in order to maximize earnings within the constraints of arbitrage regulations. The objectives of the portfolios are to:

1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.
2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
3. Limit market and credit risk through diversification.
4. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and the bond ordinance by actively managing the portfolio to meet or exceed the bond yield.

C. *Endowment Fund Strategy* - Funds received as gifts to the City with instructions that the income generated by the investment of said funds be used for specified purposes are invested as separate non-pooled portfolios in order to maximize return. The objectives of the portfolios are to:

1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.

2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.

3. Limit market and credit risk through diversification.

4. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy.

D. *Trust, Escrowed Funds & Security Deposit Strategy* - Funds that are held outside the City by a trust, escrow agent, or as a security deposit, but belonging to the City are governed by their respective trust, escrow, or security deposit agreement and are subject to the provisions of this Policy. The objectives of the portfolios are to:

1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.

2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.

3. Limit market and credit risk through diversification.

4. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and the trust, escrow, or security deposit agreement.

IV. INVESTMENT COMMITTEE

Members – The Investment Committee will consist of the City Manager, or designee, Finance Assistant City Manager, Chief Financial Officer/Director of Finance, Assistant Directors of Finance, ~~Controller~~ and Treasury Manager. The investment advisor and City Internal Auditor will serve as non-voting members of the Investment Committee. When needed, the City Attorney will act as a legal advisor to the Investment Committee.

Scope – The Investment Committee shall meet at least quarterly to determine general strategies, investment guidelines, and to monitor results. Included in its deliberations will be such topics as: economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized broker/dealers (if applicable) and depository institutions, as well as the target rate of return on the investment portfolio.

Procedures - The Treasury Manager shall provide meeting summations to all members. Any two members of the Investment Committee may request a special meeting, and ~~four~~three members shall constitute a quorum. A quorum may be achieved by a member designating a substitute participant to serve in his or her absence. That substitute participant will not be granted voting rights. The Investment Committee shall establish its own rules of procedures.

V. RESPONSIBILITY AND STANDARD OF CARE

A. *Delegation & Training* – The management responsibility for the investment program is delegated to the Chief Financial Officer/Director of Finance. The primary individual who shall be involved in investment activities will be designated by the Chief Financial Officer/Director of Finance. The designee may delegate the day-to-day activities to a responsible individual(s) who has received the appropriate training

required by state statute. The Chief Financial Officer/Director of Finance and department designees will use this Policy as the primary guideline for the City's investment program, procedures, and internal control issues. The Chief Financial Officer/Director of Finance, Assistant Directors of Finance, Controller, and the Treasury Manager are designated as the Investment Officers, pursuant to Tex. Gov't. Code Sec. 2256.005(f). Accordingly, the Investment Officers and persons authorized to execute investment transactions shall attend at least one training session relating to their responsibilities under the Public Funds Investment Act within 12 months after assuming duties and receive no less than 10 hours of instruction relating to investment functions. Thereafter, eight hours of investment training is required in every two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. The training must include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act. The investment training session shall be provided by an independent source approved by the Investment Committee. For purposes of this Policy, an "independent source" for investment training shall include the City's current investment advisor, a professional organization, an institute of higher learning or any other sponsor other than a business organization with whom the City may engage in an investment transaction. Thus, these independent sources will be training sessions sponsored, accredited, or endorsed by the Government Treasurers Organization of Texas (GTOT), Center for Public Management at the University of North Texas (UNT), Government Finance Officers Association of Texas (GFOAT), Texas Municipal League (TML), North Central Texas Council of Governments (NCTCOG), Association of Public Treasurers United States & Canada (APT US & C), and Government Finance Officers' Association (GFOA).

No persons may engage in investment transactions except as provided under the terms of this Policy. The Chief Financial Officer/Director of Finance shall require an annual compliance review by an external auditor that will consist of an audit of management controls on investments, adherence to the City's Investment Policy and a review of the quarterly investment reports. The reviews will provide internal control by assuring compliance with policies and procedures. The City Manager or designee, Deputy City Manager or designee, Chief Financial Officer/Director of Finance, Finance Assistant City Manager, Assistant Directors of Finance, Treasury Manager, Controller, Mayor, City Council, and other Finance Department employees shall be personally indemnified in the event of investment loss provided this Policy has been followed.

B. *Conflicts of Interest* – All participants in the investment process shall seek to act responsibly as custodians of public assets. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Committee members shall be required to complete an annual ethics statement noting any known conflicts of interest as outlined in Section VI(C) below.

C. *Disclosure* – Anyone involved in investing City funds shall file with the Investment Committee a statement disclosing any personal business relationship with a business organization offering to engage in investment transactions with the City or is related within the second degree by affinity or consanguinity, as determined under the Tex.

Gov't. Code Ch. 573, to an individual seeking to transact investment business with the City. A disclosure statement must also be filed with the Texas Ethics Commission and the City Council. An Investment Officer or other employee has a personal business relationship with a business organization if any one of the following three conditions is met:

1. The Investment Officer or employee owns 10% or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization.

2. Funds received by the Investment Officer or employee from the business organization exceed 10% of the Investment Officer or employee's gross income for the prior year.

3. The Investment Officer or employee has acquired from the business organization during the prior year investments with a book value of $2,500 or more for their personal account.

D. *Prudence* – The standard of prudence to be used by the investment officials shall be the "Prudent Person Rule", as set forth in Tex. Gov't. Code Sec. 2256.006 and will be applied in the context of managing an overall portfolio: "Investments shall be made with judgment and care under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

Investment officials acting in accordance with this Policy and exercising due diligence shall be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and whether the investment decision was consistent with this Policy.

E. *Reporting*

Quarterly – Not less than quarterly, the Chief Financial Officer/Director of Finance shall submit to the City Manager, Mayor and City Council a written report of the City's investment transactions within one hundred twenty (120) days of the preceding reporting period. The report shall: 1) describe in detail the investment position of the City as of the end of the reporting period, 2) be reviewed ~~prepared~~ jointly by all Investment Officers, 3) be signed by each Investment Officer, 4) contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group including a) beginning market value for the reporting period; b) additions and changes to the market value during the period; c) ending market value for the period; and d) fully accrued interest for the reporting period, 5) state the book value and market value of each separately invested asset at the end of the reporting period by type of asset and fund type invested, 6) state the maturity date of each separately invested asset that has a maturity date, 7) state the account or fund or pooled

fund group for which each individual investment was acquired, and 8) state the compliance of the investment portfolio as it relates to the investment strategy expressed in this Policy and with relevant provisions of the Tex. Gov't. Code Ch. 2256.

Annually - The City Council shall review and approve the Investment Policy and investment strategies at least annually and be documented by rule, order, ordinance, or resolution which shall include any changes made.

Compliance Audit – The City's external independent auditor will conduct an annual review of the quarterly reports in conjunction with the annual financial audit. The results of the audit will be reported to City Council. The audit will also review compliance with management controls on investments and adherence to this Policy.

F. As recommended by the Texas State Library and Archives Commission, the guidelines of retaining records for five years from the applicable fiscal year end should be followed for investment funds other than bond proceeds. Since the City manages the majority of its investments, including bond funds, using an internal pool consisting of combined fund groups, records shall be retained in accordance with the Administrative Policy No. 403.07 "Debt Service Management." The Chief Financial Officer/Director of Finance shall oversee the filing and/or storing of investment records.

G. Market prices for all public fund investments will be obtained and monitored through the use of an independent on-line data pricing service.

VI. SUITABLE AND AUTHORIZED INVESTMENT SECURITIES

A. *Portfolio Management* – The City intends to pursue active cash management and buy-and-hold investment management philosophy, whereby securities are expected to be held until maturity. Securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. (Refer to Section VIII of this Policy.) In addition, the Investment Officers may at times restrict or prohibit the purchase of specific types of investments or issuers due to current market conditions.

The City shall take all prudent measures consistent with this Policy to liquidate an investment that no longer meets the required minimum rating standards, as per the Tex. Gov't. Code Sec. 2256.021. However, if it is determined by the Investment Committee that the City would benefit from holding the downgraded securities to maturity to recapture its initial investment then the Investment Officers may act accordingly. The City is not required to liquidate investments that were authorized investments at the time of purchase. (Tex. Gov't. Code Sec. 2256.017)

B. *Authorized Investments & Maximum Maturities* – City funds governed by this Policy may be invested in the instruments described below, all of which are authorized by the Public Funds Investment Act.

1. Direct obligations of the United States of America, its agencies and instrumentalities and maturing in less than five years.

2. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United

States of America, or any obligation fully guaranteed or insured by the Federal Deposit Insurance Corporation and maturing in less than five years.

3. Direct obligations of the State of Texas or its agencies thereof, counties, cities and other political subdivisions rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent and maturing in less than three years.

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas, rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent and maturing in less than three years.

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent.

6. Fully insured or collateralized certificates of deposit/share certificates issued by state and national banks or savings bank, or a state or federal credit union (having its main or branch office in Texas) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor. Any uninsured portion of collateralized certificates of deposit must be secured by obligations in accordance with Section XII herein. Certificates of deposits/share certificates fully insured by the Federal Deposit Insurance Corporation or National Credit Union Share Insurance Fund (including successor organizations) do not require prior approval by the Investment Committee. Both insured and collateralized instruments, including those backed by a standby letter of credit, must mature in less than three years.

   In addition to the City's authority to invest funds in certificates of deposit and share certificates stated above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Tex. Govt. Code Sec. 2256.010(b): (1) the funds are invested by the City through a clearing broker registered with the Securities and Exchange Commission (SEC) and operating pursuant to SEC rule 15c3-3 (17 C.F.R. Section 240.15c3-3) with its main office or branch office in Texas and selected from a list adopted by the Investment Committee as required by Section 2256.025; or a selected depository institution that has its main office or a branch office in this state; (2) the selected broker or depository institution arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located for the account of the City; (3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; (4) the selected broker or depository institution acts as custodian for the City with respect to the certificates of deposit issued for the account of the City.

7. Interest bearing bank savings deposits issued by state and national banks or savings bank or a state or federal credit union (having a main or branch office in

Texas) that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund (or successor organizations). Included also are collateralized interest-bearing savings deposits that have secured the uninsured portion of deposits with obligations in accordance with Section XII herein. Offering banks of both insured and collateralized savings accounts, including those backed by a standby letter of credit, require prior approval by the Investment Committee.

In addition to the City's authority to invest funds in savings deposits as described above, an investment in savings accounts in accordance with the following conditions is an authorized investment under Tex. Govt. Code Sec. 2256.009(a): (1) the funds are invested by the City through a clearing broker registered with the Securities and Exchange Commission (SEC) and operating pursuant to SEC rule 15c3-3 (17 C.F.R. Section 240.15c3-3) with its main office or branch office in Texas and selected from a list adopted by the Investment Committee as required by Section 2256.025; or a selected depository institution that has its main office or a branch office in this state; (2) the selected broker or depository institution arranges for the savings deposits in one or more federally insured depository institutions, wherever located for the account of the City; (3) the full amount of the principal and accrued interest of each of the savings accounts is insured by the United States or an instrumentality of the United States; (4) the selected broker or depository institution acts as custodian for the City with respect to the savings deposits issued for the account of the City.

8. Fully collateralized repurchase agreements provided the City has on file a signed Master Repurchase Agreement, approved by the City Attorney, which details eligible collateral, collateralizations ratios, standards for collateral custody and control, collateral valuation, and conditions for agreement termination. The repurchase agreement must have a defined termination date and be secured by obligations in accordance with Section XII of this Policy. It is required that the securities purchased by the City be assigned to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in this State and the termination date must be 30 days or less. An exception to the 30 days or less termination date may be made with respect to bond proceeds. The City may specifically authorize in the bond ordinance investments in repurchase agreements, such as a flexible repurchase agreement, with maturities in excess of 30 days subject to any required approvals from bond insurers.

9. Commercial paper that has a stated maturity of 270 days or less from the date of issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized rating agencies. This section is intended to include commercial paper obligations of states, agencies, counties, cities, and other political subdivisions of any state and rated, as to investment quality, by a nationally recognized investment rating firm not less than A-1 or P-1 or its equivalent.

10. Public (local) fund investment pools with a dollar weighted average maturity of 60 days or less. The pool must be approved through resolution by the City Council to provide services to the City and be continuously rated no lower than Aaa or AAAm or at an equivalent rating by at least one nationally recognized rating service. A public funds investment pool created to function as a money market mutual fund must mark to market daily and stabilize at a $1 net asset value. The City may not invest an amount that exceeds 10 percent of the total assets of any one local government investment pool.

    To be eligible to receive funds from and invest funds on behalf of the City, an investment pool must furnish to the Investment Officer or other authorized representative an offering circular or other similar disclosure instrument that contains information required by the Tex. Gov't. Code Sec. 2256.016. Investments will be made in a local government investment pool only after a thorough investigation of the pool and approval by the Investment Committee which shall at least annually review, revise, and adopt the local government investment pool(s).

11. A Securities and Exchange Commission (SEC) registered and regulated, no load U.S. government money market mutual fund that complies with SEC Rule 2a7 and which has a dollar weighted average stated maturity of 60 days or less and whose investment objectives includes the maintenance of a stable net asset value of $1 for each share. A rating will not be required of money market mutual funds that invest exclusively in U.S. government securities or a combination of U.S. government securities and repurchase agreements backed by U.S. government securities. The City must be provided with a prospectus and other information required by the SEC Act of 1934 or the Investment Company Act of 1940. This may be supplied either through website access or in hard copy form. The City may not invest an amount that exceeds 10 percent of the total assets of any one fund. Investments will be made in a money market mutual fund only after a thorough investigation of the fund and approval by the Investment Committee which shall, at least annually, review, revise and adopt the money market mutual fund(s).

C. *Denton Municipal Electric (DME) Authorized Investments* – DME engages in the distribution and sale of electric energy to the public and, in accordance with Tex. Gov't Code Sec. 2256.0201, may enter into a hedging contract and related security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. "Hedging" is defined by the buying and selling of futures, options or similar contracts and related transportation costs of the aforementioned commodities as a protection against adverse price movements. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission.

A payment received under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and, thus, DME may credit any amounts received against fuel expenses.

The City Council may set and review policies regarding hedging transactions, as per Tex. Gov't. Code Sec. 2256.0201(c).

D. *Prohibited Investments* – The City's authorized investment options are more restrictive than those allowed by state law. Furthermore, this Policy specifically prohibits investment in the securities listed below:

1. Obligations, whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

3. All collateralized mortgage obligations.

4. Reverse repurchase agreements.

E. *Diversification* – It is the policy of the City to diversify its investments within the portfolio. Diversification will be achieved by building a portfolio with a variety of issuers, security types, and maturities to reduce overconcentration and mitigate risk. The diversification will protect interest income from the volatility of interest rates and the avoidance of undue concentration of assets in a specific maturity sector; therefore, portfolio maturities shall be staggered. Exceptions are made for cash, government pools and U.S. Government issues. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Risk of market price volatility shall be controlled through maturity diversification and by controlling unacceptable maturity extensions and a mismatch of liabilities and assets. The maturity extension will be controlled by limiting the weighted average maturity of the internal investment pool portfolio to 730 days or less. All long-term maturities will be intended to cover long-term liabilities. In addition, at least 5 percent of the funds in the investment pool portfolio will be liquid at all times. Investment pool liquidity, which consists of immediately available funds, is defined as shares in a local government investment pool and money market mutual fund, as well as bank demand and savings deposit balances. Although there is no maximum defined portfolio liquidity position, it is the intent of this Policy to seek out higher yielding alternative investments in accordance with the prioritized objectives of preservation and safety of principal, meeting liquidity needs, and yield enhancement as stated throughout the Public Funds Investment Act.

2. The Investment Committee shall establish strategies and guidelines for the percentage of the total portfolio that may be invested in U.S. Treasury securities, federal agencies/instrumentalities, repurchase agreements, insured/collateralized certificates of deposit and other securities or obligations. The Investment Committee shall conduct a quarterly review of these guidelines and shall evaluate the probability of market and default risk in various investment sectors as part of its considerations.

3. Risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types according to the following limitations based on book values at the time of purchase:

Investment Type	***% of Portfolio***
• U.S. Government Treasury Notes/Bills & Obligations	100%
• U.S. Government Agencies & Instrumentalities	100%
• State Obligations, Agencies & Local Gov't.	15%
• Local Government Investment Pools (Gov't Securities)	50%
• Local Government Investment Pools (Prime Securities)	15%
• Repurchase Agreements	20%
• Certificates of Deposit (insured/collateralized/SLOC*)	35%
• Savings Deposits (insured/collateralized/SLOC*)	15%
• U.S. Government Money Market Mutual Funds	50%
• Callable U.S. Agencies/Instrumentalities	20%
• Commercial Paper	20%

By Institution:

Repurchase Agreements	No more than 15%
Collateralized Certificates of Deposit	No more than 15%
SLOC* Backed Certificates of Deposit	No more than 15%
Commercial Paper	No more than 5%
All Other (except U.S. Treasuries)	No more than 35%

*Standby Letter of Credit

4. Purchases of securities with stated maturities greater than the maximum authorized under Section VII(B) require prior City Council approval.

VII. SALE OF SECURITIES

The City's intended policy is to hold all securities to maturity. However, securities may be sold prior to maturity to minimize the potential loss of principal on a security whose credit quality has declined, to swap into another security which would improve the quality, yield, or target duration of the portfolio, to meet unanticipated liquidity needs, or to capture gains. A horizon analysis is required for each swap proving benefit to the City before the trade decision is made and will be held in the file for record keeping.

VIII. COMPETITIVE BIDDING

It is the policy of the City to require competitive bidding for all individual security purchases and sales, as well as for certificates of deposit. Exceptions include:

A. Transactions with money market mutual funds and local government investment pools which are deemed to be made at prevailing market rates.

B. Treasury and agency securities purchased as new issues through an approved broker/dealer, financial institution, or investment advisor.

C. Automatic overnight "sweep" transactions with the City's depository bank.

D. Interest bearing savings deposits deemed to be made at prevailing market rates.

At least three bids or offers must be solicited for all other transactions involving individual securities. The City's investment advisor is also required to solicit at least three bids or offers when transacting trades on the City's behalf. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security. In the case of a certificate of deposit purchase, at least two other offers should be solicited to provide a comparison. When few, if any, banks wish to participate then staff may use another authorized investment of similar maturity for evaluation purposes. The quotes may be accepted orally, in writing, electronically, or any combination of these methods. The Investment Committee may approve exceptions on a case-by-case basis or on a general basis in the form of guidelines. These guidelines shall take into consideration the investment type, maturity date, amount, and potential disruptiveness to the City's investment program.

IX. ARBITRAGE

The Tax Reform Act of 1986 provided limitations restricting the City's investment of tax-exempt bond proceeds. Revised arbitrage rebate provisions require that the City compute earnings on investment from each issue of bonds on an annual basis to determine if a rebate is required. To determine the City's arbitrage position, the City is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the City. The rebate provision states that periodically (not less than once every five years, and not later than sixty days after maturity of the bonds), the City is required to pay the U.S. Treasury a rebate of excess earnings based on the City's positive arbitrage position. The Tax Reform restrictions require precision in the monitoring and recording facets of investments, as a whole, and particularly as they relate to yields and computations so as to ensure compliance. Failure to comply may dictate that the bonds become taxable, retroactively from the date of issuance.

The City's investment position, relative to the revised arbitrage restrictions, is the continued pursuit of maximizing yield on applicable investments while ensuring the safety of capital and liquidity. It is fiscally prudent to continue the maximization of yield and rebate excess earnings, if necessary.

X. SELECTION OF BANKS, BROKER/DEALERS AND INVESTMENT ADVISORS

A. *Depository* – City Council shall, by ordinance, "select and designate one or more banking institutions as the depository for the monies and funds of the City" in accordance with the requirement of Tex. Loc. Gov't. Code Ch. 105. At least every five years a depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by a competitive process and evaluated on the following criteria:

1. Qualified as a depository for public funds in accordance with state and local laws.
2. Provided requested information or financial statements for the periods specified.
3. Complied with all requirements in the banking RFP.
4. Completed responses to all required items on the proposal form.
5. Offered lowest net banking service cost, consistent with the ability to provide an appropriate level of service.
6. Met credit worthiness and financial standards.

B. *Investment Broker/Dealers* – If the City has not retained an investment advisor, then the Investment Committee shall be responsible for adopting the list of qualified brokers/dealers and financial institutions authorized to engage in investment transactions with the City. Authorized firms may include primary dealers or regional broker/dealers that qualify under SEC Rule 15C3-1 (uniform net capital rule) and qualified depositories as established by the Tex. Loc. Gov't. Code Ch. 105. The Investment Committee shall base its evaluation of security broker/dealers and financial institutions upon:

1. Financial condition and displayed ability to fulfill commitments. ~~, strength, and capability to fulfill commitments.~~
2. Overall reputation with other broker/dealers or investors.
3. Regulatory status of the broker/dealer.
4. Background and expertise of the individual representatives.
5. Ability to provide additional advisory services.

The Investment Committee must annually review, revise, and adopt the list of qualified broker/dealers authorized to engage in investment transactions with the City. Investment Officers, or their authorized representatives, shall not conduct business with any firm ~~with whom public entities have sustained realized losses on investments or~~ whose name the Investment Committee has removed from an approved list. If the City has retained an investment advisor, the Investment Committee shall annually adopt the investment advisor's broker/dealer list.

C. *Investment Advisor* – The City may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to assist in the review of the investment policy,

cash flow requirements, the formulation of investment strategies, the execution of security purchases, sales and deliveries, as well as attend quarterly investment meetings, provide periodic security valuations, market updates, and to generally service the investment needs of the City. The investment advisor will also be responsible for performing broker/dealer financial due diligence on the City's behalf and provide a list of its authorized broker/dealers on an annual basis. The City, however, retains ultimate responsibility as fiduciary of its assets. The investment advisory contract may not be for a term longer than two years and its renewal or extension must be approved by the City Council by ordinance or resolution as required by the Tex. Gov't. Code Sec. 2256.003(b).

D. *Compliance* – A qualified representative from any firm offering to engage in investment transactions with the City is required to sign a written instrument upon receiving and reviewing a copy of this Policy. Investments shall only be made with those business organizations (including local government investment pools and investment advisory firms) which have provided the City with this written instrument executed by a qualified representative of the firm, acknowledging that the business organization has:

1. Received and reviewed this Policy.
2. Implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by this Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

It will be at the Treasury Manager's discretion to accept any additional caveats to the above stated required acknowledgements. The written compliance document must, at a minimum, conform to Tex. Gov't. Code Sec. 2256(k) as amended.

XI. COLLATERALIZATION, SAFEKEEPING AND CUSTODY

A. *Collateralization* - The City requires that all uninsured collected balances plus accrued interest, if any, in depository accounts be secured in accordance with the requirements of state law. Financial institutions serving as City depositories will be required to sign a depository agreement with the City which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, rights of substitution and conditions for agreement termination. This requirement is applicable to both demand and savings deposits.

The City requires that all securities purchased under the terms of a repurchase agreement be assigned to the City in accordance with state law. Dealers and financial institutions wishing to transact repurchase agreements with the City will be required to sign a Master Repurchase Agreement which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, rights of substitution, and conditions for agreement termination.

The City requires that all uninsured certificates of deposit plus accrued interest held with a depository be secured in accordance with the requirements of state law. Financial institutions will be required to sign a written depository and security agreement which stipulates eligible collateral, collateralization ratios, standards for

collateral custody and control, collateral valuation, rights of substitution, and conditions for agreement termination.

Collateral will always be held by an independent third party with which the City has a current custodial agreement and shall be reviewed at least monthly to ensure that the market value of the pledged securities is adequate. All deposits and investments of City funds (other than direct security purchases, money market mutual funds and local government investment pools) shall be secured by pledged collateral set at no less than 102 percent of the market value of the principal and accrued interest on the deposits or these investments, less an amount insured by FDIC. Eligible collateral to secure the City's deposits include:

1. Direct obligations of the United States government.
2. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States government.
3. Direct obligations of agencies or instrumentalities of the United States government, including standby letters of credit.
4. Cash.

The City will reject adjustable-rate mortgages (ARMs), collateralized mortgage obligations (CMOs), step-ups, variable rate instruments (except U.S. Treasury variable rate instruments), or securities that are not found on common pricing systems.

B. *Safekeeping and Custody* – Safekeeping and custody of the City's investment securities shall be in accordance with state law. All security transactions, except local government investment pool and money market mutual fund transactions, shall be conducted on a delivery versus payment (DVP) basis. Investment securities will be held by a third-party custodian designated by the City and be required to issue safekeeping confirmation notices clearly detailing that the securities are owned by the City.

Safekeeping and custody of collateral pledged to the City shall be in accordance with state law. Collateral will be held by a third-party custodian designated by the City. The custodian is required to issue safekeeping confirmation notices clearly showing that the securities are pledged to the City.

C. *Subject to Audit* – All collateral shall be subject to inspection and audit by the Chief Financial Officer/Director of Finance, or designee, as well as the City's independent auditors.

XII. MANAGEMENT AND INTERNAL CONTROLS

Controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees or Investment Officers of the City.

Controls and managerial emphasis deemed most important that shall be employed include the following:

<u>Imperative Controls</u>

- Custodian safekeeping confirmation notices records management
- Avoidance of bearer-form securities
- Documentation of investment bidding events

- Written confirmation of telephone transactions
- Reconcilements and comparisons of security confirmation notices with the investment records
- Compliance with Investment Policy
- Verification of all interest income and security purchase and sell computations

Controls Where Practical

- Control of Collusion
- Separation of duties
- Separation of transaction authority between accounting and record-keeping
- Clear delegation of authority
- Accurate and timely reports
- Validation of investment maturity decisions with supporting cash flow data
- Adequate training and development of Investment Officers and staff authorized to execute investment transactions
- Review of financial conditions of all broker/dealers and depository institutions
- Access to information about market conditions, changes and trends that require adjustments to investment strategies.

XIII. INVESTMENT POLICY ADOPTION

This Policy shall be formally approved and adopted by resolution of the City Council and reviewed annually in accordance with the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256.

REFERENCES

- None

REVISION HISTORY

Revision Date	Policy Owner	Summary
12/03/2024	R. Klingele	• Administrative maintenance • Annual Submission of Conflict of Interest Forms • Removal of Controller from Investment Committee • Quorum requires three members
12/12/223	R. Klingele	• Administrative maintenance

		• Clarify investment objectives and strategies • Remove language that instruments must be general obligations • Add language to clarify sale of security to capture gains
12/13/2022	R. Klingele	• Administrative maintenance • Revise policy yield language • Increase WAM to two years • Add language to benchmark goal • Remove requirement for committee to per-approve CD or LCs • Increase CP limitations to 20% of portfolio
12/14/2021	R. Klingele	• Administrative maintenance • Revise benchmark language • Remove beginning investment requirement which is not required by PFIA and current software cannot report. • Add language to allow municipal bonds of other state/cities outside of Texas
12/17/2020	R. Klingele	• Annual approval, no changes.
10/08/2019	N. Towle	• Adding titles to committee members.

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Scott McIntyre, CFA
Managing Director

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November 18, 2024

INVESTMENT POLICY REVIEW

Ms. Randee Klingele
Treasury Manager
City of Denton
215 E. McKinney
Denton, TX 76201

Dear Randee:

As requested, Hilltop Securities Asset Management has performed the annual review of the City's written investment policy to determine compliance with the Texas Public Funds Investment Act (the "Act"), Texas Government Code, Chapter 2256. Our review was limited, with the primary purpose being to evaluate conformity with the Act. We did not seek to ensure that all funds and procedures are addressed in the policy, nor have we reviewed compliance with the policy or internal controls of the City.

The Texas Legislature did not meet in 2024, so there were no amendments to the Act, and as a result no required changes to City policy.

We believe the City of Denton investment policy remains in full compliance with the Texas Public Funds Investment Act.

Please contact me with any questions you might have regarding this review.
Sincerely,

Scott McIntyre, CFA

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF DENTON AMENDING POLICY NUMBER 403.06 "INVESTMENT POLICY" TO MAKE ADMINISTRATIVE MAINTENANCE REVISIONS BASED ON ANNUAL REVIEW OF THE POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council passed Resolution No. R96-061 on October 15, 1996, which adopted an Investment Policy for the City, in compliance with the Public Funds Investment Act, 74th Leg., Ch. 402, 1995 Tex. Sess. Law Serv. 2958 (Vernon) (TEX. GOV'T CODE Ann. Ch. 2256); and

WHEREAS, the Investment Policy was most recently amended by City Council on the 12th day of December 2023 with Resolution No. 23-2181 adopting the current version of the Investment Policy; and

WHEREAS, the Investment Policy provides for annual review of such policy and investment strategies, and any modifications to the Investment Policy require approval by City Council; and

WHEREAS, staff recommends adding language requiring the annual submission of Conflict of Interest Forms, the removal of the Controller from Investment Committee, revising the number required for quorum to three members, and updating revision references; and

WHEREAS, the City Manager recommends adoption of the revised Investment Policy and the City Council desires to adopt such policy to comply with the provisions of the Public Funds Investment Act (PFIA) and incorporate needed administrative and procedural modifications; 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 herein by reference as true and as if fully set forth in the body of this resolution.

SECTION 2. The policy entitled Policy No. 403.06 "Investment Policy", attached hereto and made a part hereof, is hereby adopted as an official policy of the City of Denton, Texas and shall replace the existing Investment Policy.

SECTION 3. The attached policy shall be filed in the official records with the City Secretary.

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

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
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: Susan Keller Digitally signed by Susan Keller Date: 2024.11.19 16:24:08 -06'00'

CITY OF DENTON

Policy Number and Title:	403.06 Investment Policy
Policy Section and Chapter:	Finance – Cash Management
Policy Type:	Policy with Admin. Procedures
Last Revision Date:	12/03/2024

POLICY STATEMENT

It is the objective of the City of Denton to invest public funds in a manner which will provide maximum security and the best commensurate yield while meeting the daily cash flow demands of the City and conforming to all federal, state, and local statutes, rules, and regulations governing the investment of public funds. This Investment Policy (this "Policy") serves to satisfy the statutory requirements of defining and adopting a formal investment policy. This Policy and investment strategies shall be reviewed annually by City Council who will formally approve any modifications. This Policy, as approved, is in compliance with the provisions of the Public Funds Investment Act of Tex. Gov't. Code Chapter 2256.

ADMINISTRATIVE PROCEDURES

I. SCOPE

A. This Policy applies to the investment activities of the City of Denton, Texas. The specific funds cited hereafter in Section II(D), shall be excluded from this Policy. All financial assets of all funds, including the General Fund and any other accounts of the City not specifically excluded in these policy guidelines are included. These funds are accounted for in the City's Annual Comprehensive Financial Report (ACFR). These funds, as well as others that may be created from time-to-time, shall be administered in accordance with the provisions of this Policy. All funds will be pooled for investment purposes except for those listed under Section II(C).

   In addition to this Policy, the investment of bond proceeds and other bond funds (including debt service and reserve funds) shall be governed and controlled by their governing ordinance and by the provisions of the Tax Reform Act of 1986, including all regulations and rulings promulgated there under applicable to the issuance of tax-exempt obligations.

B. Funds covered by this Policy and managed as a pooled fund group:

   1. General Fund - used to account for resources traditionally associated with government, which are not required to be accounted for in another fund.

   2. Special Revenue Funds – used to account for the proceeds from specific revenue sources which are restricted or committed to expenditures for specific purposes other than debt service or capital projects.

   3. Debt Service Fund used to account for resources to be used for the payment of principal, interest, and related costs on general obligation debt.

4. Capital Project Funds – used to account for resources to enable the acquisition or construction of major capital facilities which are not financed by enterprise funds, internal service funds, or trust funds.

5. Enterprise Funds – used to account for operations that are financed and operated in a manner similar to private business enterprises.

6. Internal Service Funds – used to account for the cost of providing goods or services between City departments.

7. Trust and Agency Funds – used to account for assets held by the City in a trustee capacity or as an agent for individuals, private organizations, other governments, and/or other funds.

8. Bond Reserve Funds – funds set at prescribed levels by certain bond ordinances to pay principal and/or interest if required to prevent default.

9. New funds available for investment by the City, such as (but not limited to) resources associated with Public Improvement Districts or Tax Increment Financing zones, unless specifically excluded herein.

C. Funds covered by this Policy and managed as separately invested assets:

1. Bond Funds – funds established with the proceeds from specific bond issues when it is determined that segregating these funds from the pooled funds' portfolio will result in maximum interest earning retention under the provisions of the Tax Reform Act of 1986.

2. Endowment Funds – funds given to the City with the instructions that the principal is to remain intact, unless otherwise agreed to, and the income generated by the investments will be used for specified purposes.

3. Trust, Escrowed Funds & Security Deposits – funds held outside the City by a trust, escrow agent, or other entity but belonging to the City.

D. This Policy shall not govern funds, which are managed under separate investment programs in accordance with the Tex. Gov't. Code Sec. 2256.004. Such programs currently include all funds related to employee retirement programs, other funds established by the City for deferred employee compensation, and certain private donations. The City shall and will maintain responsibility for these funds to the extent required by federal and state law, the City Charter, and donor stipulations. This Policy also does not apply to monies held in escrow to retire bonds which are subject to defeasance requirements stated under their respective bond ordinances.

II. INVESTMETN OBJECTIVES AND STRATEGIES

It is the policy of the City that, giving due regard to the safety and risk of investments, all available funds shall be invested in conformance with state and federal regulations, applicable bond ordinance requirements, this Policy and investment strategies.

In accordance with the Public Funds Investment Act, the following prioritized objectives (in order of importance) in accordance with the Tex. Gov't. Code Sec. 2256.005(d) apply for each of the City's investment strategies.

A. *Suitability* – Understanding the suitability of the investment to the financial requirements of the City is important. Any investment eligible in this Policy is suitable for all City funds.

B. *Safety* – Preservation and safety of principal are the primary objectives of this Policy. All investments will be in high quality securities with no perceived default risk.

C. *Liquidity* – The City's investment portfolio will remain sufficiently liquid to meet operating requirements that might be reasonably anticipated. Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets. Short-term investment pools and money market mutual funds provide daily liquidity and may be utilized as a competitive investment alternative to fixed income instruments.

D. *Marketability* – Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. Historical market "spreads" between the bid and offer prices of a particular security type of less than a quarter of a percentage point shall define an efficient secondary market.

E. *Diversification* – Investments will be made with the goal of building a portfolio with a variety of issuers, security types, and maturities to reduce overconcentration and mitigate risk. Exceptions are made for cash, government pools and U.S. Government issues.

F. *Bond Laddering* – The City will estimate future cash inflows and outflows to make informed investment decisions to achieve ample liquidity to fund expenses. Maturity dates will be staggered to support, at minimum, a two-year forward look of the City's estimated liabilities.

G. *Yield* – Attaining a competitive market yield, commensurate with the City's investment risk constraints and the cash flow characteristics of the portfolio, is the desired objective. The City's goal when investing is to meet or exceed the market yield, at the time of purchase, on U.S. Treasury obligations with comparable maturities.

City staff will follow the "Prudent Person" statement relating to the standard of care that must be exercised when investing public funds as expressed in the Tex. Gov't. Code Sec. 2256.006(a-b). The Investment Officers shall avoid any transactions that might impair public confidence in the City's ability to govern effectively. The governing body recognizes that in adequately diversifying the maturity structure within the portfolio to meet the City's expenditure needs, occasional measured unrealized losses due to market volatility and rising interest rates are inevitable and must be considered within the context of the overall portfolio's investment return. The prudence of the investment decisions shall be measured in accordance with the tests set forth in the Tex. Gov't. Code Sec. 2256.006(b).

III. INVESTMENT STRATEGY FOR SPECIFIC FUND GROUPS

In order to better diversify, maximize interest earnings and otherwise meet stated objectives, fund groups may be combined into one or more internal investment pools. Although fund monies may be combined into a single asset portfolio, proportional fund ownership will be accounted for separately. The City maintains separate portfolios for some individual funds or groups of funds (as listed under Section II) that are managed in accordance with the terms of this Policy and by The corresponding investment strategies listed below.

A. *Investment Pool Strategy* – The City's investment pool is an aggregation of the majority of City funds which includes tax receipts, enterprise fund revenues, fine and fee revenues, as well as some, but not necessarily all, bond proceeds, grants, gifts and endowments. This portfolio is maintained to meet anticipated daily cash needs for the City's operations, capital projects and debt service. In order to ensure the ability of the City to meet obligations and to minimize potential liquidation losses, the dollar-weighted average stated maturity of the investment pool shall not exceed 2 years or 730 days. The objectives of this portfolio are to:

1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.
2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
3. Limit market and credit risk through diversification.
4. Maximize portfolio yield commensurate with the objectives and restrictions set forth in this Policy by actively deploying cash into interest-earning investments and managing the portfolio with the intent to meet or exceed the Constant maturity Treasury (CMT) index, with the most comparable maturity as found in the Federal Reserve Statistical Release H.15.

B. *Bond Funds Strategy* - Occasionally, separate non-pooled portfolios are established with the proceeds from bond sales in order to maximize earnings within the constraints of arbitrage regulations. The objectives of the portfolios are to:

1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.
2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
3. Limit market and credit risk through diversification.
4. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and the bond ordinance by actively managing the portfolio to meet or exceed the bond yield.

C. *Endowment Fund Strategy* - Funds received as gifts to the City with instructions that the income generated by the investment of said funds be used for specified purposes are invested as separate non-pooled portfolios in order to maximize return. The objectives of the portfolios are to:

1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.
2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
3. Limit market and credit risk through diversification.
4. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy.

D. *Trust, Escrowed Funds & Security Deposit Strategy* - Funds that are held outside the City by a trust, escrow agent, or as a security deposit, but belonging to the City are governed by their respective trust, escrow, or security deposit agreement and are subject to the provisions of this Policy. The objectives of the portfolios are to:

1. Ensure safety of principal by investing in only high-quality securities for which a strong secondary market exists.
2. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
3. Limit market and credit risk through diversification.
4. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and the trust, escrow, or security deposit agreement.

IV. INVESTMENT COMMITTEE

Members – The Investment Committee will consist of the City Manager, or designee, Finance Assistant City Manager, Chief Financial Officer/Director of Finance, Assistant Directors of Finance, and Treasury Manager. The investment advisor and City Internal Auditor will serve as non-voting members of the Investment Committee. When needed, the City Attorney will act as a legal advisor to the Investment Committee.

Scope – The Investment Committee shall meet at least quarterly to determine general strategies, investment guidelines, and to monitor results. Included in its deliberations will be such topics as: economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized broker/dealers (if applicable) and depository institutions, as well as the target rate of return on the investment portfolio.

Procedures - The Treasury Manager shall provide meeting summations to all members. Any two members of the Investment Committee may request a special meeting, and three members shall constitute a quorum. A quorum may be achieved by a member designating a substitute participant to serve in his or her absence. That substitute participant will not be granted voting rights. The Investment Committee shall establish its own rules of procedures.

V. RESPONSIBILITY AND STANDARD OF CARE

A. *Delegation & Training* – The management responsibility for the investment program is delegated to the Chief Financial Officer/Director of Finance. The primary individual who shall be involved in investment activities will be designated by the Chief Financial Officer/Director of Finance. The designee may delegate the day-to-day activities to a responsible individual(s) who has received the appropriate training

required by state statute. The Chief Financial Officer/Director of Finance and department designees will use this Policy as the primary guideline for the City's investment program, procedures, and internal control issues. The Chief Financial Officer/Director of Finance, Assistant Directors of Finance, Controller, and the Treasury Manager are designated as the Investment Officers, pursuant to Tex. Gov't. Code Sec. 2256.005(f). Accordingly, the Investment Officers and persons authorized to execute investment transactions shall attend at least one training session relating to their responsibilities under the Public Funds Investment Act within 12 months after assuming duties and receive no less than 10 hours of instruction relating to investment functions. Thereafter, eight hours of investment training is required in every two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. The training must include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act. The investment training session shall be provided by an independent source approved by the Investment Committee. For purposes of this Policy, an "independent source" for investment training shall include the City's current investment advisor, a professional organization, an institute of higher learning or any other sponsor other than a business organization with whom the City may engage in an investment transaction. Thus, these independent sources will be training sessions sponsored, accredited, or endorsed by the Government Treasurers Organization of Texas (GTOT), Center for Public Management at the University of North Texas (UNT), Government Finance Officers Association of Texas (GFOAT), Texas Municipal League (TML), North Central Texas Council of Governments (NCTCOG), Association of Public Treasurers United States & Canada (APT US & C), and Government Finance Officers' Association (GFOA).

No persons may engage in investment transactions except as provided under the terms of this Policy. The Chief Financial Officer/Director of Finance shall require an annual compliance review by an external auditor that will consist of an audit of management controls on investments, adherence to the City's Investment Policy and a review of the quarterly investment reports. The reviews will provide internal control by assuring compliance with policies and procedures. The City Manager or designee, Deputy City Manager or designee, Chief Financial Officer/Director of Finance, Finance Assistant City Manager, Assistant Directors of Finance, Treasury Manager, Controller, Mayor, City Council, and other Finance Department employees shall be personally indemnified in the event of investment loss provided this Policy has been followed.

B. *Conflicts of Interest* – All participants in the investment process shall seek to act responsibly as custodians of public assets. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Investment Committee members shall be required to complete an annual ethics statement noting any known conflicts of interest as outlined in Section VI(C) below.

C. *Disclosure* – Anyone involved in investing City funds shall file with the Investment Committee a statement disclosing any personal business relationship with a business organization offering to engage in investment transactions with the City or is related within the second degree by affinity or consanguinity, as determined under the Tex.

Gov't. Code Ch. 573, to an individual seeking to transact investment business with the City. A disclosure statement must also be filed with the Texas Ethics Commission and the City Council. An Investment Officer or other employee has a personal business relationship with a business organization if any one of the following three conditions is met:

1. The Investment Officer or employee owns 10% or more of the voting stock or shares of the business organization or owns $5,000 or more of the fair market value of the business organization.

2. Funds received by the Investment Officer or employee from the business organization exceed 10% of the Investment Officer or employee's gross income for the prior year.

3. The Investment Officer or employee has acquired from the business organization during the prior year investments with a book value of $2,500 or more for their personal account.

D. *Prudence* – The standard of prudence to be used by the investment officials shall be the "Prudent Person Rule", as set forth in Tex. Gov't. Code Sec. 2256.006 and will be applied in the context of managing an overall portfolio: "Investments shall be made with judgment and care under prevailing circumstances, that a person of prudence, discretion and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

Investment officials acting in accordance with this Policy and exercising due diligence shall be relieved of personal responsibilities for an individual security's credit risk or market price change, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and whether the investment decision was consistent with this Policy.

E. *Reporting*

Quarterly – Not less than quarterly, the Chief Financial Officer/Director of Finance shall submit to the City Manager, Mayor and City Council a written report of the City's investment transactions within one hundred twenty (120) days of the preceding reporting period. The report shall: 1) describe in detail the investment position of the City as of the end of the reporting period, 2) be reviewed jointly by all Investment Officers, 3) be signed by each Investment Officer, 4) contain a summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group including a) beginning market value for the reporting period; b) additions and changes to the market value during the period; c) ending market value for the period; and d) fully accrued interest for the reporting period, 5) state the book value and market value of each separately invested asset at the end of the reporting period by type of asset and fund type invested, 6) state the maturity date of each separately invested asset that has a maturity date, 7) state the account or fund or pooled fund

group for which each individual investment was acquired, and 8) state the compliance of the investment portfolio as it relates to the investment strategy expressed in this Policy and with relevant provisions of the Tex. Gov't. Code Ch. 2256.

Annually - The City Council shall review and approve the Investment Policy and investment strategies at least annually and be documented by rule, order, ordinance, or resolution which shall include any changes made.

Compliance Audit – The City's external independent auditor will conduct an annual review of the quarterly reports in conjunction with the annual financial audit. The results of the audit will be reported to City Council. The audit will also review compliance with management controls on investments and adherence to this Policy.

F. As recommended by the Texas State Library and Archives Commission, the guidelines of retaining records for five years from the applicable fiscal year end should be followed for investment funds other than bond proceeds. Since the City manages the majority of its investments, including bond funds, using an internal pool consisting of combined fund groups, records shall be retained in accordance with the Administrative Policy No. 403.07 "Debt Service Management." The Chief Financial Officer/Director of Finance shall oversee the filing and/or storing of investment records.

G. Market prices for all public fund investments will be obtained and monitored through the use of an independent on-line data pricing service.

VI. SUITABLE AND AUTHORIZED INVESTMENT SECURITIES

A. *Portfolio Management* – The City intends to pursue active cash management and buy-and-hold investment management philosophy, whereby securities are expected to be held until maturity. Securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade. (Refer to Section VIII of this Policy.) In addition, the Investment Officers may at times restrict or prohibit the purchase of specific types of investments or issuers due to current market conditions.

The City shall take all prudent measures consistent with this Policy to liquidate an investment that no longer meets the required minimum rating standards, as per the Tex. Gov't. Code Sec. 2256.021. However, if it is determined by the Investment Committee that the City would benefit from holding the downgraded securities to maturity to recapture its initial investment then the Investment Officers may act accordingly. The City is not required to liquidate investments that were authorized investments at the time of purchase. (Tex. Gov't. Code Sec. 2256.017)

B. *Authorized Investments & Maximum Maturities* – City funds governed by this Policy may be invested in the instruments described below, all of which are authorized by the Public Funds Investment Act.

1. Direct obligations of the United States of America, its agencies and instrumentalities and maturing in less than five years.

2. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States of America, or any obligation fully guaranteed or insured by the Federal Deposit Insurance Corporation and maturing in less than five years.

3. Direct obligations of the State of Texas or its agencies thereof, counties, cities and other political subdivisions rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent and maturing in less than three years.

4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas, rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent and maturing in less than three years.

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent.

6. Fully insured or collateralized certificates of deposit/share certificates issued by state and national banks or savings bank, or a state or federal credit union (having its main or branch office in Texas) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor. Any uninsured portion of collateralized certificates of deposit must be secured by obligations in accordance with Section XII herein. Certificates of deposits/share certificates fully insured by the Federal Deposit Insurance Corporation or National Credit Union Share Insurance Fund (including successor organizations) do not require prior approval by the Investment Committee. Both insured and collateralized instruments, including those backed by a standby letter of credit, must mature in less than three years.

   In addition to the City's authority to invest funds in certificates of deposit and share certificates stated above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Tex. Govt. Code Sec. 2256.010(b): (1) the funds are invested by the City through a clearing broker registered with the Securities and Exchange Commission (SEC) and operating pursuant to SEC rule 15c3-3 (17 C.F.R. Section 240.15c3-3) with its main office or branch office in Texas and selected from a list adopted by the Investment Committee as required by Section 2256.025; or a selected depository institution that has its main office or a branch office in this state; (2) the selected broker or depository institution arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located for the account of the City; (3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; (4) the selected broker or depository institution acts as custodian for the City with respect to the certificates of deposit issued for the account of the City.

7. Interest bearing bank savings deposits issued by state and national banks or savings bank or a state or federal credit union (having a main or branch office in Texas) that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund (or successor organizations). Included also are collateralized interest-bearing savings deposits that have secured the uninsured portion of deposits with obligations in

accordance with Section XII herein. Offering banks of both insured and collateralized savings accounts, including those backed by a standby letter of credit, require prior approval by the Investment Committee.

In addition to the City's authority to invest funds in savings deposits as described above, an investment in savings accounts in accordance with the following conditions is an authorized investment under Tex. Govt. Code Sec. 2256.009(a): (1) the funds are invested by the City through a clearing broker registered with the Securities and Exchange Commission (SEC) and operating pursuant to SEC rule 15c3-3 (17 C.F.R. Section 240.15c3-3) with its main office or branch office in Texas and selected from a list adopted by the Investment Committee as required by Section 2256.025; or a selected depository institution that has its main office or a branch office in this state; (2) the selected broker or depository institution arranges for the savings deposits in one or more federally insured depository institutions, wherever located for the account of the City; (3) the full amount of the principal and accrued interest of each of the savings accounts is insured by the United States or an instrumentality of the United States; (4) the selected broker or depository institution acts as custodian for the City with respect to the savings deposits issued for the account of the City.

8. Fully collateralized repurchase agreements provided the City has on file a signed Master Repurchase Agreement, approved by the City Attorney, which details eligible collateral, collateralizations ratios, standards for collateral custody and control, collateral valuation, and conditions for agreement termination. The repurchase agreement must have a defined termination date and be secured by obligations in accordance with Section XII of this Policy. It is required that the securities purchased by the City be assigned to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in this State and the termination date must be 30 days or less. An exception to the 30 days or less termination date may be made with respect to bond proceeds. The City may specifically authorize in the bond ordinance investments in repurchase agreements, such as a flexible repurchase agreement, with maturities in excess of 30 days subject to any required approvals from bond insurers.

9. Commercial paper that has a stated maturity of 270 days or less from the date of issuance and is rated not less than A-1 or P-1 or an equivalent rating by at least two nationally recognized rating agencies. This section is intended to include commercial paper obligations of states, agencies, counties, cities, and other political subdivisions of any state and rated, as to investment quality, by a nationally recognized investment rating firm not less than A-1 or P-1 or its equivalent.

10. Public (local) fund investment pools with a dollar weighted average maturity of 60 days or less. The pool must be approved through resolution by the City Council to provide services to the City and be continuously rated no lower than Aaa or AAAm or at an equivalent rating by at least one nationally recognized rating service. A public funds investment pool created to function as a money

market mutual fund must mark to market daily and stabilize at a $1 net asset value. The City may not invest an amount that exceeds 10 percent of the total assets of any one local government investment pool.

To be eligible to receive funds from and invest funds on behalf of the City, an investment pool must furnish to the Investment Officer or other authorized representative an offering circular or other similar disclosure instrument that contains information required by the Tex. Gov't. Code Sec. 2256.016. Investments will be made in a local government investment pool only after a thorough investigation of the pool and approval by the Investment Committee which shall at least annually review, revise, and adopt the local government investment pool(s).

11. A Securities and Exchange Commission (SEC) registered and regulated, no load U.S. government money market mutual fund that complies with SEC Rule 2a7 and which has a dollar weighted average stated maturity of 60 days or less and whose investment objectives includes the maintenance of a stable net asset value of $1 for each share. A rating will not be required of money market mutual funds that invest exclusively in U.S. government securities or a combination of U.S. government securities and repurchase agreements backed by U.S. government securities. The City must be provided with a prospectus and other information required by the SEC Act of 1934 or the Investment Company Act of 1940. This may be supplied either through website access or in hard copy form. The City may not invest an amount that exceeds 10 percent of the total assets of any one fund. Investments will be made in a money market mutual fund only after a thorough investigation of the fund and approval by the Investment Committee which shall, at least annually, review, revise and adopt the money market mutual fund(s).

C. *Denton Municipal Electric (DME) Authorized Investments* – DME engages in the distribution and sale of electric energy to the public and, in accordance with Tex. Gov't Code Sec. 2256.0201, may enter into a hedging contract and related security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. "Hedging" is defined by the buying and selling of futures, options or similar contracts and related transportation costs of the aforementioned commodities as a protection against adverse price movements. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission.

A payment received under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and, thus, DME may credit any amounts received against fuel expenses.

The City Council may set and review policies regarding hedging transactions, as per Tex. Gov't. Code Sec. 2256.0201(c).

D. *Prohibited Investments* – The City's authorized investment options are more restrictive than those allowed by state law. Furthermore, this Policy specifically prohibits investment in the securities listed below:

1. Obligations, whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.

2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.

3. All collateralized mortgage obligations.

4. Reverse repurchase agreements.

E. *Diversification* – It is the policy of the City to diversify its investments within the portfolio. Diversification will be achieved by building a portfolio with a variety of issuers, security types, and maturities to reduce overconcentration and mitigate risk. The diversification will protect interest income from the volatility of interest rates and the avoidance of undue concentration of assets in a specific maturity sector; therefore, portfolio maturities shall be staggered. Exceptions are made for cash, government pools and U.S. Government issues. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Risk of market price volatility shall be controlled through maturity diversification and by controlling unacceptable maturity extensions and a mismatch of liabilities and assets. The maturity extension will be controlled by limiting the weighted average maturity of the internal investment pool portfolio to 730 days or less. All long-term maturities will be intended to cover long-term liabilities. In addition, at least 5 percent of the funds in the investment pool portfolio will be liquid at all times. Investment pool liquidity, which consists of immediately available funds, is defined as shares in a local government investment pool and money market mutual fund, as well as bank demand and savings deposit balances. Although there is no maximum defined portfolio liquidity position, it is the intent of this Policy to seek out higher yielding alternative investments in accordance with the prioritized objectives of preservation and safety of principal, meeting liquidity needs, and yield enhancement as stated throughout the Public Funds Investment Act.

2. The Investment Committee shall establish strategies and guidelines for the percentage of the total portfolio that may be invested in U.S. Treasury securities, federal agencies/instrumentalities, repurchase agreements, insured/collateralized certificates of deposit and other securities or obligations. The Investment Committee shall conduct a quarterly review of these guidelines and shall evaluate the probability of market and default risk in various investment sectors as part of its considerations.

3. Risk of principal loss in the portfolio as a whole shall be minimized by diversifying investment types according to the following limitations based on book values at the time of purchase:

Investment Type	***% of Portfolio***
• U.S. Government Treasury Notes/Bills & Obligations	100%
• U.S. Government Agencies & Instrumentalities	100%
• State Obligations, Agencies & Local Gov't.	15%
• Local Government Investment Pools (Gov't Securities)	50%
• Local Government Investment Pools (Prime Securities)	15%
• Repurchase Agreements	20%
• Certificates of Deposit (insured/collateralized/SLOC*)	35%
• Savings Deposits (insured/collateralized/SLOC*)	15%
• U.S. Government Money Market Mutual Funds	50%
• Callable U.S. Agencies/Instrumentalities	20%
• Commercial Paper	20%

By Institution:

Repurchase Agreements	No more than 15%
Collateralized Certificates of Deposit	No more than 15%
SLOC* Backed Certificates of Deposit	No more than 15%
Commercial Paper	No more than 5%
All Other (except U.S. Treasuries)	No more than 35%

*Standby Letter of Credit

4. Purchases of securities with stated maturities greater than the maximum authorized under Section VII(B) require prior City Council approval.

VII. SALE OF SECURITIES

The City's intended policy is to hold all securities to maturity. However, securities may be sold prior to maturity to minimize the potential loss of principal on a security whose credit quality has declined, to swap into another security which would improve the quality, yield, or target duration of the portfolio, to meet unanticipated liquidity needs, or to capture gains. A horizon analysis is required for each swap proving benefit to the City before the trade decision is made and will be held in the file for record keeping.

VIII. COMPETITIVE BIDDING

It is the policy of the City to require competitive bidding for all individual security purchases and sales, as well as for certificates of deposit. Exceptions include:

A. Transactions with money market mutual funds and local government investment pools which are deemed to be made at prevailing market rates.

B. Treasury and agency securities purchased as new issues through an approved broker/dealer, financial institution, or investment advisor.

C. Automatic overnight "sweep" transactions with the City's depository bank.

D. Interest bearing savings deposits deemed to be made at prevailing market rates.

At least three bids or offers must be solicited for all other transactions involving individual securities. The City's investment advisor is also required to solicit at least three bids or offers when transacting trades on the City's behalf. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security. In the case of a certificate of deposit purchase, at least two other offers should be solicited to provide a comparison. When few, if any, banks wish to participate then staff may use another authorized investment of similar maturity for evaluation purposes. The quotes may be accepted orally, in writing, electronically, or any combination of these methods. The Investment Committee may approve exceptions on a case-by-case basis or on a general basis in the form of guidelines. These guidelines shall take into consideration the investment type, maturity date, amount, and potential disruptiveness to the City's investment program.

IX. ARBITRAGE

The Tax Reform Act of 1986 provided limitations restricting the City's investment of tax-exempt bond proceeds. Revised arbitrage rebate provisions require that the City compute earnings on investment from each issue of bonds on an annual basis to determine if a rebate is required. To determine the City's arbitrage position, the City is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the City. The rebate provision states that periodically (not less than once every five years, and not later than sixty days after maturity of the bonds), the City is required to pay the U.S. Treasury a rebate of excess earnings based on the City's positive arbitrage position. The Tax Reform restrictions require precision in the monitoring and recording facets of investments, as a whole, and particularly as they relate to yields and computations so as to ensure compliance. Failure to comply may dictate that the bonds become taxable, retroactively from the date of issuance.

The City's investment position, relative to the revised arbitrage restrictions, is the continued pursuit of maximizing yield on applicable investments while ensuring the safety of capital and liquidity. It is fiscally prudent to continue the maximization of yield and rebate excess earnings, if necessary.

X. SELECTION OF BANKS, BROKER/DEALERS AND INVESTMENT ADVISORS

A. *Depository* – City Council shall, by ordinance, "select and designate one or more banking institutions as the depository for the monies and funds of the City" in accordance with the requirement of Tex. Loc. Gov't. Code Ch. 105. At least every five years a depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by a competitive process and evaluated on the following criteria:

1. Qualified as a depository for public funds in accordance with state and local laws.

2. Provided requested information or financial statements for the periods specified.

3. Complied with all requirements in the banking RFP.

4. Completed responses to all required items on the proposal form.

5. Offered lowest net banking service cost, consistent with the ability to provide an appropriate level of service.

6. Met credit worthiness and financial standards.

B. *Investment Broker/Dealers* – If the City has not retained an investment advisor, then the Investment Committee shall be responsible for adopting the list of qualified brokers/dealers and financial institutions authorized to engage in investment transactions with the City. Authorized firms may include primary dealers or regional broker/dealers that qualify under SEC Rule 15C3-1 (uniform net capital rule) and qualified depositories as established by the Tex. Loc. Gov't. Code Ch. 105. The Investment Committee shall base its evaluation of security broker/dealers and financial institutions upon:

1. Financial condition and displayed ability to fulfill commitments.

2. Overall reputation with other broker/dealers or investors.

3. Regulatory status of the broker/dealer.

4. Background and expertise of the individual representatives.

5. Ability to provide additional advisory services.

The Investment Committee must annually review, revise, and adopt the list of qualified broker/dealers authorized to engage in investment transactions with the City. Investment Officers, or their authorized representatives, shall not conduct business with any firm whose name the Investment Committee has removed from an approved list. If the City has retained an investment advisor, the Investment Committee shall annually adopt the investment advisor's broker/dealer list.

C. *Investment Advisor* – The City may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to assist in the review of the investment policy, cash flow requirements, the formulation of investment strategies, the execution of security purchases, sales and deliveries, as well as attend quarterly investment meetings, provide periodic security valuations, market updates, and to generally service the investment needs of the City. The investment advisor will also be responsible for performing broker/dealer financial due diligence on the City's behalf and provide a list of its authorized broker/dealers on an annual basis. The City, however, retains ultimate responsibility as fiduciary of its assets. The investment advisory contract may not be for a term longer than two years and its renewal or extension must be approved by the City Council by ordinance or resolution as required by the Tex. Gov't. Code Sec. 2256.003(b).

D. *Compliance* – A qualified representative from any firm offering to engage in investment transactions with the City is required to sign a written instrument upon receiving and reviewing a copy of this Policy. Investments shall only be made with those business organizations (including local government investment pools and investment advisory firms) which have provided the City with this written instrument executed by a qualified representative of the firm, acknowledging that the business organization has:

1. Received and reviewed this Policy.

2. Implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by this Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

It will be at the Treasury Manager's discretion to accept any additional caveats to the above stated required acknowledgements. The written compliance document must, at a minimum, conform to Tex. Gov't. Code Sec. 2256(k) as amended.

XI. COLLATERALIZATION, SAFEKEEPING AND CUSTODY

A. *Collateralization* - The City requires that all uninsured collected balances plus accrued interest, if any, in depository accounts be secured in accordance with the requirements of state law. Financial institutions serving as City depositories will be required to sign a depository agreement with the City which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, rights of substitution and conditions for agreement termination. This requirement is applicable to both demand and savings deposits.

The City requires that all securities purchased under the terms of a repurchase agreement be assigned to the City in accordance with state law. Dealers and financial institutions wishing to transact repurchase agreements with the City will be required to sign a Master Repurchase Agreement which details eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, rights of substitution, and conditions for agreement termination.

The City requires that all uninsured certificates of deposit plus accrued interest held with a depository be secured in accordance with the requirements of state law. Financial institutions will be required to sign a written depository and security agreement which stipulates eligible collateral, collateralization ratios, standards for collateral custody and control, collateral valuation, rights of substitution, and conditions for agreement termination.

Collateral will always be held by an independent third party with which the City has a current custodial agreement and shall be reviewed at least monthly to ensure that the market value of the pledged securities is adequate. All deposits and investments of City funds (other than direct security purchases, money market mutual funds and local government investment pools) shall be secured by pledged collateral set at no less than 102 percent of the market value of the principal and accrued interest on the deposits or these investments, less an amount insured by FDIC. Eligible collateral to secure the City's deposits include:

1. Direct obligations of the United States government.

2. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the United States government.

3. Direct obligations of agencies or instrumentalities of the United States government, including standby letters of credit.

4. Cash.

The City will reject adjustable-rate mortgages (ARMs), collateralized mortgage obligations (CMOs), step-ups, variable rate instruments (except U.S. Treasury variable rate instruments), or securities that are not found on common pricing systems.

B. *Safekeeping and Custody* – Safekeeping and custody of the City's investment securities shall be in accordance with state law. All security transactions, except local government investment pool and money market mutual fund transactions, shall be conducted on a delivery versus payment (DVP) basis. Investment securities will be held by a third-party custodian designated by the City and be required to issue safekeeping confirmation notices clearly detailing that the securities are owned by the City.

Safekeeping and custody of collateral pledged to the City shall be in accordance with state law. Collateral will be held by a third-party custodian designated by the City. The custodian is required to issue safekeeping confirmation notices clearly showing that the securities are pledged to the City.

C. *Subject to Audit* – All collateral shall be subject to inspection and audit by the Chief Financial Officer/Director of Finance, or designee, as well as the City's independent auditors.

XII. MANAGEMENT AND INTERNAL CONTROLS

Controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees or Investment Officers of the City.

Controls and managerial emphasis deemed most important that shall be employed include the following:

<u>Imperative Controls</u>

- Custodian safekeeping confirmation notices records management
- Avoidance of bearer-form securities
- Documentation of investment bidding events
- Written confirmation of telephone transactions
- Reconcilements and comparisons of security confirmation notices with the investment records
- Compliance with Investment Policy

- Verification of all interest income and security purchase and sell computations

Controls Where Practical

- Control of Collusion
- Separation of duties
- Separation of transaction authority between accounting and record-keeping
- Clear delegation of authority
- Accurate and timely reports
- Validation of investment maturity decisions with supporting cash flow data
- Adequate training and development of Investment Officers and staff authorized to execute investment transactions
- Review of financial conditions of all broker/dealers and depository institutions
- Access to information about market conditions, changes and trends that require adjustments to investment strategies.

XIII. INVESTMENT POLICY ADOPTION

This Policy shall be formally approved and adopted by resolution of the City Council and reviewed annually in accordance with the provisions of the Public Funds Investment Act of the Texas Government Code Chapter 2256.

REFERENCES

- None

REVISION HISTORY

Revision Date	Policy Owner	Summary
12/03/2024	R. Klingele	• Administrative maintenance • Annual Submission of Conflict of Interest Forms • Removal of Controller from Investment Committee • Quorum requires three members
12/12/223	R. Klingele	• Administrative maintenance • Clarify investment objectives and strategies • Remove language that instruments must be general obligations • Add language to clarify sale of security to capture gains
12/13/2022	R. Klingele	• Administrative maintenance • Revise policy yield language • Increase WAM to two years • Add language to benchmark goal • Remove requirement for committee to per-approve CD or LCs • Increase CP limitations to 20% of portfolio
12/14/2021	R. Klingele	• Administrative maintenance

		• Revise benchmark language • Remove beginning investment requirement which is not required by PFIA and current software cannot report. • Add language to allow municipal bonds of other state/cities outside of Texas
12/17/2020	R. Klingele	• Annual approval, no changes.
10/08/2019	N. Towle	• Adding titles to committee members.

File #: ID 24-2350, **Version:** 1

AGENDA CAPTION

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 Facility Solutions Group, Inc., amending the contract approved by City Council on January 4, 2022, in the not-to-exceed amount of $1,375,000.00, said first amendment to continue to provide security access controls for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (File 7835 - providing for a first amendment expenditure amount not-to-exceed $343,750.00, with the total contract amount not-to-exceed $1,718,750.00).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Cassey Ogden

DATE: December 3, 2024

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the approval of a first amendment to a contract between the City of Denton and Facility Solutions Group, Inc., amending the contract approved by City Council on January 4, 2022, in the not-to-exceed amount of $1,375,000.00, said first amendment to continue to provide security access controls for the Facilities Management Department; providing for the expenditure of funds therefor; and providing an effective date (File 7835 – providing for a first amendment expenditure amount not-to-exceed $343,750.00, with the total contract amount not-to-exceed $1,718,750.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

In January 2022, Facility Solutions Group, Inc. was awarded the contract for Security Access Controls to install, troubleshoot, and repair all security access equipment and devices at City facilities over a period of three years. Facilities Management previously identified failures in the security software that necessitated an expedited transition to prevent a complete system failure and preserve the security of staff and assets. During the process of replacing the software, it became evident that unplanned hardware upgrades were also required, which led to a depletion of contract funds. As the contract approaches its spending limit set by the City Council, Facilities Management is seeking additional funds in the not-to-exceed amount of $343,750 to continue the security access controls work. The $343,750 will be used to purchase hardware upgrades including replacement of existing identification card readers and connecting control panels, electric strikes, request to exit sensors, and door handles. Without the requested increase in contract spending, essential hardware upgrades and the full implementation of the new security software will remain incomplete leading to critical security vulnerabilities, increased risk of unauthorized access, and potential disruptions in facility operations.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On January 4, 2022, City Council approved a contract with Facility Solutions Group, Inc., in the not-to-exceed amount of $1,375,000 (Ordinance 22-025).

RECOMMENDATION

Award Amendment No. 1 with Facility Solutions Group, Inc., to continue to provide security access controls for the Facilities Management Department, in a not-to-exceed amount of $343,750, for a total amended contract amount of $1,718,750.

PRINCIPAL PLACE OF BUSINESS

Facility Solutions Group, Inc.
Dallas, TX

ESTIMATED SCHEDULE OF PROJECT

This contract expires on January 4, 2027.

FISCAL INFORMATION

These services will be funded from Operating Account 880200.6545. Requisitions will be entered on an as-needed basis. The total amended amount of this contract is $1,718,750.

EXHIBITS

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

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

For information concerning this acquisition, contact: Thomas Gramer, 940-349-7467.

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

ORDINANCE NO. 22-025

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH FACILITY SOLUTIONS GROUP, INC., FOR ENTERPRISE ACCESS CONTROL SOFTWARE, NEW INSTALLATION, MAINTENANCE, REPAIR, AND PARTS INVENTORY OF CORRESPONDING HARDWARE FOR THE FACILITIES DEPARTMENT FOR ALL CITY BUILDINGS; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFP 7835 – AWARDED TO FACILITY SOLUTIONS GROUP, INC., FOR FOUR (4) YEARS, WITH THE OPTION FOR ONE (1) ADDITIONAL ONE (1) YEAR EXTENSION, IN THE TOTAL OF FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $1,375,000.00).

WHEREAS, the City has solicited, received, and evaluated competitive proposals for enterprise access control software, new installation, maintenance, repair, and parts inventory of corresponding hardware for the Facilities Department for all City buildings; 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, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items in the following numbered request for proposal for materials, equipment, supplies, or services shown in the "Request Proposals" on file in the office of the Purchasing Agent, are hereby accepted and approved as being the most advantageous to the City considering the relative importance of price and the other evaluation factors included in the request for proposals.

RFP NUMBER	CONTRACTOR	AMOUNT
7835	Facility Solutions Group, Inc.	$1,375,000.00

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 Jesse Davis and seconded by Brian Beck. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	✓			
Vicki Byrd, District 1:	✓			
Brian Beck, District 2:	✓			
Jesse Davis, District 3:	✓			
Alison Maguire, District 4:	✓			
Deb Armintor, At Large Place 5:	✓			
Paul Meltzer, At Large Place 6:	✓			

PASSED AND APPROVED this the 4th day of January, 2022.

GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o, ou=City of Denton, email=marcella.lunn@cityofdenton.com, c=US
Date: 2021.12.15 15:00:32 -06'00'

DocuSign Envelope ID: 51BA110D-7CA7-46A3-B1B7-699C538D79A4

Docusign City Council Transmittal Coversheet

RFP	7835
File Name	Security Access Controls
Purchasing Contact	Christa Christian
City Council Target Date	JANUARY 4, 2022
Piggy Back Option	Yes
Contract Expiration	JANUARY 4, 2027
Ordinance	22-025

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DocuSign Envelope ID: 51BA110D-7CA7-46A3-B1B7-699C538D79A4

CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND FACILITY SOLUTIONS GROUP, INC.
(CONTRACT 7835)

THIS CONTRACT is made and entered into this date 01/04/2022, by and between **FACILITY SOLUTIONS GROUP, INC**. a Delaware corporation, whose address is 2525 Walnut Hill Lane, #100, Dallas, Texas 75229, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products and/or services in accordance with the City's document RFP 7835 – Security Access Controls , 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 7835 **(Exhibit "B" on File at the Office of the Purchasing Agent);**
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Insurance Requirements **(Exhibit "D");**
(e) Certificate of Interested Parties Electronic Filing **(Exhibit "E");**
(f) 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 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign

Terrorist Organization

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

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

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

FACILITY SOLUTIONS GROUP, INC.

DocuSigned by:

BY: Chuck Hill

022792E71650482...

AUTHORIZED SIGNATURE

Printed Name: Chuck Hill

Title: Director FSG Technology

2145578753

PHONE NUMBER

chuck.hill@fsgi.com

EMAIL ADDRESS

_2021- Chuck.hill@fsgi.com

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

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

DocuSigned by:

Scott Gray

A794991409F7443A...

SIGNATURE

Scott Gray

PRINTED NAME

Director - Airport & Facilities

TITLE

Facilities Management

DEPARTMENT

CITY OF DENTON, TEXAS

DocuSigned by:

BY: Sara Hensley

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SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:

BY: Rosa Rios

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APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: Marcella Lunn

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Exhibit A
Special Terms and Conditions

1. Total Contract Amount
The contract total for services shall not exceed $1,375,000.00. 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 four (4) years, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional one (1) one-year period.

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

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also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

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.

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Exhibit C
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be

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shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. 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, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed

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any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. **INVOICES**:
A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.
The City will furnish a tax exemption certificate upon request.

13. **PAYMENT**:
A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received

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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.

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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 has been approved, the Contractor is additionally required to submit a monthly Subcontract

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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 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

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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 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

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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 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

DocuSign Envelope ID: 51BA110D-7CA7-46A3-B1B7-699C538D79A4

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 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**

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RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

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

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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

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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 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

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or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either

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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 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

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refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
Juneteenth
4th of July
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**

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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 of rejection of the submittal does not affect this right.

58. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the Contract # 7835

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respondent.

59. **PREVAILING WAGE RATES:** The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. **DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act 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

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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
INSURANCE REQUIREMENTS AND WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.

- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:

    - Name as Additional Insured the City of Denton, its Officials, Agents, Employees and volunteers.

    - That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

    - Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***

- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.

- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.

- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. **General Liability Insurance:**

General Liability insurance with combined single limits of not less than **$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] **Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

[X] **Workers' Compensation Insurance**

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least $100,000 for each accident, $100,000 per each employee, and a $500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

[ ] **Owner's and Contractor's Protective Liability Insurance**

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least **$500,000.00** combined bodily injury and property damage per occurrence with a **$1,000,000.00** aggregate.

[ ] **Fire Damage Legal Liability Insurance**

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

[ ] **Professional Liability Insurance**

Professional liability insurance with limits not less than **$1,000,000.00** per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

[ ] **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

[ ] **Environmental Liability Insurance**

Environmental liability insurance for $1,000,000 to cover all hazards contemplated by this contract.

[ ] **Riggers Insurance**

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

[ ] **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than $_____ each occurrence are required.

[ ] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

[ ] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any overage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
   1. a certificate of coverage, prior to that person beginning work on the

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project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the contractor:

   a. a certificate of coverage, prior to the other person beginning work on the project; and

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b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor’s failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

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Exhibit E
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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EXHIBIT – F

				Facility Solutions Group, Inc		
				Total Price		**$771,693.00**
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Line Notes**	**Extended**
1	**Item I. SYSTEM SOFTWARE**	1	EA			
2	Initial Equipment Cost for Implementation	1	EA	$39,000.00		39,000.00
2a	Controllers (approx 250)	250	EA	$1,800.00		450,000.00
2b	Card Readers (approx 600)	600	EA	$300.00		180,000.00
2c	Card Printers (2)	2	EA	$3,515.00		7,030.00
	500 Cards, Printer ribbons, Printer cleaning kit, Enrollment reader, Portrait Studio Kit and Camera	1	LS	$3,050.00		$9,060.00
	Miscellaneous installation materials, Project Management, Documentation items that are not included elsewhere	1	LS	$68,923.00		$68,923.00
3	Software / User License Fee - Annual Cost (approx 20 users and a per unit license cost for readers and integration)	1	YEAR	$9,060.00	This is the annual software support fee (Genetec Advantage Service) for the system as described with approximately 20 users and 600 card readers and 1 Alarm Panel Connection. A per unit cost for readers is an annual cost of $15.00 per reader.	$9,060.00
4	Number of Licenses	1	QTY	**35**	Per the RFP, we are including 30 client licenses (either desktop 'fat' client or web client) and 5 mobile app licenses	

5	Cost for additional licenses	1	EA	$220.00	This is the cost to the City for an additional client license.	$220.00
6	Implementation Cost - One Time Set Up and Data Loading	1	LS	**$6,000.00**	This is the implementation (Professional Services) cost only, with no software as it is listed on another line item.	$5,000.00
7	Data Conversion and Migration Services	1	EA	**$2,000.00**	This is the implementation (Professional Services) cost only, with no software as it is listed on another line item	$1,400.00
8	Estimated Delivery	1	WEEKS	**2 weeks**	We estimate a total working time of 2 weeks (80 hours) of our System Engineer to set up and perform the initial data load.	
9	Training - One Time Cost System Training for Admin and General Users	1	HOUR	$3,000.00	This line item includes both Basic Security Center Synergis training (2 days) and Advanced Security Center Synergis technical training (2 days) at a Genetec facility. This is a per-person cost.	$2,000.00
10	Estimated Delivery	1	DAYS	30 days		
11	**Item II. HOURLY RATES This section will not be evaluated for award**	1				

12	Regular Working Hours (7:00 AM - 5:00 PM / Monday - Friday)	1	HOUR	$70.00	Regular time installation technician rate	
13	After Regular Working Hours (5:01 PM - 6:59 AM / Monday - Friday)	1	HOUR	$105.00	Overtime rate; we do our best to not charge overtime; if the project requires night shift work, we will shift our crews to a night-time schedule to avoid overtime charges whenever possible.	
14	Emergency Call - Regular Working Hours (7:00 AM - 5:00 PM / Monday - Friday)	1	HOUR	$125.00	Emergency Call, normal working hours, service rate	
15	Emergency Call - After Regular Working Hours (5:01 PM - 6:59 AM / Monday - Friday)	1	HOUR	$125.00	Emergency Call - After hours, 2 hour minimum, service rates	
16	Project Management Working Hours (7:00 AM - 5:00 PM / Monday - Friday)	1	HOUR	$120.00		
17	Weekends/Holiday Hours HOLIDAYS: The following holidays are observed by the City: New Years Day (observed) MLK Day Memorial Day 4th of July Labor Day Thanksgiving Day Day After Thanksgiving Christmas Eve (observed) Christmas Day (observed) New Years 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.	1	HOUR	$250.00	Holiday rates, 4 hour minimum charge of $1,000.00. Service Rate	

18	Warranty on Parts and Services	1	DAYS	365 days	FSG Standard Warranty on parts and labor (services) is one full calendar year, starting with system acceptance.	
19	**Item III. LABORTIME FOR INSTALLATION This section will not be evaluated for award**	1				
20	Controller - Power Supply and Enclosure - Card Reader Network Controller	1	HR	$6.00		
21	CARD READER BOARD	1	HR	$1.00		
22	ACCESS CONTROL DOOR COMPONENTS Card Reader (Single Factor or Dual Factor/Keypad, or Dual Factor/Bio) Door Contact (Single or Double or Overhead) Request to Exit Device Lock Interface (Singe or Double)	1	HR	$6.00	This is the estimated labor hours for a new access control door being added to the system, and assumes that the electrified locking hardware is being provided by others. It includes the items listed above, and excludes the cabling. This is NOT the estimated labor hours to replace an existing card reader and connect it to the new system.	
23	**Item IV. MATERIALS SUPPLIES (% Mark-Up from cost) This section will not be evaluated for award**	1	EA		20%	

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EXHIBIT G

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 **Name of vendor who has a business relationship with local governmental entity.**

Facility Solutions Group, Inc

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

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

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

_____

Name of Officer

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

Signature of vendor doing business with the governmental entity — Date: 10-26-2021

DocuSign

Certificate Of Completion

Envelope Id: 51BA110D7CA746A3B1B7699C538D79A4

Status: Completed

Subject: Please DocuSign: City Council Contract 7835 - Security Access Control

Source Envelope:

Document Pages: 37

Signatures: 5

Certificate Pages: 6

Initials: 1

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Envelope Originator:
Christa Christian
901B Texas Street
Denton, TX 76209
Christa.Christian@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
12/7/2021 2:21:01 PM

Holder: Christa Christian
Christa.Christian@cityofdenton.com

Location: DocuSign

Signer Events	Signature	Timestamp
Christa Christian christa.christian@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 12/7/2021 2:28:45 PM Viewed: 12/7/2021 2:29:02 PM Signed: 12/7/2021 2:29:50 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 12/7/2021 2:29:52 PM Viewed: 12/8/2021 8:02:08 AM Signed: 12/8/2021 8:03:37 AM
Marcella Lunn marcella.lunn@cityofdenton.com Catherine Clifton, Interim City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 68.185.202.16	Sent: 12/8/2021 8:03:40 AM Viewed: 12/8/2021 9:49:30 AM Signed: 12/8/2021 10:18:58 AM
Chuck Hill chuck.hill@fsgi.com Director FSG Technology Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/10/2021 12:38:31 PM ID: 8c791616-d01b-42e8-89e7-2528cef8408a	DocuSigned by: Chuck Hill 022792E71650483... Signature Adoption: Pre-selected Style Using IP Address: 174.197.70.28 Signed using mobile	Sent: 12/9/2021 9:20:05 AM Resent: 12/10/2021 12:13:50 PM Viewed: 12/10/2021 12:38:31 PM Signed: 12/10/2021 12:39:42 PM

Signer Events	Signature	Timestamp
Scott Gray scott.gray@cityofdenton.com Director - Airport & Facilities x Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/10/2021 12:40:09 PM ID: 547d5d56-eb96-4939-9e4b-f983543afad9	DocuSigned by: Scott Gray A79499140F7443A... Signature Adoption: Pre-selected Style Using IP Address: 47.38.255.16 Signed using mobile	Sent: 12/10/2021 12:39:46 PM Viewed: 12/10/2021 12:40:09 PM Signed: 12/10/2021 12:40:42 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.104	Sent: 12/10/2021 12:40:45 PM Viewed: 1/5/2022 8:11:56 AM Signed: 1/5/2022 8:12:25 AM
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/5/2022 8:12:27 AM Viewed: 1/5/2022 8:12:59 AM Signed: 1/5/2022 8:13:12 AM
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/5/2022 2:21:22 PM ID: 0c98a7fc-88d5-4aa7-ad6d-bff41a28fc2f	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 1/5/2022 8:13:14 AM Viewed: 1/5/2022 2:21:22 PM Signed: 1/5/2022 2:21:45 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/7/2021 2:29:53 PM

Carbon Copy Events	Status	Timestamp
Greg Thornbury greg.thornbury@fsgi.com Director of Security Technologies Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/8/2021 11:01:39 AM ID: 2e262cfd-8ce7-4bf9-a14f-0f52a189cf9d	COPIED	Sent: 12/9/2021 9:20:07 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 12/10/2021 12:40:45 PM Viewed: 12/14/2021 9:38:23 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/5/2022 2:21:48 PM
Marissa Barrett marissa.barrett@cityofdenton.com Management Analyst City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/5/2022 2:21:49 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/7/2021 2:28:45 PM
Certified Delivered	Security Checked	1/5/2022 2:21:22 PM
Signing Complete	Security Checked	1/5/2022 2:21:45 PM
Completed	Security Checked	1/5/2022 2:21:49 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE APPROVAL OF A FIRST AMENDMENT TO A CONTRACT BETWEEN THE CITY OF DENTON AND FACILITY SOLUTIONS GROUP, INC., AMENDING THE CONTRACT APPROVED BY CITY COUNCIL ON JANUARY 4, 2022, IN THE NOT-TO-EXCEED AMOUNT OF $1,375,000.00, SAID FIRST AMENDMENT TO CONTINUE TO PROVIDE SECURITY ACCESS CONTROLS FOR THE FACILITIES MANAGEMENT DEPARTMENT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7835 – PROVIDING FOR A FIRST AMENDMENT EXPENDITURE AMOUNT NOT-TO-EXCEED $343,750.00, WITH THE TOTAL CONTRACT AMOUNT NOT-TO-EXCEED $1,718,750.00).

WHEREAS, on January 4, 2022, City Council awarded a contract to Facility Solutions Group, Inc. in the amount of $1,375,000.00, for enterprise access control software, new installation, maintenance, repair, and parts inventory of corresponding hardware for the Facilities Department for all City buildings; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the additional fees under the proposed First Amendment are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The First Amendment, increasing the amount of the contract between the City and Facility Solutions Group, Inc., which is on file in the office of the Purchasing Agent, in the amount of Three Hundred Forty-Three Thousand Seven Hundred Fifty and 0/100 ($343,750.00) Dollars, is hereby approved, and the expenditure of funds therefor is hereby authorized in accordance with said amendment which shall be effective upon the execution of the amendment attached hereto. The total contract amount increases to $1,718,750.00.

SECTION 2. This ordinance shall become effective immediately upon its passage and approval.

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

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
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	7835
File Name	SECURITY ACCESS CONTROLS-AMENDMENT 1
Purchasing Contact	Crystal Westbrook
City Council Target Date	
Piggy Back Option	Yes
Contract Expiration	
Ordinance	

Docusign Envelope ID: 0ED784A7-6EDB-448F-BA28-DA4AF8EEABB2

THE STATE OF TEXAS §
§
COUNTY OF DENTON §

FIRST AMENDMENT TO CONTRACT
BY AND BETWEEN THE CITY OF DENTON, TEXAS
AND **FACILITY SOLUTIONS GROUP, INC.**

THIS FIRST AMENDMENT TO CONTRACT 7835 (this "Amendment") by and between the City of Denton, Texas ("City") and **FACILITY SOLUTIONS GROUP, INC.** ("Contractor") to that certain contract executed on January 4, 2022, in the original not-to-exceed amount of $1,375,000 (the "Agreement"); for services related to the **Security Access Controls**.

WHEREAS, the City deems it necessary to further expand the services provided by Contractor to the City pursuant to the terms of the Agreement, and to provide an additional not-to-exceed amount $**343,750** with this First Amendment for an aggregate not-to-exceed amount of $**1,718,750**; and

WHEREAS, this amendment incorporates any previously executed documents between the parties including but not limited to pricing adjustments.

WHEREAS, the City deems it necessary to further expand the goods/services provided by Contractor to the City; and

WHEREAS, the original not-to-exceed amount may not be increased by more than 25.0% as provided in Texas Local Government Code Sec. 252.048; and

NOW THEREFORE, the City and Contractor (hereafter collectively referred to as the "Parties"), in consideration of their mutual promises and covenants, as well as for other good and valuable considerations, do hereby AGREE to the following First Amendment, which amends the following terms and conditions of the said Agreement, to wit:

1. This Amendment modifies the Agreement amount to provide an additional $343,750 for additional services and materials to be provided in accordance with the terms of the Agreement with a revised aggregate not-to-exceed total of $1,718,750.

The Parties hereto agree, that except as specifically provided for by this Amendment, that all of the terms, covenants, conditions, agreements, rights, responsibilities, and obligations of the Parties, set forth in the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the City and the Contractor, have each executed this Amendment, by and through their respective duly authorized representatives and officers on this date_____.

"CONTRACTOR"
FACILITY SOLUTIONS GROUP, INC.

By: DocuSigned by: Chuck Hill 022792E71650483... Director FSG Technology
AUTHORIZED SIGNATURE, TITLE

"CITY"
CITY OF DENTON, TEXAS
A Texas Municipal Corporation

By: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

ATTEST:
LAUREN THODEN, CITY SECRETARY

By: _____

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

DocuSigned by: F704F88617504DC...
SIGNATURE

Tom Gramer
PRINTED NAME

Director
TITLE

Facilities
DEPARTMENT

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.**

FACILITY SOLUTIONS GROUP, INC.

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

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

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

_____
Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

5

DocuSigned by:
Chuck Hill
022792E71650483

Signature of vendor doing business with the governmental entity

11/6/2024
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. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
(2) the vendor:
(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor;
(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
(1) the date that the vendor:
(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

DocuSign

Certificate Of Completion

Envelope Id: 0ED784A76EDB448FBA28DA4AF8EEABB2

Status: Sent

Subject: Please DocuSign: City Council Contract 7835 Security Access Controls-Amendment 1

Source Envelope:

Document Pages: 5

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 1

Crystal Westbrook

AutoNav: Enabled

901B Texas Street

EnvelopeId Stamping: Enabled

Denton, TX 76209

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

crystal.westbrook@cityofdenton.com

IP Address: 198.49.140.10

Record Tracking

Status: Original
10/18/2024 9:06:16 AM

Holder: Crystal Westbrook
crystal.westbrook@cityofdenton.com

Location: DocuSign

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 10/18/2024 9:11:54 AM Viewed: 10/18/2024 9:12:02 AM Signed: 10/18/2024 9:12:40 AM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/18/2024 9:12:43 AM Viewed: 10/18/2024 9:13:21 AM Signed: 10/18/2024 9:15:45 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 10/18/2024 9:15:47 AM Viewed: 10/18/2024 2:05:46 PM Signed: 10/18/2024 2:07:40 PM
Chuck Hill chuck.hill@fsgi.com Director FSG Technology Facility Solutions Group Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/6/2024 9:38:59 AM ID: 0bb91832-2736-4b41-b621-9a09d479e84f	DocuSigned by: Chuck Hill 022792E71650483... Signature Adoption: Pre-selected Style Using IP Address: 207.200.7.70	Sent: 10/18/2024 2:07:42 PM Resent: 10/30/2024 9:20:12 AM Viewed: 11/6/2024 9:38:59 AM Signed: 11/6/2024 9:41:04 AM

Signer Events	Signature	Timestamp
Tom Gramer tom.gramer@cityofdenton.com Director Facilities and Fleet Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/6/2024 9:43:46 AM ID: b7ae398f-fe23-4f7f-8365-d7476102f87a	DocuSigned by: F704F88617504DC... Signature Adoption: Drawn on Device Using IP Address: 198.49.140.10	Sent: 11/6/2024 9:41:07 AM Viewed: 11/6/2024 9:43:46 AM Signed: 11/6/2024 9:44:55 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/6/2024 9:44:58 AM
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
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/18/2024 9:12:43 AM Viewed: 10/18/2024 8:48:44 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/6/2024 9:44:59 AM Viewed: 11/6/2024 9:50:53 AM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
David Moore david.moore@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	10/18/2024 9:11:54 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

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
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To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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File #: ID 24-2351, **Version:** 1

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 Kimley-Horn and Associates, Inc., for the design of traffic signals at the intersection of South Woodrow Lane at Morse Street for the Transportation (Development Services) Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-004 - Professional Services Agreement for design services awarded to Kimley-Horn and Associates, Inc., in the not-to-exceed amount of $84,000.00).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Cassey Ogden

DATE: December 3, 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 Kimley-Horn and Associates, Inc., for the design of traffic signals at the intersection of South Woodrow Lane at Morse Street for the Transportation (Development Services) Department as set forth in the contract; providing for the expenditure of funds therefor; and providing an effective date (RFQ 8377-004 – Professional Services Agreement for design services awarded to Kimley-Horn and Associates, Inc., in the not-to-exceed amount of $84,000.00).

STRATEGIC ALIGNMENT

This action supports Key Focus Areas: Enhance Infrastructure and Mobility and Support Healthy and Safe Communities.

INFORMATION/BACKGROUND

South Woodrow Lane is a heavily traveled corridor classified as a Secondary Arterial, and Morse Street is a Collector Roadway located in the Southeast Denton area. Currently, Morse Street is a stop-controlled movement, and crashes/safety issues at the intersection are encountered due to visibility and poor yielding rates from the vehicles from South Woodrow Lane. Morse Street is the primary route for numerous single-family residential developments, including Denton Independent School Districts (DISD) Rivera Elementary School, MLK Jr. Recreation Center, and Park, and it is an alternate route to the Downtown Denton Transit Center. The intersection met the criteria for a traffic signal with the year 2024 traffic counts, and due to the safety concerns at this intersection, staff matched the project with the Denton Country Transportation Authority (DCTA) TRiP funding to design and eventually construct the signal.

Transportation Services staff selected the Woodrow/Morse intersection in coordination with the DCTA staff using TRiP funding and has identified the intersection as a prime candidate for traffic signal infrastructure and Transit signal priority for pedestrians and transit buses based on its historical safety. The estimated cost includes the design, detailed survey, and construction phasing of the intersections. The TRiP reimbursement funds have fully funded this project.

Request for Qualifications for state certified engineers for professional architectural services for various capital infrastructure-related projects within the City of Denton for the Capital Projects Department was solicited using the City's formal solicitation process. City Council approved a pre-qualified list of professional service firms on May 21, 2024 (Ordinance 24-953).

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On February 20, 2024, City Council approved RFQ 8377 for state certified engineers for professional engineering services for various capital infrastructure-related projects within the City of Denton for the Capital Improvements Department (Ordinance 24-276).

RECOMMENDATION

Award a contract with Kimley-Horn and Associates, Inc., for the design of traffic signals at the intersection of South Woodrow Lane at Morse Street for the Transportation (Development Services) Department, in a not-to-exceed amount of $84,000.

PRINCIPAL PLACE OF BUSINESS

Kimley-Horn and Associates, Inc.
Raleigh, NC

ESTIMATED SCHEDULE OF PROJECT

The project's projected design completion is estimated to be Quarter 2, 2025.

FISCAL INFORMATION

These services will be funded from 2025 TRIP Projects – Design account 300194469.1360.21100. Requisition #167263 has been entered into the Purchasing software system in the amount of $84,000. The budgeted amount for this item is $84,000.

EXHIBITS

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

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

For information concerning this agreement, contact: Chandra Muruganandham, 940-349-8221.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR THE DESIGN OF TRAFFIC SIGNALS AT THE INTERSECTION OF SOUTH WOODROW LANE AT MORSE STREET FOR THE TRANSPORTATION (DEVELOPMENT SERVICES) DEPARTMENT AS SET FORTH IN THE CONTRACT; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (RFQ 8377-004 – PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES AWARDED TO KIMLEY-HORN AND ASSOCIATES, INC., IN THE NOT-TO-EXCEED AMOUNT OF $84,000.00).

WHEREAS, on February 20, 2024, the City Council approved a pre-qualified professional services list of state certified Transportation Engineers for various improvements and public safety-related projects within the City of Denton (Ordinance 24-276), and the professional services provider (the "Provider") mentioned in this ordinance is being selected as the most highly qualified on the basis of its demonstrated competence and qualifications to perform the proposed professional services; and

WHEREAS, this procurement was undertaken as part of the City's governmental function; and

WHEREAS, the fees under the proposed contract are fair and reasonable and are consistent with, and not higher than, the recommended practices and fees published by the professional associations applicable to the Provider's profession, and such fees do not exceed the maximum provided by law; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to enter into an agreement with Kimley-Horn and Associates, Inc., to provide professional design services for the City of Denton, a copy of which is attached hereto and incorporated by reference herein.

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

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

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

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

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
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 Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

Docusign City Council Transmittal Coversheet

PSA	8377-004
File Name	Woodrow & Morse Street Traffic Signal
Purchasing Contact	Gabby Leeper
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

CITY OF DENTON, TEXAS

STANDARD AGREEMENT FOR ENGINEERING RELATED PROFESSIONAL SERVICES 8377-004

This AGREEMENT is between the City of Denton, a Texas home-rule municipality ("CITY"), and Kimley-Horn and Associates, Inc, with its corporate office at _421 Fayetteville Street, Suite 600 Raleigh, NC 27601_ and authorized to do business in Texas, ("ENGINEER"), for a PROJECT generally described as: Woodrow & Morse Street Traffic Signal (the "PROJECT").

SECTION 1
Scope of Services

A. The CITY hereby agrees to retain the ENGINEER, and the ENGINEER hereby agrees to perform, professional engineering services set forth in the Scope of Services attached hereto as Attachment A. These services shall be performed in connection with the PROJECT.

B. Additional services, if any, will be requested in writing by the CITY. CITY shall not pay for any work performed by ENGINEER or its consultants, subcontractors and/or suppliers that has not been ordered in advance and in writing. It is specifically agreed that ENGINEER shall not be compensated for any additional work resulting from oral orders of any person.

SECTION 2
Compensation and Term of Agreement

A. The ENGINEER shall be compensated for all services provided pursuant to this AGREEMENT in an amount not to exceed $84,000 in the manner and in accordance with the fee schedule as set forth in Attachment B. Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment A.

B. Unless otherwise terminated pursuant to Section 6. D. herein, this AGREEMENT shall be for a term beginning upon the effective date, as described below, and shall continue for a period which may reasonably be required for the completion of the PROJECT, until the expiration of the funds, or completion of the PROJECT and acceptance by the CITY, whichever occurs first. ENGINEER shall proceed diligently with the PROJECT to completion as described in the PROJECT schedule as set forth in Attachment C.

SECTION 3
Terms of Payment

Payments to the ENGINEER will be made as follows:

A. Invoice and Payment

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

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

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

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

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

SECTION 4
Obligations of the Engineer

A. General

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

B. Standard of Care

The ENGINEER shall perform its services:

(1) with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and

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

C. Subsurface Investigations

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

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

D. Preparation of Engineering Drawings

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

E. Engineer's Personnel at Construction Site

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

(2) Except to the extent of specific site visits expressly detailed and set forth in Attachment A, the ENGINEER or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the PROJECT or to determine, in general, if the work on the PROJECT is being performed in a manner indicating that the

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

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

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

(1) The ENGINEER shall provide opinions of probable costs based on the current available information at the time of preparation, in accordance with Attachment A.

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

G. Construction Progress Payments

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

H. Record Drawings

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

I. Right to Audit

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

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

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

J. INSURANCE

(1) ENGINEER'S INSURANCE

a. Commercial General Liability – the ENGINEER shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than $1,000,000.00 per each occurrence with a $2,000,000.00 aggregate. If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this PROJECT or location.

   i. The CITY shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the CITY. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless the CITY specifically approves such exclusions in writing.

   ii. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with this AGREEMENT.

b. Business Auto – the ENGINEER shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of "any auto", including owned, hired, and non-owned autos, when said vehicle is used in the course of the PROJECT. If the engineer owns no vehicles, coverage for hired or non-owned is acceptable.

   i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by ENGINEER pursuant to this AGREEMENT or under any applicable auto physical damage coverage.

c. Workers' Compensation – ENGINEER shall maintain workers compensation and employers liability insurance and, if necessary,

commercial umbrella liability insurance with a limit of not less than $100,000.00 each accident for bodily injury by accident or $100,000.00 each employee for bodily injury by disease, with $500,000.00 policy limit.

i. ENGINEER waives all rights against the CITY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by ENGINEER pursuant to this AGREEMENT.

d. Professional Liability – ENGINEER shall maintain professional liability, a claims-made policy, with a minimum of $1,000,000.00 per claim and aggregate. The policy shall contain a retroactive date prior to the date of the AGREEMENT or the first date of services to be performed, whichever is earlier. Coverage shall be maintained for a period of 5 years following the completion of the AGREEMENT. An annual certificate of insurance specifically referencing this PROJECT shall be submitted to the CITY for each year following completion of the AGREEMENT.

(2) GENERAL INSURANCE REQUIREMENTS

a. Certificates of insurance evidencing that the ENGINEER has obtained all required insurance shall be attached to this AGREEMENT prior to its execution.

b. Applicable policies shall be endorsed to name the CITY an Additional Insured thereon, subject to any defense provided by the policy, as its interests may appear. The term CITY shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.

c. Certificate(s) of insurance shall document that insurance coverage specified in this AGREEMENT are provided under applicable policies documented thereon.

d. Any failure on part of the CITY to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.

e. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the CITY. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the respective Department Director (by name), City of Denton, 901 Texas Street, Denton, Texas 76209.

f. Insurers for all policies must be authorized to do business in the State of

Texas and have a minimum rating of A:V or greater, in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of Risk Management.

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

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

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

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

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

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

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

K. Independent Consultant

The ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent, or employee of the CITY. The doctrine of *respondeat superior* shall not apply.

L. Disclosure

The ENGINEER acknowledges to the CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed PROJECT and business relationships with abutting property cities. The ENGINEER further acknowledges that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this AGREEMENT and prior to final payment under the AGREEMENT.

M. Asbestos or Hazardous Substances

(1) If asbestos or hazardous substances in any form are encountered or suspected, the ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

(2) If asbestos or other hazardous substances are suspected, the CITY may request the ENGINEER to assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the PROJECT.

N. Permitting Authorities - Design Changes

If permitting authorities require design changes so as to comply with published design criteria and/or current engineering practice standards which the ENGINEER should have been aware of at the time this AGREEMENT was executed, the ENGINEER shall revise plans and specifications, as required, at its own cost and expense. However, if design changes are required due to the changes in the permitting authorities' published design criteria and/or practice standards criteria which are published after the date of this AGREEMENT which the ENGINEER could not have been reasonably aware of, the ENGINEER shall notify the CITY of such changes and an adjustment in compensation will be made through an amendment to this AGREEMENT.

O. Schedule

ENGINEER shall manage the PROJECT in accordance with the schedule developed per Attachment C to this AGREEMENT.

P. Equal Opportunity

(1) **Equal Employment Opportunity:** ENGINEER and ENGINEER's agents shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this AGREEMENT.

(2) **Americans with Disabilities Act (ADA) Compliance:** ENGINEER and

ENGINEER's agents shall not engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

SECTION 5
Obligations of the City

A. City-Furnished Data

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

B. Access to Facilities and Property

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

C. Advertisements, Permits, and Access

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

D. Timely Review

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

E. Prompt Notice

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

F. Asbestos or Hazardous Substances Release.

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

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

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

G. Contractor Indemnification and Claims

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

H. Contractor Claims and Third-Party Beneficiaries

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

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

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

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

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

I. CITY's Insurance

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

(2) The CITY may secure Builders Risk/Installation insurance at the replacement

cost value of the PROJECT. The CITY may provide ENGINEER a copy of the policy or documentation of such on a certificate of insurance.

J. Litigation Assistance

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

K. Changes

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

SECTION 6
General Legal Provisions

A. Authorization to Proceed

ENGINEER shall be authorized to proceed with this AGREEMENT upon receipt of a written Notice to Proceed from the CITY.

B. Reuse of Project Documents

All designs, drawings, specifications, documents, and other work products of the ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. Reuse, change, or alteration by the CITY or by others acting through or on behalf of the CITY of any such instruments of service without the written permission of the ENGINEER will be at the CITY's sole risk. The CITY shall own the final designs, drawings, specifications and documents.

C. Force Majeure

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

D. Termination

(1) This AGREEMENT may be terminated:

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

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

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

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

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

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

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

E. Suspension, Delay, or Interruption to Work

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

F. Indemnification

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

G. Assignment

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

H. Jurisdiction

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

I. Severability and Survival

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

J. Observe and Comply

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

K. Immigration Nationality Act

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

right to immediately terminate this AGREEMENT for violations of this provision by ENGINEER.

L. Prohibition on Contracts with Companies Boycotting Israel

Engineer acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

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

Sections 2252 and 2270 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization***. Failure to meet or maintain the requirements under this provision will be considered a material breach.

N. Prohibition on Contracts with Companies Boycotting Certain Energy Companies

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

O. Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations

Engineer acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. ***By signing this agreement, Engineer certifies that Engineer's signature provides written verification to the City that Engineer: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

P. Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies

The City of Denton may terminate this Contract immediately without any further liability if the City of Denton determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Engineer is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Q. Prohibition Against Personal Interest in Contracts

No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 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 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:

Attachment A - Scope of Services
Attachment B - Compensation
Attachment C - 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:
ENGINEER
Kimley-Horn Associates, Inc

DocuSigned by:
Scott R Arnold Vice President
D185A8006FE4F9...
Authorized Agent, Title

Full Name: Scott Arnold

2024-1231613
TEXAS ETHICS COMMISSION
CERTIFICATE NUMBER

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

Signed by:
Scott McDonald
D458B119F0C0407...
Signature

Director
Title

Development Services
Department

Date Signed: 11/5/2024

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

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

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ATTACHMENT "A"

Scope for Engineering Design Related Services for:

S Woodrow Land and Morse Street Traffic Signal Design

The ENGINEER will perform its services pursuant to the requirements delineated below. Services under this attachment consist of engineering services for the preparation of preliminary, final plans, and construction phase for the traffic signal improvements at S Woodrow Lane at Morse Street.

Project Understanding

ENGINEER will provide engineering services for the design of a traffic signal and pedestrian improvements at the intersection of S Woodrow Lane at Morse Street. The ENGINEER will develop plans for the proposed improvements consisting of traffic signal poles including pedestrian poles, controller, curb ramps, sidewalk, and crosswalk for the pedestrian accommodations at these intersections. Following is our understanding of the project.

- The traffic signal warrants are completed by the CITY for traffic signal installations.
- Install/update curb ramps and push buttons as per the ADA/ PROWAG requirements.
- Paving work is limited to sidewalk and curb ramp at the intersection. The project does not include any paving work associated with travel lane and turn lanes widening.
- Roadway widening and additional turn lane are not required.
- Roadway and pedestrian lighting evaluations are not required. Luminaires will be provided on signal poles if there are no overhead conflicts.
- The project will not require environmental clearance and TxDOT permit is not required for the construction.
- The project will be bid for construction by the CITY.
- Coordination with Denton County Transit Authority (DCTA) is required.
- ENGINEER will evaluate the need of future turn lanes at the intersection as part of preliminary design to accommodate traffic signal for ultimate geometry of the intersection. Any turn lane design if required will be provided under separate scope of services.

Work under this agreement consists of project management, topographic survey, preliminary and final design, bid phase services, and construction phase services.

WORK TO BE PERFORMED

Task 1. Design Management
Task 2. Preliminary Design (60%)
Task 3. Final Design (90% and 100%)
Task 4. Topographic Survey Services
Task 5. Bidding Phase Services
Task 6. Construction Phase Services
Task 7. TDLR Permitting

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

TASK 1. DESIGN MANAGEMENT.

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

1.1. Managing the Team:

- Lead, manage and direct design team activities.
- Ensure Quality Control / Quality Assurance (QC/QA) is practiced in performance of the work.
- Communicate internally among team members.
- Task and allocate team resources.

1.2. Communications and Reporting:

- Attend pre-design project kickoff/charter meeting with CITY staff to confirm and clarify scope, understand CITY's objectives, and ensure economical and functional designs that meet CITY's requirements.
- Attend one (1) field meeting with CITY representatives prior to the 60% submittal.
- Conduct and document *monthly* project update meetings with CITY's Project Manager and CITY staff.
- Conduct review meetings with CITY at the end of each design phase.
- Conduct QC/QA reviews and document those activities.
- Prepare invoices and submit monthly in the format requested by the CITY.
- Prepare and submit monthly project status reports in the format provided by the CITY.
- Prepare and submit baseline project schedule initially, and project schedule updates with a schedule narrative monthly.
- Coordinate with DCTA throughout the project duration.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

ASSUMPTIONS

- One (1) pre-design project kickoff/chartering meeting
- One (1) field review meeting
- Three (3) plan review meetings
- Project design phase is estimated to be four (12) months. Bidding and construction Phase is estimated to be Twelve (12) months.
- Twenty-Four (24) monthly updates of project status reports.

DELIVERABLES

- Meeting summaries with action items
- Baseline design schedule
- Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes as necessary.
- Monthly project status reports.
- Monthly invoices

TASK 2. PRELIMINARY DESIGN (60 PERCENT).

Preliminary plans and specifications shall be submitted to CITY per the approved Project Schedule.

The purpose of the preliminary design is for the ENGINEER to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the CITY's endorsement of the preliminary design.

ENGINEER will develop the preliminary design of the infrastructure as follows.

2.1. Data Collection

- In addition to data obtained from the CITY, ENGINEER will research and make efforts to obtain pertinent information to aid in coordination of the proposed improvements with any planned future improvements that may influence the project. ENGINEER will also identify and seek to obtain data for existing conditions that may impact the project including; utilities, agencies (CITY, TxDOT, etc), CITY Master Plans, and property ownership as available from the Tax Assessor's office.

- The ENGINEER will consult with the CITY's Public Works Department, public utilities, private utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project.

2.2. Utility Clearance

- ENGINEER will develop the design of CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

utilities in designs. Where conflicts cannot be avoided, coordination of Utility Conflicts will begin at the Preliminary Design phase.

- In the case of a public utility conflict, the ENGINEER will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

2.3. The Preliminary Design Package will consist of the following:

- Preliminary cover and index of sheets including project limits, area location map and beginning and end station limits.
- Quantity Summary page.
- Existing topography of the project area which will consist of existing ROW, existing curbs, sidewalks, and curb ramps.
- Preliminary design plan sheets showing existing and proposed improvements consisting of curb ramps, signal poles, foundations, conduit, service connection, controller etc. The preliminary plans also consist of existing and proposed ROW, existing and proposed drainage structures, and CITY owned and franchise utilities.
- Documentation of key design decisions.
- Opinion of probable construction cost (OPCC).

2.4. Constructability Review

- After 60% percent submittal with the CITY, the ENGINEER shall schedule and attend a project site visit with the CITY Project Manager and CITY staff to walk the project. The ENGINEER shall summarize the comments from the field visit and submit this information to the CITY in writing.

ASSUMPTIONS

- Three (3) sets of 11”x17” size plans will be delivered to CITY for the 60% design. ENGINEER shall not proceed with Final Design activities without written approval by the CITY of the 60% Design Package.

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

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

DELIVERABLES

- Preliminary Design drawings
- OPCC
- Key Design Decision Documents

TASK 4. FINAL DESIGN (90 PERCENT) AND FINAL CONSTRUCTION DOCUMENTS (100 PERCENT).

Upon approval of the Preliminary plans, ENGINEER will prepare construction plans as follows:

- Final draft construction plans (90%) and specifications will be submitted to CITY per the approved Project Schedule.
- Following a 90% construction plan review meeting with the CITY, the ENGINEER shall submit Final Plans (100%) to the CITY per the approved Project Schedule. Each plan sheet shall be stamped, dated, and signed by the ENGINEER registered in State of Texas.
- A Quantity Summary page will be included in both the 90% and 100% design packages. Each design sheet of those packages will include a quantity take off table.
- The ENGINEER shall submit an OPCC with both the 90% and 100% design packages. This estimate will use TxDOT's bid items.

ASSUMPTIONS

- Three (3) sets of 11"x17" size drawings will be delivered for the 90% Design package.
- Three (3) sets of 11"x17" size drawings will be delivered for the 100% Design package.

DELIVERABLES

- 90% construction plans.
- 100% construction plans and applicable letting forms and documents.
- OPCC including summaries of bid items and quantities using CITY's standard bid items and format.

TASK 4. TOPOGRAPHIC SURVEY SERVICES.

ENGINEER will provide survey support as follows.

4.1 Design Survey

- ENGINEER will perform field surveys to collect horizontal and vertical elevations and other information needed by ENGINEER in design and preparation of plans for the project. Information gathered during the survey will consist of topographic data, elevations of all sanitary and adjacent storm sewers, rim/invert elevations, structures,

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

trees (measure caliper, identify overall canopy, and other features relevant to the final plan sheets.

- The minimum survey information to be provided on the plans shall consist of the following:
  - A Project Control Sheet, showing **ALL** Control Points, used or set while gathering data. Generally, on a scale of not less than 1:400:
  - The following information about each Control Point;
    a. Identified (Existing. CITY Monument #8901, PK Nail, 5/8" Iron Rod)
    b. X, Y and Z Coordinates, in an identified coordinate system, and a referred bearing base. Z coordinate on CITY Datum only.
    c. Descriptive Location.
  - Coordinates on all P.C.'s, P.T.'s, P.I.'s, Manholes, Valves, etc., in the same coordinate system, as the Control.
  - No less than two horizontal bench marks, per line or location.
  - Bearings given on all proposed centerlines, or baselines.
  - Station equations relating utilities to paving, when appropriate.

ASSUMPTIONS

- Survey will extend approximately 200 feet from center of all three (3) intersections on all approaches.

DELIVERABLES

- Drawing of the project layout with dimensions and coordinate list.

TASK 5. BIDDING PHASE SERVICES

ENGINEER will complete the following tasks for the bidding phase of the project.

5.1. Bidding Support

- Prepare project manual and construction specifications for project bidding.
- Attend pre-bid meeting and bid opening meeting.
- Assist with bidder questions.
- Prepare bid tabulations for the bid received to check the accuracy.

DELIVERABLES

- Addenda.
- Responses to bidder questions.
- Bid Tabulation for received bids.

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

TASK 6. CONSTRUCTION PHASE SERVICES.

ENGINEER will support the construction phase of the project as follows.

6.1. Construction Support

- The ENGINEER shall attend the preconstruction conference.
- *Visits to Site and Observation of Construction*. ENGINEER will make up to ten (10) visits as directed by CITY in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and ENGINEER will keep CITY informed of the general progress of the work.

  ENGINEER will not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. ENGINEER does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.
- *Clarifications and Interpretations*. ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by CITY or TxDOT.
- *Shop Drawings and Samples*. ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- *Substantial Completion*. ENGINEER will, after notice from Contractor that it considers the Work ready for its intended use, in company with City, TxDOT, and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- *Final Notice of Acceptability of the Work*. ENGINEER will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list.

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

ASSUMPTIONS

- Ten (10) site visits are assumed.
- Three (3) submittal reviews are assumed.
- Two (2) RFI's are assumed.

DELIVERABLES

- Response to Contractor's Request for Information.
- Review of shop drawings.
- Final Punch List items.

TASK 7. TDLR PERMITTING.

ENGINEER will provide permitting support for the CITY in an effort to obtain any and all agreements and/or permits normally required for a project of this size and type, as follows:

7.1 Texas Department of Licensing and Regulation (TDLR)

- Identify and analyze the requirements of the Texas Architectural Barriers Act, Chapter 68 Texas Administrative Code, and become familiar with the governmental authorities having jurisdiction to approve the design of the Project.
- ENGINEER is responsible for providing plans that are in compliance with TDLR requirements.
- Submit construction documents to the TDLR.
- Completing all TDLR forms/applications necessary.
- Obtain the Notice of Substantial Compliance from the TDLR.
- Request an inspection from a TDLR locally approved Registered Accessibility Specialist no later than 30 calendar days after construction substantial completion. Advise the CITY in writing of the results of the inspection.
- Responding to agency comments and requests.
- All costs associated with TDLR project registration, plan review and inspections are to be paid by the ENGINEER during the course of the project.

ASSUMPTIONS

- Permit preparation will begin after approval of the Final Design.
- One (1) on-site meeting for the final TDLR inspection is assumed.

DELIVERABLES

A. Copies of Permit Applications

B. Copies of Approved Permits

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

- Sub-surface Utility Engineering (SUE).
- Roadway design and drainage design.
- Preparation of ROW acquisition or easement documents.
- Negotiation of easements or property acquisition.
- Additional traffic analysis including crash research, analysis and crash exhibit.
- Landscaping and irrigation design.
- Environmental permitting or studies.
- Submittal and permitting fees.
- Color renderings and graphics
- Services related to development of the CITY's project financing and/or budget.
- Construction management services.
- Services necessary due to the default of the Contractor.
- Services related to damages caused by fire, flood, earthquake or other acts of God.
- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

FEE AND EXPENSES

The ENGINEER will perform the services in Tasks 1 – 7 for the total lump sum fee of $84,000.00. All permitting, application, and similar project fees will be paid directly by the CITY.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and the ENGINEER project number.

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

ATTACHMENT "B"

Compensation for Engineering Design Related Services for:

S Woodrow Land and Morse Street Traffic Signal Design

Total compensation for the ENGINEER contemplated under the terms of this agreement **shall be lump sum total not-to-exceed $84,000** for all services including reimbursable expenses. The CITY shall compensate the ENGINEER as follows:

The total compensation for Task 1 – Task 7 shall be on a lump sum basis and not to exceed **$84,000**.

Progress payments for shall be paid monthly based on the actual work satisfactorily completed per month.

• Task 1 – Design Management	$	8,000
• Task 2 – Preliminary Design (60 Percent)	$	18,000
• Task 3 – Final Design (90 Percent and 100 Percent)	$	32,000
• Task 4 – Topographic Survey Services	$	10,000
• Task 5 – Bidding Phase	$	5,000
• Task 6 – Construction Phase Services	$	9,000
• Task 7 – TDLR Permitting	$	2,000
Sub-total:	***$***	***84,000***
Grand Total	**$**	**84,000**

ENGINEER will not exceed the total maximum fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only.

All permitting, application, and similar project fees will be paid directly by the CITY.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and ENGINEER project number.

Docusign Envelope ID: 4EC5A966-FB1F-45DC-B7E7-29E1245A02E7

Attachment "C"
S Woodrow Land and Morse Street Traffic Signal Design
Kimley-Horn and Associates, Inc.

TASK	START DATE	END DATE
Project Initiation		
Design Notice to Proceed	Oct-24	Oct-24
Design		
Data Collection/Survey	Oct-24	Nov-24
60% Submittal	Nov-24	Jan-25
City Review	Jan-25	Feb-25
90% Submittal	Feb-25	Mar-25
City Review	Mar-25	Apr-25
Final Design Submittal	Apr-25	May-25
Bid Package Submittal	May-25	May-25
Bidding		
Bid Advertisement	May-25	Jul-25
Contractor Selection	Jul-25	Sep-25
Conctractor Notice to Proceed	Sep-25	
Construction		
Construction	Sep-25	Jan-26

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.**

Kimley-Horn and Associates, Inc.

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

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

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

n/s

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:
D1B5A80061EE4E9...

Signature of vendor doing business with the governmental entity

10/30/2024

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. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(A) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
(2) the vendor:
(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor;
(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:
(i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
(1) the date that the vendor:
(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.

City of Denton Ethics Code Ordinance Number 18-757

Definitions:

Relative: a family member related to a City Official within the third 3rd degree of affinity (marriage) or consanguinity (blood or adoption)

City Official: for purpose of this article, the term consists of the Council Members, Department Heads, or member of the Board of Ethics, Planning and zoning Commission Members, Board of Adjustment, Historic Landmark Commission, or Public Utilities Board

Vendor: a person who provides or seeks to provide goods, services, and/or real property to the City in exchange for compensation. This definition does not include those property owners from whom the City acquires public right-of-way or other real property interests for public use.

Per the City of Denton Ethics Code, Section 2-273. – Prohibitions

(3) It shall be a violation of this Article for a Vendor to offer or give a Gift to City Official exceeding fifty dollars ($50.00) per gift, or multiple gifts cumulatively valued at more than two hundred dollars ($200.00) per a single fiscal year.

Per the City of Denton Ethics Code, Section 2-282. – Disposition (b), (5) Ineligibility

If the Board of Ethics finds that a Vendor has violated this Article, the Board may recommend to the City Manager that the Vendor be deemed ineligible to enter into a City contract or other arrangement for goods, services, or real property, for a period of one (1) year.

DocuSign

Certificate Of Completion

Envelope Id: 4EC5A966FB1F45DCB7E729E1245A02E7

Status: Sent

Subject: Please DocuSign: City Council Contract 8377-004 Woodrow & Morse Street Traffic Signal

Source Envelope:

Document Pages: 32

Signatures: 4

Initials: 1

Certificate Pages: 6

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Envelope Originator:
Gabby Leeper
901B Texas Street
Denton, TX 76209
Gabby.Leeper@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
10/25/2024 3:05:15 PM

Holder: Gabby Leeper
Gabby.Leeper@cityofdenton.com

Location: DocuSign

Signer Events	Signature	Timestamp
Gabby Leeper gabby.leeper@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 10/25/2024 3:15:50 PM Viewed: 10/25/2024 4:17:45 PM Signed: 10/25/2024 4:18:24 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/25/2024 4:18:27 PM Viewed: 10/28/2024 10:09:19 AM Signed: 10/28/2024 10:09:41 AM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/28/2024 10:09:44 AM Viewed: 10/30/2024 1:02:41 PM Signed: 10/30/2024 1:03:43 PM
Scott Arnold scott.arnold@kimley-horn.com Vice President Kimley-Horn and Associates, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/27/2020 10:55:11 AM ID: a1f38400-e5cc-4b57-8548-4dd7e031355d	DocuSigned by: Scott R. Arnold D1B5A80061EE4E9... Signature Adoption: Uploaded Signature Image Using IP Address: 12.76.165.86	Sent: 10/30/2024 1:03:45 PM Viewed: 10/30/2024 1:04:58 PM Signed: 10/30/2024 1:07:43 PM

Signer Events	Signature	Timestamp
Scott McDonlald scott.mcdonald@cityofdenton.com Director Security Level: Email, Account Authentication (None)	Signed by: Scott McDonlald D4585119F060407... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/30/2024 1:07:45 PM Viewed: 10/30/2024 1:10:33 PM Signed: 11/5/2024 8:58:06 AM
Electronic Record and Signature Disclosure: Accepted: 11/5/2024 8:57:39 AM ID: 2e415cb1-cc19-4d49-a282-bff7c74db77d		
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/5/2024 8:58:09 AM Viewed: 11/5/2024 5:34:11 PM
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
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/25/2024 4:18:27 PM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/5/2024 8:58:08 AM Viewed: 11/5/2024 3:32:44 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Charlie Rosendahl charlie.rosendahl@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 8/29/2024 9:26:45 AM ID: ba9d0b0f-e6f4-4d63-a52d-cc25f3ff2e2b		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/25/2024 3:15:50 PM
Envelope Updated	Security Checked	10/25/2024 4:17:35 PM
Envelope Updated	Security Checked	10/25/2024 4:17:35 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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

File #: ID 24-2352, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8632 for the Uninterrupted Power Supply Service for the Facilities Management Department; and providing an effective date (RFP 8632).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Cassey Ogden

DATE: December 3, 2024

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, rejecting any and all competitive proposals under RFP 8632 for the Uninterrupted Power Supply Service for the Facilities Management Department; and providing an effective date (RFP 8632).

INFORMATION/BACKGROUND

The Facilities Management Department maintains the Uninterrupted Power Supplies (UPS) throughout 206 City-owned facilities. The requested service was to support the maintenance, troubleshooting, and repair needs of UPS units. The submitted bids were significantly higher than current contract rates for UPS preventative maintenance and included mileage fees for out-of-state vendors.

Staff intends to reopen the solicitation after the department has reached out to more local vendors and research to help increase interest in the solicitation.

In accordance with the Local Government Code 252.043, the City Council may reject any and all bids.

RECOMMENDATION

Staff recommends rejection of all proposals for RFP 8632 for the Uninterrupted Power Supply Service for the Facilities Management Department.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance

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

For information concerning this acquisition, contact: Tom Gramer, 940-349-7200.

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, REJECTING ANY AND ALL COMPETITIVE PROPOSALS UNDER RFP 8632 FOR THE UNINTERRUPTED POWER SUPPLY SERVICE FOR THE FACILITIES MANAGEMENT DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE (RFP 8632).

WHEREAS, the City has solicited, received, and tabulated competitive proposals to evaluate the Uninterrupted Power Supply Service for the Facilities Management Department (RFP 8632) in accordance with the procedures of state laws and the City's ordinances; and

WHEREAS, the City staff recommends, and the City Council has determined, that it is in the best interest of the City that the herein described proposals should be rejected; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. All competitive proposals, as described in the "Request for Proposal", "Bid Proposals", or plans and specifications on file in the Office of the City's Purchasing Agent filed according to the bid number assigned herein (RFP 8632 – the Uninterrupted Power Supply Service) are hereby rejected.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute all necessary documents for the rejection of said proposals. The City Manager, or their designee, is hereby authorized, in their discretion, to re-advertise to receive competitive bids, or proceed otherwise, to procure goods and services described in RFP 8632.

SECTION 3. The City Council of the City of Denton hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under the RFP 8632 to reject said proposals to the City Manager, or their designee.

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

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

	Aye	Nay	Abstain	Absent
Mayor 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

File #: ID 24-2353, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute an Interlocal Cooperative Purchasing Agreement with the North Central Texas Council of Governments (NCTCOG), under Section 791.001 of the State of Texas Government Code, to authorize the City of Denton to purchase new Digital Orthophotography Spatial Data from the NCTCOG Geographic Information System for the Technology Services Department, providing for the expenditure of funds therefor; and providing an effective date (File 8676 - awarded to North Central Texas Council of Governments, in a five (5) year not-to-exceed amount of $650,000.00).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Procurement

ACM: Cassey Ogden

DATE: December 3, 2024

SUBJECT

Consider adoption of an ordinance of the City of Denton, a Texas home-rule municipal corporation, authorizing the City Manager to execute an Interlocal Cooperative Purchasing Agreement with the North Central Texas Council of Governments (NCTCOG), under Section 791.001 of the State of Texas Government Code, to authorize the City of Denton to purchase new Digital Orthophotography Spatial Data from the NCTCOG Geographic Information System for the Technology Services Department, providing for the expenditure of funds therefor; and providing an effective date (File 8676 – awarded to North Central Texas Council of Governments, in a five (5) year not-to-exceed amount of $650,000.00).

STRATEGIC ALIGNMENT

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

INFORMATION/BACKGROUND

This agreement will enable the City of Denton to obtain the North Central Texas Council of Governments (NCTCOG) up-to-date spatial data for the Geographic Information Systems (GIS) user departments. The data provided is used in a variety of projects including engineering, utility location, urban planning, land use, impervious surface calculations, and GIS applications. Obtaining current spatial data is essential to continue to provide a superior level of service to all user departments and citizens.

	Year 1	Year 2	Year 3	Year 4	Year 5
GIS Spatial Data	$105,751.54	$110,000.00	$110,000.00	$110,000.00	$110,000.00
Contingency for additional services or upgrades					104,248.46
Total 5yr Contract NTE					$650,000.00

Section 791 of the Government Code requires that all Cooperative Agreements must be authorized by the governing body, regardless of the dollar amount.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On July 17, 2018, City Council approved the interlocal agreement with the North Central Texas Council of Governments (NCTCOG) (Ordinance 18-1074).

RECOMMENDATION

Award a contract with North Central Texas Council of Governments, for the purchase of new Digital Spatial Data to purchase new Digital Orthophotography Spatial Data from the NCTCOG Geographic Information System for the Technology Services Department, in a five (5) year not-to-exceed amount of $650,000.

PRINCIPAL PLACE OF BUSINESS

North Central Texas Council of Governments
Arlington, TX

ESTIMATED SCHEDULE OF PROJECT

This is a five (5) year contract.

FISCAL INFORMATION

These items and services will be funded through Technology Services operating budget 830300.7804 and the department's budget. Requisitions will be entered on an as-needed basis. The budgeted amount for this item is $650,000.

EXHIBITS

Exhibit 1: Agenda Information Sheet
Exhibit 2: Ordinance and Interlocal Agreement

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

For information concerning this acquisition, contact: Leisha Meine, 940-349-7823.

Legal point of contact: Marcella Lunn at 940-349-8339.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG), UNDER SECTION 791.001 OF THE STATE OF TEXAS GOVERNMENT CODE, TO AUTHORIZE THE CITY OF DENTON TO PURCHASE NEW DIGITAL ORTHOPHOTOGRAPHY SPATIAL DATA FROM THE NCTCOG GEOGRAPHIC INFORMATION SYSTEM FOR THE TECHNOLOGY SERVICES DEPARTMENT, PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 8676 – AWARDED TO NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, IN A FIVE (5) YEAR NOT-TO-EXCEED AMOUNT OF $650,000.00).

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The City Manager, or their designee, is hereby authorized to execute the Interlocal Cooperative Purchasing Agreement with North Central Texas Council of Governments under Section 791.001 of the Texas Government Code, a copy of which is attached hereto and incorporated by reference herein (the "Agreement").

SECTION 2. The City Manager, or their designee, is authorized to expend funds pursuant to the Agreement for the purchase of various goods and services.

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

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

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor 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

IA	8676
File Name	Digital Spatial Data
Purchasing Contact	Cori Power
City Council Target Date	
Piggy Back Option	Not Applicable
Contract Expiration	
Ordinance	

DS
LH

Docusign Envelope ID: A230F430-BD96-48FE-A0DD-FC59982CAB69

North Central Texas Council of Governments

INTERLOCAL AGREEMENT BETWEEN THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND CITY OF DENTON

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a voluntary association of, by and for local governments and has an interest in providing information to its members to support planning, engineering, public safety, and municipal management activities; and,

WHEREAS, the City of Denton (Entity), wishes to have its map-based information system include digital orthophotography and/or LiDAR and/or derivative data provided by the Spatial Data Cooperative Program (SDCP) and has determined that the creation of this resource provides information for a multitude of uses throughout the Entity and thus serves a valid public purpose; and,

WHEREAS, the Entity requires this information to accomplish this purpose and has determined that NCTCOG can provide this information; and,

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code; and,

WHEREAS, NCTCOG and Entity are local governments as that term is defined in Section 791.003(4) of the Texas Government Code; and,

WHEREAS, Section 791.025 of the Texas Government Code authorizes local governments to agree with another local government to purchase goods and services; and,

WHEREAS, a local government that purchases goods and services under Section 791.025 of the Texas Government Code satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services; and,

WHEREAS, Entity represents and warrants that it is eligible to contract with NCTCOG under the act for the purposes recited herein and possesses adequate legal authority to enter into this Agreement.

NOW, THEREFORE, the parties, Entity and NCTCOG, agree to the following terms and conditions regarding the creation of digital aerial photography and/or LiDAR and/or derivative products.

I. LICENSING AND OBLIGATIONS

All SDCP product licensing and obligations can be found in Attachment A of this document.

II. PERFORMANCE PERIOD AND TERMINATION

This Agreement shall be effective upon the date of last signature of the Parties and remain in full force and effect for five (5) years. NCTCOG or Entity may terminate this Agreement at any time upon thirty (30) days written notice to the other Party. Entity shall remain liable for payment for any costs and expenses incurred by NCTCOG occurring up to the effective date of termination.

III. MISCELLANEOUS

Entirety of Agreement. The terms and provisions of this Agreement and any attachments/addendums constitute the entire agreement of the undersigned parties and supersede any and all oral and written agreements between the parties relating to matters herein.

Amendment. This Agreement may be amended only by a written amendment executed by both parties. NCTCOG reserves the right from time to time to make changes in the scope of products and services offered hereunder.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas and venue shall lie exclusively in Tarrant County, Texas. In performing its obligations hereunder, each party shall operate and perform in accordance with all applicable state and federal laws.

Disputes. The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation or any other local dispute mediation process before resorting to litigation.

Severability. In the event that one or more provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provision of this Agreement, which shall remain in force and effect.

Assignment. No party to this Agreement may assign or otherwise transfer any of its interest in this Agreement without the express written consent of the other party.

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Immunity. It is expressly understood and agreed that in the execution of this Agreement, that the parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of its powers or functions.

Non-appropriation of Funds. Each party paying for the performance of governmental functions in this Agreement must make those payments from current revenues available to the paying party. In the event no funds or insufficient funds are appropriated by the Entity in any fiscal period for any payments due hereunder, Entity will notify NCTCOG of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Entity of any kind whatsoever, except as to the portions of the payments herein agreed upon for which funds shall have been appropriated.

Force Majeure. The Entity and NCTCOG shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control (force majeure), including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, pandemic, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

Certification. The undersigned are properly authorized to execute this Agreement on behalf of the parties and each party certifies to the other that any necessary resolutions extending such authority have been fully passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

Signed by:
Mike Eastland 11/4/2024
A4E72C1BEE0E426...
Mike Eastland Date
Executive Director

CITY OF DENTON

_____
(Entity)

_____
First Signature Date

Name:_____

Title:_____

Email: _____

ATTEST:
LAUREN THODEN, CITY SECRETARY

BY: _____

DocuSigned by:
Marcella Lunn 11/1/2024
4B079831B4AA438...
APPROVED AS TO LEGAL FORM: Date

Name: Mack Reinwand

Title: City Attorney

Email: _____

DocuSigned by:
Leisha Meine 11/4/2024
D60D157ADABC4D5...
Third Signature (optional) Date

Name: Leisha Meine

Title: Chief Technology Officer

Email: Leisha.Meine@cityofdenton.com

ATTACHMENT A
SDCP 2025 PRODUCT LICENSING AND OBLIGATIONS

NCTCOG agrees to provide the Product(s) listed below for Entity's use consistent with the terms herein. Upon delivery of the Product(s), NCTCOG shall invoice Entity in the amount(s) provided and Entity agrees to pay NCTCOG.

Remote Sensing Product	Amount
3" Orthophotography	44,256.06
6" Orthophotography	12,352.48
Oblique Photography:	0.00
LiDAR ☑ 0.35M ☐ Single Photon ☐ Geiger-Mode	24,809.00
Total	**81,417.54**

Aerial & LiDAR Derivative Product	Amount
1' Contours (no breaklines)	0.00
2' Contours (no breaklines)	0.00
1' Contours (hydrology & transportation breaklines)	0.00
2' Contours (hydrology & transportation breaklines)	0.00
3D Stereo Planimetrics	0.00
Change Detection Mapping	0.00
Impervious Surface	0.00
Landcover	
Enhanced Landuse	
Solar Mapping Potential	0.00
Total	**$0.00**

Aerial Derivative Product - 2D Planimetrics	Amount
Discounted Bundle A – Building footprints, road edges, parking lots, bridges & sidewalk centerlines	0.00
Discounted Bundle B – Building footprints, road edges, parking lots, bridges & sidewalk edges	19,115.00
Building footprints	0.00
Bridges	0.00
Driveways	0.00
Fences	0.00
Lake edges	0.00
Parking lots	0.00
Pavement pads	1,491.00
Paved road centerlines	0.00
Paved road edges	0.00
Stream centerline	1,119.00
Stream edges	745.00

Swimming pools	0.00
Sidewalk centerlines	1,864.00
Sidewalk edges	0.00
Tree canopy	0.00
Unpaved road edges	0.00
Total	**$24,334.00**

SDCP 2025 Project Total	**$105,751.54**

You have agreed to the payment terms listed below and have secured the total amount with purchase order (PO) number 9999 (Please enter a PO number if blank. If you have not yet secured a PO, please enter 9999).

Invoice Date

☑ **Fiscal Year** or ☐ **After Delivery**

Payment Years

FY 2024-25

If your payment is spread across two fiscal years you will be invoiced 50% of the total amount each year. Upon receipt of the first invoice, the Entity has thirty (30) days to review the products and pay said invoice or the remaining amount owed to the North Central Texas Council of Governments (NCTCOG).

TERMINATION

The parties agree that the Entity may terminate this Agreement by providing thirty (30) days' written notice to NCTCOG. Such notice shall be given to NCTCOG at the address set forth under its signature below. In the event of such termination, NCTCOG shall reimburse to the Entity pro-ratable portion of the contracted amount for services rendered. The Entity shall reimburse NCTCOG for staff time billed to the project up to termination at a rate of $95.00/hour. Reimbursed amount shall not exceed the total project amount in Section II.

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LICENSE AGREEMENT

The personnel specified in Appendix A will serve as points of contact for their respective organizations. The following provisions are a license agreement between NCTCOG and the Entity with respect to data products that are identified above. NCTCOG is the owner of and has the right to grant a license to use the said data products free of all liens, claims, encumbrances, and other restrictions and without otherwise violating any rights of any third party, including any patent, copyright, trade secret, or other proprietary rights.

The NCTCOG data product may be distributed to the Entity on CD-ROM, DVD, or portable hard drive. The Entity will need to install and operate the NCTCOG data product on properly configured and compatible computer equipment running third party system and application software supplied by the Entity. The Entity will also need to ensure that any required data not supplied by NCTCOG is in proper format and no other software or equipment having an adverse impact on the NCTCOG product is present.

A. Licensed Operating Environment

(1) Operating Equipment. In exchange for monetary consideration listed in section II, the Entity will be granted an exclusive operation license to install, store, load, execute, and display (collectively, "Use") the NCTCOG data product on as many local area networks and/or end-user workstations as the Entity reasonably needs in support of its own operation (the "Licensed Operating Environment"). Any software components of the NCTCOG data product are provided in machine-readable executable format only.

(2) Authorized Users. Unless otherwise agreed in writing, the NCTCOG data product will be used by Entity officials, officers, employees, and authorized contractors only ("Authorized Users"). A contractor shall be deemed authorized to Use the data products by the Entity or NCTCOG if such Use is incidental to a larger relationship between the contractor and the Entity, and is used for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with that relationship. The contractor must agree in writing to be bound by the provisions of this Agreement.

B. Permitted Uses

(1) Use of NCTCOG Products. The Entity's Authorized Users may Use the NCTCOG data product in the Licensed Operating Environment for any use that furthers the Entity's internal operations or in furtherance of the Entity's mission.

(2) Use of Generated Output or Other Data. Except as stated, the Entity will own all original works of authorship it may independently create. Digital output from the Entity's Use of the NCTCOG Data Product may be resized as desired and printed on black and white, color printers, or map plotters. Such printed hardcopies may be distributed to the Entity's officers, employees, citizens, contractors, or other persons in the regular course of business for their internal use or in connection with an actual transaction. Such printed output may be further copied, photographed, or reproduced digitally on the Internet. The Entity may charge a fee for such hardcopy printouts that exceed the actual direct cost of production. Without the prior written consent of NCTCOG, the Entity may not otherwise provide copied, digitized, reproduced, transmitted or disseminated, in whole or in part, any of the original digital data product in any form.

APPENDIX A

NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:	Shelley Broyles		Donna Coggeshall	
Title:	Program Manager		Research Manager	
Department	Research and Information Services		Research and Information Services	
Organization:	NCTCOG		NCTCOG	
Street Address:	616 Six Flags Drive		616 Six Flags Drive	
City, State, Zip	Arlington, Texas 76011		Arlington, Texas 76011	
Phone	817-695-9156		817-695-9168	
Email:	sbroyles@nctcog.org		dcoggeshall@nctcog.org	

CITY OF DENTON

	MAIN CONTACT		ADDITIONAL CONTACT	
Name:	Kevin Babcock		Stephanie Padgett	
Title:	GIS Applications Supervisor		TS Administration Manager	
Department	Technology Services		Technology Services	
Organization:	City of Denton		City of Denton	
Street Address:	601 E Hickory St., Ste A		601 E Hickory St., Ste A	
City, State, Zip	Denton, TX 76205		Denton, TX 76205	
Phone	(940) 349-8933		(940) 349-8199	
Email:	kevin.babcock@cityof denton.com		stephanie.padgett@cityofdenton.com	

DocuSign

Certificate Of Completion

Envelope Id: A230F430BD9648FEA0DDFC59982CAB69
Status: Sent
Subject: Please DocuSign: City Council Contract 8676 NCTCOG Digital Spatial Data ILA
Source Envelope:
Document Pages: 9
Signatures: 3
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
10/30/2024 3:29:01 PM

Holder: Cori Power
cori.power@cityofdenton.com

Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Purchasing Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 10/30/2024 3:46:24 PM Viewed: 10/30/2024 3:49:04 PM Signed: 10/30/2024 3:49:22 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/30/2024 3:49:25 PM Viewed: 10/30/2024 4:18:08 PM Signed: 10/30/2024 4:18:18 PM
Marcella Lunn marcella.lunn@cityofdenton.com Senior Deputy City Attorney City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 10/30/2024 4:18:20 PM Viewed: 10/30/2024 9:48:11 PM Signed: 11/1/2024 1:03:21 PM
Mike Eastland meastland@nctcog.org Executive Director north central texas council of governments Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/1/2024 1:21:09 PM ID: 9202a4ac-f302-4b9b-8b38-6709a120d9c8	Signed by: Mike Eastland A4E72C1BEF0F426... Signature Adoption: Pre-selected Style Using IP Address: 8.30.33.146	Sent: 11/1/2024 1:03:25 PM Resent: 11/1/2024 4:40:11 PM Viewed: 11/1/2024 4:41:59 PM Signed: 11/4/2024 11:28:20 AM

Signer Events	Signature	Timestamp
Leisha Meine Leisha.Meine@cityofdenton.com Chief Technology Officer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Leisha Meine D60D157ADABC4D5... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/4/2024 11:28:22 AM Viewed: 11/4/2024 12:30:17 PM Signed: 11/4/2024 12:30:48 PM
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 11/4/2024 12:30:52 PM Viewed: 11/4/2024 12:58:26 PM
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
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 10/30/2024 3:49:25 PM Viewed: 10/30/2024 6:50:42 PM
Shelley Broyles SBroyles@nctcog.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/26/2021 1:15:18 PM ID: 70935197-5ebd-4117-b52b-dc5a5c5dee35	COPIED	Sent: 11/1/2024 1:03:23 PM Viewed: 11/1/2024 1:37:59 PM

Carbon Copy Events	Status	Timestamp
Tim Barbee tbarbee@nctcog.org Director of Research and Information Services/CIO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/1/2024 4:40:08 PM Viewed: 11/4/2024 6:23:48 AM
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 11/4/2024 12:30:51 PM Viewed: 11/4/2024 12:31:36 PM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Stephanie Padgett Stephanie.Padgett@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2024 3:46:24 PM
Envelope Updated	Security Checked	11/1/2024 4:40:07 PM
Envelope Updated	Security Checked	11/1/2024 4:40:07 PM
Envelope Updated	Security Checked	11/1/2024 4:40:07 PM
Envelope Updated	Security Checked	11/1/2024 4:40:07 PM
Envelope Updated	Security Checked	11/1/2024 4:40:08 PM
Envelope Updated	Security Checked	11/1/2024 4:40:08 PM
Envelope Updated	Security Checked	11/1/2024 4:40:08 PM
Envelope Updated	Security Checked	11/1/2024 4:40:08 PM
Envelope Updated	Security Checked	11/1/2024 4:40:08 PM
Envelope Updated	Security Checked	11/1/2024 4:40:08 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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

File #: Z24-0013a, **Version:** 1

AGENDA CAPTION

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in zoning district and use classification from a General Office (GO) district to a Highway Corridor (HC) district on approximately .358 acres of land generally located on the west side of I35E approximately 1,500 feet north of Schuyler Street in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [4-1] to recommend approval of the request. Motion for approval by Chair Ellis and second by Commissioner Pruett. (Z24-0013a, I-35 RV Supercenter, Ashley Ekstedt)

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Cassey Ogden

DATE: December 3, 2024

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in zoning district and use classification from a General Office (GO) district to a Highway Corridor (HC) district on approximately .358 acres of land generally located on the west side of I35E approximately 1,500 feet north of Schuyler Street in the City of Denton, Denton County, Texas; adopting an amendment to the City's official zoning map; providing for a penalty in the maximum amount of $2,000.00 for violations thereof; providing a severability clause and an effective date. The Planning and Zoning Commission voted [4-1] to recommend approval of the request. Motion for approval by Chair Ellis and second by Commissioner Pruett. (Z24-0013a, I-35 RV Supercenter, Ashley Ekstedt)

https://dentontx.new.swagit.com/videos/317245?ts=5668

BACKGROUND

The applicant, RV Land Acquisitions, LP, has submitted an application to rezone approximately 0.358 acres of land from a General Office (GO) District to a Highway Corridor (HC) District to address existing nonconformities on the site created as a result of unpermitted improvements constructed on the adjacent Auto/RV Sales property to the south and east, which is explained further below. The subject property will be replatted as a part of the existing Auto/RV Sales use, which includes an accessory Major Auto Repair use, to the east and south of the subject property.

The subject property is a 0.358-acre parcel located on the northwest corner of an existing Auto/RV Sales use. The RV sales use has been operating on the adjacent property since the early 2000s. Beginning in late 2021, two new buildings were constructed without permits in the northwest corner of the existing RV sales property. One of these two new buildings was constructed 0.85 feet over the shared property line onto the subject property. In 2023, a contractor applied for an electrical permit for the newly constructed buildings. At that time, the City was made aware of the construction of the buildings without permits and requested documentation of what had been built. Upon reviewing a survey drawing of the site, Staff advised the applicant that the larger building was constructed over the property line and was located partially on the neighboring property.

Aside from the problem of having constructed the building partially on land that at the time was not owned by the RV sales entity, the portion of the building crossing the property line was now located in a zoning district that does not permit the use as Auto/RV Sales is not a permitted use in GO zoning. Additionally, this new building did not meet the side yard setback requirement of 10-feet that is required in HC zoning. The applicant subsequently acquired the 0.358-acre subject property immediately adjacent to the existing RV Sales use from the neighboring property owner to address the nonconformities. If the rezoning is approved, the property with the RV Sales use will be replatted to include the subject property, thereby

correcting the two issues created by the location of the new building: nonconforming use (RV Sales is not permitted in GO zoning) and nonconforming structure (the 10-foot side yard setback requirement is not met).

The applicant has been working towards obtaining building permits for the existing buildings and has addressed all comments from building safety, fire, solid waste, and other city departments. The rezoning and replat are the last steps required to bring the larger RV Sales property and the subject property into compliance.

The parent tract of the subject property was annexed into the City in 1965 along with several other properties in this area and extending to the east side of I35. Following annexation, the property was assigned the placeholder zoning designation of Agriculture under the 1969 Development Code, which was later changed to Light Industrial in the 1980s. The zoning of the property was changed to RCC-N with the adoption of the 2002 DDC and transitioned to GO with the adoption of the 2019 DDC.

The surrounding properties to the north and east are zoned Highway Corridor (HC) District. The surrounding properties to the south are zoned Highway Corridor (HC) and General Office (GO). To the west, the surrounding property is zoned General Office (GO). The properties to the east, on the opposite side of I35E, are zoned Planned Development (PD) and Mixed-Use Neighborhood (MN).

A full Staff Analysis is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

On October 9, 2024, the Planning & Zoning Commission held a public hearing and recommended approval of the rezoning [4-1]. No members of the public spoke in support of or in opposition to the project. A summary of the Commission's questions and discussion is provided below:

- The Commission asked questions about whether the city imposes fines for unpermitted work. Staff explained that the city focuses on compliance rather than assessing fines, so the applicant was informed what steps he needed to take to bring the buildings into compliance with City codes. The buildings that were constructed without permits had to obtain inspections from a structural engineer for the foundations and the metal structure. The Engineer made recommendations for structural corrections that needed to be made, and then a subsequent reinspection was done, with a final report sent to the city from the engineer. Fines would have been assessed if the applicant would have ceased working towards compliance.
- A question was asked whether this property would continue operating as nonconforming if the rezoning were not approved. Staff stated that this scenario was not discussed in detail, but generally nonconformities are allowed to remain in their existing condition. In this case, staff could not approve a permit for a building constructed over the property line, so a replat was required. DDC 8.3.2A.1 requires that all lots created through the subdivision process be developable and conform to the development standards of the DDC, therefore the replat could not be approved if the rezoning is not approved.
- The Commission also asked whether the PD-HC zoning located to the south is the same owner/operator and whether there would still be split zoning on this parcel. Staff stated that the PD-HC zoning is the same use and a part of the same property. The PD is reflected on the map today because overlay conditions were imposed when the site's zoning was changed in 2007 from RCC-N to RCC-D since RV sales was not a permitted use in the RCC-N zoning district. The overlay conditions required concrete display areas along I-35 and a landscape hedge. The base zoning for this portion of property is now HC, which is consistent with the remainder of the property, except for the two overlay conditions that were carried forward as a PD with the city-wide zoning transition

in 2019. Aside from those two conditions, the entire site would have consistent HC dimensional and development standards if this zoning change is approved.

OPTIONS

1. Approval
2. Denial
3. Postpone Item

RECOMMENDATION

Staff recommends **approval** of the rezoning of approximately 0.358 acres of land to a Highway Corridor (HC) Zoning District as it complies with the criteria in Section 2.4.5.E of the Denton Development Code for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
November 9, 1965	City Council	Annexation	Approved
March 19, 1985	City Council	Rezoning from Agriculture (A) to Light Industrial (LI)	Approved
2002	City Council	Citywide rezoning to Regional Center Commercial Neighborhood (RCC-N)	Approved
October 2019	City Council	Citywide rezoning to General Office (GO)	Approved
October 9, 2024	Planning & Zoning Commission	Rezoning from GO to HC	Recommend Approval

PUBLIC OUTREACH:

The following public outreach efforts were done to meet legal notice requirements and to seek feedback from adjacent property owners and residents:

- On September 19, 2024, a total of three (3) notices were mailed out to property owners within 200 feet of the subject property, and three (3) postcards were mailed out to current residents within 500 feet of the subject property. As of the writing of this report, staff has received no written response to the notices.

- A notice was published on the City's website on September 19, 2024, and November 14, 2024.

- A notice was published in the Denton Record Chronicle on September 21, 2024, and November 16, 2024.

- One sign was posted on the subject property on September 7, 2024.

The applicant did not conduct any neighborhood meetings.

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 - Future Land Use Map
Exhibit 5 - Existing Zoning Map
Exhibit 6 - Proposed Zoning Map
Exhibit 7 - Table of Allowed Uses
Exhibit 8 - Fiscal Impact Summary
Exhibit 9 - Notification Map
Exhibit 10 - Draft Ordinance
Exhibit 11 - Staff Presentation

Respectfully submitted:
Tina Firgens, AICP
Deputy Director of Development Services/
Planning Director

Prepared by:
Ashley Ekstedt, AICP
Associate Planner

Planning Staff Analysis
Z24-0013a / I35 RV Supercenter
City Council District #3

REQUEST:
Rezoning of approximately 0.358 acres of land from a General Office (GO) Zoning District to a Highway Corridor (HC) Zoning District.

STAFF RECOMMENDATION:
Staff recommends **approval** of the rezoning of approximately 0.358 acres of land to a Highway Corridor (HC) Zoning District as it complies with the criteria in Section 2.4.5.E of the Denton Development Code for approval of all applications, and Section 2.7.2.D of the DDC for approval of a Zoning Map Amendment (Rezoning).

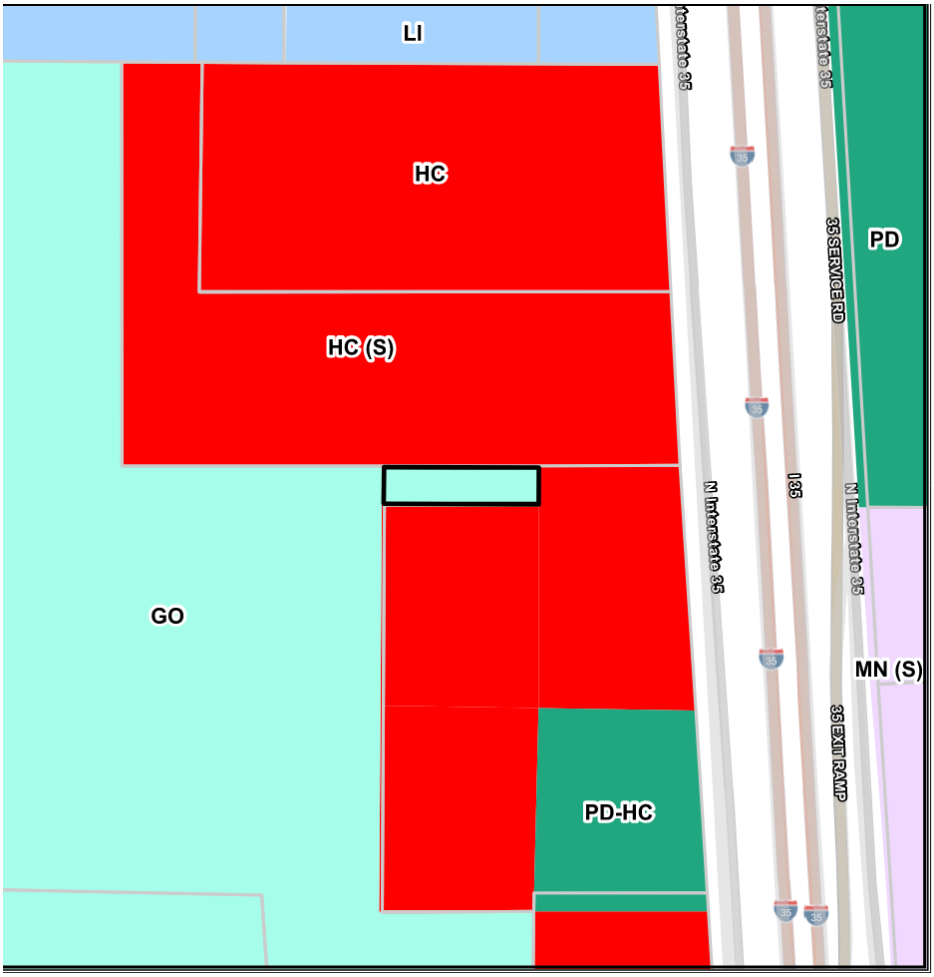
SITE DATA:
The subject property is currently undeveloped with the exception of the 0.85-foot building encroachment described in the background information in Exhibit 1; however, it is located adjacent to and will be platted as a part of the existing Auto/RV Sales use on the property to the east and south. Auto/RV Sales is not a permitted use in the current General Office (GO) zoning district. Auto/RV Sales is permitted in the proposed Highway Corridor (HC) zoning district.

The subject property is on the west side of I35, a freeway, and approximately 1,500 feet north of Schuyler Street. The property is located approximately 250 feet west of and does not have frontage on I35.

(continued on next page)

The existing Auto/RV Sales use on the adjacent property to the south and east will be replatted to include the subject property. This site is already developed, and utilities are already in place and currently serving the overall property. The subject site itself is encumbered by a 20' public utility easement containing existing utilities.

SURROUNDING ZONING AND USES:



Northwest: Zoning: General Office (GO) and Highway Corrdor (HC) Use: Equipment Sales and Rental and Undeveloped Land	North: Zoning: Highway Corridor (HC) Use: Equipment Sales and Rental and Auto/RV Sales	Northeast: Zoning: HC and Planned Development (PD) Use: Equipment Sales and Rental and Undeveloped Land (across I35)
West: Zoning: General Office (GO) Use: Undeveloped Land	**SUBJECT PROPERTY**	East: Zoning: HC and Mixed-Use Neighborhood (MN) Use: Auto/RV Sales and Multifamily Dwellings (across I35)
Southwest: Zoning: General Office (GO) Use: Undeveloped Land	South: Zoning: Highway Corridor (HC) Use: Equipment Sales and Rental and Auto/RV Sales	Southeast: Zoning: HC and Mixed-Use Neighborhood (MN) Use: Auto/RV Sales and Multifamily Dwellings (across I35)

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

   a. *Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.*

      The review criteria were applied as required.

   b. *The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.*

      Section 2.7.2.D of the DDC applies to this rezoning request. An analysis of this request per those criteria can be found below in Consideration B.

   c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls.*

      There are no conflicts between the general criteria and the criteria specific for zoning requests.

2. *Prior Approvals*

   There are no prior approvals on the subject property.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*

The decision–making authority:

a. *Shall weigh competing goals, policies, and strategies.*

No competing goals or policies were identified related to this request, which is intended to facilitate the continuation of existing, long-established business. The proposed HC Zoning District is consistent with the goals, policies, and actions of the Comprehensive Plan and with the Future Land Use Designation of Light Industrial, including the goals and actions listed below:

GOAL FEV-2: Improve the City's job-to-worker ratio by increasing the number of jobs available to the resident workforce and local graduates.

GOAL LU-3: Grow our Assets: Maintain and Strengthen Neighborhoods, Commercial and Employment Areas.

GOAL LU-4: Grow Resourcefully: Manage growth for wise use of land resources with staged, contiguous, and compatible development.

The rezoning request is to facilitate bringing the existing Auto/RV Sales use to the south and east of the subject property into conformance with the DDC in both land use and zoning setback requirements and permit the expansion of that use onto the subject property. Facilitating the continuation and expansion of the applicant's use, and the other uses permitted in the HC District should the existing RV Sales business someday change, are consistent with the overall goals of the Comprehensive Plan to provide for a robust and diverse economy and increase jobs within Denton.

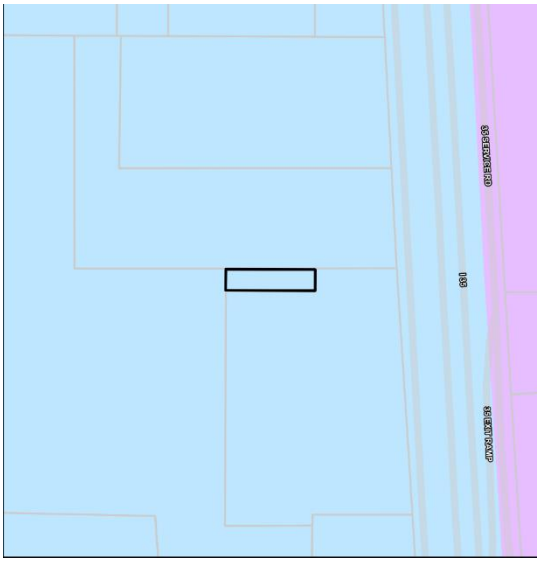
Additionally, given the surrounding zoning pattern and the proximity of similar uses such as Equipment Sales and Rental and Auto/RV Sales, the potential for any nuisance or compatibility issues to arise from uses permitted in HC are limited. Facilitating the existing development to become code compliant allows existing businesses to remain and grow their operations in place rather than them having to relocate to a different location further out along the highway to expand their services.

b. *May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.*

Future Land Use

Per the Future Land Use Map in the Comprehensive Plan, the subject property is designated as Light Industrial (see image below and provided as Exhibit 5). The description for the Future Land Use designation is provided below.

The Light Industrial designation is intended for tracts of land that are appropriate for light industrial activity. Primary uses include light manufacturing, assembling, and warehousing and distribution, and include associated supporting uses, such as offices, retail, and restaurants. Light Industrial areas should have adequate access to infrastructure, including the transportation network. It is important in future development that transitions to adjacent sensitive land uses are considered.



The Light Industrial Future Land Use designation includes supporting uses such as retail. Auto/RV Sales is a more intense retail and commercial use and is appropriate in the Light Industrial Future Land Use designation, especially given the property's location adjacent to a highway where automotive, RV, and equipment sales businesses typically locate for ease of access. The HC Zoning District, which is intended to provide high-intensity commercial uses along the city's busiest and most visible thorough-fares, is consistent with the goals, policies, and actions of the Comprehensive Plan and with the Future Land Use Designation of Light Industrial.

4. *Compliance with this DDC*

   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*

   The proposed rezoning would facilitate correcting the nonconformities of the existing RV/Auto Sales use in accordance with the DDC's standards. Currently, a building primarily located on the adjacent southern property is constructed 0.85 feet over the property line on to the subject site, which does not meet the DDC setback requirements, as a 10-foot side yard setback is required, or the DDC Subchapter 5 Use Regulations, which do not permit Auto/RV Sales in the current General Office (GO) zoning district.

Given the small size of and the utility encumbrances on the subject property, development of the site would be limited. However, this zoning change would contribute to existing and future development on this site and the adjacent southern property being in compliance with applicable standards in the DDC, including, but not limited to, setbacks, land use, minimum lot size and dimensions, building coverage, access, parking, tree preservation, landscaping, screening, and buffering.

b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*

Typically, a rezoning to one of the DDC's established districts does not include a full review of all development standards. The subject property is encumbered by a 20-foot public utility easement that would make further development on the subject property challenging; however if the proposed rezoning to a HC Zoning District is approved, prior to any future redevelopment or further expansion of the existing business, a detailed development review will accompany all required applications such as a specific use permit or zoning compliance plan, platting, engineering, tree preservation, and building permit submittals.

5. *Compliance with Other Applicable Regulations*

If the proposed rezoning to a HC Zoning District is approved, prior to any future redevelopment or additional expansion of existing business operations, a detailed review of the proposed development will be conducted to ensure compliance with other applicable regulations.

6. *Consistent with Interlocal and Development Agreements*

There are no interlocal or development agreements for the subject property.

7. *Minimizes Adverse Environmental Impacts*

There are no environmentally sensitive areas (ESA) on the subject property. Any additional development of the subject property would be subject to the City's standards for tree preservation, stormwater, and landscaping to ensure environmental impacts are minimized.

8. *Minimizes Adverse Impacts on surrounding Property*

The subject property is surrounded primarily by undeveloped land and similar uses such as Equipment Sales and Rental and Auto/RV Sales.

Given its location on the west side of I35, a freeway, approximately 1,500 feet north of Schuyler Street, the subject property is located within an area of the city where higher intensity uses could potentially be proposed and developed within the undeveloped property zoned General Office (GO) zoning to the west, which permits industrial and automotive uses such as warehouses, automotive fuel sales, minor auto repair, and self-service storage by right. Therefore, development of uses permitted in the HC District on the subject site would not be expected to create nuisances or compatibility issues with surrounding properties. Additionally, for this specific request it is important to keep in mind the small size of the subject property, which will be replatted as part of the adjacent lot to the south and east, which has been operating the Auto/RV Sales use in this area for approximately 20 years.

9. *Minimizes Adverse Fiscal Impacts*

   No adverse fiscal impact to the City is anticipated. A Fiscal Impact Analysis performed indicates that the continuation of the already established use it is expected to have a positive economic benefit to the city. See Exhibit 9 for additional information.

10. *Compliance with Utility, Service, and Improvement Standards*

    The subject property will be platted to be a part of the existing Auto/RV Sales use to the east and south, which is already served by all utilities and no changes to these utilities are proposed.

11. *Provides Adequate Road Systems*

    Ingress and egress to the property will be taken through the existing drive located on the RV/Auto sales property to the east from I35 – a freeway.

12. *Provides Adequate Public Services and Facilities*

    This proposed rezoning is not anticipated to negatively impact public services and facilities as it will be replatted into the lot of an existing business that is already developed and no changes are proposed.

13. *Rational Phasing Plan*

    There is no phasing plan associated with the zoning change request as it will be platted as a part of a property that is already developed.

B. Section 2.7.2.D of the DDC states that an application for a rezoning may be approved based on the following conditions:

   a. *The proposed rezoning is consistent with the Comprehensive Plan.*

      As discussed in 3.b above, the HC Zoning District is consistent with the goals, policies, and actions of the Comprehensive Plan and with the Future Land Use Designation of Light Industrial given the location of the subject property along a major highway corridor.

b. The proposed rezoning is consistent with relevant Small Area Plan(s).

There is no small area plan approved for this site.

c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.

Pursuant to Section 3.5.2A of the Denton Development Code:

> The HC district is intended to provide high-intensity commercial uses along the city's busiest and most visible thorough-fares. The HC district applies to areas along highly visible commercial corridors in the city where elevated design and aesthetic qualities are desired. While the HC district is primarily auto-oriented, it provides a safe environment for pedestrians and cyclists.

The proposed HC Zoning District is consistent with the purpose statement as the subject property is proposed to be a part of an existing high-intensity commercial use and the property is situated along I35, a busy and visible thoroughfare, as noted in the purpose statement.

d. There have been or will be significant changes in the area to warrant a zoning change.

There have not been significant changes in the area in the last couple of years. However, following the adoption of the 2019 DDC, the adjacent property to the south and east was part of a City-initiated rezoning to establish HC zoning along the west side of the I35 corridor north of Highway 380. Given the location of the subject property, and the adjacency of HC zoning to the north, east, and south, it is logical to rezone the subject property for consistency with this intentionally created zoning patter for HC along the highway corridor.

e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.

The subject property is surrounded by undeveloped land and uses with a similar intensity such as Equipment Sales and Rental and Auto/RV Sales which have General Office (GO) and Highway Corridor (HC) zoning, respectively. Therefore, the intensity of development under the proposed HC zoning is not expected to adversely impact surrounding properties due to this being an extension of the existing zoning on adjacent properties to the north, east, and south.

f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.

Roadway Impact Fees
The subject site will be platted as a part of a property that is already developed. Roadway impact fees would not be required as no changes to access or vehicular trips are expected.

Water and Wastewater
The subject site will be platted as a part of a property that is already developed. Water and wastewater tap fees would not be required as any development of this property would utilize existing taps and on-site utilities.

Schools
No impact to schools is expected as a result of this rezoning to facilitate the continuation of an existing commercial use.

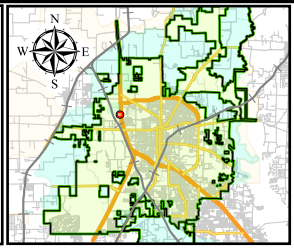
The only residential use that could potentially be developed in HC zoning is a multifamily dwelling use with an approved Specific Use Permit. A Specific Use Permit is also required for multifamily dwellings in the current GO zoning district, so this change would not result in the potential addition of any new students. Additionally, the subject property is 0.358 acres and is encumbered by a 20-foot public utility easement and would not have sufficient land area for the development of a multifamily use on the subject property alone.

g. There was an error in establishing the current zoning district.

There was not an error in establishing the current zoning district. At the time the zoning was established for this parcel, it was a part of the parent tract to the west that is also zoned GO. This zoning district was assigned to the entire parent tract. It is now owned by the owner of the existing Auto/RV Sales use, and this rezoning would allow a single zoning district across that owner's entire property.

Z24-0013
Site Location

Roads
Parcels
COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



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CITY OF DENTON
Development Services · GIS
Date: 9/12/2024

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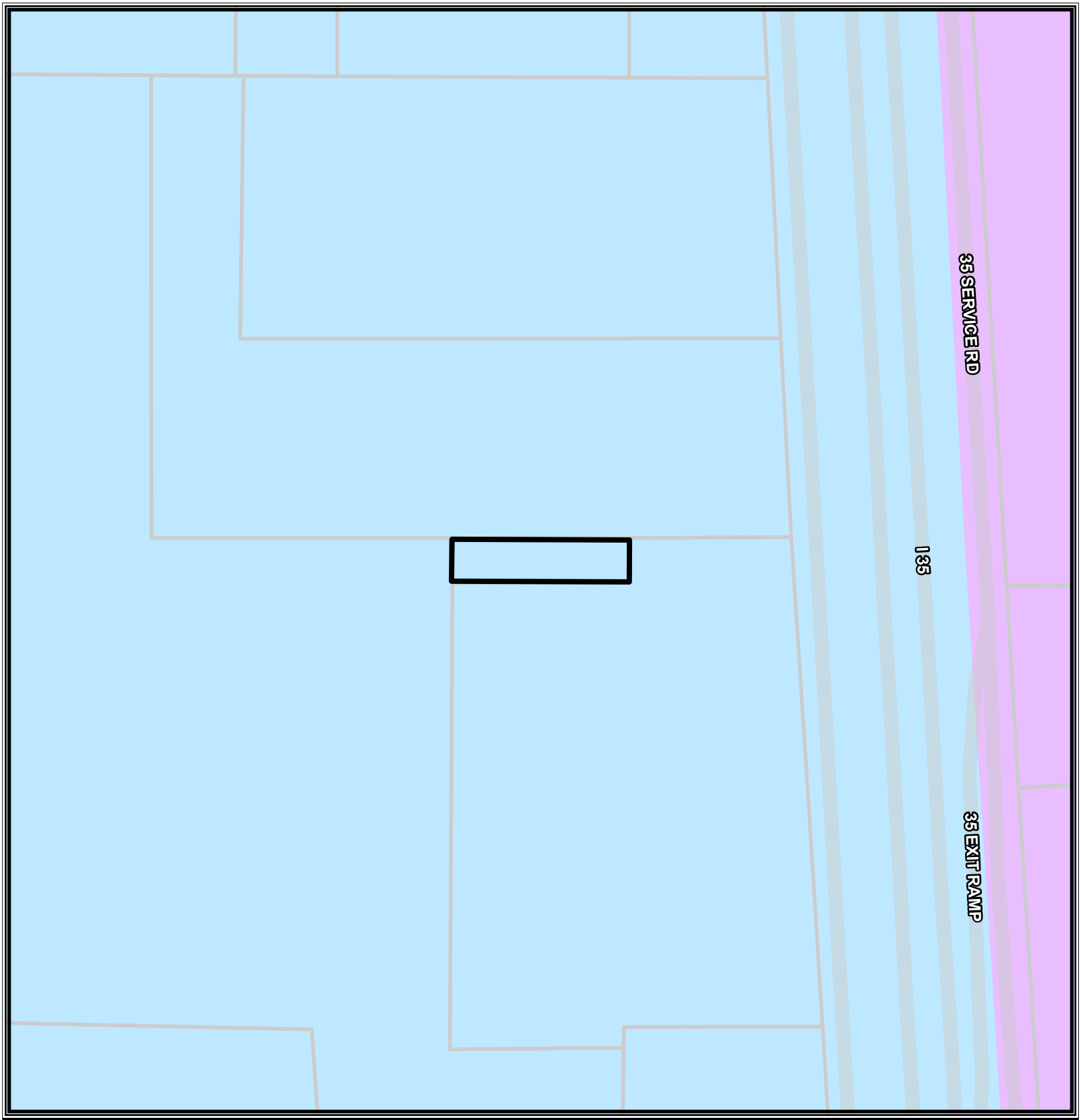
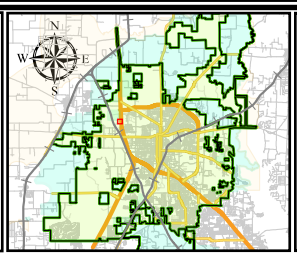
property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

Z24-0013
1-Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Roads
- Site Location
- Parcels



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CITY OF DENTON
Development Services · GIS
Date: 10/1/2024

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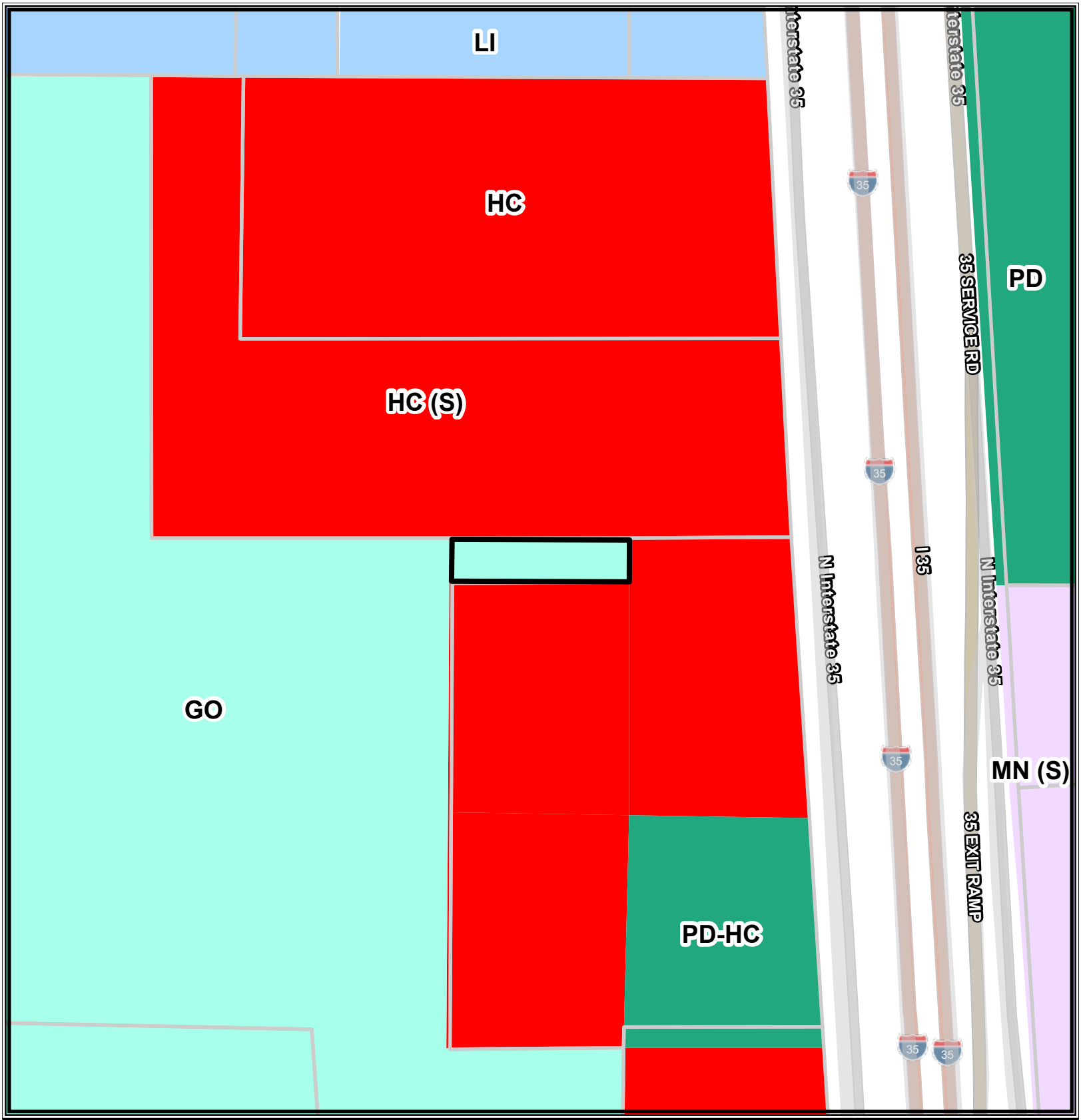
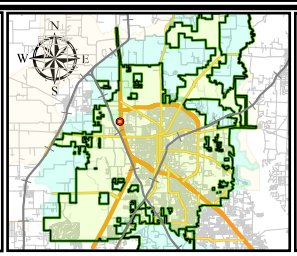
Z24-0013
Current Zoning Map



Roads
Parcels

Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



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CITY OF DENTON
Development Services · GIS
Date: 9/12/2024

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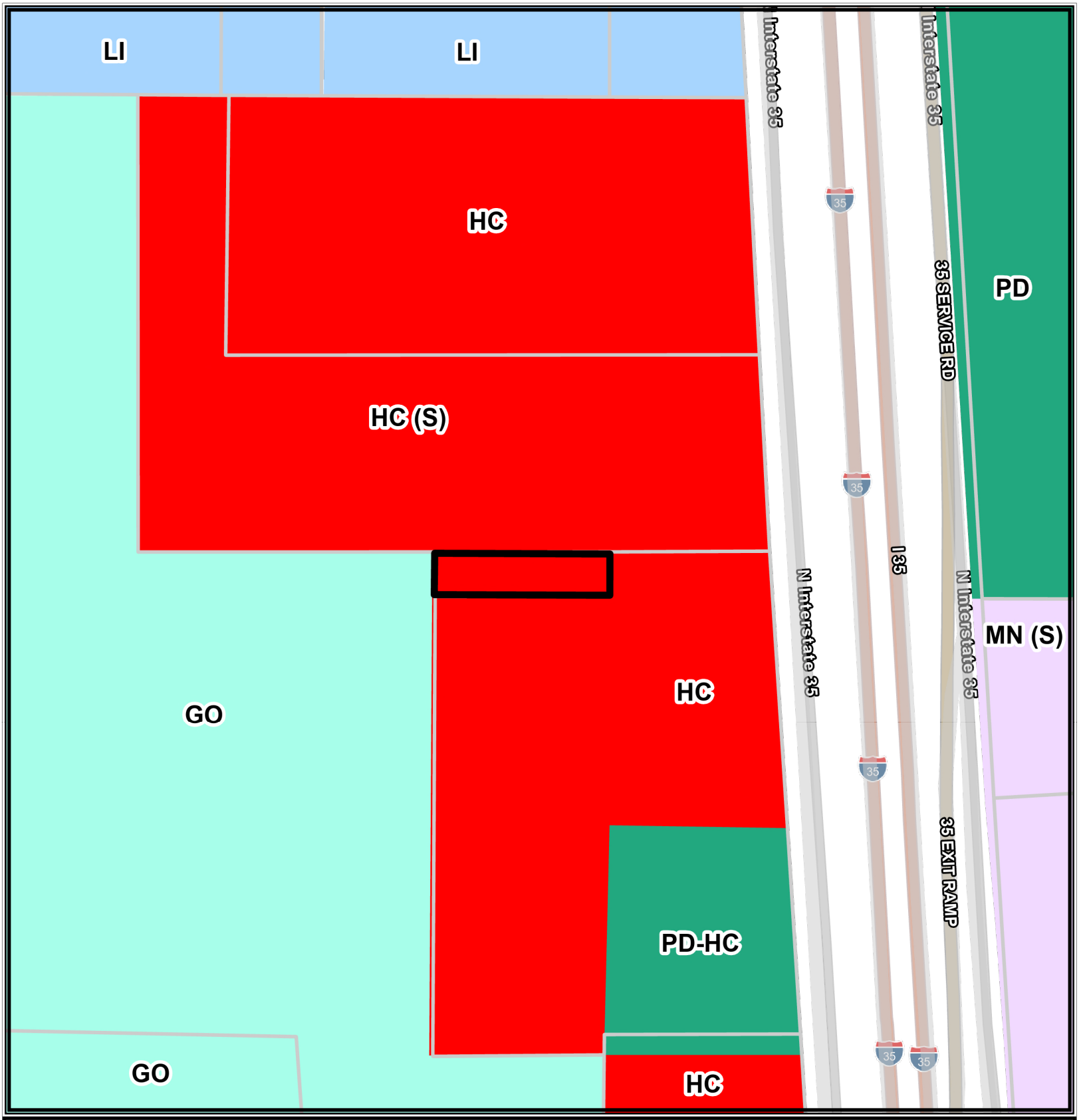
ZCP24-0013
Proposed Zoning Map



Roads
Parcels

Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY

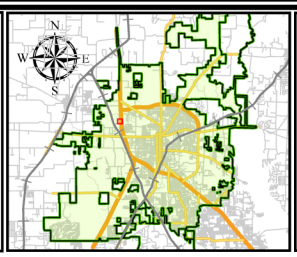


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Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Residential Uses																	
HOUSEHOLD LIVING																	
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+										5.3.3G
GROUP LIVING																	
Chapter House							S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	P								
Elderly Housing						S+	S+	P+	P+	P+	S+	S+					5.3.3H
Group Home	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+							5.3.3IJ
Public, Institutional, Religious, and Civic Uses																	
COMMUNITY AND CULTURAL FACILITIES																	
Airport, City-Owned																P	
Cemetery, City-Owned																P	

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Cemetery, Privately-Owned	S+		S+							S+	S+	S+	S+	S+		S+	5.3.4I
Club or Lodge	P	S	S	S	S	S	S+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility									S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
EDUCATIONAL FACILITIES																	
Business or Trade School								P+	P+	P+	P+	P	P	P	P		5.3.4E
College or University									P	P			P				
School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P			P	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
HEALTHCARE FACILITIES																	
Hospital Services										P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P	P+	P	P	P			5.3.4H
Commercial Uses																	
AGRICULTURAL AND ANIMAL USES																	
General Agriculture	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5A
Commercial Stable	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Kennel	P+	S+	S+								P+	P+	S+	P+	P+		5.3.5C
Urban Farm	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Clinic	P	S	S					P	P+	P	P	P	P	P			5.3.5D
RECREATION AND ENTERTAINMENT																	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+							S+	P+		5.3.5E
FOOD AND BEVERAGE SERVICES																	
Bar, Tavern, or Lounge								S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G
Private Club	P+							P+	P+	P+	P+			P+	P+		5.3.5H

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	
Restaurant								P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	P+	P+	P+	P+	P+			5.3.5J
OFFICE, BUSINESS, AND PROFESSIONAL SERVICES																	
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	P	P	P	P	P	P	P		
PERSONAL SERVICES																	
Laundry Facility, Industrial												S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P	P	P	P	P		5.3.5O
Personal Service, General								P	P	P	P	P	P	P			
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+					5.3.5P
RETAIL SALES																	
Building Materials and Supply Store											S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop									P	P	P	P					
LODGING FACILITIES																	
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+									5.3.5T
VEHICLES AND EQUIPMENT																	
Auto Wash										P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U
Automotive Repair Shop, Major										P+	P+	P+	S+	P+	P+		5.3.5V

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Automotive Repair Shop, Minor								S+		P+	P+	P+	P+	P+	P+		5.3.5W
Automotive Sales or Leasing												P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard														S+	P+		5.3.5X
Equipment Sales and Rental												S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use									P	P	P	P	P	P	P		
Travel Plaza												P		P	P		
ADULT ENTERTAINMENT ESTABLISHMENTS																	
Sexually Oriented Business															S+		5.3.5Z
Industrial Uses																	
MANUFACTURING AND PROCESSING																	
Craft Alcohol Production								S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S														S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: *Gas Wells*
Manufacturing, Artisan								P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact									S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact													S	S	P		
Manufacturing, High-Impact															S		
Commercial Incinerator, Transfer Station															S		
Data Center, Modular														S+	S+	S+	5.3.6I
Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
STORAGE AND WAREHOUSING																	
Outdoor Storage (as a Primary Use)														S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	P+	S+	P+	P+	P+		5.3.6F.1
Storage of Hazardous Materials															S		
Warehouse and Wholesale Facility										S+	S+	P	P	P	P		5.3.6G.4.a
Public and Semi-Public Utility Uses																	
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A
Solar Collector as Principal Use	S+												S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)															S+	S+	5.3.7C
Wireless Telecommunications	See Section 5.6: *Wireless Telecommunications Facilities*																
Accessory Uses																	
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A
Donation Box																	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C
Outdoor Storage, Accessory												P+	P+	P+	P+	P+	05.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4D.1
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																	
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open-Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

FISCAL SUMMARY

CITY OF **DENTON**

GENERAL FUND IMPACTS

Revenues	40 Year Total
AD VALOREM TAXES	$28,800
RETAIL SALES TAX	
Direct Project Retail Sales Tax Revenue	$0
Net New Resident + New Commuters Retail Sales Tax Revenue	$0
OTHER TAXES (Mixed Beverage)	$0
LICENSE & PERMITS	
Zoning Fees	$8,700
Building Permits	$0
Certificate of Occupancy	$0
Beer & Wine Permits	$0
SERVICE FEES	
Restaurant Inspections	$0
Grocery Store Inspections	$0
Swimming Pool Inspections	$0
Electrical Inspections	$0
Plumbing Inspections	$0
Development Fees	$1,400
Plan Review Fees	$0

Expenses	40 Year Total
Neighborhood	$0
Public Safety	$0
Transportation	$0
Admin & Community Services	$0

OTHER FUND REVENUES

TOURISM & CONVENTION SALES TAX	$0
ENTERPRISE UTILITY FUNDS	
Electric Charge	$9,900
Water Charge	$17,100
Wastewater Charge	$11,800
Drainage Charge	$12,300
Solidwaste Charge	$0
WATER IMPACT FEE	$0
WASTEWATER IMPACT FEE	$0
TOTAL ROADWAY IMPACT FEE	#N/A
TOTAL PARKS LAND DEDICATION & DEV. TRUST	$0
TREE MITIGATION	$0

ROADWAY MAINTENANCE

ROADWAY MAINTENANCE	$0

New Residents From Residential

0

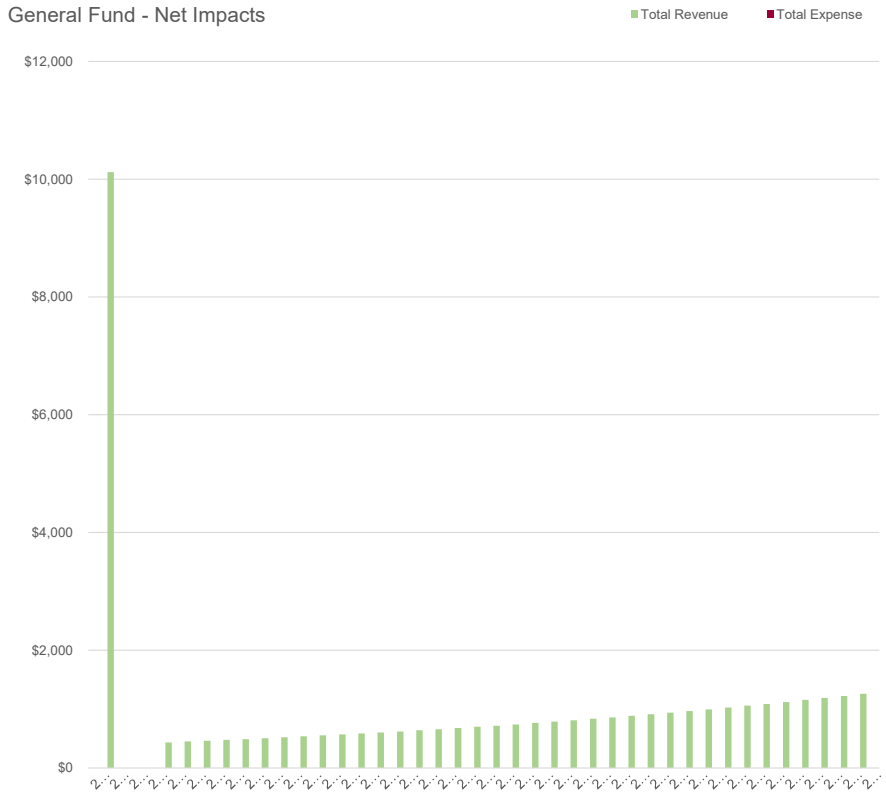
New Workers From Non-Residential *

0

* Calculations based on new commuters not total new workers in order to not double count with new residents

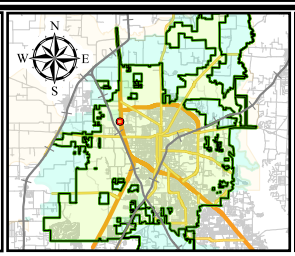
General Fund Impact Summary

General Fund - Total Revenue	General Fund - Total Expenses	General Fund - Net Impact
$38,900	$0	$38,900



Z24-0013
Notification Map

Roads
Parcels
COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



0 55 110 220 Feet

CITY OF DENTON
Development Services · GIS
Date: 9/12/2024

"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 relati
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."

PUBLIC HEARING NOTIFICATION SIGN
AFFIDAVIT OF SIGN POSTING

Project No. Z24-0013 \ FR24-0009 (Paid)

Date of Planning and Zoning Commission Meeting: October 9, 2024

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number Z24-0013 located at 4901 N I-35 Denton, TX 76207.

Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.

Posting of said signs was accomplished on 9-7, 2024. Said signs have been posted in a manner which provides an unobstructed view and which allows clear reading from the public right(s)of-way along I-35. Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body.

I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the September day of 12, 2024.

McKinley R Semrau
Signature of Applicant or Authorized Representative for Project No. Z24-0013

McKinley R. Semrau
Printed Name of Applicant or Authorized Representative for Project No. Z24-0013

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this 12 day personally appeared McKinley Semrau (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct." SUBSCRIBED AND SWORN TO before me, this the 12 day of September, 2024.

Brandy Ramos
Notary Signature (seal)

BRANDY RAMOS
Notary Public, State of Texas
Notary ID#: 130649835
My Commission Expires 05-04-2028

PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.***

STAFF USE ONLY:

Date/Time submitted: September 12, 2024 Verified by: Ashley Ekstedt

35 RV SUPERCENTER
RV SERVICE
PARTS & SERVICE
CITY OF DENTON
Notice of Public Hearing
Project Number: Z24-0013
Project Name: i35 RV
Request: Rezoning from GO to HC
For more information:
www.cityofdenton.com/public-meetings
CALL: (940) 329-8600

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM A GENERAL OFFICE (GO) DISTRICT TO A HIGHWAY CORRIDOR (HC) DISTRICT ON APPROXIMATELY .358 ACRES OF LAND GENERALLY LOCATED ON THE WEST SIDE OF I35E APPROXIMATELY 1,500 FEET NORTH OF SCHUYLER STREET IN THE CITY OF DENTON, DENTON COUNTY, TEXAS; ADOPTING AN AMENDMENT TO THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR A PENALTY IN THE MAXIMUM AMOUNT OF $2,000.00 FOR VIOLATIONS THEREOF; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Z24-0013a)

WHEREAS, RV Land Acquisitions, LP, requested to rezone approximately .358 acres of land from General Office (GO) District to Highway Corridor (HC) District, legally described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, on October 9, 2024, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval (4-1) of the request; and

WHEREAS, on December 3, 2024, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for establishing a zoning district change for the Property, have determined that the proposed use is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The zoning district and use classification for the Property is hereby changed to Highway Corridor (HC) District.

SECTION 3. The City's official zoning map is hereby amended to show the established zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor 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
Legal Description

BEING a tract of land situated in the B.B.B. & C. RR. Co. Survey, Abstract No. 141, in the City of Denton, Denton County, Texas and being a portion of a called 91.692 acre tract described in a Special Warranty Deed to BCOM LAND, LLC, as recorded in document No. 2024-41140 of the Official Records of said county, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the most westerly northwest corner of Lot 1R, Block A of I-35 RV Center, an addition to the City of Denton, Texas, according to the Final Plat thereof, recorded in Document No. 2019-298 of the Plat Records of said county, same being an inner “L” corner of said 91.692 acre tract; THENCE North 00°38'36" East, crossing said 91.692 acre tract, a distance of 60.70 feet to a 1/2 inch iron rod with a yellow cap, stamped "Trinity 6854", set on the southerly line of Lot 1, Block B of Western Hills Business Park, an addition to the City of Denton, Texas, according to the Final Plat thereof, recorded in Cabinet M, Page 300 of said Plat Records, common to a north line of said 91.692 acre tract, said point bears South 89°45'46” East, a distance of 430.62 feet from a 1/2 inch iron rod found for an inner "L" corner of said 91.692 acre tract and the southwest corner of said Lot 1, Block B;

THENCE South 89°45'46" East, with said common line, a distance of 257.30 feet to a 1/2 inch iron rod found for the most northerly northwest corner of said Lot 1R, Block A and a northeast corner of said 91.692 acre tract;

THENCE South 00°10'06" West, with the most northerly west line of said Lot 1R, Block A and an east line of said 91.692 acre tract, a distance of 60.55 feet to a PK nail found for a southeast corner of said 91.692 acre tract and an inner “L” corner of said Lot 1R, Block A;
THENCE North 89°47'44" West, with the most westerly north line of said Lot 1R, Block A, and a south line of said 91.692 acre tract, a distance of 257.80 feet to the POINT OF BEGINNING and containing 15,613 square Feet or 0.358 acres of land, more or less.

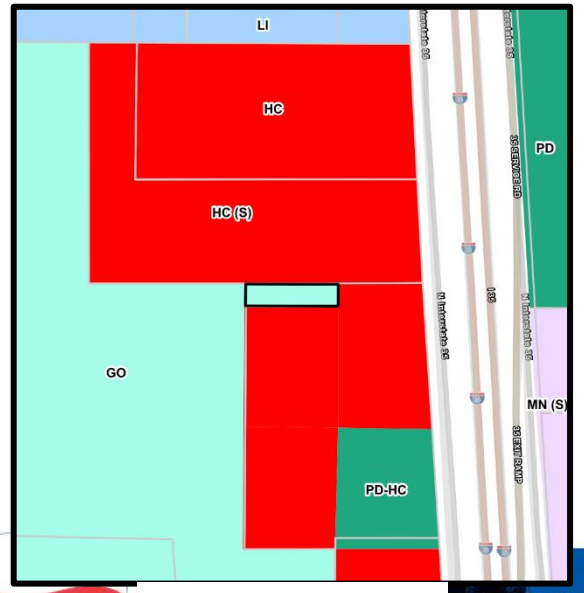
Z24-0013a
I35 RV Supercenter

Ashley Ekstedt, AICP
Associate Planner

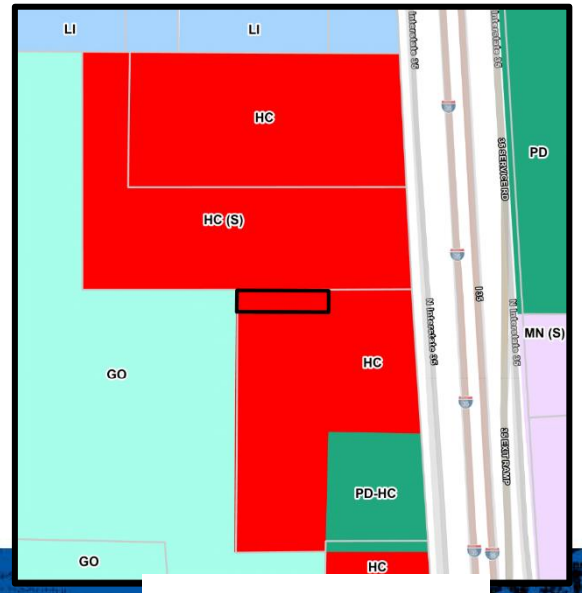
December 3, 2024

Request

- General Office (GO) Zoning District to a Highway Corridor (HC) Zoning District
- Approximately .358 acres
- Undeveloped; will be platted as a part of the existing RV Sales use
- Purpose: To address nonconformities



EXISTING ZONING



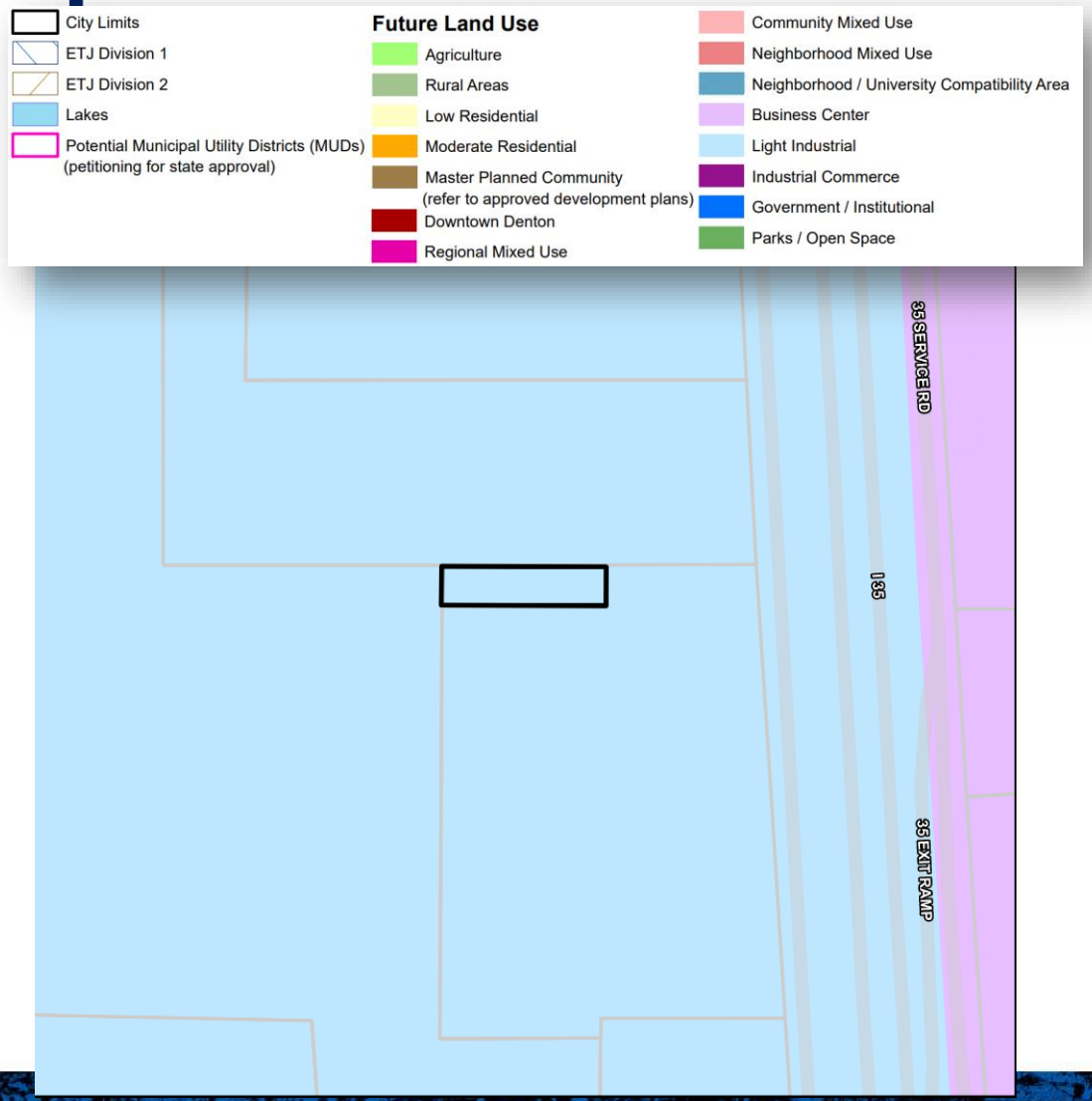
PROPOSED ZONING

Future Land Use Map and Zoning Purpose Statement

- Light Industrial Future Land Use designation

- The Light Industrial designation is intended for tracts of land that are appropriate for light industrial activity. Primary uses include light manufacturing, assembling, and warehousing and distribution, and include **associated supporting uses**, such as offices, **retail**, and restaurants. Light Industrial areas should have adequate access to infrastructure, including the transportation network.

- Purpose of HC zoning is to provide **high-intensity commercial uses** along the **city's busiest and most visible thorough-fares**. The HC district applies to areas along **highly visible commercial corridors** in the city where elevated design and aesthetic qualities are desired. While the HC district is primarily auto-oriented, it provides a safe environment for pedestrians and cyclists.



Criteria for Approval – Development Code

General Approval Criteria for All Applications (Sec. 2.4.5E)

1. General Criteria
2. Prior Approvals
3. Consistent with the Comprehensive Plan and Other Applicable Plans
4. Compliance with this DDC
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. Minimizes Adverse Environmental Impacts
8. Minimizes Adverse Impacts on surrounding Property
9. Minimizes Adverse Fiscal Impacts
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Zoning Criteria for Approval (Sec 2.7.2.D)

a. The proposed rezoning is consistent with the Future Land Use Map designation.
b. The proposed rezoning is consistent with relevant Small Area Plan(s).
c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.
d. There have been or will be significant changes in the area to warrant a zoning change.
e. The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.
f. Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.
g. There was an error in establishing the current zoning district.

Summary:

- ✓ Proposal is consistent with the goals and policies and the Future Land Use Map of the Denton 2040 Comprehensive Plan.
- ✓ Proposal is consistent with HC Zoning District purpose statement.
- ✓ Zoning is not expected to generate significant adverse environmental, infrastructure, or fiscal impacts.
- ✓ Zoning is not expected to have adverse impacts on surrounding properties.

Notification

- **Newspaper Ad:** September 21, 2024
- **Website:** September 19, 2024
- **Property Posted:** August 27, 2024
- **Mailed Notices:**

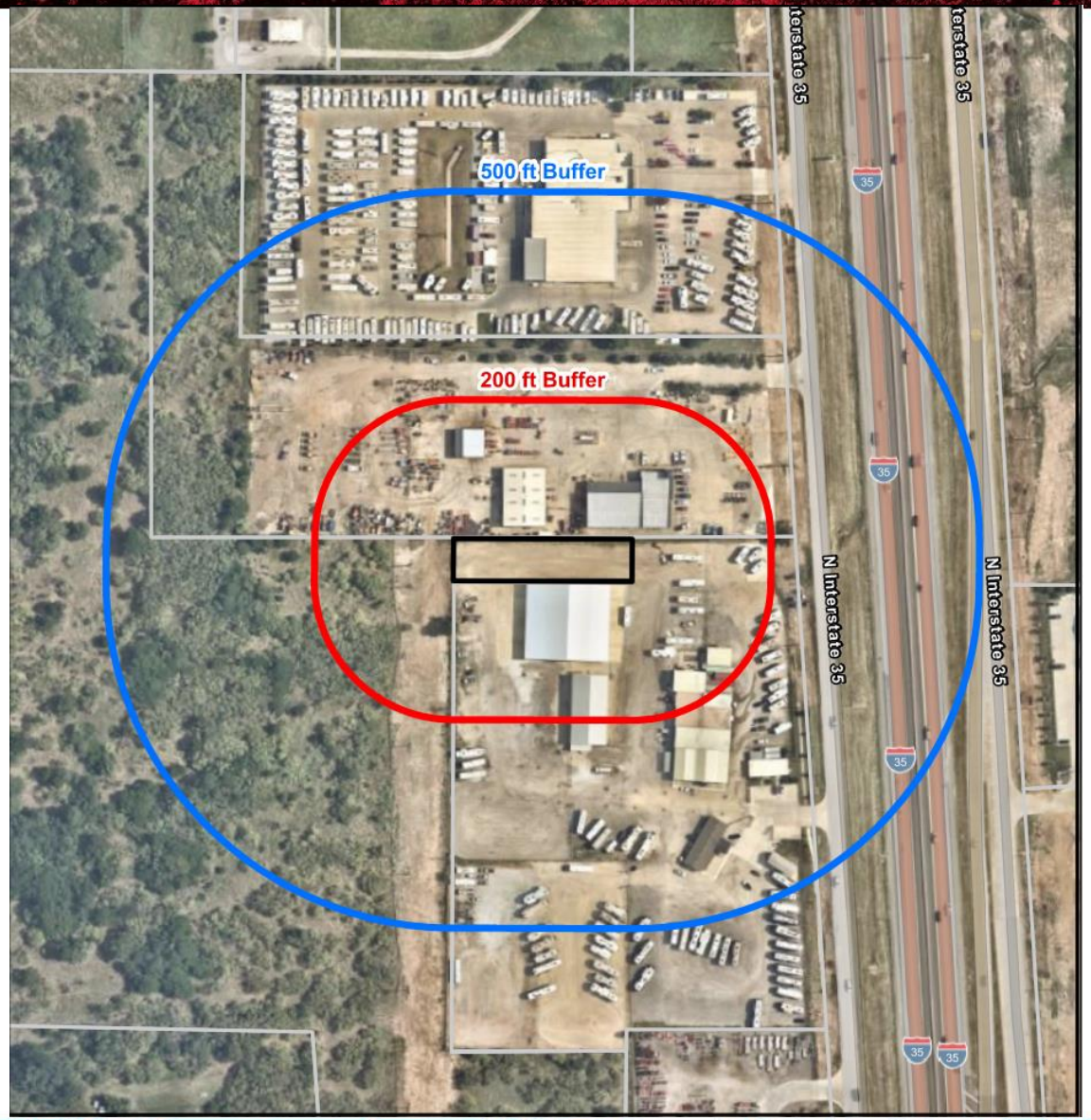
  200 ft. Public Notices mailed: 3

  500 ft. Courtesy Notices mailed: 3
- **Responses:**

  In Opposition: 0

  In Favor: 0

  Neutral: 0



Recommendation

Staff recommends **approval** of the zoning change request to a Highway Corridor (HC) Zoning District as it complies with the criteria in Section 2.4.5E of the Denton Development Code for approval of all applications, and Section 2.7.2D of the DDC for approval of a Zoning Map Amendment (Rezoning).

The Planning & Zoning Commission recommended approval [4-1].

QUESTIONS?

Ashley Ekstedt, AICP
Associate Planner
Development Services

File #: Z24-0011a, **Version:** 1

AGENDA CAPTION

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a request to rezone approximately 10.51 acres of land from Residential 6 (R-6) District to Public Facilities (PF) District generally located on the south side of Mills Road, approximately 1,900 feet east of North Mayhill 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 a severability clause and an effective date. The Planning and Zoning Commission voted (4-0) to recommend approval of the request. Motion for approval by Commissioner Villareal and second by Commissioner Padron. (Z24-0011a, DISD Transportation Facility, Julie Wyatt)

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Cassey Ogden

DATE: December 3, 2024

SUBJECT

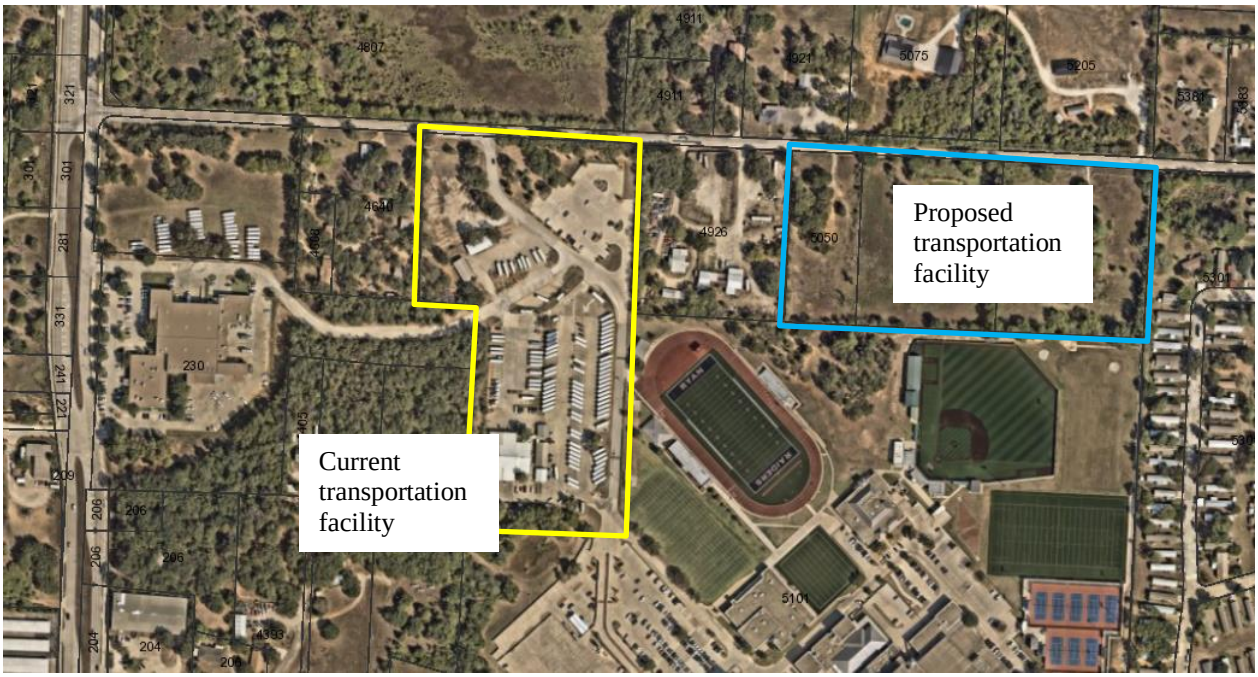
Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a request to rezone approximately 10.51 acres of land from Residential 6 (R-6) District to Public Facilities (PF) District generally located on the south side of Mills Road, approximately 1,900 feet east of North Mayhill 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 a severability clause and an effective date. The Planning and Zoning Commission voted (4-0) to recommend approval of the request. Motion for approval by Commissioner Villareal and second by Commissioner Padron. (Z24-0011a, DISD Transportation Facility, Julie Wyatt)
https://dentontx.new.swagit.com/videos/320039?ts=8953

BACKGROUND

The applicant, Anthony Milbitz with Teague, Nall, and Perkins, on behalf of the property owner, Denton Independent School District (DISD) is requesting to rezone a 10.5-acre tract from Residential 6 (R6) District to Public Facilities (PF) district to facilitate the relocation of the district's transportation facility.

The DISD transportation facility provides a secure location to manage, store, and maintain the district's bus fleet. It includes offices, parking for drivers, maintenance bays, and fueling pumps. The current transportation facility (outlined in yellow below) is located approximately 420 feet west of the proposed facility (outlined in blue below). A planned expansion of the Ryan High School campus facilities has necessitated the relocation of the transportation facility.

[*Continued on next page*]



Given the activities and design considerations associated with the proposal, the transportation facility is classified as a Community Service use in Subchapter 9 of the Denton Development Code (DDC):

> **Community Service:** A structure or group of structures that are governmentally owned or controlled for social, educational, and/or recreational activities. Community Service facilities include federal, state, county, and City of Denton activities. Fire stations, libraries, and civic buildings are included in this definition.

Community Service is permitted in both the existing R6 District and the proposed PF District, thus development of the transportation facility would not require rezoning. **However, the purpose of PF District is to provide adequate lands for public and quasi-public community uses and services, including but not limited to fire stations, schools, libraries, community centers, hospitals, civic buildings, open space, parks, utilities, and other public-related facilities. The request is consistent with current practice of zoning all government-owned property as PF District and the purpose of the district.**

It should be noted that while the property is currently owned by DISD, and the intent is to develop a transportation facility, if the rezoning is approved, any use permitted in the PF District could be developed as shown in DDC 5.2.3, Table of Allowed Uses (Exhibit 7).

A full Staff Analysis is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

The Planning and Zoning Commission held a public hearing for the request at their November 13, 2024 meeting. During the meeting, staff presented the development proposal, land use analysis, and recommendation. One member of the community spoke in favor of the request but noted that traffic on Mills Road can create safety concerns for pedestrians and motorists. According to the 2022 Mobility Plan, Mills Road is classified as a Secondary Arterial roadway, which requires 110 feet of right-of-way and four travel lanes separated by a median; however, it is currently constructed with two 11-foot-wide lanes, intermittent curb and gutter, and no sidewalks. While there are no current plans to improve Mills Road to Secondary Arterial standards, Staff has provided the resident concerns to Transportation Services for further evaluation. The Commission inquired as to the rationale for the relocation of the transportation facility, and the applicant explained that they would ultimately have twice as much space at the new location.

OPTIONS
1. Approve
2. Deny
3. Postpone item.

RECOMMENDATION
The Planning and Zoning Commission recommended approval of the request (4-0).

Staff recommended approval of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.2.D of the DDC for approval of a zoning change.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

Date	Council, Board, Commission	Request	Action
2002	City Council	Citywide rezoning from Agriculture (A) to Neighborhood Residential 6 (NR-6)	Approved
October 2019	City Council	Zoning transition from NR-6 to Residential 6 (R6)	Approved
November 13, 2024	Planning and Zoning Commission	Rezoning from R6 to Public Facilities (PF)	Recommended approval

PUBLIC OUTREACH:
Twelve were sent to the subject properties and property owners within 200 feet of the subject properties, and 74 postcards were mailed to current residents within 500 feet of the subject property. As of the writing of this report, the City received one neutral response from a community member who, like the speaker at the Planning and Zoning Commission, expressed overall concerns with safety on Mills Road.

A notice was published in the Denton Record Chronicle on November 16, 2024.

A notice was published on the City's website on November 13, 2024.

Two signs were posted on the property on November 3, 2024.

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 - Current Zoning Map
Exhibit 5 - Proposed Zoning Map
Exhibit 6 - Future Land Use Map
Exhibit 7 - Comparison of Permitted Uses
Exhibit 8 - Fiscal Impact Analysis Summary
Exhibit 9 - Notification Map and Responses
Exhibit 10 - Presentation

Respectfully submitted:
Tina Firgens, AICP
Deputy Director of Development Services/Planning Director

Prepared by:
Julie Wyatt, AICP
Principal Planner

Planning Staff Analysis
Z24-0011/DISD Transportation Facility
City Council District #2

REQUEST:
Request to rezone approximately 10.51 acres from Residential 6 (R6) to Public Facilities (PF) District.

SITE DATA:
The 10.51-acre subject site includes two platted lots and one unplatted tract of land located on the south side of Mills Road and abutting the north boundary of the Ryan High School campus. The easternmost tract of the subject property was previously developed with a rural residence, and a small pond associated with prior agricultural use of the land exists on the central lot. The site does not contain any Environmentally Sensitive Areas or floodplain.

The subject property has approximately 980 feet of frontage on Mills Road. Mills Road is classified as a Secondary Arterial roadway in the 2022 Mobility Plan, which typically requires 110 feet of right-of-way and four travel lanes separated by a median. Ten-foot-wide multi use paths are intended to run along both sides of a Secondary Arterial. Currently, the road is constructed with two 11-foot-wide lanes, intermittent curb and gutter, and no sidewalks.

Overall, while some areas east of Mayhill Road between East McKinney Street and East University Drive remain undeveloped or agricultural in use, existing development generally becomes more intense south of Mills Road. Surrounding development includes a range of residential uses from very low-density single-family dwellings north of Mills Road and higher density manufactured home developments, commercial, and institutional facilities south of Mills Road. Additional detail regarding the adjacent land uses and zoning pattern of the area is provided below.

SURROUNDING ZONING AND USES:

Northwest: Zoning: Rural Residential (RR) District and Extraterritorial Jurisdiction (ETJ) Use: Single-family detached residential	North: Zoning: RR District and ETJ Use: Single-family detached residential	Northeast: Zoning: RR District Use: Single-family detached residential
West: Zoning: Residential 6 (R6) District Use: Heavy Commercial (auto-related)	**SUBJECT PROPERTY**	East: Zoning: R2 District Use: Manufactured Home Development
Southwest: Zoning: Public Facilities (PF) District Use: High School Campus and school transportation facility	South: Zoning: PF District Use: High School Campus	Southeast: Zoning: R2 District Use: Manufactured Home Development

[*Continued on next page*]

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

   a. *Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.*
   The review criteria were applied as required.

   b. *The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.*
   Section 2.7.2.D of the DDC applies to this rezoning request. An analysis of this request per those criteria can be found below in Consideration B.

   c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls*.
   There are no conflicts between the general criteria and the criteria specific for zoning requests.

2. *Prior Approvals*
   Apart from the 2002 City-wide rezoning and the 2019 DDC implementation, there are no prior approvals for the site.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*
   The decision–making authority:

   a. *Shall weigh competing goals, policies, and strategies.*
   There are no competing goals, policies, or strategies with this proposal.

   b. *May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.*

   Future Land Use

   Per the Denton 2040 Comprehensive Plan Future Land Use Map (FLUM), the subject property is designated as Low Residential. This land use designation applies to predominately single-family subdivisions, up to 5 dwelling units per acre. This category may also include land uses that support residential neighborhoods, such as neighborhood scaled commercial at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.

   The proposed PF District is consistent with the Future Land Use Designation, as it would facilitate development of a public use to further the educational mission of DISD and serve the community. Furthermore, the site's location on a Secondary Arterial roadway, outside of the nearby established neighborhoods meets the intent of Low Residential.

Education

According to the Denton 2040 Comprehensive Plan Element 7, DISD is the number one fastest-growing school district in North Texas. As residential development continues to occur in and around Denton, DISD must keep pace with this activity, as specified by the Plan's Housing and Neighborhoods Goal 3: Maintain and improve the livability of Denton's neighborhoods through provision of adequate schools and community facilities.

The proposed rezoning would allow DISD to maintain their bus fleet and operations near its current location, adjacent to an existing school and near the district's service center, thus continuing transportation support services to ensure students arrive at school safely. Therefore, it is consistent with Denton 2040 Comprehensive Plan's goals for neighborhoods and the community.

Preferred Land Preservation Plan

The site does not contain any areas identified on the Preferred Land Preservation Map.

4. *Compliance with this DDC*
   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*
      This request is for a rezoning of the subject site. All subsequent development on this site must comply with applicable standards in the DDC, including, but not limited to, minimum lot size and dimensions, building coverage, parking, tree preservation, street trees, buffers, and architectural design.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*
      If the rezoning request is approved, the proposal will be reviewed during the development and platting process to ensure conformance with all zoning, transportation, drainage, public utility, tree preservation, and subdivision requirements. Any deficiencies in the plans must be addressed prior to approval.

5. *Compliance with Other Applicable Regulations*
   This proposed rezoning complies with all other applicable regulations.

6. *Consistent with Interlocal and Development Agreements*
   There are no interlocal or development agreements for the subject site.

7. *Minimizes Adverse Environmental Impacts*
   Development of the subject site will be required to comply with the DDC regulations related to drainage and tree preservation. No Environmentally Sensitive Areas are identified on the subject property.

8. *Minimizes Adverse Impacts on surrounding Property*

   If approved, any use permitted in the PF District could be developed (see Exhibit 7); however, since the site is owned by DISD, the more intense uses such as a Landfill or Airport are unlikely. According to DISD, the subject property is intended to accommodate a relocation of the district's transportation facility from its current location approximately 420 feet to the west in order to facilitate expansion of the existing high school campus. The transportation facility provides a secure location to manage, store, and maintain the district's bus fleet. It includes offices, parking for drivers, maintenance bays, and fueling pumps. Because the proposed rezoning and subsequent development is not expected to introduce any new activities to the area, the proposal is not anticipated to create adverse impacts on the surrounding property.

   However, in order to smooth the transition between the proposal and the surrounding neighborhoods, conformance with the DDC's site design standards will be required, including the following:

   - **Street trees**: one street tree must be planted every 30 feet along all Mills Road in accordance with DDC Subsection 7.7.7.
   - **Landscaping**: per DDC Subsection 7.7.5F, parking lot screening and internal landscaping is required.
   - **Buffers**: A 15-foot-wide landscaped buffer is required along the east property boundary in accordance with DDC Subsection 7.7.6
   - **Site Design**: all nonresidential development must conform to the minimum site and building design standards in DDC Subsection 7.10.5, including building orientation, mass and form, and pedestrian connectivity.

9. *Minimizes Adverse Fiscal Impacts*

   Staff used the *Fiscal Impact Tool* to analyze the proposed rezoning. Assumptions were used to generate the overall projected General Fund revenues and expenses, including fees, roadway maintenance costs, utility usage, solid waste costs, and public safety costs. The *Fiscal Impact Summary* indicates that the proposal would result in a net $764,600 cost to the General Fund over a 40-year project duration.

   Although the proposed rezoning is not expected to result in a net positive for revenue, fiscal impacts were not used as a primary criterion for Staff's recommendation, particularly since as a government entity, DISD partners with the City to deliver necessary services. Like many government and community facilities, school buildings and associated services don't often directly generate revenue for the City, rather, they are investments in the overall quality of the life for residents.

10. *Compliance with Utility, Service, and Improvement Standards*

    This proposed rezoning will not affect utilities, services, or improvements. When the site is developed, it will be reviewed to ensure compliance with all applicable standards.

11. *Provides Adequate Road Systems*

    The applicant provided a trip generation analysis for the proposed use. Since the ITE Manual does not include a use which matches the proposal, the following table was provided using data provided by DISD and their current bus schedule:

Denton ISD				
Time	Weekdays			Notes
	In	Out	Total	
5:00 AM	30	30	60	School Bus Driver Arrival/School Bus Departure
6:00 AM	40	40	80	School Bus Driver Arrival/School Bus Departure
7:00 AM	30	30	60	School Bus Driver Arrival/School Bus Departure
8:00 AM	60		60	Office Employee Arrival/School Bus Return
9:00 AM	50		50	School Bus Return
10:00 AM - 1:00 PM				
2:00 PM		50	50	School Bus Departure
3:00 PM		50	50	School Bus Departure
4:00 PM	30	10	40	School Bus Return/Office Employee Departure
5:00 PM	40	30	70	School Bus Return/School Bus Driver Departure
6:00 PM	30	40	70	School Bus Return/School Bus Driver Departure
7:00 PM		30	30	School Bus Driver Departure
8:00 PM - 4:00 AM				

Because the trips associated with transportation facility would not exceed 1,000 per day or 100 per peak hour, a Traffic Impact Analysis was not required. Additionally, since the proposal is a relocation of the existing transportation facility that currently has access off of Mills Road, it should be noted that approval of the request would not result in a significant increase in daily trips or a change in the types of vehicles associated with the use.

Nevertheless, development of the site will require a dedicated right turn lane into the site to be constructed on Mills Road. That will allow the buses to move out of the travel lanes to make right turn movements. Additionally, a 10-foot-wide multi-use-path will be constructed along the south side of Mills Road as part of the development.

12. Provides Adequate Public Services and Facilities
The proposed rezoning is not anticipated to negatively impact public services and facilities.

13. *Rational Phasing Plan*
This proposed rezoning does not have a phasing plan.

B. Section 2.7.2.D of the DDC states that an application for a rezoning may be approved based on the following conditions:

a. *The proposed rezoning is consistent with the Comprehensive Plan.*
As discussed in A.3.b above, the proposed zoning of PF District is consistent with the goals and Future Land Use designation of the Denton 2040 Comprehensive Plan and will permit the development of a facility to meet the needs of DISD students and parents.

b. The proposed rezoning is consistent with relevant Small Area Plan(s).
There is no small area plan approved for this site.

c. The proposed rezoning is consistent with the purpose statement of the proposed zoning district, as provided in Subchapter 3, Zoning Districts.
Per Section 3.5.4A, "The PF district is intended to provide adequate lands for public and quasi-public community uses and services, including but not limited to fire stations, schools, libraries, community centers, hospitals, civic buildings, open space, parks, utilities, and other public-related facilities."

The proposed PF District is consistent with the purpose statement, as the site will provide for a necessary supporting facility to support the needs of Denton students and parents.

d. *There have been or will be significant changes in the area to warrant a zoning change.*

Residential growth has expanded in all parts of Denton, creating the need for larger school campuses with better designed facilities. In order to meet the demand, DISD continues to reconfigure existing campuses where possible and add new facilities when needed. In this case, DISD acquired the subject property for a new transportation facility, allowing the district to repurpose the site of the current transportation facility for new parking and athletic grounds on the Ryan High School campus.

e. *The intensity of development in the new zoning district is not expected to create significantly adverse impacts to surrounding properties or the neighborhood.*

As discussed above, while the PF District allows for some intense uses, they are unlikely to develop primarily due to ownership of the land by DISD. Furthermore, the proposed transportation facility would not introduce any new uses or activities to the area, as the existing facility is located approximately 420 feet from the subject property. Finally, development of the site must meet all current design standards, minimizing any potential impacts.

f. *Public facilities and services are available to adequately serve the subject property while maintaining adequate level of service to existing development.*

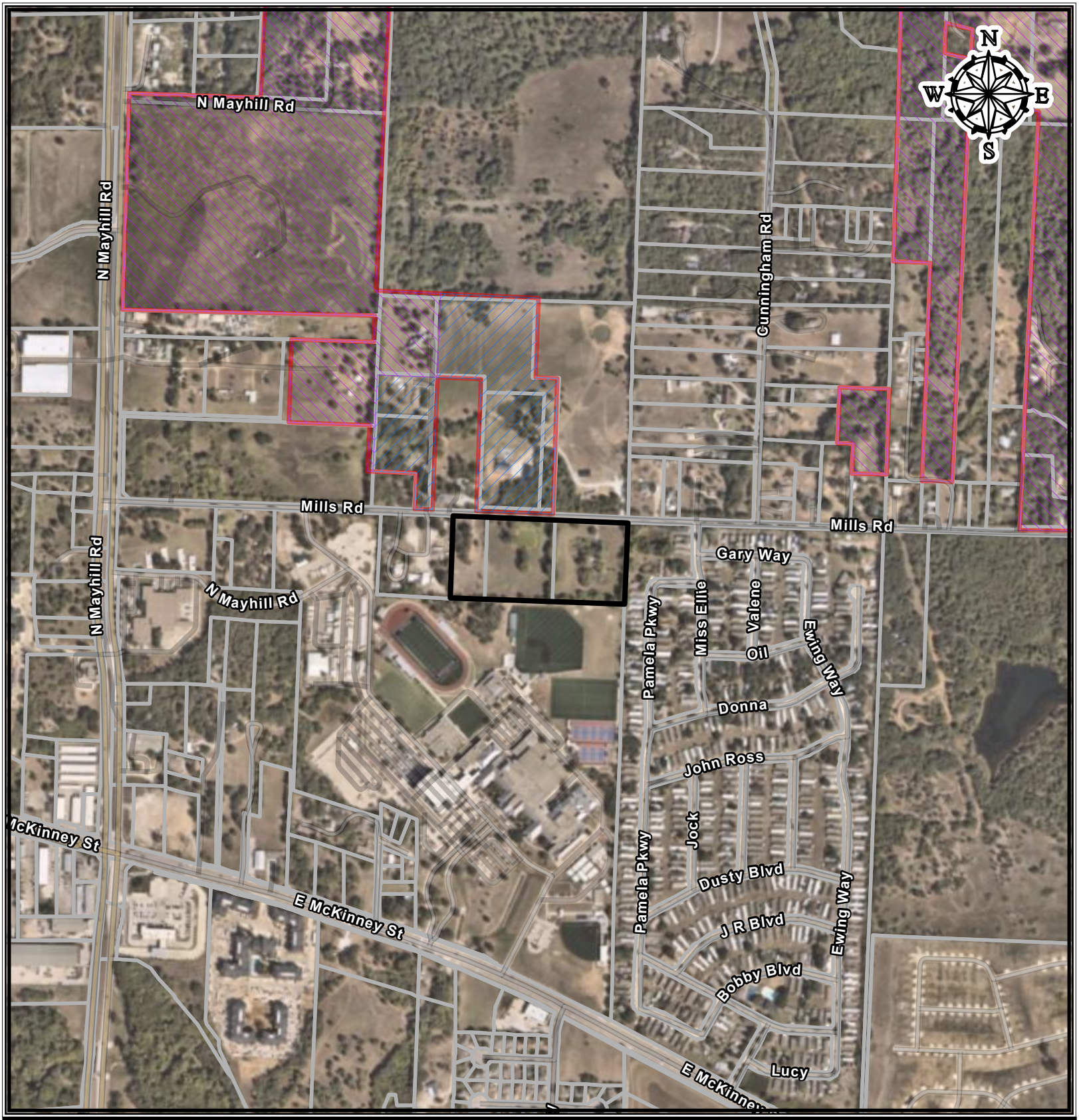
Water and Wastewater
Development of the site will require an extension of both water and wastewater facilities along the Mills Road frontage.

Nearest Fire Station
The subject property is approximately 1.5 miles from Fire Station #2 (110 Mockingbird Lane), within the eight minute or less response time boundary.

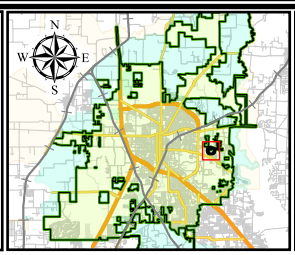
Parks
The Park Dedication Ordinance (98-039 & 22-254) only pertains to residential developments of 5 or more dwelling units and thus would not be applicable.

g. *There was an error in establishing the current zoning district.*
There was not an error in the assignment of the current zoning district.

Z24-0011
Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



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CITY OF DENTON
Development Services · GIS
Date: 11/7/2024

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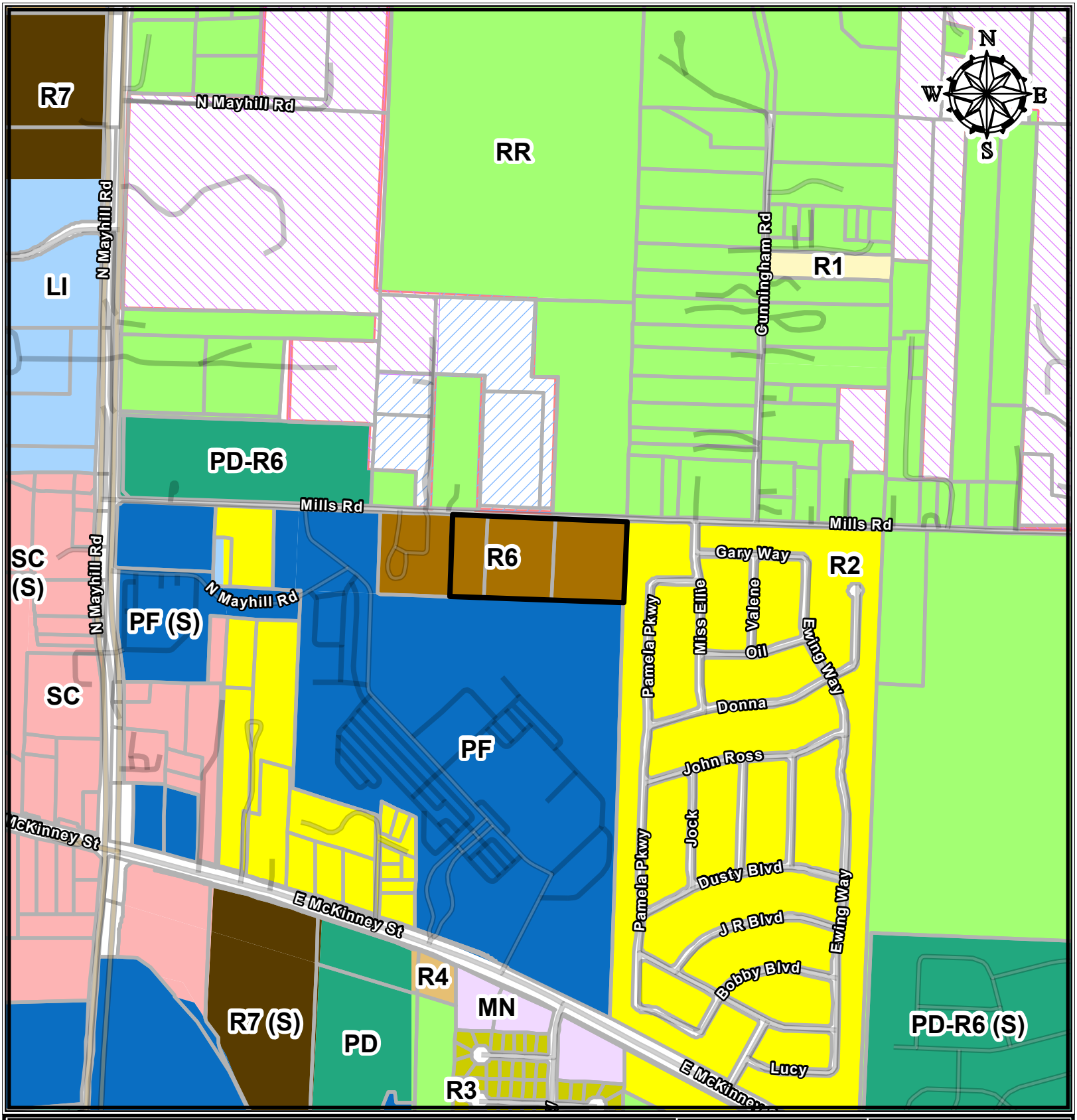
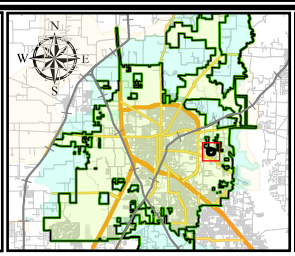
property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

Z24-0011
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



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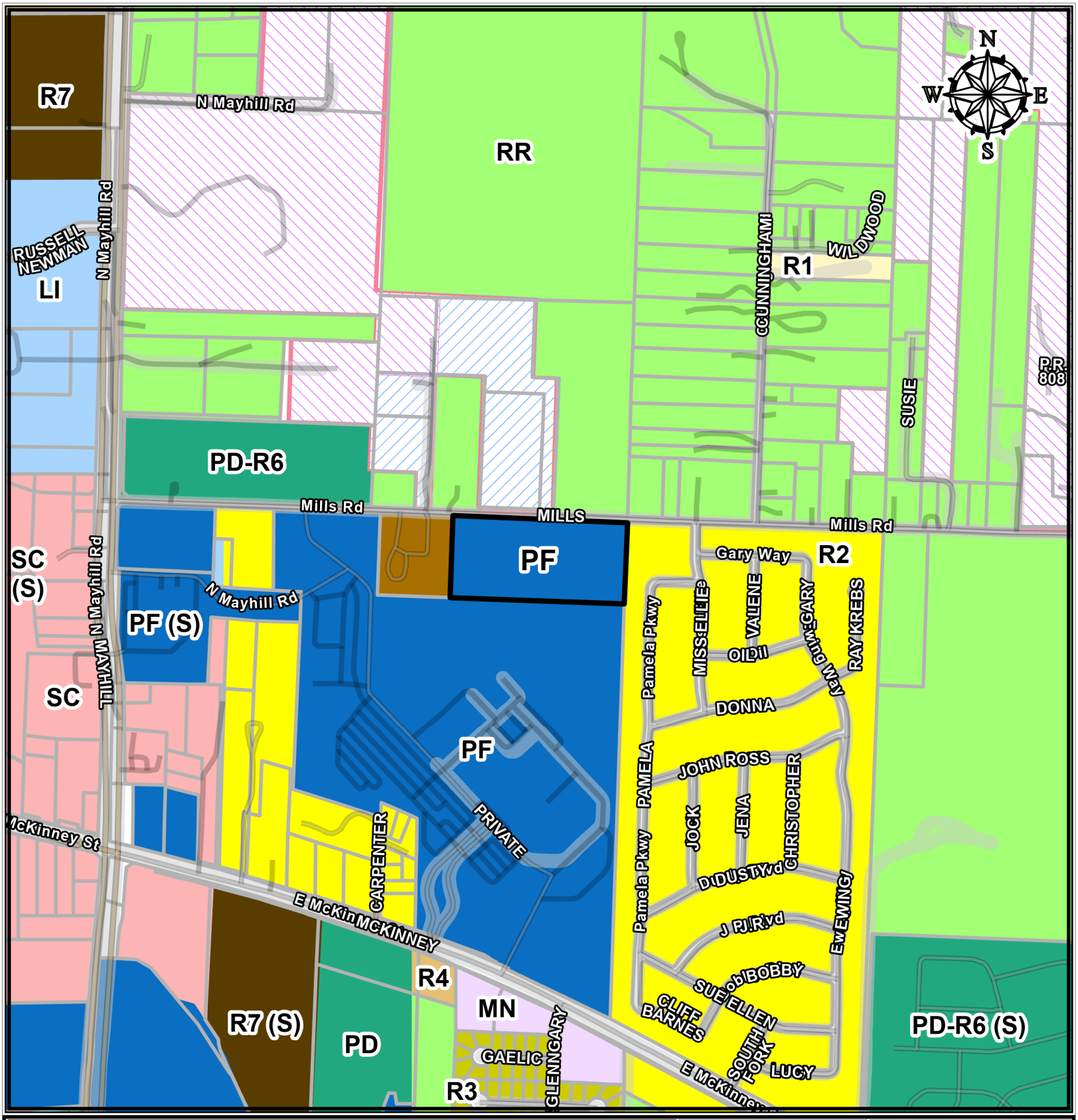
Z24-0011
Proposed Zoning Map



Roads

Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
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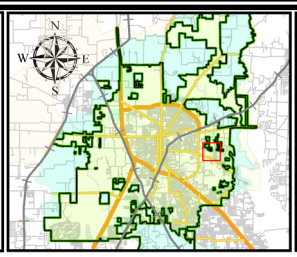
- MPC
- OVERLAY



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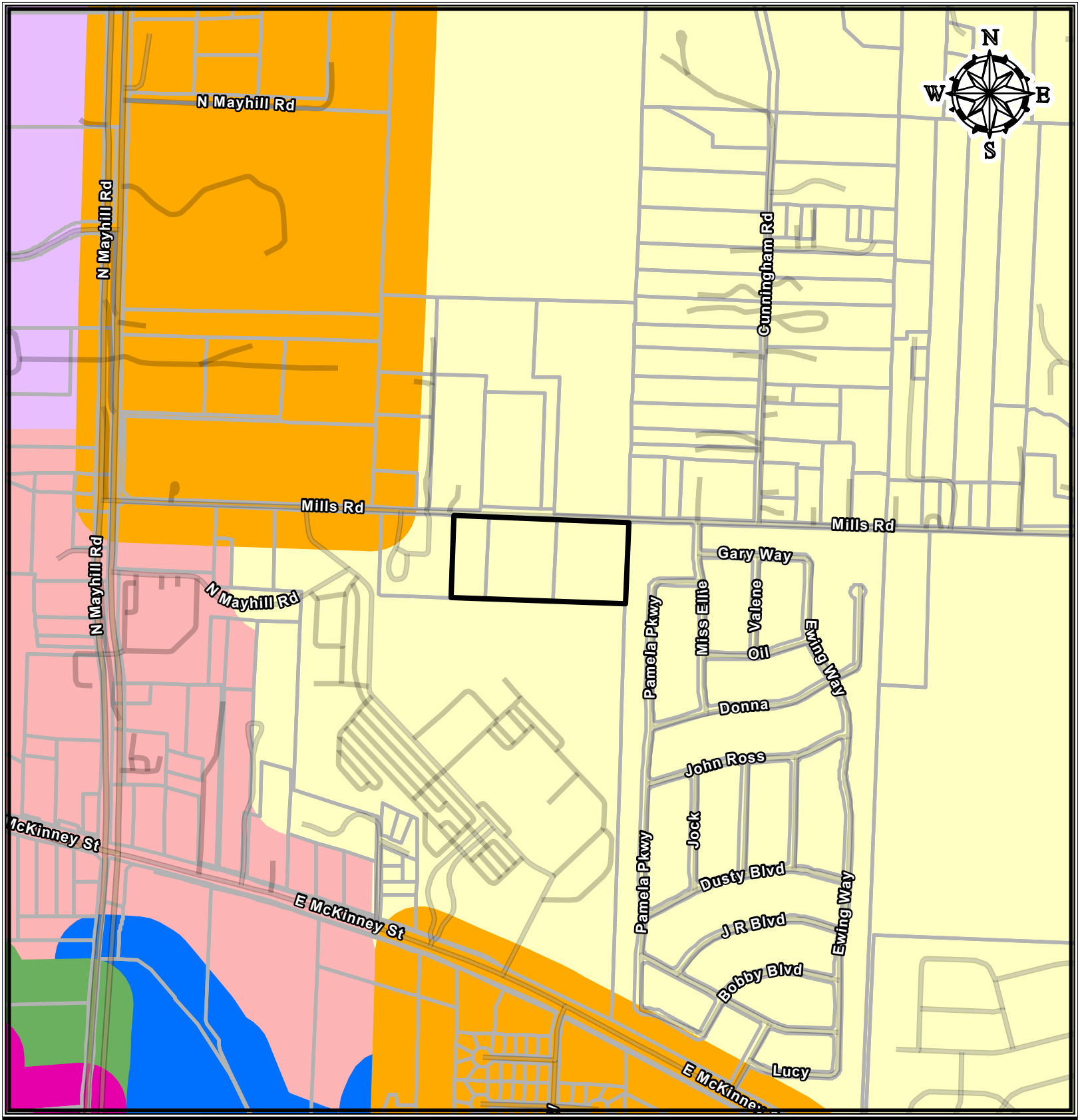
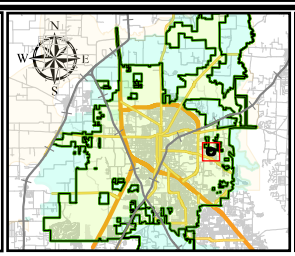
Z24-0011
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location



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cross-referenced in the last column of Table 5.2-A: *Table of Allowed Uses*. Uses marked with a "+" following the "P" or "S" in a zoning district indicates that use-specific standards apply to that use type in that zoning district. For example, "P+" indicates that a use is permitted by-right, but that additional standards apply in that zoning district.

5.2.2 Organization of Table

In Table 5.2-A: *Table of Allowed Uses*, land uses are classified into general use categories and specific uses based on common functional, product, or physical characteristics such as the type and amount of activity, the type of customers or residents, how goods or services are sold or delivered, and site conditions. This classification provides a systematic basis for assigning present and future land uses into appropriate zoning districts.

5.2.3 Table of Allowed Uses

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Residential Uses																	
HOUSEHOLD LIVING																	
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+										5.3.3G
GROUP LIVING																	
Chapter House							S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	P								
Elderly Housing						S+	S+	P+	P+	P+	S+	S+					5.3.3H
Group Home	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+							5.3.3IJ
Public, Institutional, Religious, and Civic Uses																	
COMMUNITY AND CULTURAL FACILITIES																	
Airport, City-Owned																P	
Cemetery, City-Owned																P	

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Cemetery, Privately-Owned	S+		S+							S+	S+	S+	S+	S+		S+	5.3.4I
Club or Lodge	P	S	S	S	S	S	S+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility									S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
EDUCATIONAL FACILITIES																	
Business or Trade School								P+	P+	P+	P+	P	P	P	P		5.3.4E
College or University									P	P			P				
School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P			P	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
School, Charter	P	P+	P+	P+	P+	P+	P+	P	P	P	P	P	P	P+	P+	P	5.3.4J
HEALTHCARE FACILITIES																	
Hospital Services										P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P	P+	P	P	P			5.3.4H
Commercial Uses																	
AGRICULTURAL AND ANIMAL USES																	
General Agriculture	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5A
Commercial Stable	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Kennel	P+	S+	S+								P+	P+	S+	P+	P+		5.3.5C
Urban Farm	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Clinic	P	S	S					P	P+	P	P	P	P	P			5.3.5D
RECREATION AND ENTERTAINMENT																	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+							S+	P+		5.3.5E
FOOD AND BEVERAGE SERVICES																	
Bar, Tavern, or Lounge								S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G

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	
Private Club	P+							P+	P+	P+	P+			P+	P+		5.3.5H
Restaurant								P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	P+	P+	P+	P+	P+			5.3.5J
OFFICE, BUSINESS, AND PROFESSIONAL SERVICES																	
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	P	P	P	P	P	P	P		
PERSONAL SERVICES																	
Laundry Facility, Industrial												S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P	P	P	P	P		5.3.5O
Personal Service, General								P	P	P	P	P	P	P			
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+					5.3.5P
RETAIL SALES																	
Building Materials and Supply Store											S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop									P	P	P	P					
LODGING FACILITIES																	
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+									5.3.5T
VEHICLES AND EQUIPMENT																	
Auto Wash										P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U

Table 5.2-A: Table of Allowed Uses

P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply

	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Automotive Repair Shop, Major										P+	P+	P+	S+	P+	P+		5.3.5V
Automotive Repair Shop, Minor								S+		P+	P+	P+	P+	P+	P+		5.3.5W
Automotive Sales or Leasing												P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard														S+	P+		5.3.5X
Equipment Sales and Rental												S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use									P	P	P	P	P	P	P		
Travel Plaza												P		P	P		
ADULT ENTERTAINMENT ESTABLISHMENTS																	
Sexually Oriented Business															S+		5.3.5Z
Industrial Uses																	
MANUFACTURING AND PROCESSING																	
Craft Alcohol Production								S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S														S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: *Gas Wells*
Manufacturing, Artisan								P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact									S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact													S	S	P		
Manufacturing, High-Impact															S		
Commercial Incinerator, Transfer Station															S		
Data Center, Modular														S+	S+	S+	5.3.6I
Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
STORAGE AND WAREHOUSING																	
Outdoor Storage (as a Primary Use)														S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	P+	S+	P+	P+	P+		5.3.6F.1
Storage of Hazardous Materials															S		
Warehouse and Wholesale Facility										S+	S+	P	P	P	P		5.3.6G.4.a

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	
Public and Semi-Public Utility Uses																	
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A
Solar Collector as Principal Use	S+												S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)															S+	S+	5.3.7C
Wireless Telecommunications	See Section 5.6: *Wireless Telecommunications Facilities*																
Accessory Uses																	
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A
Donation Box	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C
Outdoor Storage, Accessory												P+	P+	P+	P+	P+	05.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4D.1
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																	
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open-Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

GENERAL FUND IMPACTS

Revenues	40 Year Total
AD VALOREM TAXES	$0
RETAIL SALES TAX	
Direct Project Retail Sales Tax Revenue	$0
Net New Resident + New Commuters Retail Sales Tax Revenue	$84,000
OTHER TAXES (Mixed Beverage)	$0
LICENSE & PERMITS	
Zoning Fees	$16,500
Building Permits	$13,700
Certificate of Occupancy	$100
Beer & Wine Permits	$0
SERVICE FEES	
Restaurant Inspections	$0
Grocery Store Inspections	$0
Swimming Pool Inspections	$100
Electrical Inspections	$5,300
Plumbing Inspections	$200
Development Fees	$13,400
Plan Review Fees	$7,400

Expenses	40 Year Total
Neighborhood	($389,600)
Public Safety	($870,500)
Transportation	($52,600)
Admin & Community Services	($399,900)

OTHER FUND REVENUES

TOURISM & CONVENTION SALES TAX	$0
ENTERPRISE UTILITY FUNDS	
Electric Charge	$2,979,100
Water Charge	$375,600
Wastewater Charge	#N/A
Drainage Charge	$386,900
Solidwaste Charge	$931,000
WATER IMPACT FEE	$104,200
WASTEWATER IMPACT FEE	$64,800
TOTAL ROADWAY IMPACT FEE	#N/A
TOTAL PARKS LAND DEDICATION & DEV. TRUST	$0
TREE MITIGATION	$0

ROADWAY MAINTENANCE

ROADWAY MAINTENANCE	$2,336,565

New Residents From Residential

0

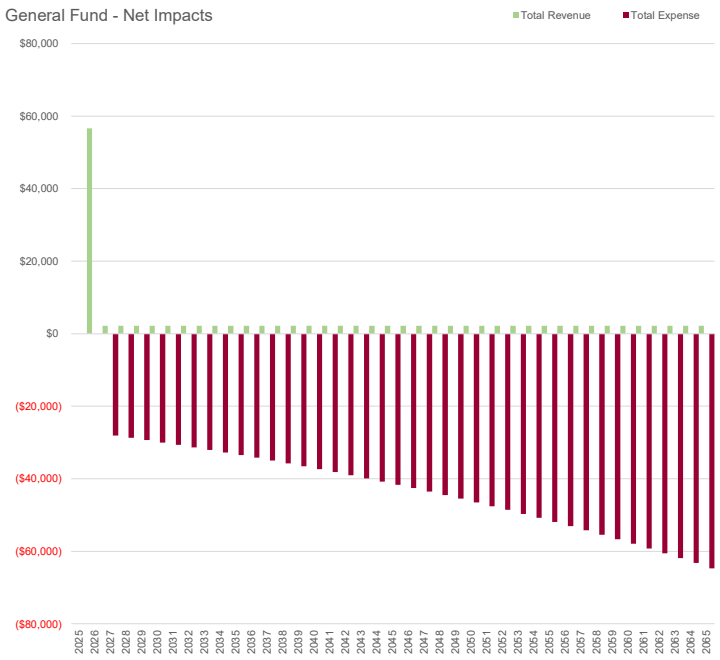
New Workers From Non-Residential *

55

* Calculations based on new commuters not total new workers in order to not double count with new residents

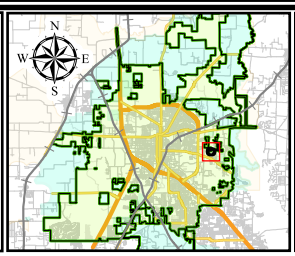
General Fund Impact Summary

General Fund - Total Revenue	General Fund - Total Expenses	General Fund - Net Impact
$140,700	$623,900	$764,600



Z24-0011
Notification Map

COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



0 220 440 880 Feet

CITY OF DENTON
Development Services · GIS
Date: 10/24/2024

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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."

CITY OF DENTON

DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

PUBLIC HEARING NOTIFICATION SIGN AFFIDAVIT OF SIGN POSTING

Project No. Z24-0011

Date of Planning and Zoning Commission Meeting: 11/13/2024

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number Ryan HS Zoning Change/Z24-0011,

located at 5050, 5058, & 5200 Mills Road

Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.

Posting of said signs was accomplished on November 3rd, 2024. Said signs have been posted in a manner that provides an unobstructed view and allows clear reading from the public right(s)of-way along Mills Road.

Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body. I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the 4th day of November, 2024.

Signature of Applicant or Authorized Representative for Project No.

Teague Nall and Perkins, Inc.

Printed Name of Applicant or Authorized Representative for Project No.

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this 4th day personally appeared (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the fourth day of November, 20 24.

Notary Signature

Terriza Lyzette Perez
My Commission Expires
11/29/2026
Notary ID 134082712

(seal)

PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.***

STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____

Wyatt, Julie

From: Emily <ebuckley811@gmail.com>
Sent: Tuesday, November 12, 2024 10:33 AM
To: Wyatt, Julie
Subject: Project Number Z24-0011

This message has originated from an External Source. Please be cautious regarding links and attachments.

Good morning

Thank you again for speaking with me this morning on the proposal change to the property across from my property. As I had mentioned we are neither in favor or opposed to the change, I have concerns more than anything. My biggest concern is the traffic that would be now right in front of my property and drive. The buses that exit out of the current location have zero regards to the traffic coming down Mills road towards Mayhill. The with proposed change the new bus entrance and exit will now be in a very close proximity to my own drive. The residents at trailer park, Ashli Oaks, avoid the stop sign when turning onto Mills and the speed limit (actually anyone traveling down Mills to Mayhill has zero concerns for the speed limit). There are many times in the morning that we have to sit in our own drive for a few mins waiting for traffic to clear. This adds to the concern of the buses entering onto Mills.

My second concern is keeping that area safe from homelessness that wander down Mills. The concern is them possibly inhabiting empty school buses. I am hopeful that the area to not be viewed easily from the street and that access onto the property is met with fencing that can't be climbed over.

Thank you

Emily and Greg Buckley

Z24-0011a DISD Transportation Facility

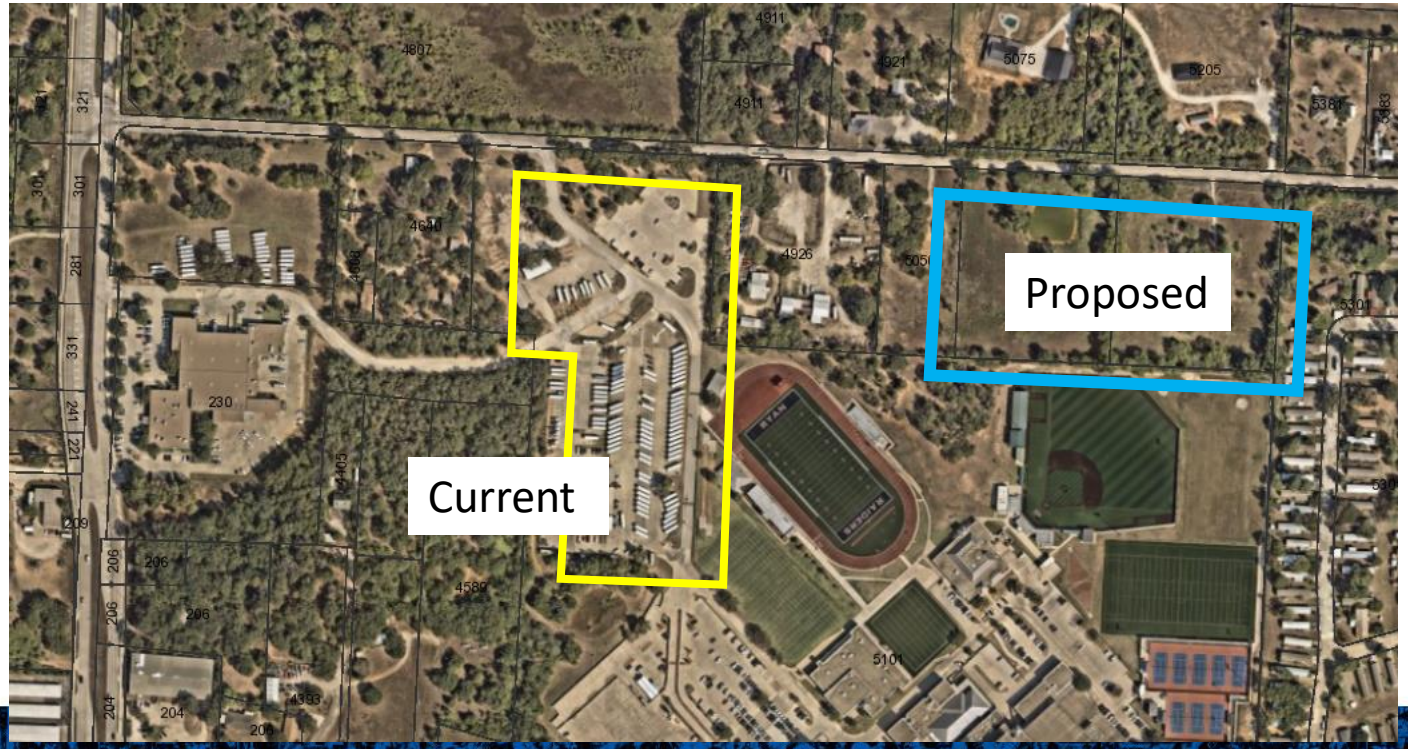
Julie Wyatt

Principal Planner

December 3, 2024

Request Summary

- **Request**: Rezone from R6 District to PF District
- **Purpose**:
  - It is the City's practice to zone all properties owned by government entities as PF District (City, County, School, State).
  - Relocate current transportation facility 420 feet east to subject site. The transportation facility is classified as a Community Service use.
  - Community Service is permitted under both the existing and proposed zoning, thus development of the transportation facility would not require rezoning.
- **Recommendation**: Consistent with Denton 2040 Comprehensive Plan FLUM, goals and complies with criteria for approval



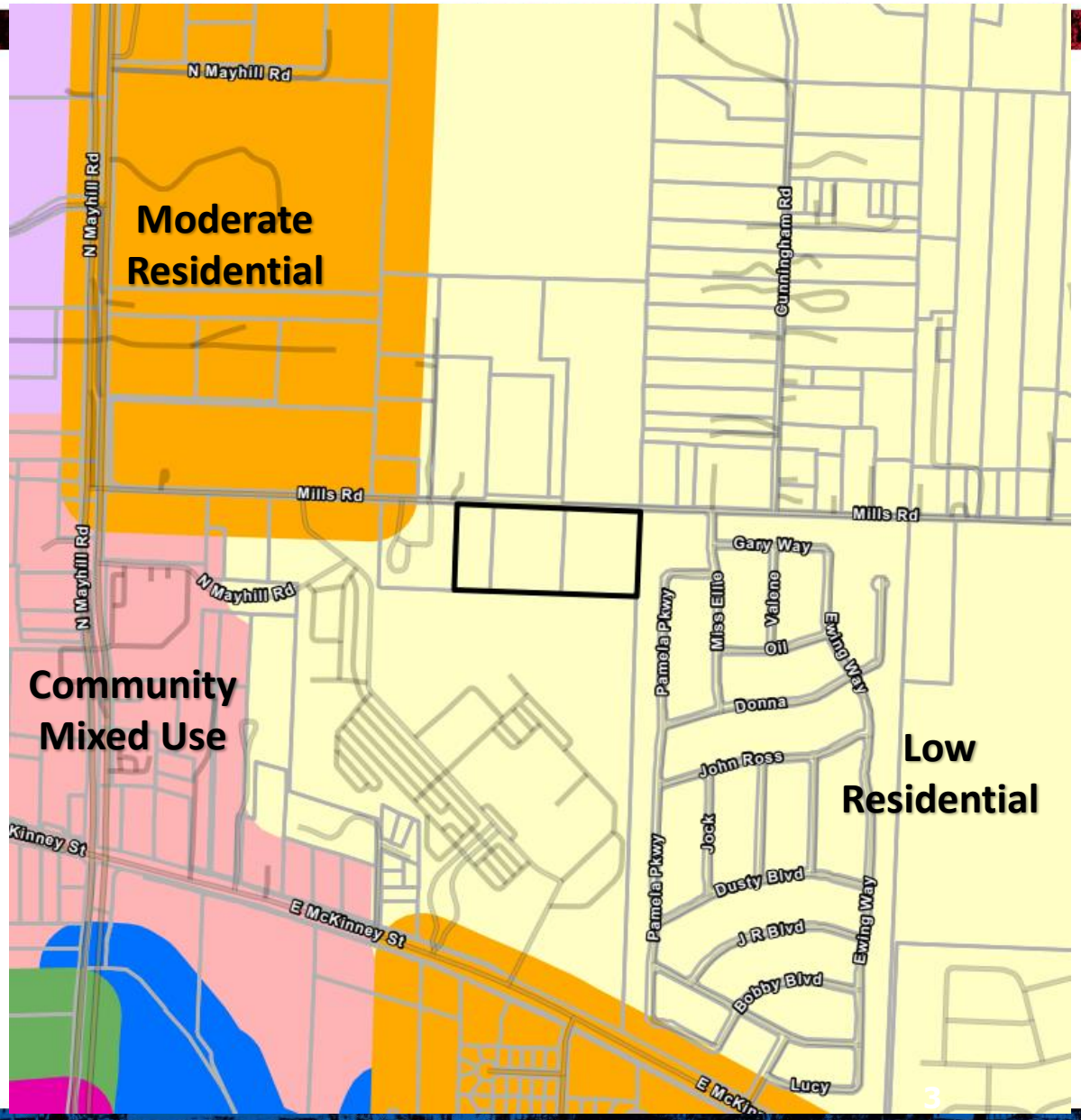
Denton 2040 Comprehensive Plan

Future Land Use: **Low Residential**

- This category may include land uses that support residential neighborhoods, such as neighborhood scaled commercial at arterial and collector street corners, and appropriately scaled **public and quasi-public uses, such as religious and educational institutions.**
- **PF District consistent with FLUM**, as it would facilitate development of a public use to further the educational mission of DISD and serve the community

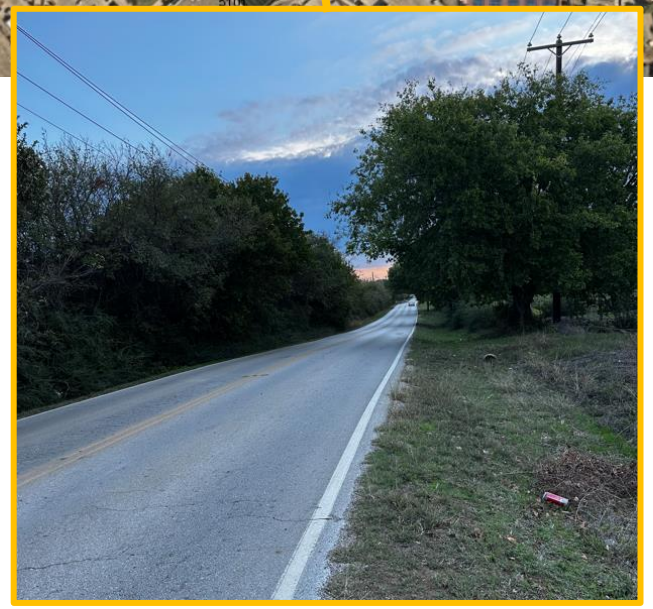
Housing and Neighborhoods Goal 3: Maintain and improve the livability of Denton's neighborhoods through provision of adequate schools and community facilities.

- Development would allow DISD to maintain bus fleet near its current location, thus continuing transportation support services to ensure students arrive at school safely



Impacts to Surrounding Property

- Proposal would not introduce new uses or activities to the area
- Development must meet current development standards, including street trees, landscape screening, buffers, and site design
- Would not result in significant increase in daily trips.
- Dedicated right-turn lane required to allow the buses to move out of the travel lanes to make right turn movements



Denton ISD				
Time	Weekdays			Notes
	In	Out	Total	
5:00 AM	30	30	60	School Bus Driver Arrival/School Bus Departure
6:00 AM	40	40	80	School Bus Driver Arrival/School Bus Departure
7:00 AM	30	30	60	School Bus Driver Arrival/School Bus Departure
8:00 AM	60		60	Office Employee Arrival/School Bus Return
9:00 AM	50		50	School Bus Return
10:00 AM - 1:00 PM				
2:00 PM		50	50	School Bus Departure
3:00 PM		50	50	School Bus Departure
4:00 PM	30	10	40	School Bus Return/Office Employee Departure
5:00 PM	40	30	70	School Bus Return/School Bus Driver Departure
6:00 PM	30	40	70	School Bus Return/School Bus Driver Departure
7:00 PM		30	30	School Bus Driver Departure
8:00 PM - 4:00 AM				

Public Outreach

- **Newspaper Ad**: November 16, 2024
- **Signs Posted**: November 3, 2024
- **Mailed Notices**:

  200 ft. Public Notices mailed: 12

  500 ft. Courtesy Notices mailed: 74
- **Responses**:

  In Opposition: 0

  In Favor: 1

  Neutral: 1

Recommendation

The Planning and Zoning Commission recommended **approval** of the request (4-0).

Staff recommends **approval** of the request, as it complies with the criteria in Sections 2.4.5.E and 2.7.2.D of the Denton Development Code (DDC).

Questions?

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A REQUEST TO REZONE APPROXIMATELY 10.51 ACRES OF LAND FROM RESIDENTIAL 6 (R-6) DISTRICT TO PUBLIC FACILITIES (PF) DISTRICT GENERALLY LOCATED ON THE SOUTH SIDE OF MILLS ROAD, APPROXIMATELY 1,900 FEET EAST OF NORTH MAYHILL 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 A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (Z24-0011a)

WHEREAS, Anthony Milbitz with Teague, Nall, and Perkins, on behalf of the property owner, Denton Independent School District, requested to rezone approximately 10.51 acres of land from Residential 6 (R-6) District to Public Facilities (PF) District, legally described in Exhibit "A", and depicted in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter, the "Subject Property"); and

WHEREAS, on November 13, 2024, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval [4-0] of the request; and

WHEREAS, on December 3, 2024, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for establishing a zoning district change for the Property, have determined that the proposed use is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The zoning district and use classification for the Property is hereby changed to Public Facilities (PF) District.

SECTION 3. The City's official zoning map is hereby amended to show the established zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

	Aye	**Nay**	**Abstain**	**Absent**
Mayor 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
Legal Description

Legal Description 2022-121771

Lot 1 and Lot 2, in Block A, of HAZEL A. ADDITION, an Addition to the City of Denton, Denton County, Texas, according to the Plat thereof recorded in County Clerk's Instrument No 2021-142, Plat Records of Denton County, TX

Legal Description 2024-95112

Lot 2, Block C of the Subdivision of Morreau Forrest Survey Abstract Number 417, City of Denton, Denton County, Texas and being all of the called 4.494 acre tract of land described in the deed from Deborah Jean Carroll to George Ray Carroll recorded in Document number 2007-11690 of the Real Property Records of Denton County, Texas

Exhibit B
Site Location

File #: PDA24-0002a, **Version:** 1

AGENDA CAPTION

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, repealing zoning ordinance (Z20-0001b) for 3.185 acres of land zoned Mixed-Use Neighborhood with overlay conditions; and adopting a new zoning designation of Planned Development-Mixed-Use Neighborhood (PD-MN) District for 3.185 acres generally located east of I-35N, approximately 1,078 feet south of Windsor Drive, 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 a severability clause and an effective date. The Planning and Zoning Commission voted [3-1] to recommend approval of the request. Motion for approval by Commissioner Villareal and second by Commissioner Pruett. (PDA24-0002a, Elite Hospitality Pickleball and Restaurant, Angie Manglaris)

Body

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Cassey Ogden

DATE: December 3, 2024

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, repealing zoning ordinance (Z20-0001b) for 3.185 acres of land zoned Mixed-Use Neighborhood with overlay conditions; and adopting a new zoning designation of Planned Development-Mixed-Use Neighborhood (PD-MN) District for 3.185 acres generally located east of I-35N, approximately 1,078 feet south of Windsor Drive, 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 a severability clause and an effective date. The Planning and Zoning Commission voted [3-1] to recommend approval of the request. Motion for approval by Commissioner Villareal and second by Commissioner Pruett. (PDA24-0002a, Elite Hospitality Pickleball and Restaurant, Angie Manglaris)

https://dentontx.new.swagit.com/videos/320039?ts=5831

BACKGROUND

The request is to amend an existing Overlay Planned Development (PD) with a base zoning of Mixed-Use Neighborhood (PD-MN) to facilitate the development of an indoor recreational facility and associated restaurant use on approximately 3.185 acres of land.

The existing Overlay PD was originally considered as a straight zoning case from Residential 2 (R2) to Mixed-Use Neighborhood (MN) by the Planning and Zoning Commission on March 4, 2020. The purpose of the straight zoning request was to facilitate the development of a garden-style office development, consisting of professional and medical offices. During the public hearing the applicant spoke, expressing a desire to include several overall conditions to address feedback heard during various neighborhood engagement meetings held. These conditions included:

- prohibiting several land uses such as taverns or bars, multifamily development, hotels, dormitories, and mobile food courts;
- establishing site design requirements that restrict uses adjacent to the eastern and southern boundary (residential uses) to medical offices, medical clinics, professional offices, and residential uses; and
- requiring parking be oriented along the eastern property line between the offices and existing residential uses.

Ultimately the rezoning request, with the conditions as proposed at the Planning and Zoning Commission meeting, was approved by City Council on April 7, 2020. The resulting zoning was Mixed-Use Neighborhood with overlay conditions, and subsequently designated as PD-MN on the zoning atlas.

While the Overlay PD established land use restrictions and site design requirements, the adopting ordinance did not include a conceptual site plan (or detailed development plan). During the public hearing, a conceptual site plan showing approximately seven pad sites for future development was displayed. It was

indicated the intent of the overlay restrictions was to limit four of those pad sites located along the eastern and southern property lines to medical offices, medical clinics, professional offices, and residential uses. The adopting ordinance, with all conditions, may be found in Exhibit 6.

In 2023, a Pre-Application Conference was held for an indoor pickleball facility with associated restaurant use for the subject property. Upon review of the request against the existing Overlay PD, staff determined a zoning amendment was needed to allow for the use as proposed due to the manner in which the existing development standards are written. Specifically, Section 2.a.1 which limits permitted uses adjacent to the eastern and southern boundaries, combined with the absence of a site plan, leaves ambiguity regarding what constitutes as an adjacent building given the configuration of the lot and its bordering on two sides by existing single-family development. The ordinance conditions were originally written based upon the site design shown during the 2020 public hearings and are not conducive to a site design that utilizes one larger building on the property instead of multiple smaller buildings. In addition to removing this unclear language in the original Overlay PD, the amendment seeks to add additional language to address neighborhood concerns as it relates to the development of the site as an indoor recreational facility.

The Planning and Zoning Commission meeting from March 4, 2020, may be viewed here: Mar 04, 2020 Planning and Zoning Commission on 2020-03-04 5:00 PM - Denton, TX

The purpose of the proposed Overlay PD is to facilitate the development and site design of an indoor pickleball facility with associated restaurant use. Overlay PDs are intended to address concerns of neighboring property owners and to ensure the proposed rezoning and subsequent development are compatible with surrounding neighborhoods or less intensive uses. Per Denton Development Code Subsection 2.7.3C.1, an Overlay PD may be used to restrict or expand the uses permitted within a base zoning district or to impose additional use-specific standards than those already listed within Subchapter 5 upon a proposed use, or to modify setbacks, landscaping, screening, or buffering requirements along the borders adjoining residential uses or less intensive land uses than what is proposed within the Overlay PD.

The proposed Overlay PD standards are outlined in Exhibit 10 (Draft Ordinance) and are summarized in the table below. For any standard not specified in the proposed Overlay PD regulations, the Denton Development Code shall apply. **It is important to note that the proposed Overlay PD retains several of the conditions from the original Overlay PD adopted in 2020 which are noted in the table below, and repeals the ambiguous provisions:**

DDC Standard	MN District	Proposed Overlay PD Regulations	Difference
Permitted Uses (DDC Subchapter 5)	Uses as outlined in DDC Subchapter 5. A variety of uses are allowed in the MN District, including multifamily uses, hotels, schools, professional offices and services. See Exhibit 7 for full list of allowed uses.	The following uses shall be prohibited: 1. Multifamily 2. Chapter House / Dorm 3. Bar, Tavern, or Lounge 4. Mobile Food Court 5. Fuel Sales (Gas Stations) 6. Food Processing 7. Hotel 8. Homeless Shelter 9. Community Home 10. Liquor Stores	The proposed Overlay PD continues to limit allowable uses on the property thereby prohibiting more intensive and auto-oriented uses; this standard remains unchanged from the original 2020 Overlay PD.

		This standard is unchanged from the original 2020 PD overlay.	
DDC 3.3.1. MN-Mixed-Use Neighborhood Dimensional Standards – Height Requirements	Maximum Height 65 feet* * Buildings between 41 and 65 feet, adjacent to a residential zoning district or adjacent to an existing Single-Family Detached Dwelling, Townhome, or Duplex use, shall require a specific use permit.	Maximum building height shall not exceed one story and shall be limited to 36 feet at the roof's highest projecting element. This standard is new compared to the original 2020 PD overlay.	Building height 4 feet less than what is permitted by right and 29 feet less than what is allowed with an SUP.
DDC 3.3.1. MN-Mixed-Use Neighborhood Dimensional Standards Setback Requirements	Minimum Rear Yard Setback: 0 feet	Minimum Rear Yard Setback: 35 feet This standard is new compared to the original 2020 PD overlay.	Rear Yard Setback: +35 feet
Landscape Buffers DDC Table 7. F (Eastern Property Line)	When a developing commercial use is adjacent to an existing single-family use, a minimum 15-foot wide buffer with 20 points from table 7.G shall be provided.	A minimum 20-foot wide landscape buffer shall be provided along the east property line and shall include a minimum of 30 points from DDC Table 7.G Buffer Points. One of the elements must be an opaque 8-foot fence where an existing opaque 8-foot fence does not already exist on the adjacent property. This standard is new compared to the original 2020 PD overlay.	Additional 5-foot in width of buffer yard, consisting of additional elements from Table 7.G.

Landscape Buffers DDC Table 7. F (Northern and Southern Property Lines)	When a developing commercial use is adjacent to an existing single-family use, a minimum 15-foot wide buffer with 20 points from Table 7.G shall be provided.	A minimum 15-foot wide landscape buffer shall be provided along the south property line and the north property line adjacent to single-family residential land uses, which shall include an 8-foot tall solid masonry wall. <u>This standard is new compared to the original 2020 PD overlay.</u>	Required 8-foot tall solid masonry wall as part of landscape elements.
DDC 7.10.5. Nonresidential and Mixed-Use Site Design Standards	DDC 7.10.5.G.2a At least 60 percent of the street frontage shall have buildings within 10 feet of the front property line. DDC 7.5.10.G.2b Building shall be setback not more than 15 feet from the public right-of-way unless the area is used for pedestrian activities such as plazas or outside eating areas.	Applicable only to the indoor recreation use. Planned Development shall be exempt from DDC Section 7.10.5.G.2a and b, and shall be replaced with enhanced architectural requirements related to the roof style and the amount of architectural variation required along the western building façade. <u>This standard is new compared to the original 2020 PD overlay.</u>	Modification of site design standards along the front property line, where adjacent to I-35N.
DDC 7.8.6 Street Connectivity	The street system for each development shall connect with existing, proposed, and anticipated streets within and outside the development and shall extend to the property boundary to provide for adequate access and the safe and effective movement and circulation of traffic.	Access to Colonial Drive shall be restricted to emergency access only. <u>This standard is unchanged from the original 2020 PD overlay.</u>	Colonial Drive will provide emergency access only, not public access; again no change from 2020 Overlay PD.

A full Staff Analysis is provided in Exhibit 2.

<u>PLANNING AND ZONING COMMISSION</u>

On November 13, 2024, the Planning and Zoning Commission held a public hearing and recommended approval of the rezoning [3-1]. Following staff presentation, the applicant presented to the Commission. Several members of the public expressed concern and spoke in opposition to the project. A summary of the public comments received is below:

- One member of the public expressed concern surrounding the hours of operation of the proposed indoor recreational facility and the potential noise impacts to the neighborhood at various hours of the day. The Chair asked the applicant to address the resident's concern. The applicant indicated the hours of operation had not yet been finalized for this project; however, it is anticipated the hours of operation are similar to those of a restaurant, with availability into the evenings and extended hours on Fridays and Saturdays.
- Three members of the public spoke of concerns surrounding drainage in the overall area, and specifically flooding on their properties immediately to the west of the subject property. The residents indicated drainage and water concerns on the adjacent properties have been an ongoing problem for many years, and they have concerns that additional development and impervious surface in the area would exacerbate the problem.
- Two members of the public stated opposition to the sale of alcohol as part of the project and cited concerns surrounding potential traffic hazards.
- Additional comments heard during the public hearing included concerns surrounding oversaturation of the market with pickleball facilities in the area as well as increased noise, traffic, and trash due to the project.

Following the public hearing, the Commission asked the applicant what forms of alcohol the facility intended to serve and the projected occupancy of the facility. The applicant stated the intent was to offer a full-service restaurant, which would likely come with a full-service bar. In order to be considered a restaurant, at least 51% of all sales must be for food. Restaurants are currently allowed under the existing zoning on site including the sale of alcohol which is no different than what is being proposed. The applicant stated there was not yet a projected maximum occupancy for the project.

The Commission asked staff to provide an update on the Stormwater Master Plan and to explain how drainage studies for new projects occur. Staff stated drainage studies are required as part of the civil engineering plan review process before any construction may be approved. The developing tract must account for existing conditions on the property and demonstrate that there would not be an increased flow of water onto neighboring properties from what currently exists. Staff did not have an immediate answer to the inquiry regarding the Stormwater Master Plan update but has since researched the topic. The Stormwater Master Plan needs assessment was presented to City Council in September 2023. The needs assessment determined that the Pecan Creek basin, which this property is part of, should be the City's top priority for stormwater projects. The focus is generally on public assets, including major channels and storm drain systems. A masterplan update for this watershed will begin in the next few months.

Following the Planning and Zoning Commission meeting, the Commission asked staff to follow up with those who expressed concerns regarding drainage on their property to determine if the City could offer any assistance. Staff is scheduled to speak with these residents on November 20, 2024.

OPTIONS

1. Approve
2. Approve with Conditions
3. Recommend Deny
4. Postpone Item

RECOMMENDATION

Staff recommends approval of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.3.E of the DDC for approval of a Planned Development.

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

October 1960	City Council	Annex Site into City Limits.	Approved
May 2, 1973	Planning and Zoning Commission	Rezone from Agricultural (A) to General Retail (GR).	Recommended Denial
June 5, 1973	City Council	Rezone from Agricultural (A) to General Retail (GR).	Denied
October 3, 1973	Planning and Zoning Commission	Rezone from Agricultural (A) to Office (O).	Recommended Denial.
July 14, 1993	Planning and Zoning Commission	Rezone from Agricultural (A) to Office (O).	Recommended Denial
August 24, 1993	City Council	Rezone from Agricultural (A) to Office (O).	Denied
February 2002	City Council	City initiated city-wide rezoning from Agricultural to NR-2.	Approved
October 2019	City Council	City initiated city-wide rezoning of western portion of subject site from NR-2 to R-2	Approved
May 4, 2020	Planning and Zoning Commission	Rezoning request R2 to MN	Recommended Approval with Conditions
April 7, 2020	City Council	Rezoning request R2 to MN with conditions	Approved
November 13, 2024	Planning and Zoning Commission	Amend an existing Overlay Planned Development (PD)	Recommended Approval

PUBLIC OUTREACH:

Twenty-two (22) notices were sent to property owners within 200 feet of the subject property, and 84 postcards were mailed to current residents within 500 feet of the subject property. As of the writing of this report, three responses within 200 feet have been received, including: no responses in favor, one (1) opposed, and two (2) which did not indicate in favor or opposed have been received.

A notice was published in the Denton Record Chronicle on October 27, 2024.

A notice was published on the City's website on October 24, 2024.

One sign was posted on the property on October 31, 2024.

The developer has held six neighborhood meetings for the proposed project. The neighborhood meetings were held virtually and occurred on the following dates: March 20, 2024; March 22, 2024; two meetings were held on June 20, 2024, in the afternoon and the evening; and another two meetings were held on September 26, 2024 in the afternoon and in the evening. Meeting attendance ranged from 0 to seven attendees. Primary concerns from the residents were if there were any proposed outdoor pickleball courts, buffering between the proposed development and the existing residential uses to the east and south, traffic in the region, and onsite drainage.

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 - Existing Zoning Map
Exhibit 5 - Future Land Use Map
Exhibit 6 - Approved Overlay Planned Development Ordinance
Exhibit 7 - Permitted Use Comparison
Exhibit 8 - Fiscal Impact Analysis
Exhibit 9 - Notification Map and Responses
Exhibit 10 - Draft Ordinance
Exhibit 11 - LLC Members List
Exhibit 12 - Staff Presentation

Respectfully submitted:
Tina Firgens, AICP
Deputy Director of Development Services/Planning Director

Prepared by:
Angie Manglaris, AICP
Development Review Manager

Planning Staff Analysis

PDA24-0002a/ Elite Hospitality Pickleball and Restaurant
City Council District #3

REQUEST:
The request is to amend an existing Overlay Planned Development with a base zoning of Mixed-Use Neighborhood (PD-MN) to facilitate the development of an indoor recreational facility and associated restaurant use.

SITE DATA:
The subject property is currently zoned PD-MN. The nature of the request is to amend the existing Overlay PD conditions to facilitate the development of an indoor recreational facility and associated restaurant use on approximately 3.185 acres of land. The subject property is generally located to the east of I-35N and approximately 1,078 feet south of Windsor Drive. The subject property predominantly consists of undeveloped land with mature trees scattered throughout the site. There are no Environmentally Sensitive Areas or floodplain onsite.

The area surrounding the subject tract consists of a variety of land uses and zoning districts. To the northeast, south, and east of the site exists residential zoning and residential uses. To the west is I-35N, and further west of the I-35 corridor exists a mix of commercial uses zoned Highway Corridor (HC). North of the subject property is an undeveloped parcel also zoned PD-MN. The PD-MN zoning on the northern property was established in 2008, prohibits multifamily, hotel, and drive-through uses, and is not related to the subject property's existing overlay conditions (adopted in 2020).

The general area's street network includes the following:

- **I-35N:** I-35N is a north-south throughfare located to the east of the subject property and is classified as a Freeway per the Denton 2022 Mobility Plan. I-35N is maintained by the Texas Department of Transportation.
- **Windsor Drive:** Windsor Drive is an east-west Secondary Arterial situated approximately 1,000 feet north of the subject property.
- **Colonial Drive:** Colonial Drive is a Local Street situated to the south and terminates at the subject property's southern boundary. Colonial Drive provides access to a variety of commercial uses and connects to several other Local Streets serving residential neighborhoods.

SURROUNDING ZONING AND USES:

Northwest: Zoning: N/A I-35N Right-of-way Use: I-35N	North: Zoning: PD-MN Use: Undeveloped land	Northeast: Zoning: Residential 6 (R6) Use: Single-family Residential
West: Zoning: N/A I-35N Right-of-way Use: I-35N	SUBJECT PROPERTY	East: Zoning: Residential 3 (R3) Use: Single-family Residential
Southwest: Zoning: N/A I-35N Right-of-way Use: I-35N	South: Zoning: R3 District Use: Single-family Residential	Southeast: Zoning: R3 District Use: Single-family Residential

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

   a. *Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.*
   The review criteria were applied as required.

   b. *The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.*
   Section 2.7.3.D of the DDC applies to this rezoning to PD request. An analysis of this request per those criteria can be found below in Consideration B.

   c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls.*
   There are no conflicts between the general criteria and the criteria specific for rezoning to PD requests.

2. *Prior Approvals*
   An Overlay PD was approved on April 7, 2020, for the subject property. The purpose of the amendment to the Overlay PD is twofold: first to remove language in the original ordinance that is problematic to future development due to ambiguous provisions within the ordinance thus making it difficult to interpret and enforce, and second is to incorporate additional language to address neighborhood concerns as it relates to the development of the site as an indoor recreational facility. Several of the conditions from the original Overlay PD are retained with the proposed amendment, including the use prohibitions and limitations on access to Colonial Drive.

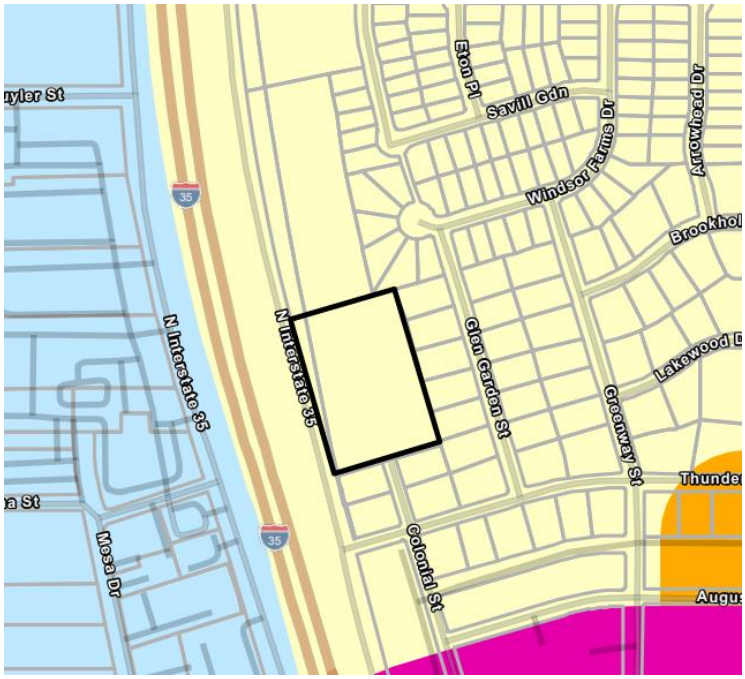
3. *Consistent with the Comprehensive Plan and Other Applicable Plans*
   The decision–making authority:

   a. *Shall weigh competing goals, policies, and strategies.*
   There are no competing goals or policies within the Comprehensive Plan that affect this property.

   b. *May approve an application that furthers the overall goals of the Comprehensive Plan even if the development does not match the future land use designation in the Comprehensive Plan.*

   Future Land Use

   Per the Denton 2040 Comprehensive Plan Future Land Use Map (FLUM), the subject property is designated as Low Residential. The Low Residential category includes the city's predominantly single-family neighborhoods, with lot sizes ranging from one acre or more in rural fringe areas up to five units per acre gross density throughout many of the city's suburban subdivisions. This category may also include land uses that support residential neighborhoods, such as appropriately scaled commercial uses at arterial and collector street corners, and appropriately scaled public and quasi-public uses, such as religious and educational institutions.



While the proposed Overly PD is not consistent with the Future Land Use Designation intent that this area be developed primarily as low-density single-family residential, the proposed Overlay PD is intended to provide recreational activities in the region and is consistent with the idea that uses supporting residential areas may be appropriate in the Low Residential Category. Additionally, given the site's adjacency to I-35N, a Freeway per the 2022 Mobility Plan, it is unlikely this property develops as a low-density single-family residential development, which was initially acknowledged when the site was rezoned from R2 to MN with overlay conditions in 2020. The current zoning of PD-MN is appropriate for the site given its location and will add an area of transition between residential uses to the east and the I-35N corridor to the west.

Fiscal and Economic Vitality

Per the Denton 2040 Comprehensive Plan, Denton has a higher-than-average visibility outside its immediate economic region. Due to having two state universities as well as a high-capacity airport, the city captures national attention as a high-tech hotspot, and for a flourishing music entertainment scene. These are unique assets for the city and provide an excellent opportunity for the City to market itself as a tourist destination. The proposed development is consistent with the Fiscal and Economic Vitality goals within the City, including:

<u>Goal FEV-3:</u> Increase Denton's tourism and economic potential.

The purpose of the proposed request is to facilitate the development of an approximately 49,000 square foot indoor pickleball facility with associated restaurant. Per USA Pickleball, pickleball continues to be an increasingly popular sport in the United States. The development of the subject property as an indoor pickleball facility would provide additional supporting recreational opportunities near one of the City's regional mixed-use centers (Rayzor Ranch) for tourists visiting the City for conventions, business trips, and university visits given the site's accessibility from I-35N and proximity to many hotels. Furthermore, the proposed use provides existing residents access to additional indoor recreation amenities within the city to support recreational interests, similar to other venues south of University Drive and east of I-35N within the Rayzor Ranch development.

Preferred Land Preservation Plan

The Preferred Land Use Preservation Plan does not show any potential Environmentally Sensitive Areas or areas intended for preservation associated with the subject tract.

4. *Compliance with this DDC*
   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*
      This request is for a proposed Overlay PD district with an MN base zoning district. The proposed development regulations provided in Exhibit 10 indicate an intent to develop in accordance with the 2019 DDC except for specific deviations as outlined in the proposed draft ordinance, which are further summarized in the table in Exhibit 1. It is important to note that the proposed Overlay PD retains several of the conditions from the original Overlay PD adopted in 2020 and repeals ambiguous provisions.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*
      Compliance with the DDC has been analyzed at the level of detail necessary for an Overlay PD. Other departments (Engineering, Solid Waste, Denton Municipal Electric, and Fire) reviewed the proposal for conceptual conformance with the design standards for public facilities, services, and safety. Pending approval of this request, a review for full compliance with the DDC will also take place at submittal of the zoning compliance plan, plat, civil engineering plan, and building permit applications.

5. *Compliance with Other Applicable Regulations*
   The proposed Overlay PD regulations indicate that the development will comply with all provisions of the 2019 DDC other than those deviations proposed in the draft ordinance (Exhibit 10). Otherwise, the development will be required to comply with the DDC, the City's criteria manuals for roadway, utility, and drainage improvements, as well as TxDOT requirements.

6. *Consistent with Interlocal and Development Agreements*
   There are no interlocal or development agreements applicable to the site.

7. *Minimizes Adverse Environmental Impacts*
   There are no Environmentally Sensitive Areas on the property, and the site must comply with the City's requirements for storm water management and tree preservation during the platting and engineering plan review process.

8. *Minimizes Adverse Impacts on Surrounding Property*
   The proposed Overlay PD incorporates use restrictions and design standards that are intended to minimize any adverse impacts on surrounding property.

   While the base zoning of MN allows a variety of land uses by right and with approval of a Specific Use Permit, the proposed Overlay PD development standards limit the allowable uses in the MN District on the property by expressly prohibiting the following uses: Multifamily, Chapter House / Dorms, Bar, Tavern, or Lounges, Mobile Food Courts, Fuel Sales (Gas Stations), Food Processing, Hotels, Homeless Shelters, Community Homes, Liquor Stores. These use prohibitions are consistent with the original Overlay PD adopted in 2020.

Additionally, the proposed Overlay PD's site design requirements are intended to minimize potential impacts and increase buffering for the surrounding properties, including:

- A minimum 20-foot wide landscape buffer shall be provided along the east property line and shall include a minimum of 30 points from DDC Table 7.G Buffer Points, providing additional screening and buffering between the proposed project and existing land uses.
- A minimum 15-foot wide landscape buffer shall be provided along the south property line and the north property line adjacent to single-family residential land uses, which shall include an 8 foot tall solid masonry wall, providing screening between the proposed project and future land uses.
- A rear yard setback of 35 feet, providing for additional buffering between the proposed development and existing single-family homes along the southern property line.

9. *Minimizes Adverse Fiscal Impacts*
   The City's Fiscal Impact Tool was used to analyze the proposed rezoning. Over 40 years, the development is projected to contribute approximately $6,307,900 to the general fund. It is important to note, the Fiscal Impact Tool is designed to provide preliminary economic projections for a proposed development but is not a comprehensive fiscal impact analysis tool. The Fiscal Impact Tool does not contemplate indoor recreation, and more specifically pickleball, as a proposed land use. Thus, the assumptions for general retail were used in completing this analysis.

10. *Compliance with Utility, Service, and Improvement Standards*
    This proposed Overlay PD will not negatively affect utilities, services, or other improvements, as the subject property will be served by existing utilities and infrastructure.

11. *Provides Adequate Road Systems*
    There are adequate road systems in the area to support the proposed development. The subject property is generally located to the east of I-35N service road and 1,078 feet south of Windsor Drive. The applicant will be required to submit a Traffic Impact Analysis as part of zoning compliance plan and civil engineering plan review. Any work within the TxDOT right-of-way requires approval of a TxDOT permit.

12. *Provides Adequate Public Services and Facilities*
    This proposed rezoning will not negatively affect public services and facilities. Adequate public services are available to serve the development.

13. *Rational Phasing Plan*
    The proposed development is to be developed as one phase.

B. Section 2.7.3.E of the DDC states that an application for a rezoning to PD district may be approved based on the following conditions:

1. *Complies with the goals of the Comprehensive Plan.*
   As indicated above, the Future Land Use designation for the subject property is Low Residential. As detailed under Criterion A.3 above, while the development is not consistent with the Comprehensive Plan's goal that the subject property develops primarily as low-density residential, it is consistent with the existing development pattern and other goals within the Comprehensive Plan. Furthermore,

given the subject property's proximity to I-35N, it is unlikely the subject property would develop with low-intensity residential land uses. The proposed use of indoor recreation provides recreational opportunities for existing residents in the area, buffers existing homes from the I-35N Corridor, and is appropriately located along the access roads of a Freeway.

2. *Complies with the goals of relevant Area Plans.*
   There are no Area Plans relevant to this project.

3. *Complies with this DDC, except where modifications are expressly authorized through the PD zoning document, the PD development standards document, and in the PD development plan map.*
   The proposed Overlay PD Regulations indicate an intent to comply with all aspects of the DDC other than those deviations expressly identified in the draft ordinance Exhibit 10. These proposed deviations are summarized in the table provided in Exhibit 1.

4. *Provides a greater level of building design quality, community amenities, and connectivity than would be required if the project were not being developed in the PD district.*
   Under the current Overlay PD with a base zoning of MN District, the property could be developed with any uses permitted within the MN District, except for those expressly prohibited. The proposed Overlay PD provides the following development standards that meet or exceed the DDC standards:
   - DDC Standard: Maximum height: 65-feet in the MN District. Buildings between 41 and 65 feet, adjacent to a residential zoning district (excluding Multifamily Dwelling use in the R7 Zoning District) or adjacent to an existing Single-Family Detached Dwelling, Townhome, or Duplex use, shall require a specific use permit.
     - Proposed Overlay PD: Maximum building height shall not exceed one story and shall be limited to 36-feet at the roof's highest projecting element on the structure.
   - DDC Standard: When a developing commercial use is adjacent to an existing single-family use, a minimum 15-foot wide buffer with 20 points from table 7.G shall be provided.
     - Proposed Overlay PD: A minimum 15-foot wide landscape buffer shall be provided along the south property line and the north property line adjacent to single-family residential land uses, which shall include an 8-foot tall solid masonry wall.
     - Proposed Overlay PD: A minimum 20-foot wide landscape buffer shall be provided along the east property line and shall include a minimum of 30 points from DDC Table 7.G Buffer Points.
   - DDC Standard: The MN District allows a minimum rear yard setback of zero feet.
     - Proposed Overlay PD: The Development Standards propose a 35-foot rear yard setback.
   - DDC Standard: DDC 7.10.5.G.2a states at least 60 percent of the street frontage shall have buildings within 10 feet of the front property line. DDC 7.5.10.G.2b states buildings shall be setback not more than 15 feet from the public right-of-way unless the area is used for pedestrian activities such as plazas or outside eating areas.

- Proposed Overlay PD: The development standards propose replacing the above site design standards with the following standards given the site's proximity to I-35N and the design challenges associated with working within TxDOT's right-of-way:
  1. A butterfly roof element shall be provided to break up the façade and provide architectural relief.
  2. Buildings shall have no more than 30 continuous linear feet without a horizontal or vertical break along the western building façade, facing the I-35 N Corridor. Such breaks may include extended roof overhangs, windows, doors, material changes, roofline variations, ornamental features, and elevation changes.

5. *In the case of proposed residential development, that the development will promote compatible buildings and uses and that it will be compatible with the character of the surrounding areas.*
   The purpose of this request is to develop an indoor recreational facility with an associated restaurant use. Residential development is not contemplated as part of this request.

6. *In the case of proposed commercial, industrial, institutional, recreational and other non-residential uses or mixed-uses, that such development will be appropriate in area, location, and overall planning for the purpose intended.*
   The purpose of this request is to develop an indoor recreational facility with an associated restaurant use. The subject property has a current base zoning of MN, which allows indoor recreational uses by right. The proposed Overlay PD is intended to remove ordinance language which unintentionally limits development of the site particularly as a single building as noted in Exhibit 1.

   The MN District is appropriately situated along the I-35N corridor in this context given the single-family adjacency. Land uses and zoning within the region vary. Situated to the west of the subject property is I-35N, and a mix of commercial uses zoned Highway Corridor (HC). North of the subject property is an undeveloped parcel also zoned PD-MN. With I-35N to be improved and expanded in the future, the location of the proposed indoor recreational facility is appropriate in this area, and the PD allows flexibility for other commercial uses to develop should the indoor recreation use not come to fruition.

   Additionally, the development is providing enhanced development standards to increase buffering between the proposed development and established single-family neighborhoods, including:
   - A minimum 15-foot wide landscape buffer along the southern property line and the northern property line adjacent to single-family residential land uses, which shall include an 8-foot tall solid masonry wall.
   - A minimum 20-foot wide landscape buffer along the eastern property line and shall include a minimum of 30 points from DDC Table 7.G Buffer Points.
   - Establishing a maximum building height of 36 feet.
   - Limiting access from Colonial Drive to emergency vehicles only.

7. *The provisions of public facilities such as schools, fire protection, law enforcement, water, wastewater, streets, public services and parks are adequate to serve the anticipated population within the PD district.*

Schools
The proposed development will not add students to Denton ISD.

Nearest Fire Station
The subject property is approximately 1.2 miles from Fire Station #5 (2230 W. Windsor Drive) and within the eight minute or less response time boundary.

Water and Wastewater
Public water and wastewater services are available to the site and will be extended throughout the site to serve the lots generally in accordance with the preliminary utility plans. No utility capacity issues have been identified that would affect the proposed development.

Streets
Improvements to the I-35N service roads will occur with TxDOT's I-35N expansion. I-35N is designated as a Freeway in the City's Mobility Plan. Currently, TxDOT's project tracker does not have an estimated start date for the roadway improvements adjacent to the subject site; however, notice to proceed was received in August 2024.

Additionally, the applicant will be required to submit a Traffic Impact Analysis at time of Zoning Compliance Plan review.

Roadway Impact Fees
Roadway impact fees, paid at the time of development, are determined using a proportionality calculation based on projected vehicle trips.

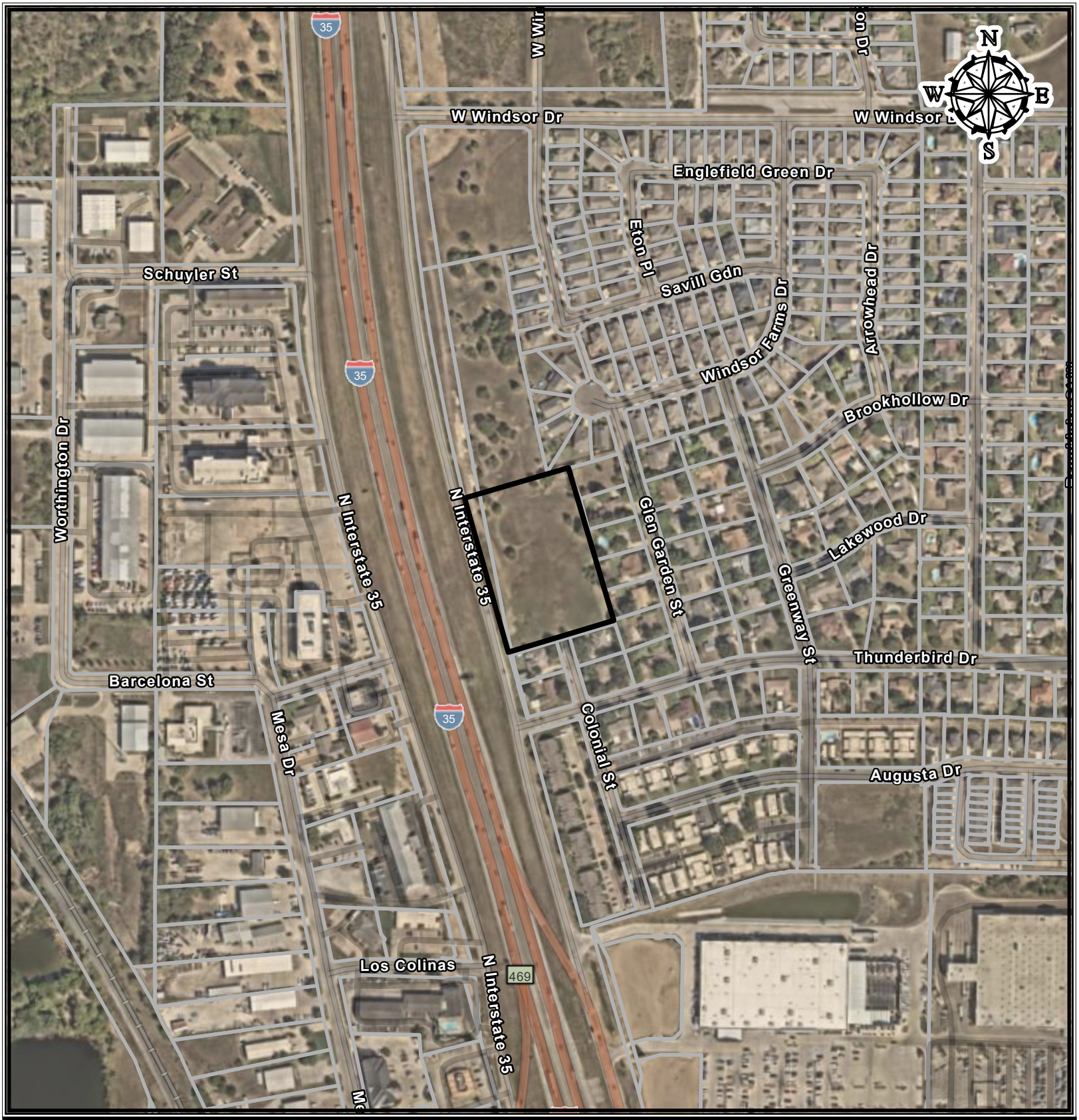
8. *The conditions and/or restrictions imposed by the PD District are necessary and sufficient to address any significantly adverse impacts to surrounding properties or the neighborhood.*

   The proposed Overlay PD District is not anticipated to cause any significant adverse impacts to surrounding properties. As described in greater detail above in Criteria B.4 and B.6, the proposed Overlay PD provides greater level of buffering and building design quality than would be required if the project were not being developed in the PD district.

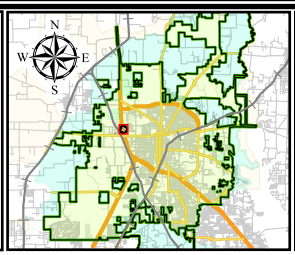
   The proposed development standards within the draft ordinance (Exhibit 10) provide for enhanced buffering between the proposed development and existing residential uses in the area by providing a landscape buffer between the proposed development and the existing residential uses to the east. The proposed development standards limit the allowable uses in the MN District on the property by expressly prohibiting the following uses: Multifamily, Chapter House / Dorms, Bar, Tavern, or Lounges, Mobile Food Courts, Fuel Sales (Gas Stations), Food Processing, Hotels, Homeless Shelters, Community Homes, Liquor Stores.

   Additionally, the proposed site design regulations minimize potential impacts to the nearby surrounding properties by providing for enhanced buffering, increased setbacks, and building height limitations as noted above and in Exhibit 10.

PDA24-0002
Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40

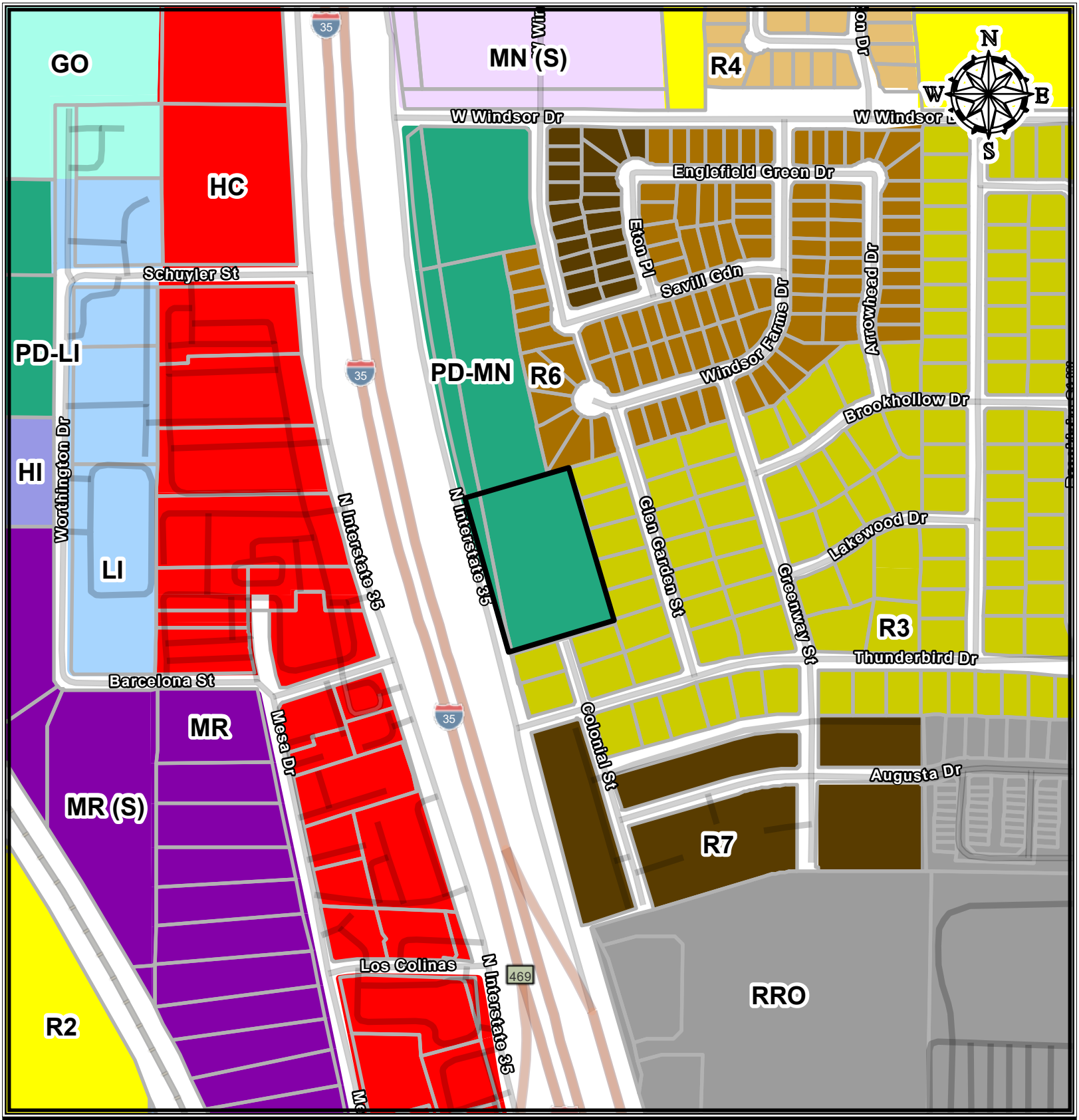


0 112.5 225 450 Feet

CITY OF DENTON
Development Services · GIS
Date: 11/7/2024

"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 relati
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."

PDA24-0002
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY

0 112.5 225 450 Feet

CITY OF DENTON
Development Services · GIS
Date: 11/7/2024

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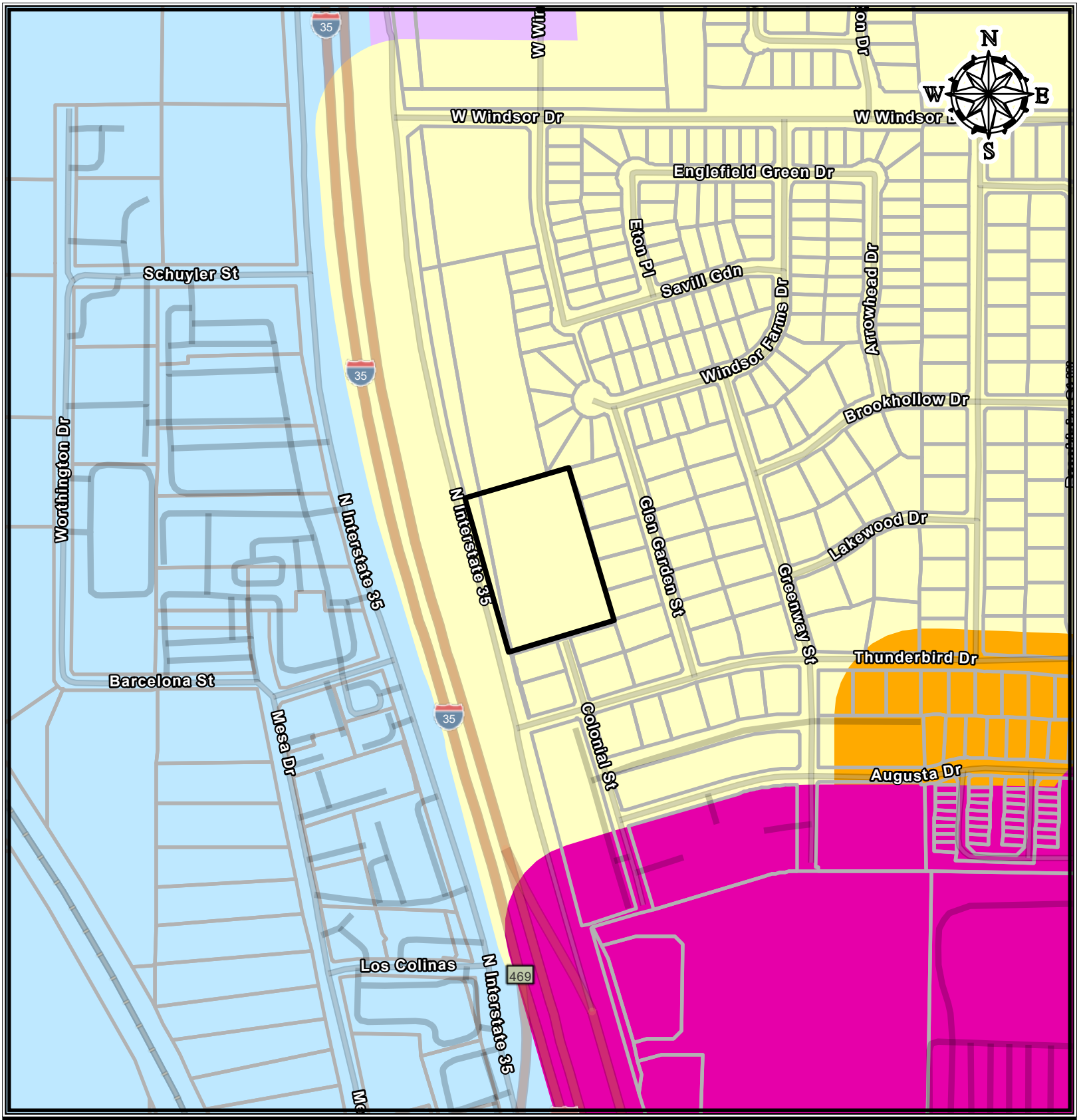
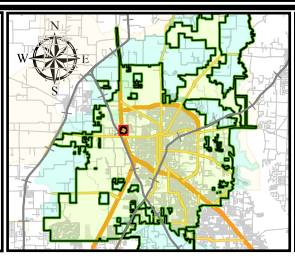
PDA24-0002
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location



0 112.5 225 450 Feet

CITY OF DENTON
Development Services · GIS
Date: 11/7/2024

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ORDINANCE NO. Z20-0001b

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, APPROVING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM THE RESIDENTIAL 2 (R2) ZONING DISTRICT AND USE CLASSIFICATION TO THE MIXED-USE NEIGHBORHOOD (MN) ZONING DISTRICT AND USE CLASSIFICATION; ON APPROXIMATELY 3.46 ACRES OF LAND LOCATED ON THE NORTHEAST SIDE OF I-35, APPROXIMATELY 196-FEET NORTHWEST OF THUNDERBIRD DRIVE, 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. (Z20-0001)

WHEREAS, Allison Engineering, representing South Stemmons Property Group, Ltd., has applied for a zoning change on approximately 3.46 acres of land, from the Residential 2 (R2) zoning classification and use designation to a Mixed-Use Neighborhood (MN) zoning classification and use designation, legally described in Exhibit "A," and depicted on Exhibit "B," attached hereto and incorporated herein by reference (hereinafter, the "Property"); and

WHEREAS, on March 4, 2020, 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 afforded full and fair hearings to all property owners and citizens interested in this regard, recommended approval of the requested zoning district classification and use designation with conditions by a vote of 5-0; and

WHEREAS, on April 7, 2020, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards set forth in Section 2.7.2 of the Denton Development Code, and is consistent with the Denton Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for a change in the zoning classification and use designation of the property, determined that the proposed use is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The zoning district classification and use designation for 3.46 acres of the Property is hereby changed from Residential 2 (R2) zoning classification and use designation to a Mixed-Use Neighborhood (MN) zoning classification and use designation subject to the following conditions:

a. General Limitations:
   1) The uses adjacent to the eastern and southern boundary (residences) shall be restricted to medical offices, medical clinics, professional offices, and residential.
   2) The parking on the east side shall be located between the offices and the east boundary to buffer the existing residential to the east.
   3) The medical offices, medical clinics, professional offices, and residences along the east and south side shall be limited to one-story.
   4) Access to Colonial Drive shall be restricted to emergency access only.

b. Prohibited Uses:
   The following uses are prohibited on the Property:
   1) Multifamily Dwelling
   2) Chapter House
   3) Community Home
   4) Dormitory
   5) Homeless Shelter
   6) Bar, Tavern or Lounge
   7) Mobile Food Court
   8) Hotel
   9) Automotive Fuel Sales
   10) Food Processing
   11) Liquor Stores

SECTION 3. The City's official zoning map is hereby amended to show the change in the zoning district classification and use designation.

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 remaining provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Denton Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this limited purpose.

SECTION 7. 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 KEELY BRIGGS and seconded by PAUL MELTZER, the ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	✓			
Gerard Hudspeth, District 1:	✓			
Keely G. Briggs, District 2:	✓			
Jesse Davis, District 3:	✓			
John Ryan, District 4:	✓			
Deb Armintor, At Large Place 5:	✓			
Paul Meltzer, At Large Place 6:	✓			

PASSED AND APPROVED this, the 5th day of May, 2020.

CHRIS WATTS, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

CITY OF DENTON
DENTON, TEXAS

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: _____

EXHIBIT A

BEING all that certain tract of land situated in the FRANCIS BATSON SURVEY, ABSTRACT NO. 43, in the City and County of Denton, Texas, and being a part of the called 33.578 acre tract described in the Deed from Dorcell Young to John W. Porter, recorded in Volume 591, Page 9 of the Deed Records of Denton County, Texas, and as recognized and occupied on the ground, the subject tract being more particularly described as follows:

BEGINNING for the Southwest corner of the tract being described herein at an iron rod found for the Southwest corner of said Porter Tract in the monumented East right-of-way line of I.H. 35, said iron rod also being the Northwest corner of Lot 7 in Block 6 of GREENWAY CLUB ESTATES, an Addition in said City, according to the Plat recorded in Volume 4, Page 27 of the Plat Records of Denton County, Texas;

THENCE North 15 degrees 45 minutes 55 seconds West, with the East line said highway as monumented, a distance of 279.98 feet to a wood right-of-way marker at the beginning of a curve to the right having a radius of 5583.58 feet;

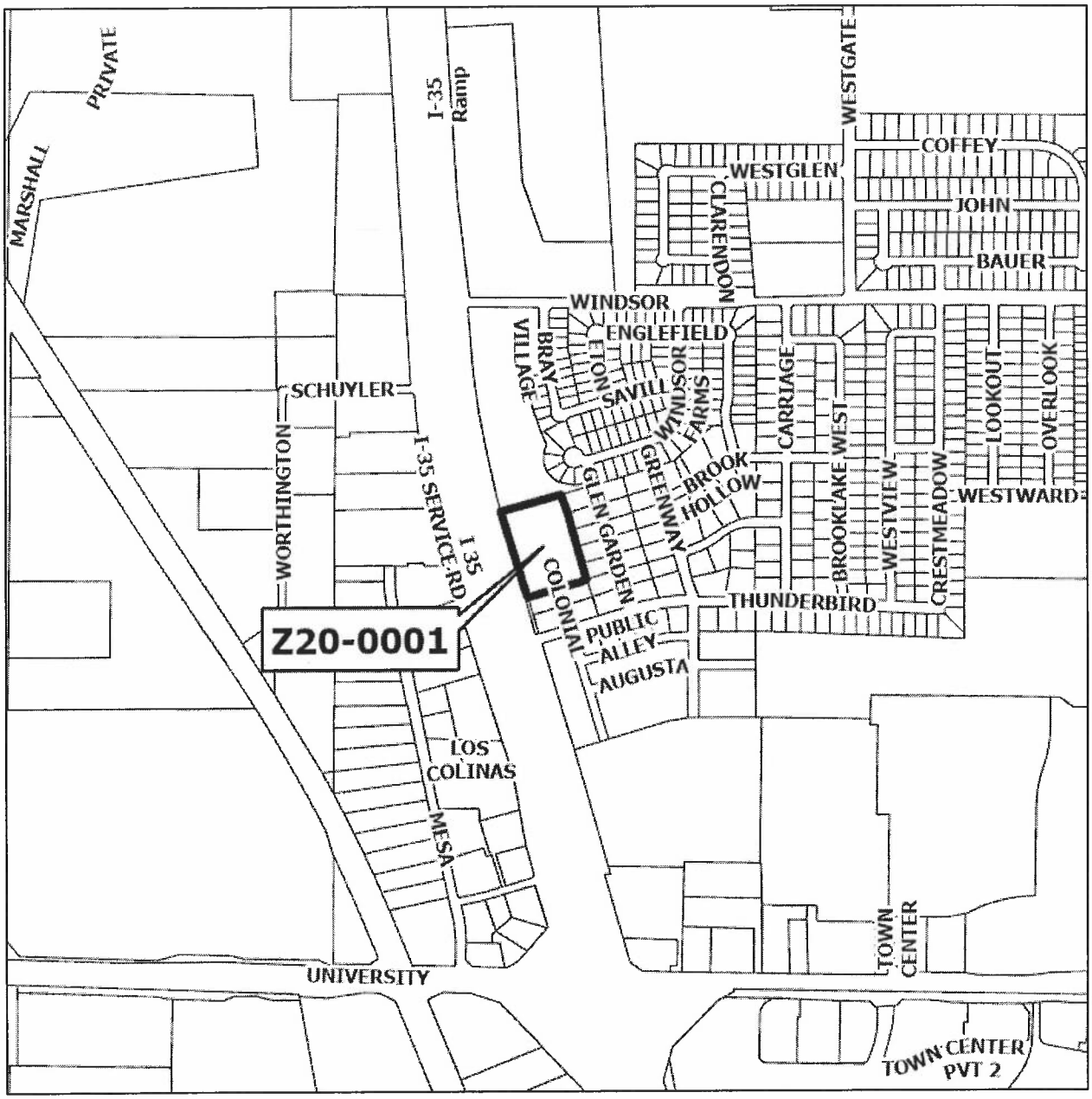
THENCE, along the arc of said curve along said highway, an arc distance of 191.69 feet (chord bearing of North 14 degrees 51 minutes 14 seconds, a distance of 191.68 feet) to an iron rod set for the Northwest corner of the herein described tract;

THENCE North 74 degrees 03 minutes 43 seconds East. with the South line of a called 30.124 acre tract described in the instrument recorded in Volume 1080, Page 238 said Deed Records, a distance of 316.69 feet to an iron rod found for the Northwest corner of Lot 2 in Block 7 said Greenway Club Estates;

THENCE South 16 degrees 01 minutes 01 seconds East, with the West line thereof a distance of 470.09 feet to an iron rod found for the most Southerly Southeast corner of said Porter tract and the Northeast corner of Lot 10 in said Block 7;

THENCE South 73 degrees 47 minutes 17 seconds West, with the South line said Porter Tract and the North line said Greenway Club Estates, a distance of 321.81 feet to the PLACE OF BEGINNING and enclosing 3.463 acres of land.

Exhibit B


Z20-0001
MARSHALL
PRIVATE
WORTHINGTON
SCHUYLER
I-35 SERVICE RD
I 35
I-35 Ramp
UNIVERSITY
LOS COLINAS
MESA
VILLAGE
BRAY
ETON
SAVILL
WINDSOR
ENGLEFIELD
WINDSOR FARMS
GREENWAY
GLEN GARDEN
COLONIAL
PUBLIC ALLEY
AUGUSTA
BROOK HOLLOW
CLARENDON
WESTGLEN
WESTGATE
CARRIAGE
BROOKLAKE WEST
WESTVIEW
THUNDERBIRD
CRESTMEADOW
COFFEY
JOHN
BAUER
LOOKOUT
OVERLOOK
WESTWARD
TOWN CENTER
TOWN CENTER PVT 2

5.2.3 Table of Allowed Uses.

Table 5.2-A: Table of Allowed Uses																	
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply																	
	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Residential Uses																	
Household Living																	
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+										5.3.3G
Group Living																	
Chapter House							S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	P								
Elderly Housing						S+	S+	P+	P+	P+	S+	S+					5.3.3H
Group Home	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+							5.3.3J
Public, Institutional, Religious, and Civic Uses																	
Community and Cultural Facilities																	
Airport, City-Owned																P	
Cemetery, City-Owned																P	
Cemetery, Privately-Owned	S+		S+							S+	S+	S+	S+	S+		S+	5.3.4I
Club or Lodge	P	S	S	S	S	S	S+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility									S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
Educational Facilities																	
Business or Trade School								P+	P+	P+	P+	P	P	P	P		5.3.4E
College or University									P	P			P				

School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P			P	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Healthcare Facilities																	
Hospital Services										P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P+	P+	P	P	P			5.3.4H
Commercial Uses																	
Agricultural and Animal Uses																	
General Agriculture	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P +	P+	P+	P+	5.3.5A
Commercial Stable	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Kennel	P+	S+	S+								P+	P+	S+	P+	P+		5.3.5C
Urban Farm	p	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Clinic	P	S	S					P	P+	P	P	P	P	P			5.3.5D
Recreation and Entertainment																	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+							S+	P+		5.3.5E
Food and Beverage Services																	
Bar, Tavern, or Lounge								S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G
Private Club	P+							P+	P+	P+	P+			P+	P+		5.3.5H
Restaurant								P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	P+	P+	P+	P+	P+			5.3.5J
Office, Business, and Professional Services																	
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	P	P	P	P	P	P	P		
Personal Services																	
Laundry Facility, Industrial												S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P	P	P	P	P		5.3.5O
Personal Service, General								P	P	P	P	P	P	P			
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+					5.3.5P
Retail Sales																	

Building Materials and Supply Store											S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop									P	P	P	P					
Lodging Facilities																	
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+									5.3.5T
Vehicles and Equipment																	
Auto Wash										P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U
Automotive Repair Shop, Major										P+	P+	P+	S+	P+	P+		5.3.5V
Automotive Repair Shop, Minor								S+		P+	P+	P+	P+	P+	P+		5.3.5W
Automotive Sales or Leasing												P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard														S+	P+		5.3.5X
Equipment Sales and Rental												S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use									P	P	P	P	P	P	P		
Travel Plaza												P		P	P		
Adult Entertainment Establishments																	
Sexually Oriented Business															S+		5.3.5Z
Industrial Uses																	
Data Center																	
Data Center, Modular														S^+	S^+	S^+	5.3.6I

Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
Manufacturing and Processing																	
Craft Alcohol Production								S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S														S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: Gas Wells
Manufacturing, Artisan								P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact									S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact													S	S	P		
Manufacturing, High-Impact															S		
Commercial Incinerator, Transfer Station															S		
Storage and Warehousing																	
Outdoor Storage														S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	P+	S+	P+	P+	P+		5.3.6G
Storage of Hazardous Materials															S		
Warehouse and Wholesale Facility										S+	S+	P	P	P	P		5.3.6H
Public and Semi-Public Utility Uses																	
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A
Solar Collector as Principal Use	S+												S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)															S+	S+	5.3.7C
Wireless Telecommunications	See Section 5.6: Wireless Telecommunications Facilities																
Accessory Uses																	
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A
Donation Box																	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C

Outdoor Storage, Accessory												P+	P+	P+	P+	P+	5.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4E
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																	
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

(Ord. No. DCA19-0012a, § 2(Exh. A), 11-5-2019; Ord. No. DCA19-0023a, § 2(Exh. A), 1-7-2020; Ord. No. DCA19-0025a, § 2(Exh. A), 2-4-2020; Ord. No. DCA19-0027a, § 2(Exh. A), 2-4-2020; Ord. No. DCA20-0004, § 2, 10-20-2020; Ord. No. DCA22-0003a, § 2(Exh. A), 9-20-2022; Ord. No. DCA23-0010b, § 2(Exh. A), 9-19-2023; Ord. No. DCA23-0001b, § 2(Exh. A), 9-26-2023; Ord. No. DCA23-0011b, § 2(Exh. A), 12-5-2023)

GENERAL FUND IMPACTS

Revenues	40 Year Total
AD VALOREM TAXES	$3,903,000
RETAIL SALES TAX	
Direct Project Retail Sales Tax Revenue	$0
Net New Resident + New Commuters Retail Sales Tax Revenue	$0
OTHER TAXES (Mixed Beverage)	$0
LICENSE & PERMITS	
Zoning Fees	$22,100
Building Permits	$20,200
Certificate of Occupancy	$0
Beer & Wine Permits	$0
SERVICE FEES	
Restaurant Inspections	$0
Grocery Store Inspections	$0
Swimming Pool Inspections	$0
Electrical Inspections	$0
Plumbing Inspections	$0
Development Fees	$9,400
Plan Review Fees	$16,600

Expenses	40 Year Total
Neighborhood	$0
Public Safety	$0
Transportation	$0
Admin & Community Services	$0

OTHER FUND REVENUES

TOURISM & CONVENTION SALES TAX	$0
ENTERPRISE UTILITY FUNDS	
Electric Charge	$7,411,500
Water Charge	$1,617,300
Wastewater Charge	$1,596,200
Drainage Charge	$161,700
Solidwaste Charge	$2,334,100
WATER IMPACT FEE	$176,600
WASTEWATER IMPACT FEE	$109,900
TOTAL ROADWAY IMPACT FEE	$14,200
TOTAL PARKS LAND DEDICATION & DEV. TRUST	$0
TREE MITIGATION	$0

ROADWAY MAINTENANCE

ROADWAY MAINTENANCE	$2,336,565

New Residents From Residential

0

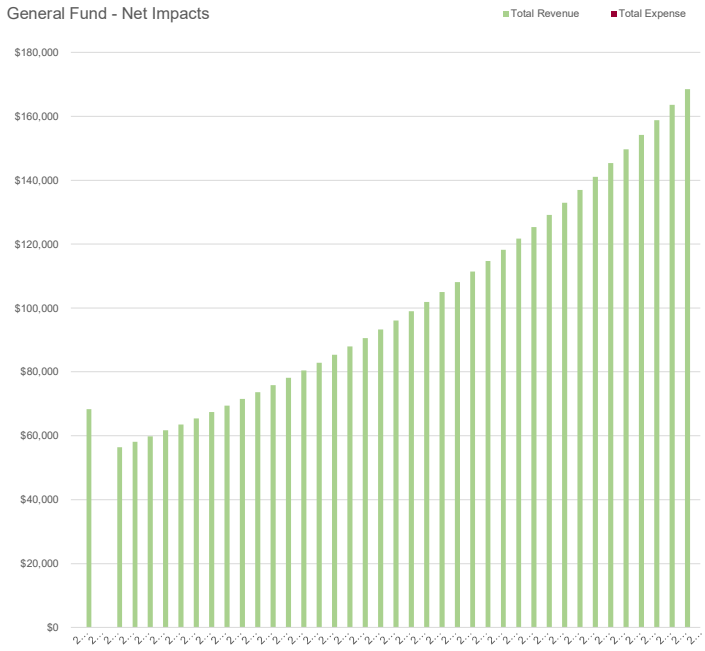
New Workers From Non-Residential *

0

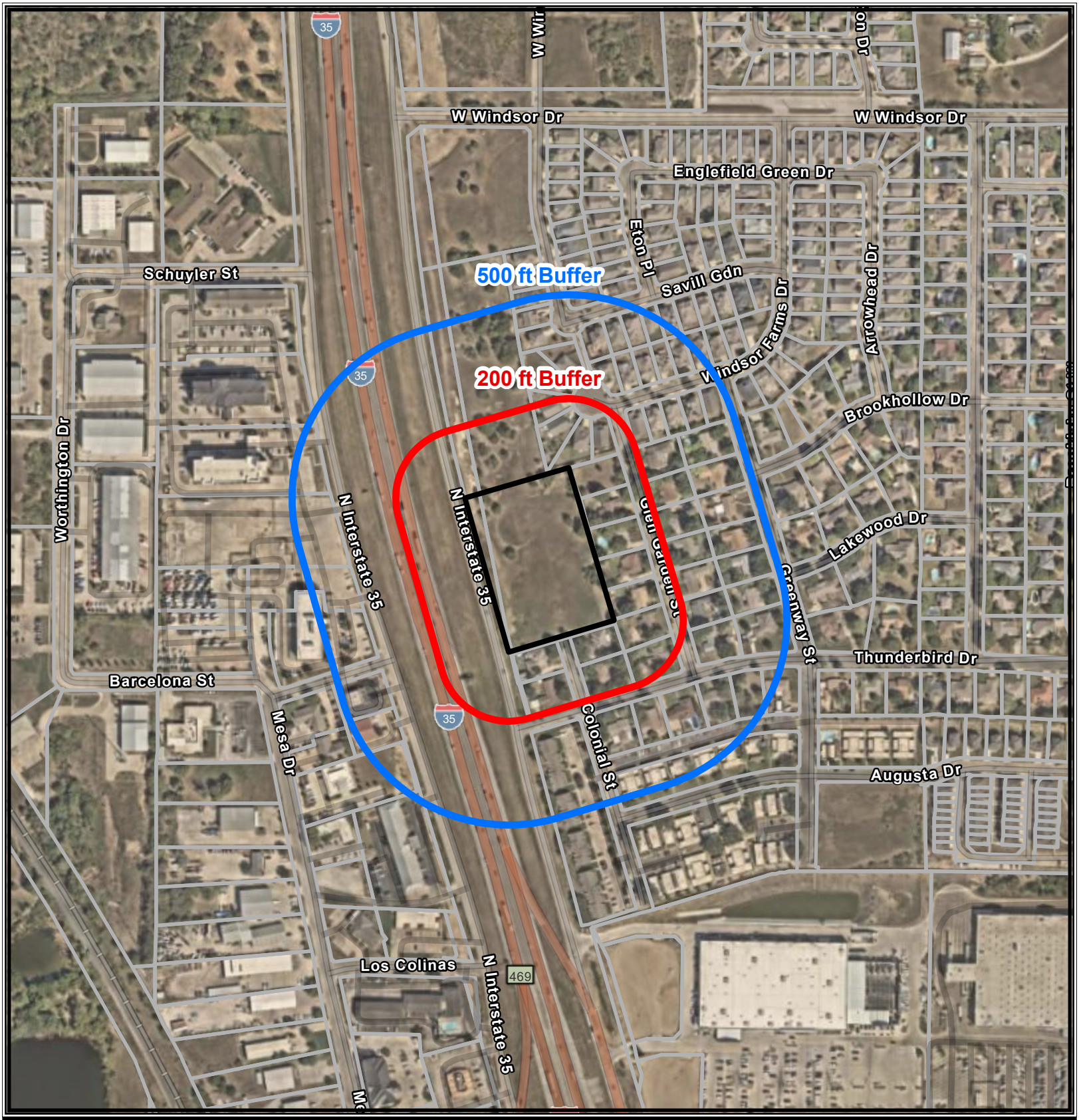
* Calculations based on new commuters not total new workers in order to not double count with new residents

General Fund Impact Summary

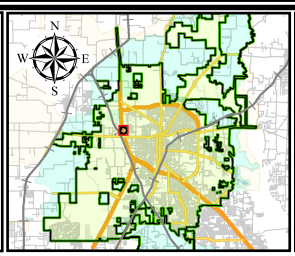
General Fund - Total Revenue	General Fund - Total Expenses	General Fund - Net Impact
$3,971,300	$2,336,600	$6,307,900



PDA24-0002
Notification Map



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



0 112.5 225 450 Feet

CITY OF DENTON
Development Services · GIS
Date: 10/24/2024

"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 relati
property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

DEPARTMENT OF DEVELOPMENT SERVICES
Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

Public Hearing Notification Sign Criteria and Affidavit

A public hearing notification sign is a sign erected on the subject property to publicize a Future Land Use or Zoning Change request, a Specific Use Permit request, a Variance request, or a Historic Landmark Designation request. ***The number of signs and the placement of signs shall be determined at the time of First Review Comments for each specific request.*** It is the responsibility of the owner/project representative to contact Development Services Department to verify the number and location of signs needed.

Sign Criteria:

SIGN DESIGN

- ☒ Signs shall be three and a half (3 ½) feet wide by four (4) feet tall. (Please refer to attached sign exhibit.)
- ☒ The sign shall be constructed in accordance with the City's design standards for public hearing notification signs.
  - a) Two (2) sided, ten (10) millimeter Coroplast sign or other material of equivalent strength and durability.
  - b) Lettering shall be placed on both sides of the sign.
  - c) The letter font style shall be Trebuchet MS. The required font size is 230 (bold) for the sign heading and 180 for all but for the remainder of the sign. Of the smaller words on the sign, everything is bold except the number field, name field, request field, and the website address. (Please refer to attached sign exhibit.)
  - d) Metal or wood posts shall be used.
- ☒ The sign shall comply with the layout and dimensions on the attached Public Hearing Notification Sign Specification sheet.

PLACEMENT

- ☒ The sign shall be posted perpendicular to the property line, and visible and legible from adjacent rights-of-way, but except alleys, at a location(s) determined by staff.
- ☒ If the subject property is on more than one (1) right-of-way, one (1) sign shall be posted along each right-of-way for each 500 feet of linear street frontage of the property.
- ☒ Signs shall be located outside of the public right-of-way, and shall be a minimum of two (2) feet off the ground, unless otherwise directed by the Director of Development Services or designee.

PROOF OF POSTING

- ☒ **At least 10 days prior to the public hearing, the applicant shall submit an executed affidavit of proof of the posting (attached) and photographs of the installed sign to the Planning Project Manager.**

  Failure to post the notification sign(s) and submit the affidavit and photographs will require that the public hearing item be withdrawn and re-noticed until the next public hearing date available.

- ☒ The property owner is responsible for maintaining the sign on the property throughout the entire public hearing process. If the sign is destroyed or removed from the property, the applicant is responsible for obtaining another sign and posting the sign on the property promptly.

REMOVAL OF SIGNS

- ☒ **The property owner or his/her representative must remove the sign within three (3) calendar days subsequent to the final decision by the approving body.**

CITY OF DENTON PUBLIC HEARING NOTIFICATION SIGN SPECIFICATIONS

3.5 Feet

4 Feet

Notice of Public Hearing

Project Number: PDA24-0002

Project Name: Elite Hospitality Indoor Pickleball

Request: Planned Development Amendment

Fore more info:

www.cityofdenton.com/ProjectInfo

Call: (940) 349-8600

File Downloads for Sign Posting

QR Code File Download

Logo File Download

Place sign here
City Limits
4320
WINDSOR FARMS
BARCELONA
THUNDERBIRD
AUGUSTA

DENTON

DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

PUBLIC HEARING NOTIFICATION SIGN AFFIDAVIT OF SIGN POSTING

Project No. PDA24-0002

Date of Planning and Zoning Commission Meeting: November 13, 2024

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to Project Name/Number PDA24-0002 - Elite Hospitality Indoor Pickleball,

located at 4320 N I-35 Denton TX 76207

Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.

Posting of said signs was accomplished on 10-31, 2024. Said signs have been posted in a manner that provides an unobstructed view and allows clear reading from the public right(s)of-way along Facing North Bound I-35 E Frontage Rd. on property at4320 N I-35 Denton, TX, 76207.

Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body. I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the October day of 31, 2024

Aimee Bissett

Signature of Applicant or Authorized Representative for Project No.

Aimee Bissett

Printed Name of Applicant or Authorized Representative for Project No.

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this 31 day personally appeared (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 31 day of October, 2024.

Candy J. Whitaker

Notary Signature (seal)

CANDY J. WHITAKER
Notary Public, State of Texas
Comm. Expires 09-06-2027
Notary ID 129516175

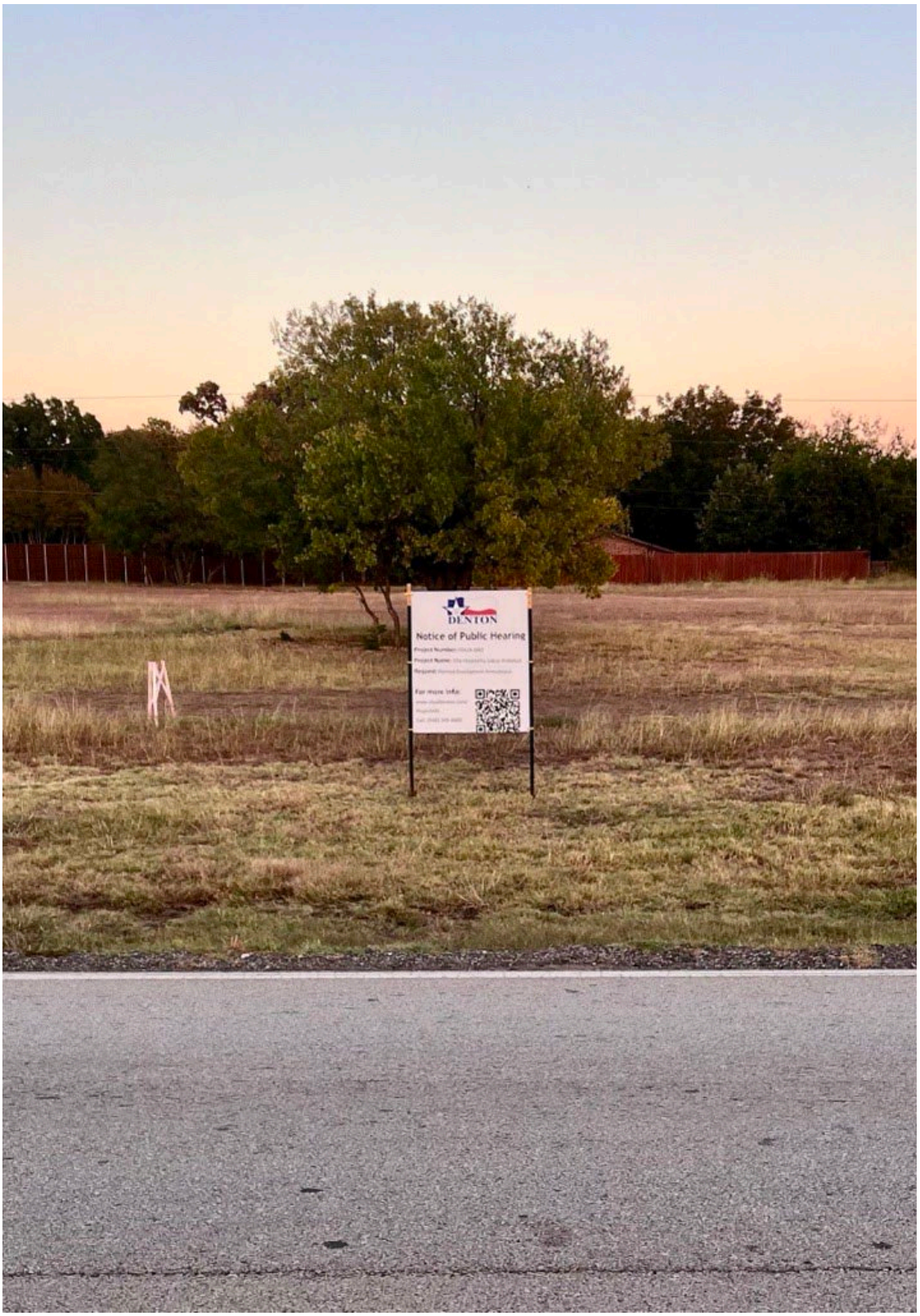
PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.***

STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____

Close up view of Sign

View of Sign from NB-1-35E Frontage Rd.



Manglaris, Angie

From: macdona892@aol.com
Sent: Tuesday, November 12, 2024 3:02 PM
To: Manglaris, Angie
Subject: Project Number PDA24-0002, Elite Hospitality Pickleball & Restaurant - Response Form

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 Manglaris,

I am reaching out to you in response to a Notice of Public Hearing letter that I received from the City of Denton Development Services Department. I am a resident within 200 feet from the area that focuses on the request for facilitating an indoor recreational and restaurant facility. The letter that I received from the city listed you as the contact person that I could e-mail, so I am contacting you through that option. I do not have a way to scan the response form, so I am responding to the information provided on the response form through an e-mail. I can bring the response form to the meeting and provide it as well if that is needed/required.

<u>I am responding to the Project Number PDA24-0002 for the Elite Hospitality Pickleball and Restarant.</u>

The form asks if we are either in favor of the request, or if we are opposed to the request. I am **opposed** to the request, but I would like to make the following comments:

- I have been able to attend Zoom sessions to discuss the potential for this development prior to tomorrow's meeting, and I have appreciated all of the information that I have heard at the meetings. I have also been able to speak with the 97 Land Company agent, Aimee Bissett, and she was incredibly professional and helpful (as was her team) to speak with me regarding my questions and concerns.
- As someone who lives so close to this land area, I want whatever is developed on it to be successful, and I would hope no less for this project request, should it occur. My opposition to the request is because I do not feel that I have enough information about it to know whether I can be in favor of it.
- I would like to know the hours of operation and what the flow of people in and out will realistically look like. This also includes my concerns for security and what that will be for the hours of operation, etc.
- I have strong concerns about noise and noise pollution. I am opposed to any and all outdoor/outside activity. Our neighborhood is very close to this land, and it is important that we be able to have no noise interference from either inside or outside of the facility to be able to live in peace. This is a huge concern for me.
- These are my main concerns, and I might have others that I would potentially share at the meeting.

Thank you for your attention to my response. If possible, would you be able to send a response to this e-mail so that I know that you have received it? I appreciate your time and assistance.

With kind regards,

Elizabeth MacDonald
2115 Glen Garden Street
Denton, Texas 76207-1255
940-923-1898
macdona892@aol.com

Physical Address of Property within 200 Feet:

2115 Glen Garden Street
Denton, Texas 76207-1255

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number PDA24-0002
Elite Hospitality Pickleball and Resturant

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Angie Manglaris, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to angie.manglaris@cityofdenton.com or call (940) 349-8381. Please note any responses are subject to public information requests including the information provided below.

Project Number PDA24-0002

Please circle one:

☐ In favor of request conditionally ☐ Opposed to request

Comments: In Zoom mtgs, there were explicit conditions outlined in regard to parking, light pollution, noise, garbage/rats, privacy & drainage. Considering the ON-GOING issues we have had for years & the problem of water drainage onto our property, I dread trying to resolve ANY issue w/ Denton. (over)

Signature: Rosa Lee K. Scott

Printed Name: Rosa Lee K. Scott

Street Address: 2123 GLEN GARDEN St.

City, State and Zip Code: Denton, TX 76207

Phone Number: 817-368-7750

Email Address: rlkscott24@yahoo.com

Physical Address of Property within 200 Feet: 2123 & 2125 Glen Garden St. Denton, TX 76207

We & our neighbors, the Williams have spent thousands of dollars due to the development northof us — ongoing for years with woefully inadequate help from Denton — who approved of the development, Windsor Farms.

Therefore, the placing of a pickleball facility plus parking means thousands of square feet covered in impervious surfaces. 3.185 acres covered in any sort of impervious surface equals 138,956.4 square feet which will be incapable of absorbing water. So, where does the run-off go?

It is this question & its answer which is a huge concern. And, we've heard no answer.

Rosa Lee K. Scott

678

Development Services
401 N. Elm St., Denton, TX 76201 • (940) 349-8600

Response Form

Project Number PDA24-0002
Elite Hospitality Pickleball and Resturant

In order for your opinion to be counted, please complete and mail this form to:

City of Denton Development Services
Attn: Angie Manglaris, Project Manager
401 N. Elm St.
Denton, TX 76201

You may also email to angie.manglaris@cityofdenton.com or call (940) 349-8381. Please note any responses are subject to public information requests including the information provided below.

Project Number PDA24-0002

Please circle one:

□ In favor of request □ Opposed to request

Comments: In favor only if restrictions applied as discussed in ZOOM Meeting

Signature:

Printed Name: John C. Scott

Street Address: 2123 Glen Garden St. and 2125 Glen Garden St

City, State and Zip Code: Denton, TX 76201-1255

Phone Number: 940-368-4230

Email Address: jcscott15@verizon.net

Physical Address of Property within 200 Feet:

2123 + 2125 Glen Garden St.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REPEALING ZONING ORDINANCE (Z20-0001b) FOR 3.185 ACRES OF LAND ZONED MIXED-USE NEIGHBORHOOD WITH OVERLAY CONDITIONS; AND ADOPTING A NEW ZONING DESIGNATION OF PLANNED DEVELOPMENT-MIXED-USE NEIGHBORHOOD (PD-MN) DISTRICT FOR 3.185 ACRES GENERALLY LOCATED EAST OF I-35N, APPROXIMATELY 1,078 FEET SOUTH OF WINDSOR DRIVE, 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 A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE. (PDA24-0002a; ELITE HOSPITALITY PICKLEBALL AND RESTURANT)

WHEREAS, Aimee Bisset, of 97 Land Company, on behalf of the developer Elite Hospitality Services, LLC, applied for a zoning change to the existing Overlay Planned Development (PD-MN) on approximately 3.18 acres of land legally described in Exhibit "A," and depicted in Exhibit "B" attached hereto and incorporated herein by reference (hereinafter, the "Property") to; and

WHEREAS, on April 7, 2020, the City Council adopted Ordinance Z20-0001b, approving a rezoning request from Residential 2 (R2) to Mixed Use Neighborhood (MN) with overlay conditions, as more particularly described therein and subsequently designated as PD-MN on the zoning atlas; and

WHEREAS, on November 13, 2024, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and held a public hearing for all property owners interested in this regard, and have recommended approval (3-1) of the request; and

WHEREAS, on December 3, 2024, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards for rezoning to an Overlay Planned Development zoning district as set forth in Section 2.7.3.D of the 2019 Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, have determined that the requested zoning to Planned Development-Mixed-Use Neighborhood (PD-MN) 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 Overlay Planned Development 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 Planned Development-Mixed-Use Neighborhood (PD-MN) district is hereby approved, subject to the following:

a) Land uses.

1. Permitted land uses shall be in accordance with the Mixed-Use Neighborhood (MN) zoning district as provided for in the 2019 Denton Development Code (DDC) and as amended, except as prohibited in 2. below.

2. Prohibited land uses shall include:

    a. Multi-Family
    b. Chapter House / Dorm
    c. Bar, Tavern, or Lounge
    d. Mobile Food Court
    e. Fuel Sales (Gas Stations)
    f. Food Processing
    g. Hotel
    h. Homeless Shelter
    i. Community Home
    j. Liquor Stores

b) The following overlay conditions shall apply to the overall site design regardless of the land use developed on the subject property.

1. Access to Colonial Drive shall be restricted to emergency access only.

2. Maximum building height shall not exceed one story and shall be limited to 36-feet at the roof's highest projecting element on the structure. The exceptions to building height in DDC Subsection 3.7.5 shall not be applied to gain additional height.

3. A minimum 20-foot width landscape buffer shall be provided along the east property line, which shall include a minimum of 30 points from DDC Table 7.G Buffer Points. One of the following three buffer elements shall be incorporated within the buffer along any portion of the property line that is not opaquely screened by an existing fence of at least 8 feet in height:

    a. A solid, opaque screening fence, minimum 8 feet in height, single-faced; or
    b. A vinyl, composite, double-faced solid wood, or similar non-masonry screening fence, minimum 8 feet in height; or
    c. A solid masonry wall, minimum 8 feet in height.

4. The building setback from the south property line shall be a minimum of 35 feet.

5. A minimum 15-foot width landscape buffer shall be provided along the south property line and the north property line adjacent to single-family residential land uses, which shall include an 8-foot tall solid masonry wall as one of the elements used to achieve the required 30 points of buffer elements.

6. Refuse enclosure shall be located on the west side of the property to maximize distance from the eastern property line. The refuse container shall not be located directly in front of any building and shall be opaquely screened from the right-of-way in accordance with DDC Subsection 7.7.8E.

7. The following building design standards shall apply only to an indoor recreation use. Any other permitted land use that may develop on the property shall follow the building design standards in DDC Section 7.10. Building design for an indoor recreation use shall be exempt from DDC Section 7.10.5.G.2a and b, and these subsections shall be replaced in their entirety with the following enhanced architectural requirements:

    a. A butterfly roof element shall be provided to break up the façade and provide architectural relief. Butterfly roof shall be defined as a roof that is characterized by its distinctive V-shaped profile, featuring two opposing slopes that meet at a central point as depicted in Exhibit "D".
    b. Buildings shall have no more than 30 continuous linear feet without a horizontal or vertical break along the western building façade, facing I-35 N. Such breaks may include extended roof overhangs, windows, doors, material changes, roofline variations, ornamental features, and elevation changes.

SECTION 3. If the site is to develop as an indoor recreation use, the site plan (or zoning compliance plan) shall substantially conform to the site layout design depicted on the conceptual site plan attached as Exhibit "C" in terms of building location, parking lot layout, and access in addition to complying with the conditions in Section 2 above.

SECTION 4. The provisions of this ordinance, as they apply to the subject site are herein approved and shall govern, and this ordinance shall repeal and replace Ordinance No. Z20-0001b.

SECTION 5. 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 6. Any person, firm, partnership, or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 7. 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 [___ - ___]:

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: _____

Exhibit A
Legal Description

BEING all that certain lot, tract, or parcel of land situated in the F. Batson Survey Abstract Number 43 in the City of Denton, Denton County, Texas, being all that certain tract of land conveyed by deed from South Stemmons Property Group, Ltd. to Windsor Farms Partners, L.P. recorded under Document 2020-167190, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found for corner in the south line of Lot 11, Block G of Windsor Farms Phase I, an addition to the City of Denton, Denton County, Texas, according to the plat thereof recorded in Cabinet V, Page 761, Plat Records, Denton County, Texas, said point being the northwest corner of Lot 2, Block 7 of Greenway Club Estates, an addition to the City of Denton, Denton County, Texas, according to the plat thereof recorded in Volume 4, Page 27, Plat Records, Denton County, Texas;

THENCE S 16° 38’ 05” E, 469.74 feet with the west line of said Block 7 of said Greenway Club Estates to an iron rod found for corner, said point being the northeast corner of Lot 10, Block 7 of said Greenway Club Estates;

THENCE S 73° 10’ 12” W, 315.85 feet with the north line of said Lot 10 and with the north line of Lot 7, Block 6 of said Greenway Club Estates to a capped iron rod marked TXDOT found for corner, said point being the southeast corner of that certain tract of land conveyed to the State of Texas (Interstate Highway Number 35) recorded under Document Number 2021-22853, Real Property Records, Denton County, Texas;

THENCE along the arc of a curve to the right having a central angle of 02° 05’ 26”, a radius of 1975.00 feet, an arc length of 72.06 feet, whose chord bears N 12° 17’ 21” W, 72.06 feet with the east line of said State of Texas (Interstate Highway Number 35) tract to a capped iron rod marked TXDOT found for corner;

THENCE N 11° 14’ 42” W, 401.29 feet with said east line of said State of Texas (Interstate Highway Number 35) tract to a capped iron rod marked TXDOT found for corner at the southeast corner of that certain tract of land conveyed to the State of Texas recorded under Document Number 2020-76315, Real Property Records, Denton County, Texas;

THENCE N 73° 28’ 50” E, 272.70 feet with south line of the remnant of that certain tract of land conveyed by deed from Farina Trust ’92 et al to Windsor Farms Partners, L.P. recorded in Volume 5418, Page 2116, Real Property Records, Denton County, Texas and with the south line of said Block G of said Windsor Farms Phase I to the PLACE OF BEGINNING and containing 3.185 acres of land.

Exhibit B
Site Location

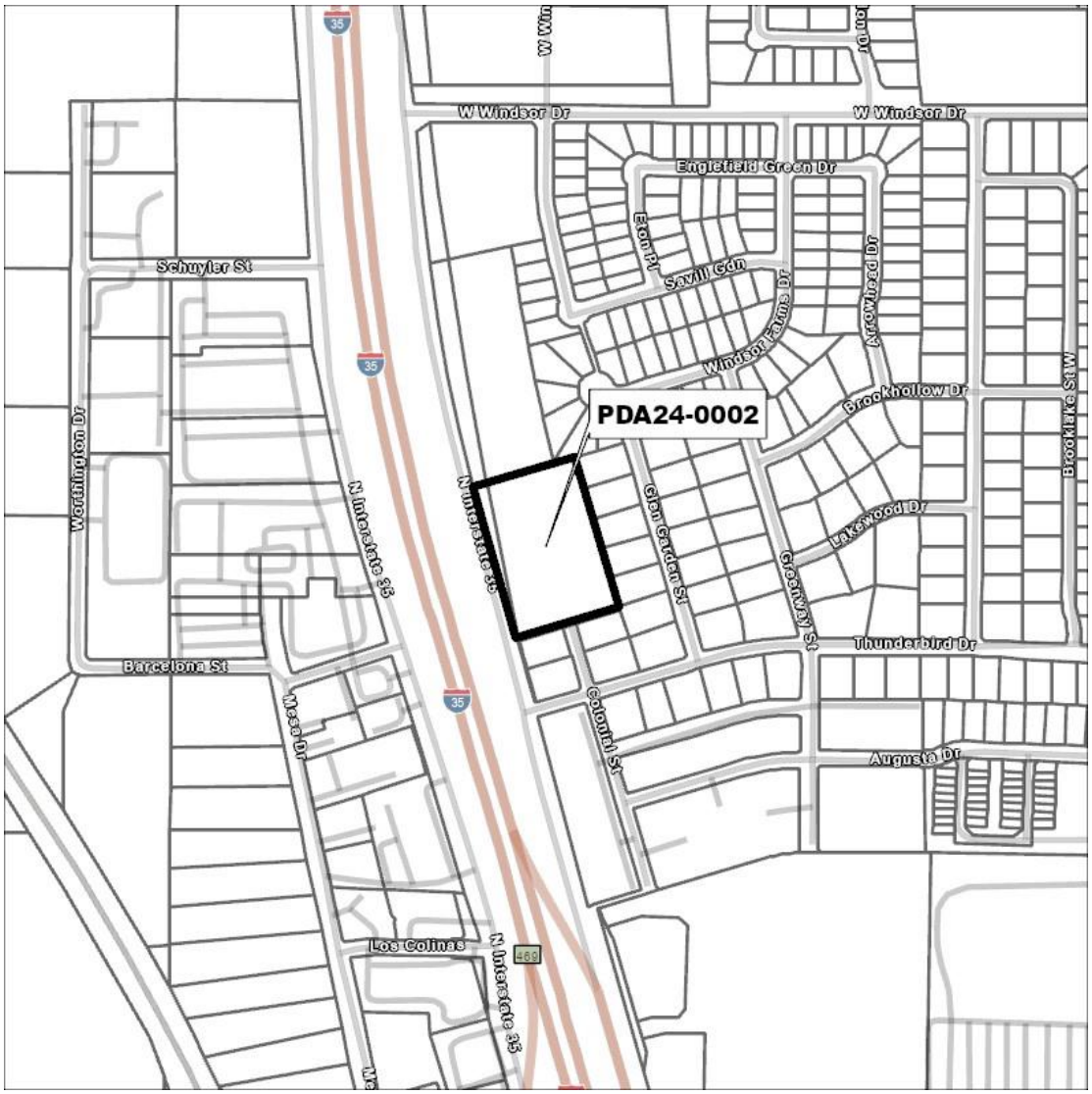


Exhibit C
Conceptual Plan

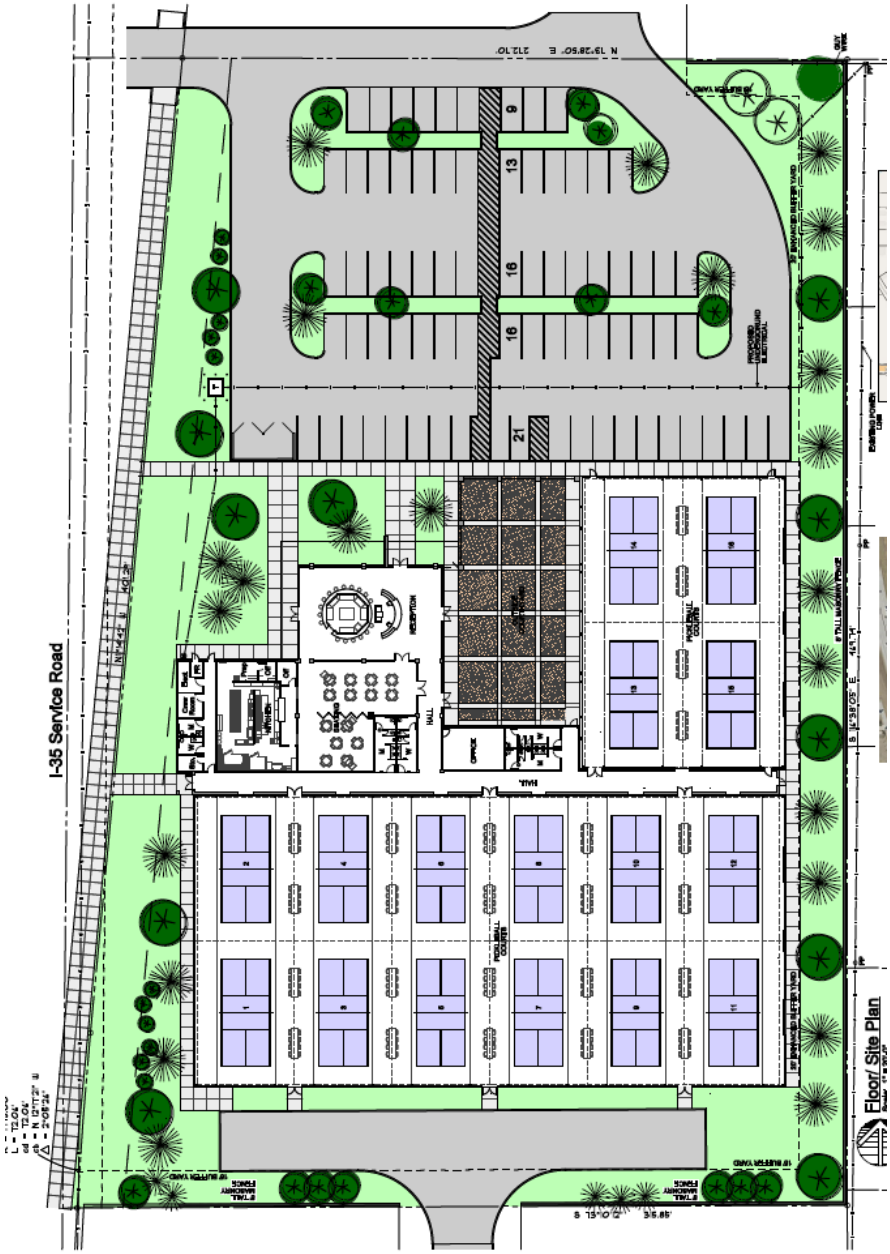


Exhibit D
Butterfly Roof Example

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	805232355	**Entity Type:**	Domestic Limited Liability Company (LLC)
Original Date of Filing:	September 19, 2023	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32091710619	**FEIN:**	
Duration:	Perpetual		

Name: ELITE HOSPITALITY SERVICES LLC
Address: 2681 MACARTHUR BLVD STE 202
LEWISVILLE, TX 75067-8259 USA

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Name	Address	Inactive Date
TNBB LLC	2681 MACARTHUR BLVD, STE 202 LEWISVILLE, TX 75067 USA	

Order | Return to Search

Instructions:
- To place an order for additional information about a filing press the 'Order' button.

PDA24-0002a
Elite Hospitality Pickleball and Restaurant

Angie Manglaris, AICP

Development Review Manager

December 3, 2024

CITY OF DENTON

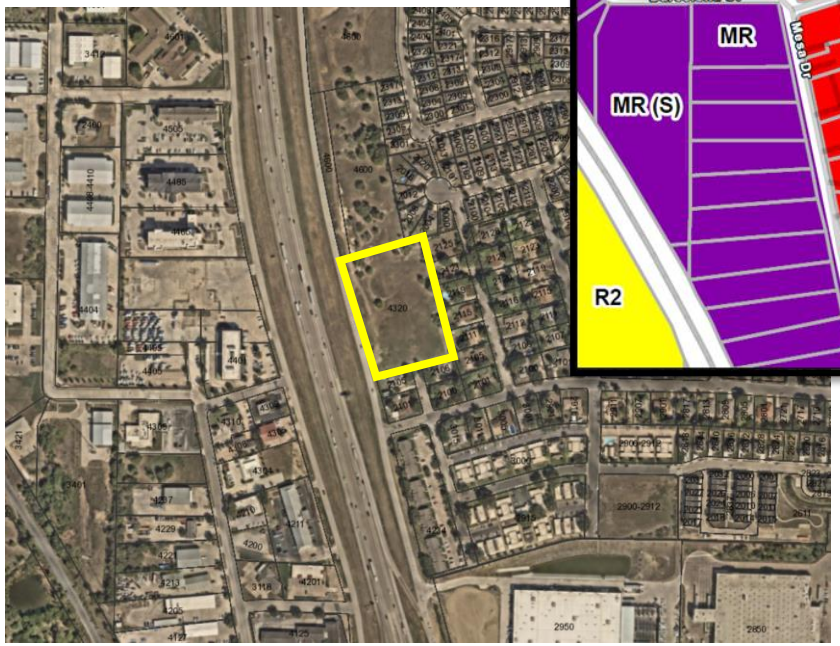
Request & Site Data

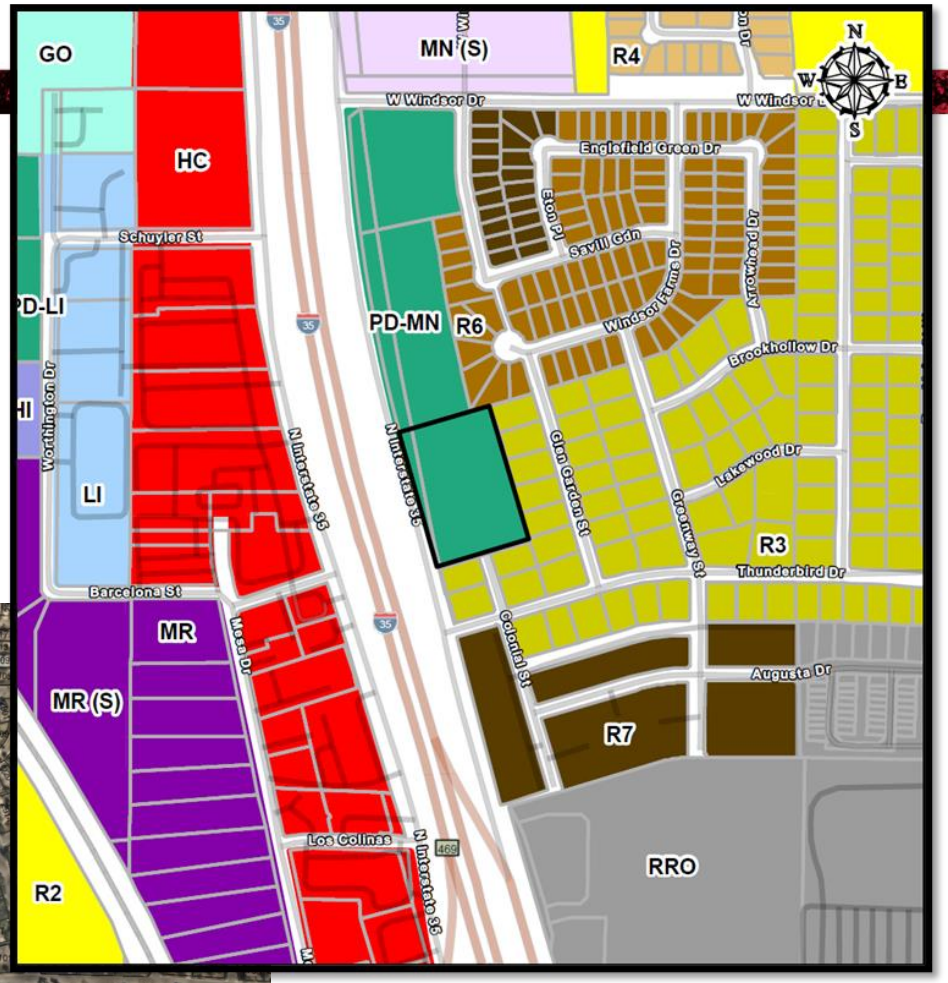
- Request to **amend an existing Overlay Planned Development (PD) District** with a base Zoning of Mixed-Use Neighborhood **(PD-MN).**

- 3.185 acres of undeveloped land with mature trees scattered throughout the site.

- Located east of I-35N and approximately 1,078 feet south of Windsor Drive.

- Zoning in the vicinity includes PD-MN, Residential (R3 & R6) and Highway Corridor west of I-35N.





Proposed Overlay PD

- Overlay PD from 2020 included these conditions:
  - prohibiting several land uses; **(Retained with this proposal)**
  - **establishing site design requirements that restrict uses adjacent to the eastern and southern boundary**; **(Removed with this proposal)**
  - requiring parking be oriented along the eastern property line between the offices and existing residential uses; and**(Removed with this proposal)**
  - emergency-only access from Colonial Drive **(Retained with this proposal)**
- The purpose of the amendment is twofold:
  - **remove problematic language in the original ordinance**, and
  - **Incorporate language to address concerns** as it relates to the development of the site as an **indoor recreational facility:**
    - Height restrictions
    - Enhanced buffering
    - Increased setback
    - Building design standards for indoor recreation use

DDC Standard	MN District	Proposed Overlay PD Regulations	Difference
DDC 3.3.1. MN–Height Requirements	Max. Height 65 feet* * Buildings between 41 and 65 ft, adjacent to a residential zoning require a SUP.	Max. building **height shall not exceed one story** and shall be **limited to 36 feet** at the roof's highest projecting element.	4 feet less than what is permitted by right and 29 feet less than what is allowed with an SUP.
DDC 3.3.1. Setback Requirements	Min. Rear Setback: 0 ft	Min. Rear Setback: 35 ft	Rear Setback: +35 ft
Landscape Buffers DDC Table 7. F (Eastern Property Line)	Min. 15-ft wide buffer with 20 points of elements	Min. **20-ft wide buffer** along the east property line with **30 points of elements**. **Opaque 8-ft fence** required where adjacent properties doe not already have an existing opaque 8-ft fence.	Additional 5-ft in buffer width, consisting of additional elements from Table 7.G.
Landscape Buffers DDC Table 7. F (Northern and Southern Property Lines)	Min. 15-ft wide buffer with 20 points of elements	Min. 15-ft wide buffer along the south property line and the north property line where adjacent to single-family, to include an **8-ft tall masonry wall**.	8-ft tall solid masonry wall as part of landscape elements.

Approval Criteria

General Approval Criteria for All Applications (Sec. 2.4.5E)

1. General Criteria
2. Prior Approvals
3. Consistent with the Comprehensive Plan and Other Applicable Plans
4. Compliance with this DDC
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. Minimizes Adverse Environmental Impacts
8. Minimizes Adverse Impacts on surrounding Property
9. Minimizes Adverse Fiscal Impacts
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Summary:

- ✓ Project is consistent with Denton 2040 Comprehensive Plan
- ✓ Provides greater level of design quality
- ✓ Minimizes adverse impacts
- ✓ Public facilities are adequate to serve development

Rezoning to PD District Approval Criteria (2.7.3.E)

1. Complies with the goals of the Comprehensive Plan;
2. Complies with the goals of relevant Area Plans;
3. Complies with this DDC, except where modifications are expressly authorized through the PD Regulations Document and PD Development Plan;
4. Provides a greater level of building design quality, community amenities, and connectivity than would be required if the project were not being developed in a PD District;
5. In the case of proposed residential development, that the development will promote compatible buildings and uses and that it will be compatible with the character of the surrounding area;
6. In the case of proposed commercial, industrial, institutional, recreational and other non-residential uses or mixed-uses, that such development will be appropriate in area, location, and overall planning for the purpose intended; and
7. The provisions for public facilities such as schools, fire protection, law enforcement, water, wastewater, streets, public services and parks are adequate to serve the anticipated population within the PD District.
8. The conditions and/or restrictions imposed by the PD are necessary and sufficient to address any significantly adverse impacts to surrounding properties or the neighborhood.

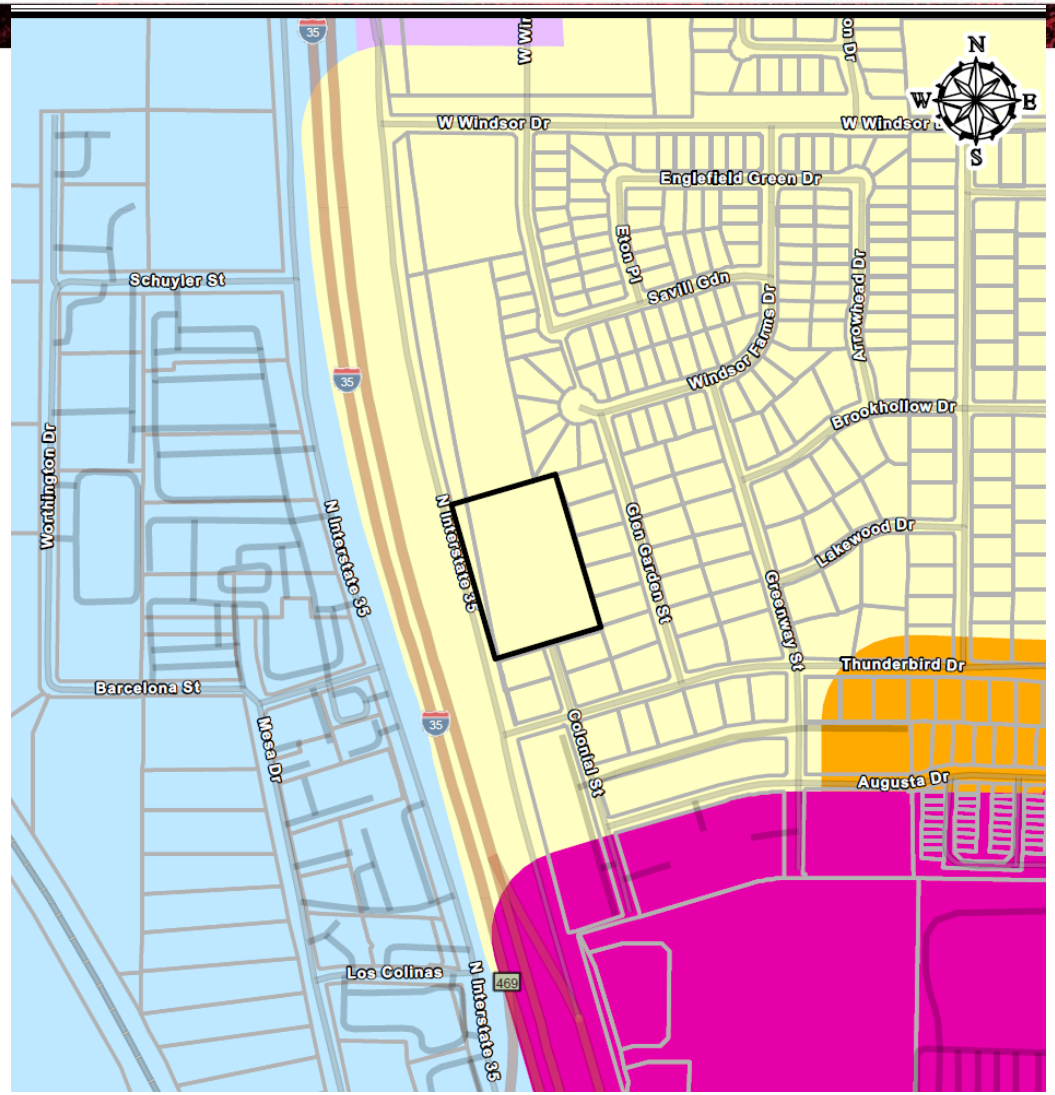
Denton 2040 Plan

Future Land Use: site is designated as Low Residential

- The Low Residential category includes the city's **predominantly single-family neighborhoods, with lot sizes ranging from one acre or more up to five units per acre**.
- May also include, **land uses that support residential neighborhoods** including scaled commercial uses at arterial and collector street corners.
- Not consistent with the intent this area be developed primarily as low-density residential.
- Is intended to provide recreational activities in the region and is **consistent with the idea that uses supporting residential areas may be appropriate in the Low Residential Category**

Fiscal and Economic Vitality: Denton has a higher-than-average visibility outside its immediate economic region.

- FEV-3: Increase Denton's tourism and economic potential.



Design Standards

- Maximum building height **shall be limited to 36-feet**.
- A **minimum 15-foot-wide landscape buffer along the south and the north property lines adjacent to single-family residential land uses**, which shall include an 8-foot-tall solid masonry wall.
- A **minimum 20-foot-wide landscape buffer shall be provided along the east property line** and shall include a minimum of 30 points from DDC Table 7.G Buffer Points.
- **A 35-foot rear yard setback**.
- Given the site's proximity to I-35N Development Standards propose:
  - A butterfly roof element shall be provided.
  - Buildings shall have no more than 30 continuous linear feet without a horizontal or vertical break along the western building façade.

Public Outreach

- Newspaper Ad: October 27, 2024
- Website: October 24, 2024
- Signs Posted: October 31, 2024
- Mailed Notices:

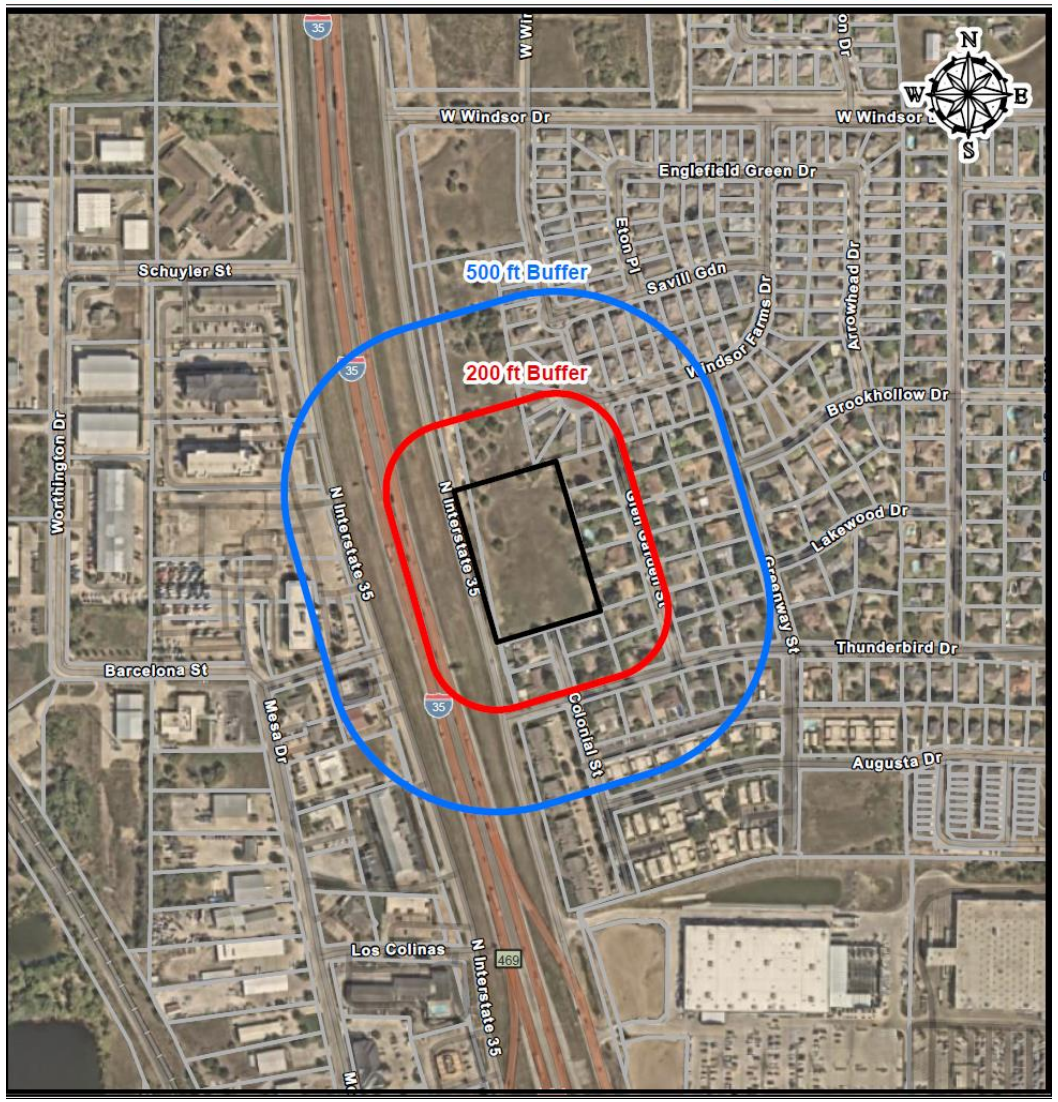
  200 ft. Public Notices mailed: 22

  500 ft. Courtesy Notices mailed: 84
- Responses:

  In Opposition: 1

  In Favor: 0

  Neutral: 0
- Six Neighborhood Meetings held by applicant



Recommendation

The Planning and Zoning Commission recommended **approval** of this request 3-1 at their November 13, 2024 meeting.

Staff recommends **approval** of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.3.D of the DDC for approval of a zoning change to PD District.

QUESTIONS?

Angie Manglaris, AICP
Development Review Manager
Development Services

File #: PD24-0003a, **Version:** 1

AGENDA CAPTION

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Residential 1 (R1) and Rural Residential (RR) Districts to a Planned Development with a base of zoning of Residential 4 (PD-R4) District on approximately15.44 acres of land generally located northeast of the intersection of US 377 and Brush Creek 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 a severability clause and an effective date. The Planning and Zoning Commission voted [3-1] to recommend approval of the request. Motion for approval by Commissioner Pruett and second by Chair Ellis. (PD24-0003a, The Reserves at Brush Creek, Angie Manglaris)

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: Department of Development Services

ACM: Cassey Ogden

DATE: December 3, 2024

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, regarding a change in the zoning district and use classification from Residential 1 (R1) and Rural Residential (RR) Districts to a Planned Development with a base of zoning of Residential 4 (PD-R4) District on approximately15.44 acres of land generally located northeast of the intersection of US 377 and Brush Creek 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 a severability clause and an effective date. The Planning and Zoning Commission voted [3-1] to recommend approval of the request. Motion for approval by Commissioner Pruett and second by Chair Ellis. (PD24-0003a, The Reserves at Brush Creek, Angie Manglaris)

https://dentontx.new.swagit.com/videos/320039?ts=3366

BACKGROUND

The request is a rezoning from Rural Residential (RR) and Residential 1 (R1) Districts to a Planned Development (PD) District with a Residential-4 (R4) base zoning district in order to facilitate the site design and development of a single-family residential development. The subject property is 15.44 acres and is part of a larger 18.07-acre parent tract of land. The proposed project includes 42 single-family residential homes along with on-site amenities.

In June 2023, the Planning and Zoning Commission considered a rezoning request for the larger 18.07 -acre parent tract situated at the northeast corner of US 377 and Brush Creek Road. At that time, the request was a rezoning from RR and R1 to Residential 6 (R6) and Suburban Corridor (SC). The 2023 request included rezoning the same 15.44-acres that is the subject of this request to R6 to allow for a single-family development with approximately 55 residential homes. The remaining 2.70 acres, situated at the southwest corner of the property was proposed to be rezoned to SC for future commercial development. During the public hearing, several residents expressed concerns surrounding the uncertainty of a straight zoning case, specifically uses which would be allowed by right in the R6 zoning district, including townhomes, duplexes, triplexes, and fourplexes. Additionally, residents expressed the following: concerns regarding lot size and compatibility with the neighborhood situated in the extraterritorial jurisdiction (ETJ) to the east; concerns regarding impacts to surrounding property values; a desire to see a screening wall situated between the subject property and the neighborhood to the east; and a desire to see a site plan which would allow more assurance in how the property would be developed. The Planning and Zoning Commission recommended denial [5-1] of the zoning case and expressed a desire to see the proposal come back as a Planned Development (PD) to address the concerns of the surrounding neighborhood by establishing and codifying a development plan. The Planning and Zoning Commission meeting from June 28, 2023, may be viewed here: Jun 28, 2023 Planning and Zoning Commission on 2023-06-28 5:30 PM - Denton, TX

Following the Planning and Zoning Commission meeting, the applicant decided to refrain from moving the project forward for City Council consideration, and in May 2024, submitted a new application for a PD with a base zoning of R4 on only the 15.44-acres of land intended for single-family development, excluding the 2.7 acres previously proposed for commercial development at the intersection of US 377 and Brush Creek Road. Instead, this 2.7 acres will retain the existing R1 zoning at this time, and a separate zoning change action would have to be considered should commercial development be contemplated again in the future.

The purpose of the proposed PD is to facilitate the design and development of a single-family neighborhood in a manner that takes into account concerns previously heard from neighboring property owners. The proposed amendments to the Denton Development Code (DDC) (i.e. the PD regulations) are outlined in Exhibit 7 and are summarized in the table below. For any standard not specified in the PD regulations, the DDC would apply. The proposed PD Development Plan includes the following:

- 42 Single-Family Homes on minimum 7,000 sq ft lots;
- 8 Homeowner's Association Lots;
- Gated community, with privately owned and maintained streets;
- A 10-foot-wide landscaped buffer along the eastern property line of the PD district, consisting of a 6-foot-tall masonry wall and continual row of trees; and
- A 15-foot-wide landscaped buffer along the southwest portion of the PD district.

DDC Standard	R4 District	Proposed PD Regulations	Difference
Permitted Uses (DDC Subchapter 5)	Uses as outlined in DDC Subchapter 5, including Single-Family Detached Homes, Community Homes, Outdoor Recreation Facilities, Religious Facilities, Duplex (S), Townhomes (S), select professional office uses (S) Note: (S) indicates a Specific Use Permit is required	The following principal uses shall be permitted: 1. Single-Family Homes The following accessory uses and structures shall be permitted: 1. Accessory Structures 2. Home Occupations 3. Swimming Pools 4. Detached garages/carport	Limits allowable uses to single-family dwelling units and a limited variety of accessory uses and structures.
Lot Width (DDC Subchapter 9)	The horizontal distance between the side lines, measured at the front property line adjacent to the public right-of-way. The lot width for a corner lot shall be measured along the right-of-way upon which the address is assigned. The flagpole portion of a flag lot shall be ignored in measuring lot width.	**Lot Width, Type A:** Type A Lots shall follow the definition for Lot Width as defined in in the Denton Development Code. **Lot Width, Type B**: Applies to lots with Trapezoidal shape fronting a street knuckle. Lot width shall be measured at the front setback line. (See Exhibit EX-C3)	This PD introduces an additional definition of Lot Width (Type B) for lots located on street knuckles.

R4 District Minimum Lot Size and Dimensional Standards (DDC 3.2.5)	Lot Width: 50 feet Lot Depth: 80 feet	Minimum lot width: 60 feet Minimum lot depth: 120 feet	Lot Width: +10 feet wider Lot Depth: +40 feet deeper
R4 District Minimum Setback and Building Coverage (DDC 3.2.5)	Minimum Front Yard Setback: 20 feet Maximum Building Coverage: 50%	Minimum Front Yard Setback: 16 feet Maximum Building Coverage: 55%	Front Yard Setback: -4 feet Building Coverage: Increase of 5%
Street Tree Requirements DDC 7.7.7. D.1	At least one street tree is required for every 30 feet of street frontage	Where DDC 7.7.7 spacing requirements cannot be met, street trees shall be placed outside the right-of-way and in HOA Lots. 15 Street Trees are located within HOA Lots.	Street Tree requirements are fulfilled by locating those that cannot be accommodated along right-of-way in HOA Lots.
Landscape Buffers DDC Table 7. F (Eastern Property Line)	When a developing single-family use is adjacent to an existing single-family use, no landscaped compatibility buffer is required.	Adjacent to existing single-family development, a 10-foot-wide landscaped buffer is required, consisting of a 6-foot-tall masonry wall and a continual row of trees.	Additional buffering and landscape requirements where adjacent to an existing single-family development.
Landscape Buffers DDC Table 7. F (Southwestern Property Lines)	When a developing use is adjacent to an undeveloped parcel, no landscaped buffer is required.	Where adjacent to the remaining 2.7 undeveloped acres out of the parent tract, the development shall provide a 15-foot-wide landscaped buffer.	Additional buffering and landscape requirements where adjacent to the undeveloped remainder parcel.
Single-Family Detached, Duplex, Townhome, Triplex, Fourplex Dwelling Site and Building Design (DDC 7.10.3)	The same building elevation shall not be used within any 10-lot grouping as defined by the two adjacent lots on either side of the subject property and the five lots immediately across the street from those same lots.	The same floor plan and building elevation shall not be used on the lot immediately on either side of the subject property or directly across the street from the subject property..	Reduction in number of lots on which a building elevation may not be repeated on and introduction of a no-repeat requirement for floorplans as well.

Single-Family Detached, Duplex, Townhome, Triplex, Fourplex Dwelling Site and Building Design (DDC 7.10.3.E Building Mass and Form)	Buildings shall incorporate at least three of the following design features to provide visual relief along the front of the residence: 1. Dormers; 2. Gables; 3. Recessed entries, a minimum of three feet deep; 4. Covered front porches; 5. Cupolas; 6. Architectural pillars or posts; and/or 7. Bay window with a minimum 24 inches projection.	Building shall incorporate at least three of the following design features to provide visual relief along the front of the residence: 1. Dormers; 2. Gables; 3. Recessed entries, a minimum of three feet deep; 4. Covered front porches; 5. Cupolas; 6. Architectural pillars or post; 7. Bay windows with a minimum 24 inches projection; 8. Shed roof accents; 9. Water tables;	Introduction of two additional possible elements to be incorporated along the front façade.
Single-Family Detached, Duplex, Townhome, Triplex, Fourplex Dwelling Site and Building Design (DDC 7.10.3.F Garage Design	The garage shall be offset a minimum of three feet from the building	A front facing garage door shall be offset a minimum two feet from the front façade of the home.	Reduction of one foot in offset from garage and residence.

A full Staff Analysis is provided in Exhibit 2.

PLANNING AND ZONING COMMISSION

On November 13, 2024, the Planning & Zoning Commission held a public hearing and recommended approval of the rezoning [3-1]. The applicant and intended builder for the subdivision presented to the Commission. Several members of the public submitted comment cards in opposition to the project and declined to speak. Three members of the public spoke in opposition to the project. A summary of public comments received is below:

- One member of the public cited concerns regarding the appropriateness of the R4 base zoning designation and the ability of the City to enforce the planned development regulations as presented, including the home builder associated with the project. The Chair asked staff to address the resident's concerns. Staff stated once planned development districts are approved by City Council, the development standards and development plan are attached to the adopting Ordinance, which is binding and enforceable by the City. Staff noted planned development regulations do not specify which builders must be used, and the proposed builder could change during the process.
- One member of the public spoke and expressed concerns regarding the status of Brush Creek Road and the responsibility of the developer to make improvements to the roadway. Additional concerns were raised regarding increased demand the project would place on Argyle Independent School District (AISD). The Chair asked staff to address the residents' concerns.

- Staff stated the City reached out AISD for information regarding the number of students this development would be anticipated to add to the district. AISD predicted this development would add approximately 31 students to the school district.
- Regarding Brush Creek Road, staff stated per the City's 2022 Mobility Plan Brush Creek Road is designated a Primary Arterial, which is required to have a right-of-way width of 135 feet. The applicant is required to dedicate right-of-way along Brush Creek Road to ensure a half-width of 67.5 feet along the proposed project's property line. Ultimately, Brush Creek Road is intended to be realigned to extend westward from the property, across US 377 and connect to Allred Road, serving as a needed regional east-west connection throughout the southern portion of the City. This would be a future phase of the City's Capital Improvement Project for Brush Creek Road.

- A member of the public spoke regarding neighborhood engagement, and expressed concern regarding lack of information and notification received for neighborhood meetings about the project for those who reside in the Hills of Argle.

Following the public hearing, the Commission asked the applicant to address how neighborhood meeting notification was sent to surrounding residents. The applicant explained they used the 200-foot and 500-foot mailing lists provided by the City as well as contact information they had collected from residents residing in the ETJ.

The Commission asked staff if water and sewer services were within the vicinity and available to serve the site. Staff confirmed there is a water line situated north of the subject property and a sanitary sewer line situated to the south of subject property. The proposed development will be able to make connections to these facilities.

OPTIONS

1. Approve.
2. Approve with conditions.
3. Deny.
4. Postpone Item.

RECOMMENDATION

Staff recommends approval of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.3.E of the DDC for approval of a Planned Development

PRIOR ACTION/REVIEW (Council, Boards, Commissions)

December 1969	City Council	Annexed western 11.359 acres of site into city.	Approved
February 2002	City Council	Rezoned western portion from Agricultural (A) to NR-2 during citywide rezoning.	Approved
September 2002	Planning and Zoning Commission	City initiated rezoning of Western portion of subject site from NR-2 to NR-1	Recommended approval of requests
November 2002	City Council	City initiated rezoning of Western portion of subject site from NR-2 to NR-1	Approved

August 2017	City Council	Annexed eastern 6.71 acres into the city. Placeholder zoning of RD-5x applied upon annexation.	Approved
April 10, 2019	Planning and Zoning Commission	City initiated city-wide rezoning of western portion of subject site from NR-1 to R-1	Recommended approval
April 23, 2019	City Council	City initiated city-wide rezoning of western portion of subject site from NR-1 to R-1	Approved
October 16, 2019	Planning and Zoning Commission	Rezoning request from RR and R1 to MN	Recommended Denial
June 28, 2023	Planning and Zoning Commission	Rezoning request from RR and R1 to R6 and SC	Recommended Denial
November 13, 2024	Planning and Zoning Commission	Rezoning request from RR and R1 to PD-R4	Recommended Approval

PUBLIC OUTREACH:

Six (6) notices were sent to property owners within 200 feet of the subject property, and 70 postcards were mailed to current residents within 500 feet of the subject property. Based on the City's current notification policy and state law, these notices were mailed to property owners and residents within the City limits. As of the writing of this report, staff has received four (4) emails opposed to the request, which are included in Exhibit 10.

A notice was published in the Denton Record Chronicle on October 27, 2024.

A notice was published on the City's website on October 24, 2024.

Two signs were posted on the property on October 30, 2024.

Since the Planning and Zoning Commission meeting in June 2023, the developer has held three neighborhood meetings for the proposed project on August 8, 2023; May 14, 2024; and October 22, 2024. Four residents attended the first meeting. Seven residents attended the second neighborhood meeting on May 14, 2024, and one resident attend the October 22, 2024 meeting. Primary concerns from the residents were the proposed residential lot sizes, buffering between the proposed development and the existing residential uses to the east, the price point of the residential units, and traffic concerns along Brush Creek Road and in the greater region.

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 - Existing Zoning Map
Exhibit 5 - Future Land Use Map

Exhibit 6 - Development Standards
Exhibit 7 - PD Development Plan
Exhibit 8 - Comparison of Allowed Uses
Exhibit 9 - Fiscal Impact Analysis
Exhibit 10 - Notification Map and Responses
Exhibit 11 - Draft Ordinance
Exhibit 12 - Traffic Impact Analysis Addendum
Exhibit 13 - LLC Members List
Exhibit 14 - Staff Presentation

Respectfully submitted:
Tina Firgens, AICP
Deputy Director of Development Services/Planning Director

Prepared by:
Angie Manglaris, AICP
Development Review Manager

Planning Staff Analysis
PD24-0003a/The Reserves at Brush Creek
City Council District #4

REQUEST:
Rezone approximately 15.44 acres from Rural Residential (RR) and Residential 1 (R1) Districts to Planned Development – Residential 4 District (PD-R4).

SITE DATA:
The subject property is being proposed for a rezoning from Rural Residential (RR) and Residential 1 (R-1) Districts to Planned Development – Residential 4 District (PD-R4). The intent of the rezoning proposal is to facilitate the development of a future residential subdivision of approximately 15.44 acres. The subject property is part of a larger 18.07-acre parent tract. Approximately 2.7 acres of the parent tract located at the northeast corner of the intersection of US 377 and Brush Creek Road is not included in this request and is intended to develop independently at a later date. The site has frontage on both US 377 (Fort Worth Drive) and Brush Creek Road, which are both designated as Primary Arterials.

The subject property predominantly consists of open pasture with an existing residential home and associated accessory structures on site. There is a plugged gas well near the middle of the site. As shown in Exhibit 7, the plugged gas well is intended to be located on a common area lot to be owned by the Homeowner's Association (HOA) should this zoning change be approved.

The area surrounding the subject tract consists of a variety of land uses and zoning districts both within the City of Denton and in the Extra Territorial Jurisdiction (ETJ). To the north, northeast, and east of the site exists a mixture of commercial and residential uses located within the City's ETJ. To the south, southwest and west exists single-family development at a variety of densities and undeveloped tracts of land situated within City Limits.

The general area's street network includes the following:

- **US 377:** US 377 is a north-south road owned and maintained by TxDOT. Per the 2022 Mobility Plan, US 377 is designated as a Primary Arterial. This roadway is planned to be a six-lane undivided roadway and is proposed to be improved as part of the State's work to widen the US 377 corridor.
- **Brush Creek Road**: Brush Creek Road is an east-west road situated to the south of the subject property. Per the 2022 Mobility Plan, Brush Creek Road is classified as a Primary Arterial and is intended to be realigned to extend westward from the property, across US 377 and connect to Allred Road, serving as a needed regional east-west

connection throughout the southern portion of the City. This would be a future phase of the City's Capital Improvement Project for Brush Creek Road.

SURROUNDING ZONING AND USES:

Northwest: Zoning: Planned Development (PD) District Use: US 377 and single-family (Sagebrook Phase 1)	North: Zoning: R1 District Use: Undeveloped land with driveway leading to industrial use (self- storage warehouses) in the ETJ	Northeast: Zoning: ETJ Use: Industrial (self- storage warehouses)
West: Zoning: PD District Use: US 377 and single-family (Sagebrook Phase 1)	SUBJECT PROPERTY	East: Zoning: ETJ Use: Single-family Residential
Southwest: Zoning: R1 Use: Undeveloped land (remainder of parent tract)	South: Zoning: R2 District Use: Brush Creek Road and Single-family Residential (Country Club Village)	Southeast: Zoning: R2 District Use: Brush Creek Road and Single-family Residential (Country Club Village)

CONSIDERATIONS:

A. Section 2.4.5.E of the DDC provides approval criteria applicable to all applications.

1. *General Criteria*

   a. *Unless otherwise specified in this DDC, City review and decision-making bodies must review all development applications submitted pursuant to this subchapter for compliance with the general review criteria stated below.*
   The review criteria were applied as required.

   b. *The application may also be subject to additional review criteria specific to the type of application, as set forth in sections 2.5 through 2.9.*
   Section 2.7.3.D of the DDC applies to this rezoning to PD request. An analysis of this request per those criteria can be found below in Consideration B.

   c. *If there is a conflict between the general review criteria in this section and the specific review criteria in sections 2.5 through 2.9, the applicable review criteria in sections 2.5 through 2.9 controls.*
   There are no conflicts between the general criteria and the criteria specific for rezoning to PD requests.

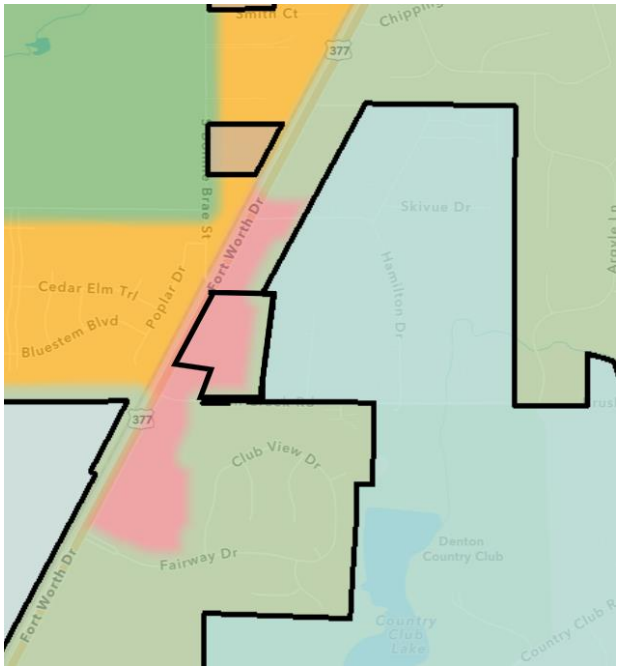
2. *Prior Approvals*
   There have been no prior approvals related to this development. As discussed in Exhibit 1, a previous zoning request was brought forward to the Planning and Zoning Commission in 2023, but the Commission recommended denial and indicated that a PD zoning may be more appropriate for the property to account for neighborhood concerns expressed at the public hearing.

3. *Consistent with the Comprehensive Plan and Other Applicable Plans*
   The decision–making authority:

a. *Shall weigh competing goals, policies, and strategies.*
There are no competing goals or policies within the Comprehensive Plan that affect this property.

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.*

Per the Denton 2040 Comprehensive Plan Future Land Use Map (FLUM), the subject property is primarily designated as Neighborhood Mixed Use. Neighborhood Mixed Use (shown in pink on the inset map below) applies to neighborhoods or districts where the predominant use is residential, but with a mix of compatible housing types and densities along with local-serving, non-residential retail and service uses. Such use mixes are typically found in established neighborhoods in the city's core that accommodate local services. This designation is also applied in areas of future development suited primarily to single-family development, but where neighborhood-serving retail and services are critical to achieving balanced, accessible neighborhoods. Buildings should be appropriately scaled and have an intensity that complements the surrounding neighborhood and environment.



It should be noted that while the subject property is primarily designated as Neighborhood Mixed-Use, the eastern portion of the site has a Future Land Use Designation of Rural Areas (shown in light green in the inset map), which is predominantly intended for farms and ranches, as well as large-lot residential (one unit per five acres). This designation is reflected on the subject property to show the transition that occurs between the Neighborhood Mixed-Use designation along Highway 377 and the adjacent rural residential development. The property immediately east of the subject tract is situated in the City's ETJ, and therefore designated as Rural Areas.

While the proposed development is not consistent with the designation of Rural Areas with a density of 3.6 units per acre, the proposed development is consistent with the intent of the Neighborhood Mixed Use Future Land Use Designation. The subject property will serve as a transition area from the large-lot single-family residential developments to the east to the higher density land use patterns typically seen and desired along and to the west of the US 377 corridor. As properties within this region continue to develop, the proposed PD will help to establish character within the overall region. Furthermore, as detailed in Criterions B.4 and B.5 below, the proposed Development Standards limit the allowable land uses which may be permitted within the PD and establish enhanced site design standards to reduce incompatibilities between proposed and existing development.

Population Projections

Per the Denton 2040 Comprehensive Plan, the City's population is projected to increase from 139,869 residents in 2020 to 229,192 residents in 2040, requiring the addition of 37,094 total housing units, including 19,808 additional detached residential dwelling units (Table 1.3).

The proposed development is consistent with the overall need for additional housing to meet the projected needs of the growing population by adding 42 additional single-family homes to the City.

Housing and Neighborhoods

The Denton 2040 Comprehensive Plan recognizes that, "With housing demand expected to increase over the next five years, providing diverse housing options in a variety of densities, styles, and price-points is critical to increasing the affordability of housing in Denton." The proposed development is consistent with the housing goals within the City, including:

Goal HN-1: Develop and maintain a housing stock that meets the needs of all residents with a diverse array of choices in type, cost, and locations.

Preferred Land Preservation Plan

The site does not contain any Environmentally Sensitive Areas or other areas identified for possible preservation and is therefore consistent with the goals of the Preferred Land Preservation Plan.

4. *Compliance with this DDC*
   a. *The proposed development shall comply with all applicable standards in this DDC, unless the standard is to be lawfully modified.*
   This request is for a rezoning to a Planned Development district with an R4 base zoning district. The proposed Development Regulations provided in Exhibit 6 indicate an intent to develop in accordance with the 2019 DDC except for specific deviations as outlined in the document, which are further summarized in the table in Exhibit 1. The primary changes proposed with the PD are use restrictions, modified lot dimensional standards, landscaping requirement changes, and alternative building design standards.

   b. *Compliance with these standards is applied at the level of detail required for the subject submittal.*
   Compliance with the DDC has been analyzed at the level of detail necessary for a Planned Development. Other departments (Engineering, Solid Waste, Denton Municipal Electric, and Fire) reviewed the proposal for conceptual conformance with the design standards for public facilities, services, and safety. Pending approval of this PD and the associated Development Plan (Exhibit 7), additional review for full compliance with the DDC will also take place at submittal of the plat, civil engineering plan, and building permit applications.

5. *Compliance with Other Applicable Regulations*
   The PD regulations document indicates that the development will comply with all provisions of the 2019 DDC other than those deviations proposed in Exhibit 6. Otherwise, the development will be required to comply with the DDC, the City's criteria manuals for roadway, utility, and drainage improvements, as well as TxDOT requirements.

6. *Consistent with Interlocal and Development Agreements*
   There are no interlocal or development agreements applicable to the site.

7. *Minimizes Adverse Environmental Impacts*
   The Official ESA Map and Preferred Land Use Preservation Plan show there are no environmentally sensitive areas associated with the subject tract.

8. *Minimizes Adverse Impacts on Surrounding Property*
   The proposed single-family use is consistent with the existing land use patterns in the area and along the US 377 corridor and would not introduce new or incompatible activities to the area. While R4 allows a variety of land uses by right and with approval of a Specific Use Permit, the proposed Development Standards limit the allowable uses on the property to single-family detached dwellings and customary accessory uses. These proposed land uses are consistent with existing land uses in the area and are not anticipated to create and adverse impacts.

   Additionally, the site's design minimizes potential impacts for the nearby properties, including:
   - A landscaped buffer is provided along the eastern property line of the PD district, were adjacent to existing single-family residential uses located in the ETJ. Within this buffer, the Development Plan includes a masonry screening wall and a continual row of trees to be planted, minimizing the proposed development's impact on neighboring residential properties. The proposed screening wall is consistent with what residents to the east indicated they wanted to see at the previous public hearing in 2023.
   - Along the southwestern property line of the PD district, adjacent to the undeveloped remainder of the parent tract, the development shall provide a 15-foot-wide landscaped buffer.
   - Landscaped HOA lots along public rights-of-way are incorporated to enhance visual appeal.
   - The PD proposes a larger R4 lot size than required by the DDC (60 feet wide by 120 feet deep vs 50 feet wide by 80 feet deep), creating larger lots and maximizing the distance between existing homes to the east and proposed new development.

9. *Minimizes Adverse Fiscal Impacts*
   The Fiscal Impact Tool was used to analyze the proposed rezoning. The Fiscal Impact Summary indicates that the proposal will result in a $164,700 cost to the General Fund over a 40-year project duration, which is typical of single-family residential development. As proposed, the infrastructure maintenance costs to the City are reduced from that of a typical single-family subdivision with public streets due to the proposed gated, private street system.

10. *Compliance with Utility, Service, and Improvement Standards*
This proposed rezoning will not negatively affect utilities, services, or other improvements, as the subject property will be served by existing utilities and infrastructure.

11. *Provides Adequate Road Systems*
The subject property is located along Brush Creek Road and US 377, both of which are classified as Primary Arterials. The applicant submitted a Traffic Impact Analysis for the initial zoning case (Z22-0022). As part of this request, the applicant has submitted a TIA Addendum, which has been approved by staff and is attached as Exhibit 12. Consideration B.7 below details the recommendations for necessary improvements to existing roadway infrastructure.

This residential subdivision is proposed to be a gated community with privately owned and maintained internal streets. Per DDC Subsection 8.3.6, a gated community may only be approved through the Planned Development process. The applicant has demonstrated compliance with DDC Subsection 8.3.6, which includes a review of access requirements for the gated community. All public infrastructure within a gated community shall be constructed in accordance with City of Denton Criteria Manuals, unless otherwise approved by the City Engineer.

The DDC specifies all streets within a gated community shall be private streets. Private streets are required to meet all requirements and standards of public streets. Although the streets are required to be designed to City standards, the City is not responsible for the construction, reconstruction, or full depth repair to private streets. Furthermore, historically, the City has not been amenable to accepting private streets as public rights-of-way in circumstances in which the cost of roadway maintenance has become cost-burdensome to the HOA. The developer has been advised of this, and if this zoning change is approved it will be incumbent upon the developer and future home builder(s) to ensure that the HOA is set up to be financially able to maintain the roadways.

12. *Provides Adequate Public Services and Facilities*
This proposed rezoning will not negatively affect public services and facilities. Adequate public services are available to serve the development. The proposed development will tie into an existing 8” water line to situated north of the proposed development, and a 15” gravity sanitary sewer line situated to the south and along Brush Creek Road.

13. *Rational Phasing Plan*
The proposed subdivision is to be developed as one phase. The remainder of the parent tract located southwest of the subject property not a part of this PD request and will require a separate zoning change request at a future date in order to facilitate commercial development, if proposed.

B. Section 2.7.3.E of the DDC states that an application for a rezoning to PD district may be approved based on the following conditions:

1. *Complies with the goals of the Comprehensive Plan.*
As was indicated above, the Future Land Use designation for the subject property is primarily Neighborhood Mixed Use with Rural Areas along the eastern property line. The development is generally consistent with the Comprehensive Plan’s goals as detailed under Criterion A.3 above.

2. *Complies with the goals of relevant Area Plans.*
   There are no Area Plans relevant to the subject property.

3. *Complies with this DDC, except where modifications are expressly authorized through the PD zoning document, the PD development standards document, and in the PD development plan map.*
   The proposed PD Regulations indicate an intent to comply with all aspects of the DDC other than those deviations expressly identified in the Exhibit 6. These proposed deviations are summarized in the table provided in Exhibit 1.

4. *Provides a greater level of building design quality, community amenities, and connectivity than would be required if the project were not being developed in the PD district.*
   Under the current zoning of RR and R1 Districts, the property could be developed with any uses permitted within those districts, including single-family dwellings, community homes, religious assembly, school, or indoor/outdoor recreation facilities. The minimum lot size is 5 acres in RR and is 32,000 square feet in R1. There are no common open space requirements in single-family detached developments nor are compatibility buffers required between developing single-family uses and existing single-family uses.

   The subject property provides the following development standards that meet or exceed the DDC standards:
   - DDC Standard: When a developing single-family use is adjacent to an existing single-family use, no landscaped compatibility buffer is required.
     - Proposed PD: Along the eastern property line of the PD district, which is adjacent to existing single-family development located in the ETJ, the development shall provide a 10-foot-wide landscaped buffer, consisting of a 6-foot-tall masonry wall and a continual row of trees.
   - DDC Standard: When a developing use is adjacent to an undeveloped parcel, no landscaped buffer is required.
     - Proposed PD: Along the southwestern property line of the PD district, adjacent to the undeveloped remainder of the parent tract, the development shall provide a 15-foot-wide landscaped buffer.
   - DDC Standard: The R4 District provides for a variety of land uses, as outlined in DDC Subchapter 5, including single-family uses, Community Homes, Outdoor Recreation Facilities, Religious Facilities, Duplex (S), Townhomes (S), select professional office uses (S). (Note: (S) indicates a Specific Use Permit is required.)
     - Proposed PD: As part of the Development Standards, the PD restricts allowable uses to single-family residential and customary accessory uses.
   - DDC Standard: There is no minimum open space requirement for single-family detached developments.
     - Proposed PD: The Development Plan includes approximately 8.6% of the land area being open space. The open space areas include a retention pond and unprogrammed landscaped lawns for active and passive recreational areas. Open space areas are linked together via internal sidewalks throughout the site, and the Development Standards require at least three amenity elements be provided within the open spaces, which could include benches, a playground, a dog park, and/or a gathering area with a pergola.

5. *In the case of proposed residential development, that the development will promote compatible buildings and uses and that it will be compatible with the character of the surrounding areas.*
   The area in the vicinity of the subject property includes low-density residential and some commercial uses to the north, northeast, and east of the site located in City Limits and within the ETJ. To the south, southwest, and west exists single-family development at a variety of densities and undeveloped tracts of land situated within City Limits.

   The proposed Development Standards limit the allowable uses on the property to single-family detached dwellings and customary accessory uses and would not introduce any new or incompatible uses to the area. While the proposed development is higher density in nature than the residential development to the east, the proposed Development Standards seek to promote compatibility by providing for larger lot sizes than normally required in R4, enhanced landscaped buffering along the eastern property line of the PD district, and enhanced landscaping along existing rights-of-way to reduce visual impact. Onsite amenities are provided for residents including walking path and landscaped areas for active and passive recreation.

   The proposed PD in this location, situated along a two Primary Arterials, is appropriate in scale and provides a transition from existing lower density residential and rural development to the east to higher density residential development along the highway corridor.

   Although the applicant has narrowed the scope of the zoning change request since it was heard in 2023 to exclude approximately 2.7 acres at the hard corner US 377 and Brush Creek Road that was previously proposed to have Suburban Corridor zoning, this change does not preclude a future request from being submitted for the corner to be rezoned for commercial development. In fact, this PD includes the provision of a 15-foot landscaped compatibility buffer between the residential lots adjacent to that corner property in anticipation of future commercial development. As noted above, no landscape buffer is required for residential development where adjacent land is undeveloped, and the proposed buffer in this area is of greater width and contains more landscaping elements than would be required of a single-family development if commercial already existed on the adjacent property.

6. *In the case of proposed commercial, industrial, institutional, recreational and other non-residential uses or mixed-uses, that such development will be appropriate in area, location, and overall planning for the purpose intended.*
   The PD Development Standards restrict the permitted uses to single-family detached dwellings and supporting accessory uses. There are no proposed commercial, industrial, institutional, or other non-residential uses proposed as part of this request.

7. *The provisions of public facilities such as schools, fire protection, law enforcement, water, wastewater, streets, public services and parks are adequate to serve the anticipated population within the PD district.*

   Schools

The subject property is situated within the Argyle Independent School District (AISD). Discussions with AISD indicate the proposed development would add approximately 31 students to the district.

Nearest Fire Station
The subject property is approximately 2.02 miles from Fire Station #7 (4201 Vintage Blvd.) and within the eight minute or less response time boundary.

Water and Wastewater
Public water and wastewater services are available to the site and will be extended throughout the site to serve the lots generally in accordance with the preliminary utility plans provided in Exhibit 7. No utility capacity issues have been identified that would affect the proposed development.

Streets
Transportation related to the proposal
A Traffic Impact Analysis (TIA) based on the proposed single-family and commercial development for the subject property was submitted by the applicant and approved by City staff for request Z22-0022. As part of the Planned Development request, the applicant provided an addendum to the approved TIA that addresses the reduction in residential units and the removal of commercial uses (see Exhibit 12). The TIA Addendum provided the following recommendations for necessary improvements to surrounding roadway infrastructure to accommodate the proposed development:

1. With the development of the residential component, a southbound left turn lane should be installed at US 377 and the northernmost driveway into the development.

The construction of the southbound left turn lane requirement is included in the proposed PD Development Standards.

Access and Perimeter Street Improvements
Perimeter street improvements will be required along Brush Creek Road. Brush Creek Road is identified as a Primary Arterial in the City's Mobility Plan, which is required to have a right-of-way width of 135 feet. The applicant will be required to dedicate right-of-way along Brush Creek Road to ensure a half-width of 67.5 feet.

US 377 is designated as a Primary Arterial in the City's Mobility Plan. This roadway is planned to be a six-lane undivided roadway and is proposed to be improved as part of the State's work to widen the US 377 corridor. At this time, TxDOT's project tracker does not have an estimated start date for the roadway improvements adjacent to the subject site.

Additionally, the TIA recommended improvements to US 377 will be subject to coordination and approval with TXDOT.

As noted in Criterion A.11 above, this proposal is for a gated community, which requires all internal streets to be privately owned and maintained by the HOA.

Roadway Impact Fees
Roadway impact fees, paid at the time of development, are determined using a proportionality calculation based on the number of dwelling units and projected vehicle trips. These will be assessed as part of the permitting process for the development.

Parks
In order to provide for adequate parks, all residential developments must provide the following:

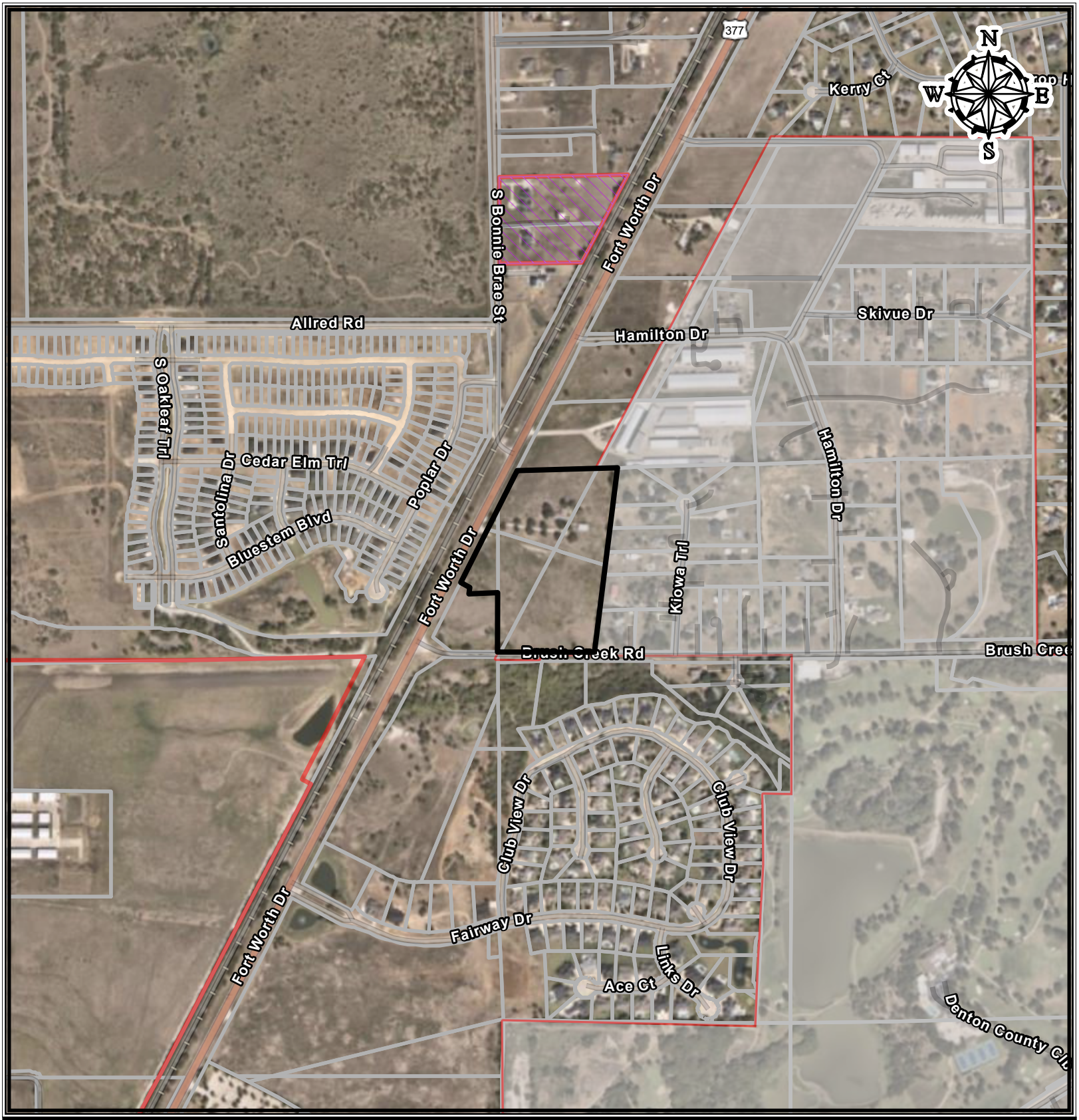
- *Dedicated park land or fees paid in lieu of dedication*. Dedication fees are assessed prior to the filing of the plat and based upon a formula whereby the City's population is divided by the number of neighborhood and community park acres in the City to establish the number of residents per acre.
- *Park development fee*. A park development fee for each single-family dwelling is required with every building permit.

8. *The conditions and/or restrictions imposed by the PD District are necessary and sufficient to address any significantly adverse impacts to surrounding properties or the neighborhood.*

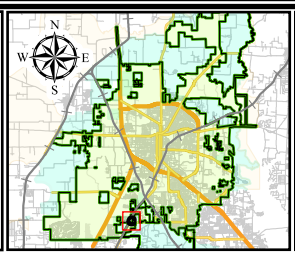
The proposed development is not anticipated to generate any significantly adverse impacts to the surrounding properties or neighborhood. The proposed single-family use is consistent with the existing land use patterns in the area and along the US 377 corridor and would not introduce new or incompatible activities to the area.

As discussed in Criteria B.4 and B.5 above, the proposed PD considers the surrounding development patterns and proposes through the Development Standards land use and site design requirements to ensure the proposed development is compatible with the existing surrounding environment and site design standards are codified to enhance buffering between the existing and future developments.

PD24-0003
Site Location



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



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CITY OF DENTON
Development Services · GIS
Date: 11/7/2024

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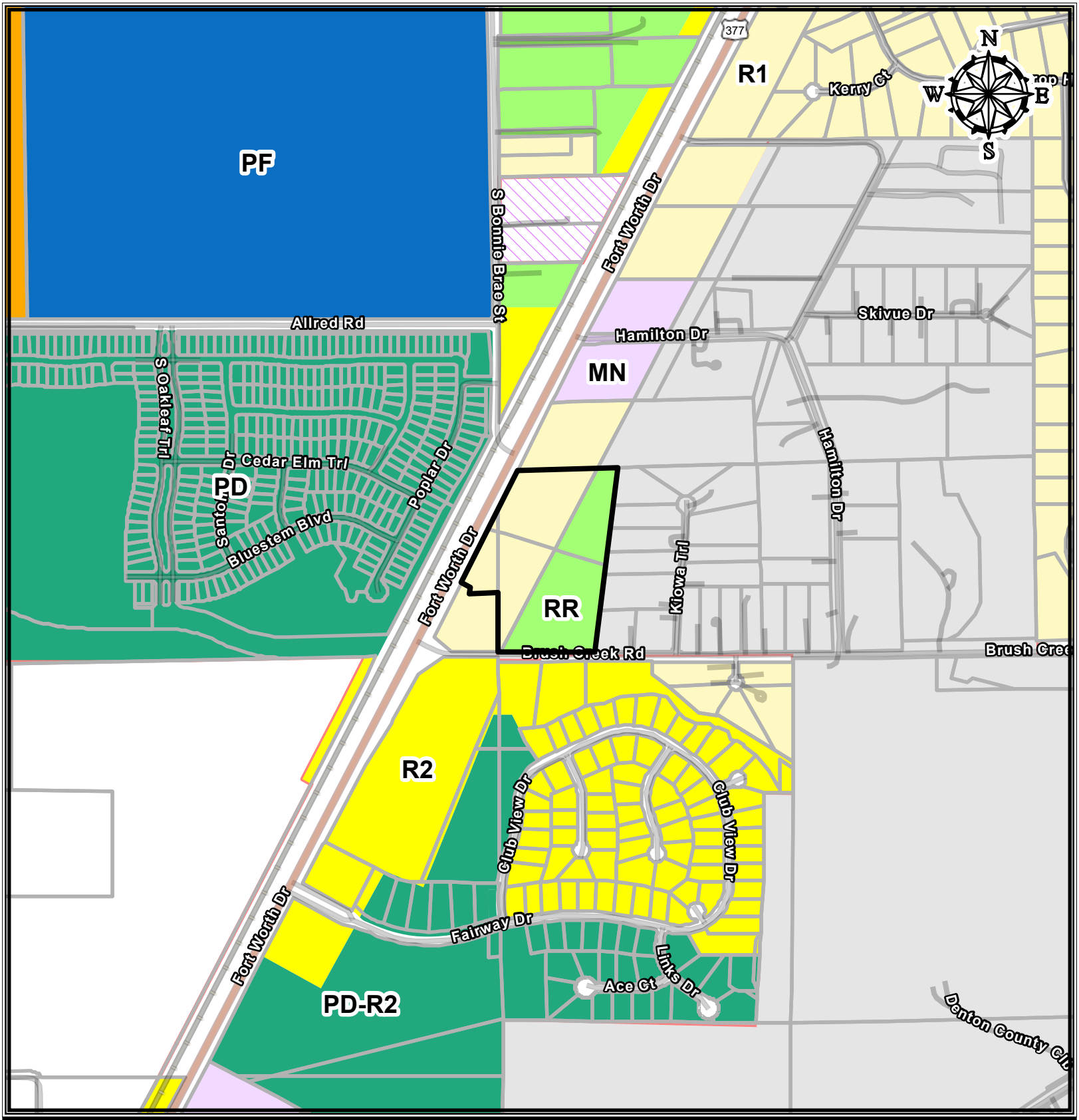
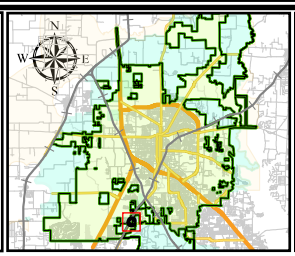
property boundaries. Although every effort was made to ensure the accuracy of this data, no such guarantee is given or implied. Utilization of this map indicates the understanding that there is no guarantee to the accuracy of this data."

PD24-0003
Current Zoning Map



Current Zoning

- RR - Residential Rural
- R1 - Residential
- R2 - Residential
- R3 - Residential
- R4 - Residential
- R6 - Residential
- R7 - Residential
- MN - Mixed-Use Neighborhood
- MD - Mixed-Use Downtown Core
- MR - Mixed-Use Regional
- HC - Highway Corridor
- SC - Suburban Corridor
- GO - General Office
- LI - Light Industrial
- HI - Heavy Industrial
- PF - Public Facilities
- PD - Planned Development
- MPC
- OVERLAY



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CITY OF DENTON
Development Services · GIS
Date: 11/7/2024

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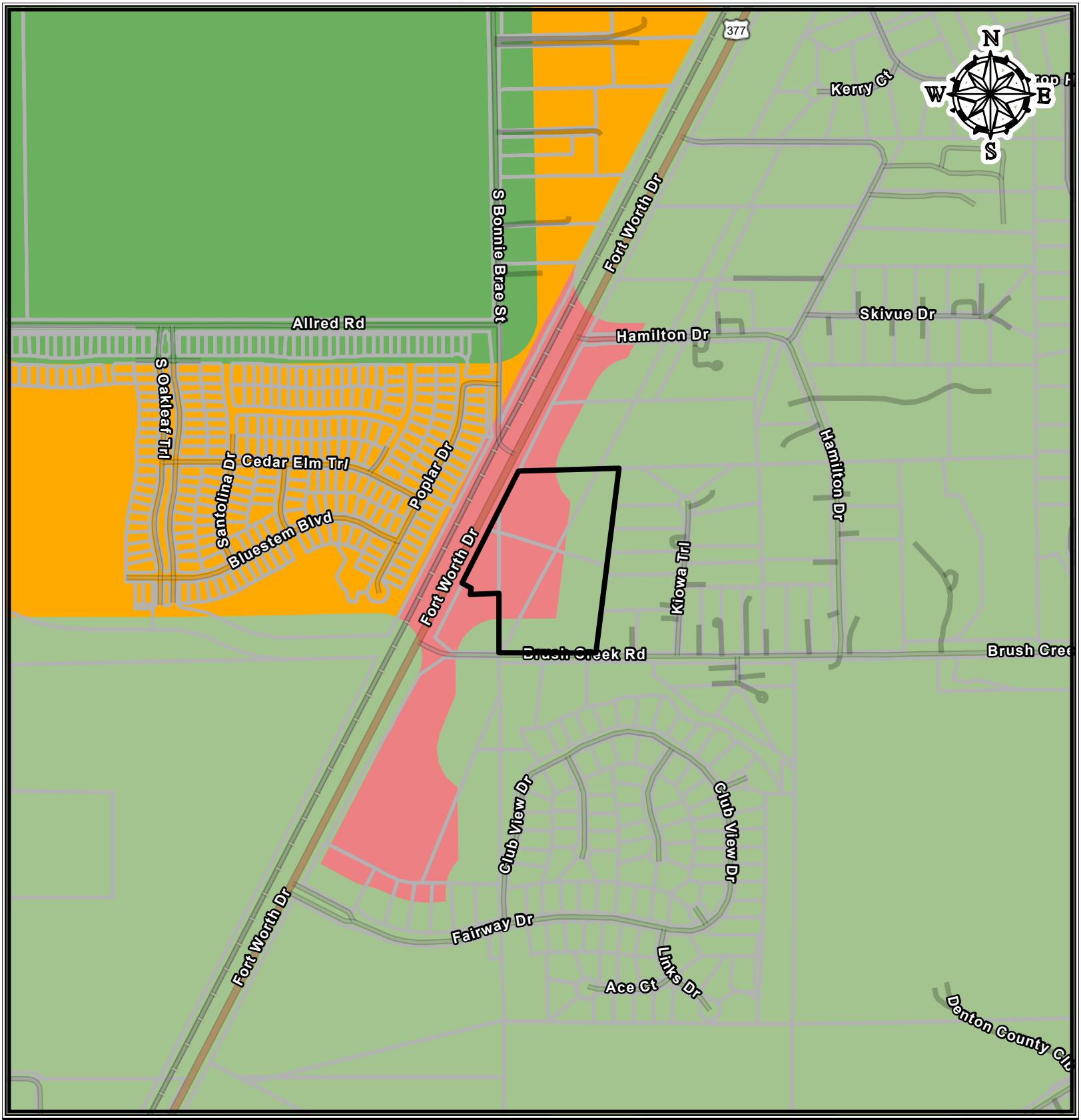
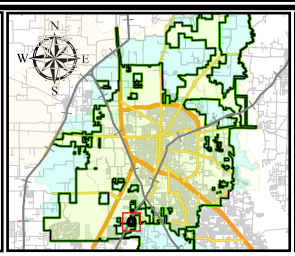
PD24-0003
Future Land Use Map



Future Land Use 2040

- Agriculture
- Rural Areas
- Low Residential
- Moderate Residential
- Master Planned Community
- Downtown Denton
- Regional Mixed Use
- Community Mixed Use
- Neighborhood Mixed Use
- Neighborhood / University Compatibility Area
- Business Center
- Light Industrial
- Industrial Commerce
- Government / Institutional
- Parks / Open Space
- Site Location



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CITY OF DENTON
Development Services · GIS
Date: 11/7/2024

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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."

EXHIBIT B – DEVELOPMENT STANDARDS

PD24-0003, BRUSH CREEK SINGLE FAMILY DEVELOPMENT

PD-R4, Single-Family Living Use for 15.44 acres

City of Denton, Denton County, Texas

SECTION 1: Purpose Statement

The purpose of the proposed Planned Development (PD) is to establish a single-family residential development with privately owned and maintained roadways at the intersection of Brush Creek Road and Highway US 377.

The regulations set forth in these development standards are for the PD District which consists of approximately 15.44 acres as described in Exhibit A.

SECTION 2: Definitions

This PD introduces the definition Lot Width, Type B, in addition to those uses that are defined within Subchapter 9 – Definitions of the 2019 Edition of the Denton Development Code (DDC), as amended.

Lot Width, Type A: Type A lots shall follow the definition for Lot Width as defined in in the Denton Development Code.

Lot Width, Type B: Applies to lots with trapezoidal shape fronting a street knuckle. Lot width shall be measured at the front setback line. (See Exhibit C, Sheet EX-C3)

SECTION 3-Zoning

3.1-Purpose and Organization

3.1.1-Purpose

This PD shall follow the development standards only as provided for in the Residential 4 (R4) District of the Denton Development Code (DDC), as amended. The permitted uses allowed within this PD District shall be limited to only those primary and accessory uses listed in Section 3.1.2 below. Otherwise, all requirements of the 2019 Edition of the Denton Development Code (DDC), as amended, shall apply except where modified herein.

3.1.2-Permitted Uses

A. Primary Uses

Single-Family Detached Dwelling

B. Accessory Uses

Accessory Dwellings

Home Occupations

C. Accessory Structures

Swimming Pools

Detached Garages

Carports

3.2-R4-Residential

A. Dimensional standards required for the R4 Zoning District as provided for in DDC Subsection 3.2.5, R4-Residential shall apply to this development, except as amended in this section.

B. R4 District Dimensional Standards.

Table 3.2-E: R4 District Dimensional Standards

Dimensional Standards

Lot Dimensions (Minimum)

A. Minimum lot area of 7,000 square feet
B. Minimum lot width of 60 feet
C. Minimum lot depth of 120 feet

Setbacks (Minimum)

D. Front yard = 16 feet
E. Side Yard = 5 feet
F. Corner Side Yard = 10 feet
G. Rear yard = 20 feet

Other Standards

Building coverage (maximum) = 55 percent

C. Amenities

Developer shall provide no fewer than three (3) of the following amenities as part of the development:

1- Playground
2- Benches around pond
3- Fountain in Retention Pond
4- Pergola/gathering area
5- Dog Park

SECTION 4: Development Standards

4.1-Purpose

A. This PD shall comply with the development standards listed in this section below, and in accordance with the Development Plan as shown on Exhibit C.

4.2 Landscape Standards

4.2.1- Purpose.

A. All requirements of DDC Subchapter 7.7, Landscaping, Screening, Buffering, and Fences shall apply to this PD, except where amended by this Section.

4.2.2-Street Tree Requirements

A. Purpose.

In circumstances where the spacing requirements of DDC Subsection 7.7.7 cannot be met along existing and proposed right-of-way (public and private), minimum planting quantity is achieved by utilizing alternative locations and planting street trees outside of the right-of-way and in Homeowner's Association Lots.

B. A total of 15 street trees shall be planted in Homeowner's Association Lots to meet minimum street tree requirements, and locations are depicted in Exhibit C, Sheet L1.

4.2.3-Compatibility Landscape Buffer Requirements

A. Purpose.

The following landscape elements shall be utilized to meet a portion of the requirements in addition to those requirements specified within Table 7.F: Buffer Points and Minimum Width Requirements.

B. Buffer locations.

1. The eastern property line of the PD District shall have a 10-foot-wide landscape buffer extending along the entire property line but offset 10-feet to the west of said eastern property line (refer to Exhibit C, Sheet L1).
   a. A solid masonry wall (minimum of 6 feet in height) shall be installed along the entire eastern property line of the PD District.
   b. A continual row of landscaped trees shall be planted on the west side of the masonry wall referenced in a. above (by home builder & maintained by homeowner).

2. 15-foot-wide landscape buffer shall be provided along the southwest corner of the PD District and the remainder tract situated at the northeast corner of Brush Creek Road and US 377, as depicted in Exhibit C. The landscape buffer will terminate at the centerline of Street D as depicted in Exhibit C, Sheet L1.

4.2.3 – Walls, Fencing, and Screening

A. Purpose.

The following fencing elements as written below, and depicted in Exhibit C, shall be utilized to meet a portion of the compatibility buffer requirements in addition to those requirements specified within DDC Subsection 7.7.8

B. Detailed Wall, Fencing, Screening locations

1. Developer shall provide a 6-foot-tall brick thin masonry screening with 7-foot-tall columns spaced 120 feet on-center set along the entire eastern property line of the PD District.
2. Developer shall provide a 6-foot-tall brick thin masonry screening with 7-foot-tall columns spaced 120 feet on-center along the entire western boundary of the PD District, except the fence type shall change to a 6-foot-tall ornamental metal fence with masonry columns spaced at 120 feet on-center at Street D Cul-de-sac and extend to the south property line of the PD District.
3. Developer shall provide a 6-foot-tall ornamental metal fence with masonry columns spaced at 120 feet on-center along the southern ROW line of Street D. This fence shall extend in between the retention pond and the southern boundary of the PD District along Brush Creek (refer to Exhibit C, Sheet HS1).
4. Developer shall provide a 6-foot-tall ornamental metal fence with masonry columns spaced at 120 feet on-center. The fence will be situated along the northern right-of-way of Brush Creek Road and extend to the south of the detention pond (refer to Exhibit C, Sheet HS1).
5. The west and south access shall have 6 feet tall ornamental metal fence and gates (refer to Exhibit C, Sheet HS1).

4.3 Site and Building Design Standards

4.3.1-Applicability.

A. All requirements of DDC Subsection 7.10.3 – Single-Family Detached, Duplex, Townhome, Triplex, and Fourplex Dwelling Site and Building Design shall apply to this PD, expect as noted below.

4.3.2-Single-Family Detached, Duplex, Townhome, Triplex, and Fourplex Dwelling Site and Building Design.

A. Lot Skip/Repetition Rule: The same floor plan and elevation shall not be used on the lot immediately on either side of the subject property or directly across the street from the subject property.

B. Building Mass and Form. Building shall incorporate at least three of the following design features to provide visual relief along the front of the residence:

1. Dormers;

2. Gables;
3. Recessed entries, a minimum of three feet deep;
4. Covered front porches;
5. Cupolas;
6. Architectural pillars or post;
7. Bay windows with a minimum 24 inches projection;
8. Shed roof accents;
9. Water tables;

B. Garage Design

2. For front-entry garages:

a. The total width of the garage door(s) shall not occupy more than 40 percent of the ground-floor building frontage. This shall not apply to J-swing garage configurations.

b. A front facing garage door shall be offset a minimum 2 feet from the front façade of the home.

SECTION 5: Development Phasing & Offsite Improvements

5.1-Purpose.

A. This PD shall be developed in a single phase in accordance with the Development Plan as shown on Exhibit C.

5.2 Off-Site Improvements

5.2.1 The approved Traffic Impact Analysis Addendum identifies recommendations for improvements to be constructed when the residential component is built-out. A southbound left turn lane on US 377 shall be constructed, providing access to Street A of the residential development. The turn lane shall be designed and installed in conformance with TxDOT and City design standards, except where design variances are approved.

Exhibit "C"

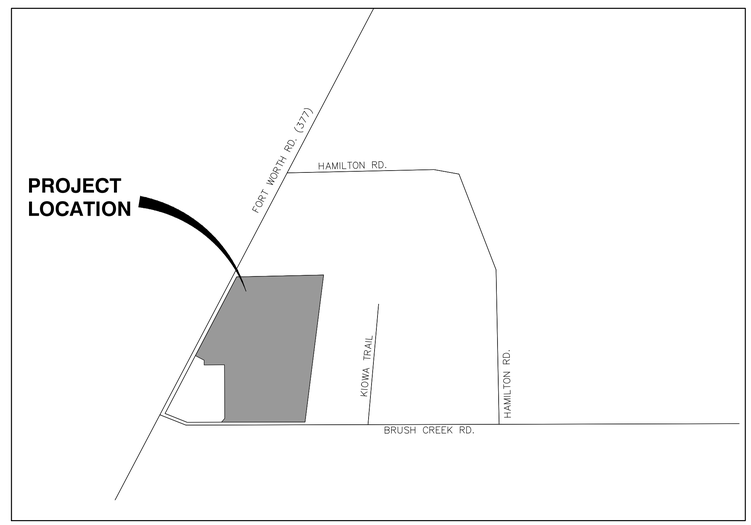
PROPOSED PLANNED DEVELOPMENT PLANS
FOR
RESERVE AT BRUSH CREEK
PD-24-003

PROJECT LOCATION
CITY OF DENTON, DENTON COUNTY, TEXAS

STANDARD SYMBOLS

EXISTING | PROPOSED

SANITARY MANHOLE
STORM JUNCTION BOX & MANHOLE
CURB INLET
GRATE INLET
CLEANOUT
RIP RAP
GATE VALVE
FIRE HYDRANT
WATER METER
THRUST BLOCK & FITTING
STORM HEADWALL
STREET LIGHT
CONCRETE CURB
SIDEWALK
SUBJECT PROPERTY LINE
ADJACENT PROPERTY LINE
LOT LINE
EASEMENT LINE
SIGN
POWER POLE
GUY WIRE
ELECTRICAL EQUIPMENT
TELEPHONE EQUIPMENT
FENCE
RETAINING WALL



LOCATION MAP
N.T.S.

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
C1.0	TITLE PAGE
EX-C1	DEVELOPMENT PLAN
EX-C2	UTILITY PLAN
EX-C3	DEVELOPMENT PLAN DETAILS

NOTES:

1. THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY LANDMARK SURVEYORS DATED FEBURARY, 08, 2013. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS. MANHARD CONSULTING HAS NOT VERIFIED THIS SURVEY AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY BOUNDARY AND/OR TOPOGRAPHY.

ABBREVIATIONS:

ADJ	ADJUST
AGG	AGGREGATE GRAVEL
BC	BACK OF CURB
BFR	BARRIER FREE RAMP
BLDG	BUILDING
BOP	BOTTOM OF PIPE
BVC	BEGIN VERTICAL CURVE
BW	BOTTOM OF WALL
CB	CATCH BASIN
CI	CURB INLET
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONN	CONNECTION
CY	CUBIC YARD
D	DITCH
DCO	DOUBLE CLEANOUT
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DOM	DOMESTIC
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FES	FLARED END SECTION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOW LINE
FM	FORCE MAIN
GI	GRATE INLET
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
HORZ	HORIZONTAL
HP	HIGH POINT
HWL	HIGH WATER LEVEL
HYD	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
INL	INLET
INV	INVERT
JB	JUNCTION BOX
LP	LIGHT POLE
LOW	LOW POINT
LT	LEFT
MAX	MAXIMUM
MIN	MINIMUM
OS	OFFSET FROM CENTERLINE
P	PAVEMENT
PC	POINT OF CURVE
PCC	POINT OF COMPOUND CURVE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PP	POWER POLE
PROP	PROPOSED
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
REM	REMOVAL
ROW	RIGHT-OF-WAY
RR	RAILROAD
RT	RIGHT
SAN	SANITARY SEWER
SF	SQUARE FOOT
SHT	SHEET
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
STM	STORM SEWER
STMH	STORM SEWER MANHOLE
SW	SIDEWALK
SY	SQUARE YARDS
T	TELEPHONE
TB	THRUST BLOCK
TBR	TO BE REMOVED
T/C	TOP OF CURB
TEMP	TEMPORARY
TF	TOP OF FOUNDATION
TI	TOP OF INLET
TOP	TOP OF PIPE
TP	TELEPHONE PEDESTAL
TRANS	TRANSFORMER
T/WALL	TOP OF WALL
TYP	TYPICAL
UE	UTILITY EASEMENT
WM	WATER MAIN
WSE	WATER SURFACE ELEVATION
WV	WATER VALVE

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Manhard CONSULTING

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Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-22053 (Eng)

811 Know what's below. Call before you dig.

DATE	REVISIONS	DRAWN BY
- - -	- - -	- - -

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Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

RESERVE AT BRUSH CREEK
DENTON, DENTON COUNTY, TX
TITLE PAGE

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: ----
DATE: 09/26/24

SHEET
EX-C
611.115001

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PENDING

Plot Date: 09/26/24 Dwg Name: P:\611.115 Mungo and Son LLC\001 Brush Creek - Denton\dwg\Eng\Prop Set Drawings\PD Drawings\TITLE SHEET - DEV PLAN.dwg Updated By: WWeber

SHOWS THE EX TREES THAT WILL REMAIN ON THE SITE

LOT WIDTH LEGEND:
- A TYPE A LOT WIDTHS (39)
- B TYPE B LOT WIDTHS (3)

NOTES:

SEE SHEET EX-C3 FOR LOT DETAILS

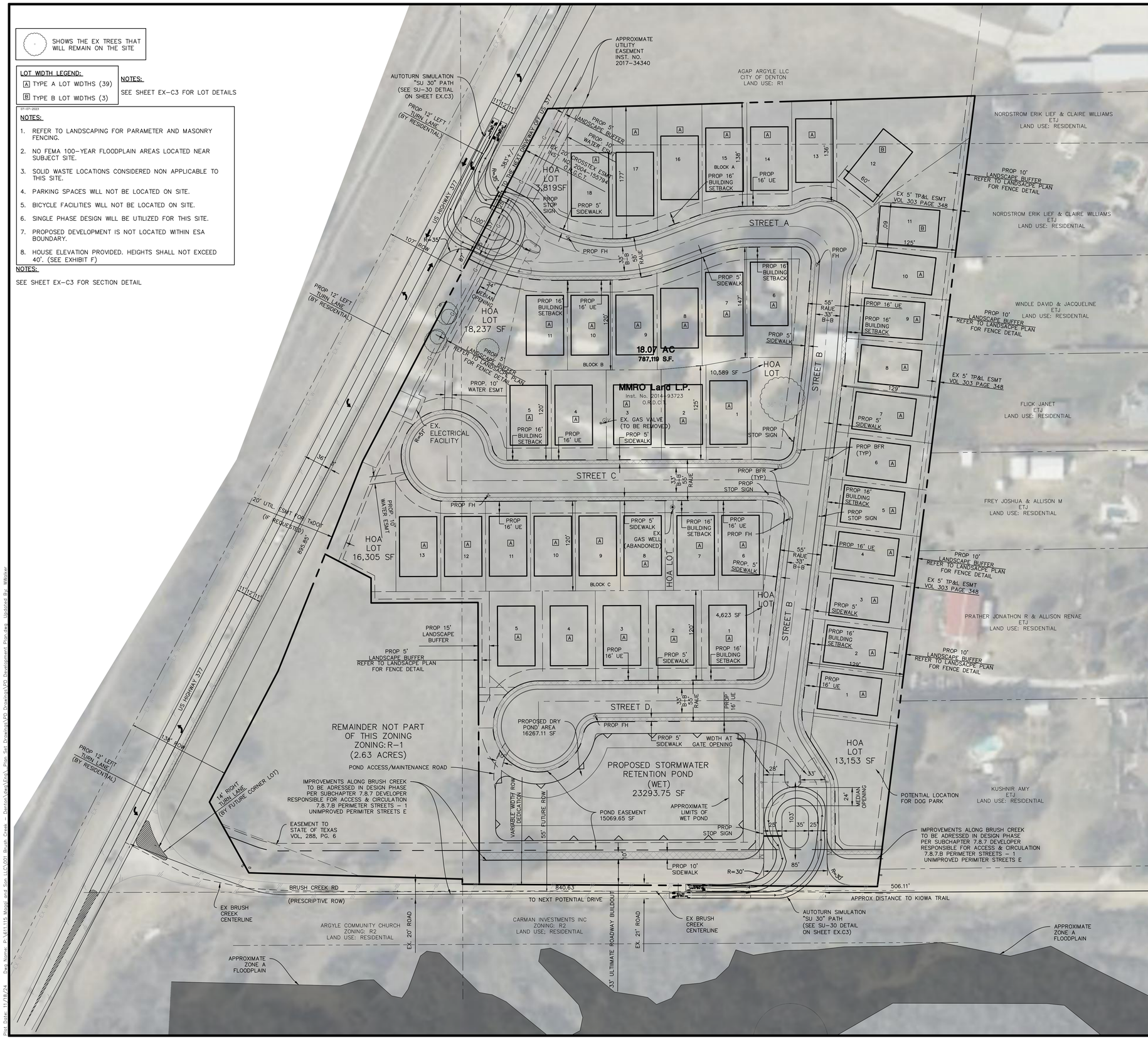
07-07-2023

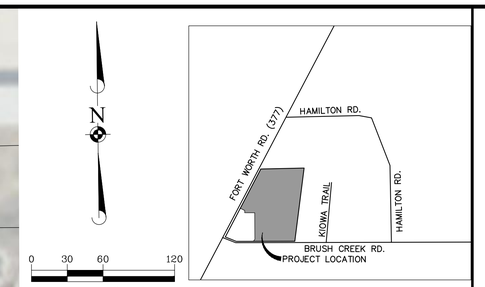
NOTES:

1. REFER TO LANDSCAPING FOR PARAMETER AND MASONRY FENCING.
2. NO FEMA 100-YEAR FLOODPLAIN AREAS LOCATED NEAR SUBJECT SITE.
3. SOLID WASTE LOCATIONS CONSIDERED NON APPLICABLE TO THIS SITE.
4. PARKING SPACES WILL NOT BE LOCATED ON SITE.
5. BICYCLE FACILITIES WILL NOT BE LOCATED ON SITE.
6. SINGLE PHASE DESIGN WILL BE UTILIZED FOR THIS SITE.
7. PROPOSED DEVELOPMENT IS NOT LOCATED WITHIN ESA BOUNDARY.
8. HOUSE ELEVATION PROVIDED. HEIGHTS SHALL NOT EXCEED 40'. (SEE EXHIBIT F)

NOTES:

SEE SHEET EX-C3 FOR SECTION DETAIL





VICINITY MAP

N.T.S.

SITE DATA

SITE AREA	
GROSS AREA	18.07 AC
PD GROSS AREA	15.44 AC
SETBACKS	
FRONT YARD	16 FT
SIDE YARD	5 FT
CORNER SIDE YARD	10 FT
REAR YARD	20 FT
LOT INFORMATION	
MINIMUM AREA	7000 SF
MINIMUM WIDTH	60 FT
MINIMUM DEPTH	120 FT
NUMBER OF LOTS	42

MIN. 5% OF SITE TO BE OPEN SPACE

LAND USE SUMMARY TABLE

USE	ACRES	% OF TOTAL ACRES
SINGLE FAMILY	8.45	54.73%
HOA/OPEN SPACE	1.79	11.59%
WET POND	0.54	3.50%
PUBLIC ROAD/ROW	3.16	20.47%
ROAD/PWAY EASEMENT	0.52	3.37%
DETENTION	0.98	6.35%
GROSS AREA	15.44	100.00%

42 TOTAL DWELLING UNITS WITH MAXIMUM
55 % BUILDING COVERAGE
8 TOTAL HOA LOTS
1 TOTAL HOA POND LOT

07-07-2023

NOTES:

1. WHERE MODIFICATIONS ARE NOT EXPRESSLY AUTHORIZED, ALL REQUIREMENTS OF THE DENTON DEVELOPMENT CODE, AS AMENDED MUST BE MET.
2. REFER TO COVER PAGE C1.0 FOR LEGEND & ABBREVIATIONS
3. ENGINEERING DOES NOT FORESEE ANY RETAINING WALL FOR THIS SITE. IF THEY ARE REQUIRED ENGINEERING WILL ENSURE THEY DO NOT CROSS ANY UTILITIES OR WITHIN PUBLIC EASEMENTS

DATE	REVISIONS	DRAWN BY

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RESERVE AT BRUSH CREEK

DENTON, DENTON COUNTY, TX

DEVELOPMENT PLAN

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: WW
DATE: 10/01/24

SHEET

EX-C1

611.115001

PENDING

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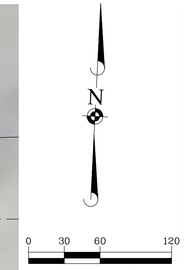
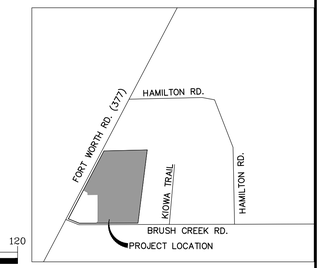
Plot Date: 11/8/24 Dwg Name: P:\611-115 Mizzi and Son, LLC\001 Brush Creek - Denton\dwg\Civil\Plan Set Drawings\PD Development Plan.dwg Updated By: WWalker





VICINITY MAP

N.T.S.

LEGEND

EX W	EXISTING WATER LINE
	PROPOSED WATER LINE
	MANHOLE
	FLOW DIRECTION
	8" PROPOSED GRAVITY MAIN (OFFSITE)
	15" EXISTING GRAVITY MAIN (OFFSITE)
	PRELIMINARY STORM LAYOUT
	PRELIMINARY CURB INLET

NOTES:

1. APPROXIMATE LOCATION OF EXISTING WATER AND SANITARY LINES OBTAINED FROM CITY OF DENTON GIS AND RECORD DRAWINGS PROVIDED BY CITY
2. PROPOSED WATER AND SANITARY LINE PLACEMENT DETERMINED USING THE CITY OF DENTON WATER AND WASTEWATER CRITERIA MANUAL AND CITY OF DENTON WATER/WASTEWATER SHARED DETAILS
3. PROPOSED EXTENSION AND REPLACEMENT OF EXISTING WATER LINES OBTAINED FROM CITY OF DENTON PROJECT REVIEW

07-07-2023

NOTES:

1. REFER TO COVER PAGE C1.0 FOR LEGEND & ABBREVIATIONS
2. STORM DESIGN SUBJECT TO CHANGE PENDING ENGINEER FINAL DRAINAGE ANALYSIS.

DRAWN BY | REVISIONS | DATE

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RESERVE AT BRUSH CREEK

DENTON, DENTON COUNTY, TX

UTILITY PLAN

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: IO
DATE: 09/26/24

SHEET

EX-C2

611.115001

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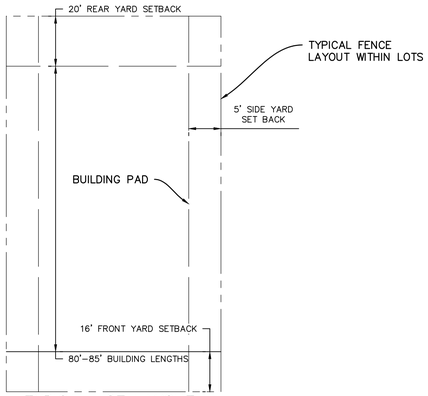
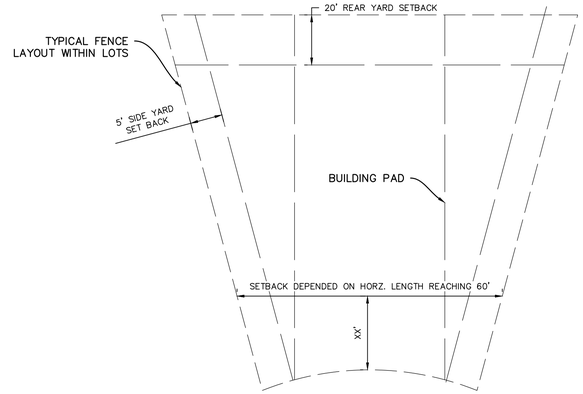
PENDING

Plot Date: 10/07/24 Dwg Name: P:\611.115 Maggi and Son LLC\001 Brush Creek - Denton\dwg\Eng_Plan Set Drawings\PD Drawings\UTILITY PLAN.dwg Updated By: WKocher



TYPICAL LOT LAYOUT
WITH FENCING
N.T.S.

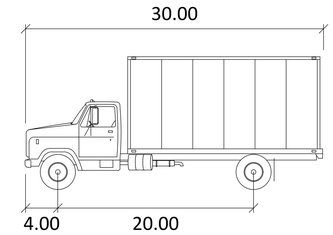


TYPE B LOT
N.T.S.

LOT WIDTH LEGEND:

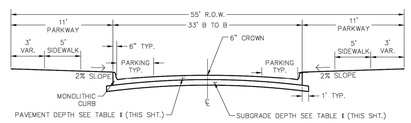
A TYPE A LOT WIDTHS (39)

B TYPE B LOT WIDTHS (3)



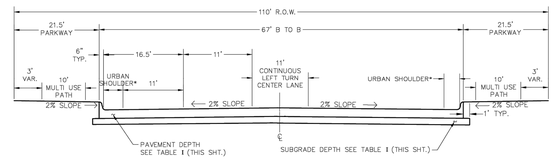
SU-30

		feet
Width	:	8.00
Track	:	8.00
Lock to Lock Time	:	6.0
Steering Angle	:	31.8



A) ANGLE PARKING BAYS ARE PERMITTED.
B) A MINIMUM 12 FT. WIDE UNOBSTRUCTED TRAVEL LANE SHALL BE PROVIDED.

RESIDENTIAL STREET SECTION T105C



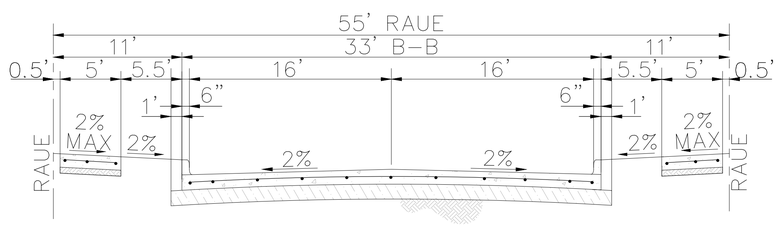
A) FOR USE IN INFILL AREAS ONLY AND UPON WRITTEN APPROVAL BY THE CITY ENGINEER
B) AN ADDITIONAL 10 FT. OF ROW SHALL BE DEDICATED FOR A RIGHT TURN BAY/LANE OR BUS BAY, WHERE REQUIRED
C) URBAN SHOULDER SHALL BE DESIGNATED BY USING A 4" WHITE PAVEMENT MARKING
D) MULTI USE PATH ON ONE SIDE OF THE STREET MAY BE REPLACED WITH 5' SIDEWALK

* IF STREET IS DESIGNATED ON BIKE PLAN, ADD 1' FOOT TO URBAN SHOULDER FROM PARKWAY WIDTH AS NEEDED TO CREATE A 5.5 MIN. BIKE LANE.

MODIFIED SECONDARY ARTERIAL SECTION T109C

NOTES:

THIS SECTION WILL BE MODIFIED TO A RAUE.
DIMENSIONS WILL REMAIN THE SAME.



55' RAUE – 33' B-B
TYPICAL RESIDENTIAL STREET
N.T.S.

NOTES:

RAUE – ROADWAY ACCESS AND UTILITY EASEMENT

REFERENCE STANDARD DETAILS T105C AND T109C
OF THE CITY OF DENTON STANDARD DETAILS

DATE	REVISIONS	DRAWN BY

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RESERVE AT BRUSH CREEK

DENTON, DENTON COUNTY, TX

DEVELOPMENT PLAN DETAILS

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: IO
DATE: 10/01/24

SHEET
EX-C3

611.115001

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PENDING

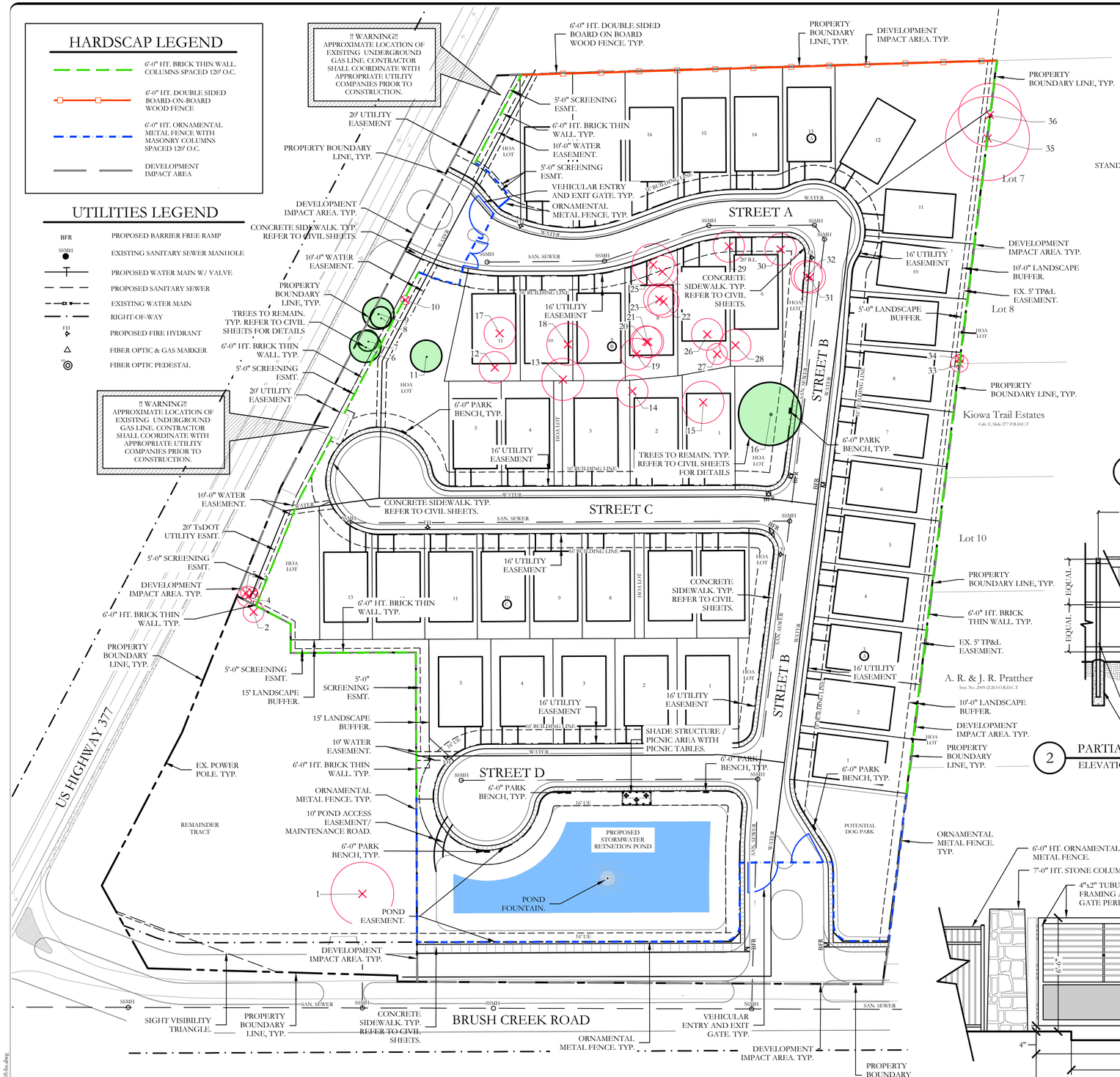
Plot Date: 11/18/24 Dwg Name: P:\611\115 Maggie and Son LLC\001 Brush Creek - Denton\Dwg\Dwg_Plan Set Drawings\PD Drawings\PD Development Plan.dwg Updated By: WWalker

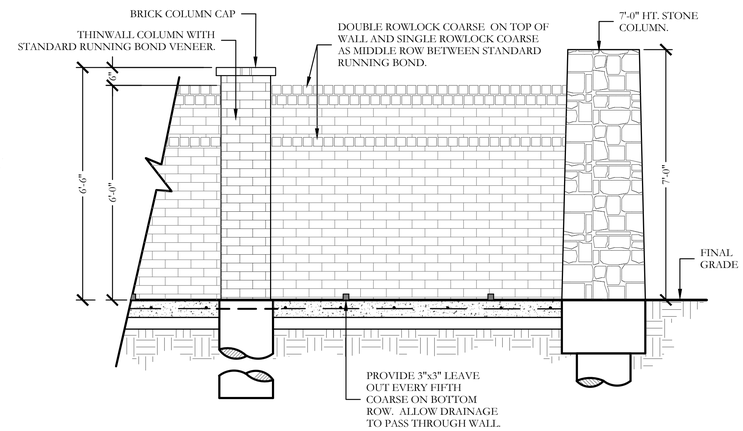
HARDSCAP LEGEND

- 6'-0" HT. BRICK THIN WALL. COLUMNS SPACED 120' O.C.
- 6'-0" HT. DOUBLE SIDED BOARD-ON-BOARD WOOD FENCE
- 6'-0" HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS SPACED 120' O.C.
- DEVELOPMENT IMPACT AREA

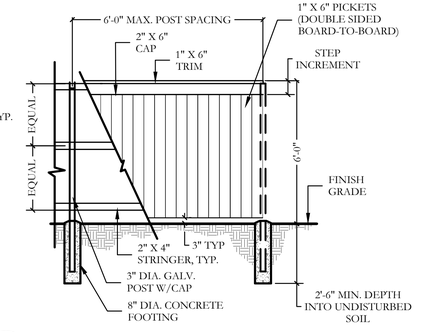
UTILITIES LEGEND

- BFR — PROPOSED BARRIER FREE RAMP
- SSMH — EXISTING SANITARY SEWER MANHOLE
- PROPOSED WATER MAIN W/ VALVE
- PROPOSED SANITARY SEWER
- EXISTING WATER MAIN
- RIGHT-OF-WAY
- FH — PROPOSED FIRE HYDRANT
- FIBER OPTIC & GAS MARKER
- FIBER OPTIC PEDESTAL

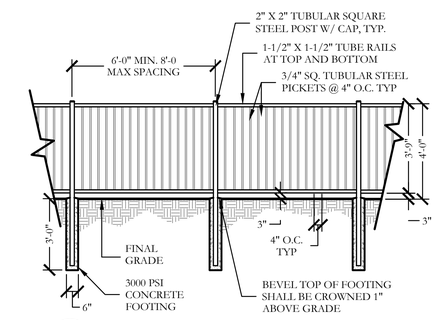




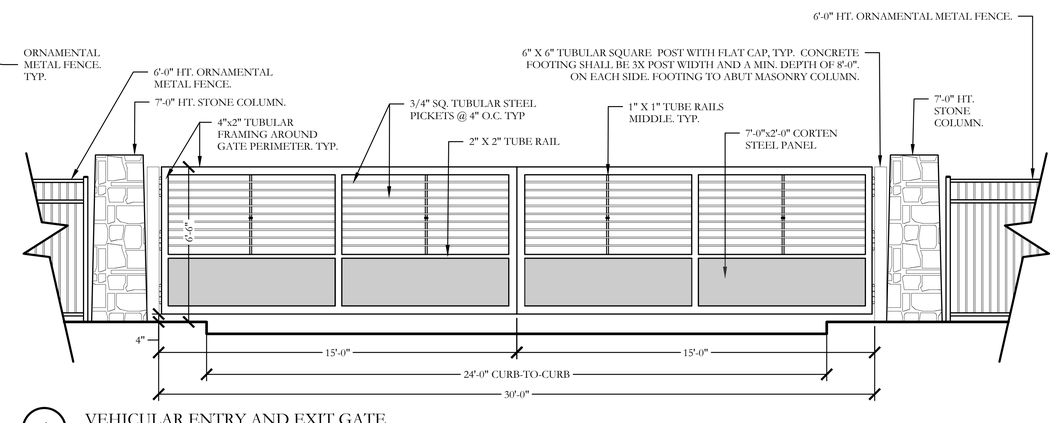
1 6'-0" HT. BRICK THINWALL WITH BRICK COLUMN
ELEVATION
SCALE: 1/2" = 1'-0"



2 PARTIAL 6'-0" HT. DOUBLE SIDED WOOD FENCE
ELEVATION
SCALE: 1/3"=1'-0"



3 4'-0" HT. ORNAMENTAL METAL FENCE
ELEVATION
SCALE: 1/2"=1'-0"



4 VEHICULAR ENTRY AND EXIT GATE
ELEVATION
SCALE: 1/3"=1'-0"

N — 60 30 0 60 — SCALE 1" = 60'

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BRUSH CREEK DENTON
CITY OF DENTON
DENTON COUNTY, TEXAS

SCREENING AND BUFFERING
HARDSCAPE PLAN

REGISTERED LANDSCAPE ARCHITECT — CODY L. JOHNSON — 2833 — STATE OF TEXAS
September 10, 2024

SCALE:
1" = 60'
One Inch

JVC No CCM005

HS1 of 1

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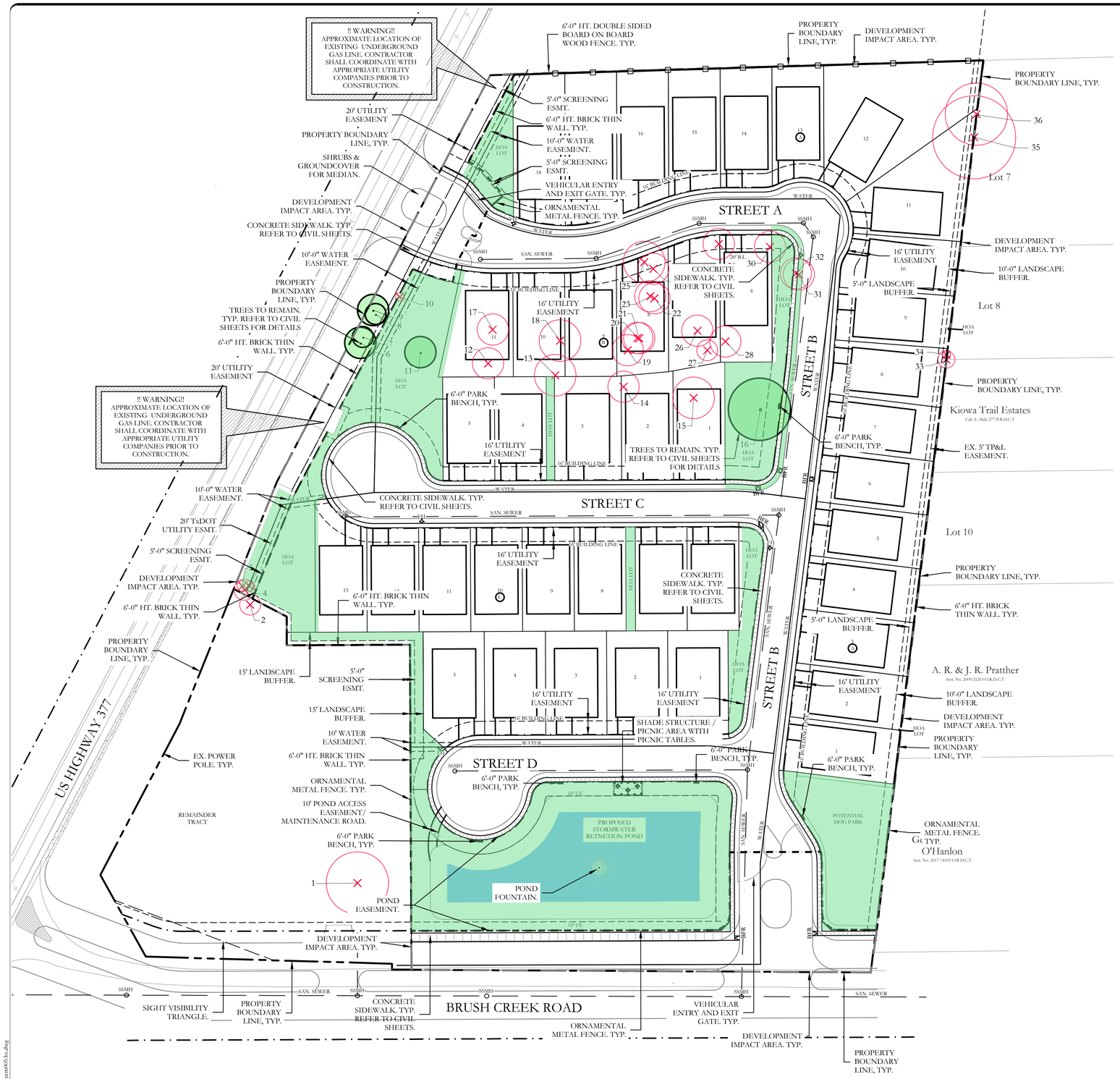
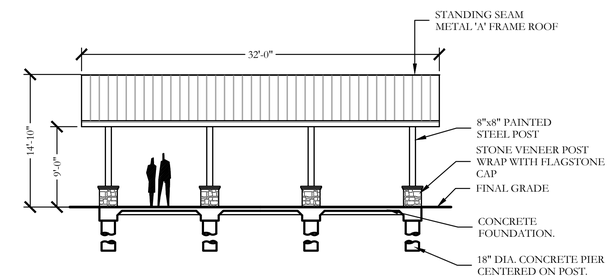
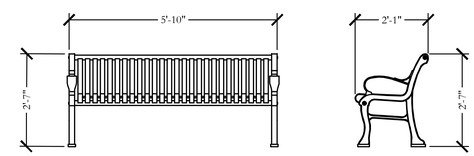


AMENITY LEGEND

- POND FOUNTAIN
- SIX FOOT MAGLIN PARK BENCH
- 32'x15' SHADE STRUCTURE PICNIC AREA WITH PICNIC TABLES.
- PASSIVE RECREATION AREA
- PROPOSED STORM WATER RETENTION POND.



1 32'x15' SHADE STRUCTURE
SIDE ELEVATION SCALE: 1/8"=1'-0"



MODEL: MBE-0300-00014
POWDER COATED BLACK

2 MAGLINE PARK BENCH
ELEVATIONS SCALE: 1/2"=1'-0"

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BRUSH CREEK DENTON
CITY OF DENTON
DENTON COUNTY, TEXAS

SCREENING AND BUFFERING
AMENITY PLAN

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2833
STATE OF TEXAS

September 10, 2024

SCALE:
1" = 60'
One Inch

JVC No CCM005

A1 of 1

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SCALE 1" = 60'

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HARDSCAP LEGEND

- 6'-0" HT. BRICK THIN WALL. COLUMNS SPACED 120' O.C.
- 6'-0" HT. DOUBLE SIDED BOARD-ON-BOARD WOOD FENCE
- 6'-0" HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS SPACED 120' O.C.
- DEVELOPMENT IMPACT AREA

UTILITIES LEGEND

- BFR — PROPOSED BARRIER FREE RAMP
- SSMH — EXISTING SANITARY SEWER MANHOLE
- PROPOSED WATER MAIN W/ VALVE
- PROPOSED SANITARY SEWER
- EXISTING WATER MAIN
- RIGHT-OF-WAY
- FH — PROPOSED FIRE HYDRANT
- FIBER OPTIC & GAS MARKER
- FO — FIBER OPTIC PEDESTAL

PLANT LEGEND

SYMBOL	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
LARGE CANOPY TREE: 1,256SF					
	45	CATHEDRAL LIVE OAK	QUERCUS VIRGINIANA CATHEDRAL OAK	3" CALIPER	AS SHOWN
	49	SHUMARD OAK	QUERCUS SHUMARDII	3" CALIPER	AS SHOWN
	42	BUR OAK	QUERCUS MACROCARPA	3" CALIPER	AS SHOWN
	36	CHINKAPIN OAK	QUERCUS MUHLENBERGII	3" CALIPER	AS SHOWN
	44	LACEBARK ELM	ULMUS PARVIFOLIA	3" CALIPER	AS SHOWN
	8	EXISTING TREE TO BE PRESERVED			
LARGE ORNAMENTAL TREE: 314SF					
	26	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	2" CALIPER	AS SHOWN
SMALL ORNAMENTAL TREE: 79SF					
	19	FOSTER HOLLY	ILEX X ATTENUATA 'FOSTERI'	2" CALIPER	AS SHOWN
	16	LITTLE GEM MAGNOLIA	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	2" CALIPER	AS SHOWN
SHRUBS & GRASSES:					
	9,575	ALL SHRUBS & GRASSES TO CONFORM TO APPENDIX A - LANDSCAPE PLANT LIST OF THE CITY OF DENTON SITE DESIGN CRITERIA MANUAL	TBD	SQUARE FEET	AS SHOWN
GROUNDCOVER & TURF:					
	140,700	COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD

TREE CANOPY CALCULATION TABLE

NEW CANOPY CALCULATION:	CANOPY AREA:
45 - LIVE OAK (@ 1,256 SQ. FT. / EA)	56,520 SQ. FT.
49 - SHUMARD OAK (@ 1,256 SQ. FT. / EA)	61,544 SQ. FT.
42 - BUR OAK (@ 1,256 SQ. FT. / EA)	52,752 SQ. FT.
36 - TEXAS ASH (@ 1,256 SQ. FT. / EA)	45,216 SQ. FT.
44 - LACEBARK ELM (@ 1,256 SQ. FT. / EA)	55,264 SQ. FT.
26 - EASTERN RED CEDAR (@ 314 SQ. FT. / EA)	8,164 SQ. FT.
19 - FOSTER HOLLY (@ 79 SQ. FT. / EA)	1,501 SQ. FT.
16 - LITTLE GEM MAGNOLIA (@ 79 SQ. FT. / EA)	1,264 SQ. FT.
TOTAL:	282,225 SQ. FT.

LANDSCAPE STANDARDS:

1. PLANTINGS AND LANDSCAPE ELEMENTS SHALL COMPLY WITH THE CITY'S ENGINEERING DESIGN STANDARDS, PUBLIC R.O.W. VISIBILITY REQUIREMENTS.
2. UNLESS OTHERWISE SPECIFIED, TREES SHALL BE PLANTED NO LESS THAN 4' FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND OTHER STRUCTURES. THE CITY HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS.
3. THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) SPECIFICATIONS SHALL GOVERN PLANT QUALIFICATIONS, GRADES, AND STANDARDS.
4. TREE PLANTING SHALL COMPLY WITH DETAILS HEREIN AND THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS.
5. TREE PITS SHALL BE TESTED FOR WATER PERCOLATION. IF WATER DOES NOT DRAIN OUT OF TREE PIT WITHIN 24-HOURS, THE TREE SHALL BE MOVED OR DRAINAGE SHALL BE PROVIDED.
6. ALL BEDS TO HAVE 3" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL TILLED AND TURNED TO A DEPTH OF 8" MINIMUM.
7. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD MULCH.
8. NATIVE SITE TOPSOIL IS TO BE PROTECTED FROM EROSION OR STOCKPILED. NATIVE SITE TOPSOIL SHALL BE LABORATORY TESTED BY AND ACCREDITED LABORATORY AND AMENDED PER SAID LABORATORY'S RECOMMENDATIONS.
9. ALL LANDSCAPE BEDS TO HAVE 4" STEEL EDGING

IRRIGATION STANDARDS:

1. THE IRRIGATION SYSTEM WILL BE AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
2. TURF AREAS WILL RECEIVE SPRAY IRRIGATION.
3. PLANTING BED AREAS WILL RECEIVE DRIP IRRIGATION.
4. EACH TREE WILL RECEIVE IRRIGATION FLOOD BUBBLERS.
5. IRRIGATION DESIGN STANDARDS SHALL COMPLY WITH THE CURRENT DENTON CODE OF ORDINANCE.

LANDSCAPE NOTE:
-FULL LANDSCAPE DETAILS AND NOTES TO BE PROVIDED WITH FULL CONSTRUCTION DOCUMENTS PROVIDED AT A LATER DATE.
-ALL SINGLE-FAMILY LOTS MUST CONTAIN A MINIMUM OF ONE LARGE SHADE TREE PER DWELLING. AT LEAST 30 PERCENT OF THE FRONT YARD SHALL BE LANDSCAPED. AT LEAST 20 PERCENT OF THE REAR YARD SHALL BE LANDSCAPED.

LANDSCAPE NOTE:
-15 STREET TREES ARE IN ALTERNATIVE LOCATIONS DUE TO EASEMENTS, EXISTING UTILITES, AND SITE CONSTRAINTS.

BUILDER NOTE:
-ALL STREET TREES ADJACENT TO LOTS, BETWEEN THE BACK OF CURB AND SIDEWALK, SHALL BE INSTALLED BY BUILDER

BRUSH CREEK DENTON OVERALL LANDSCAPE DATA TABLE - LOT 1, BLOCK 1		
OVERALL SITE DATE	REQUIRED	PROVIDED
LOT SIZE IN SQUARE FEET		787,129 SQ. FT. (18.07 ACRES)
ZONING DISTRICT		R6
DEVELOPMENT IMPACT AREA		673,359 SQ. FT.
FOOTPRINT OF PROPOSED BUILDINGS		473,030 SQ. FT. (45.6%)
LANDSCAPE AREA	78,524 SQ. FT. (25%)	134,460 SQ. FT. (42.80%)
TREE CANOPY AT MATURITY IN SQUARE FEET AND PERCENTAGE	125,640 SQ. FT. (40%)	282,225 SQ. FT. (41.9%)

§ REQUIRED STREET TREE CANOPY SYMBOL

CALCULATION METHOD:
THE METHOD OF TREE CANOPY CALCULATION BEING USED IS THE ENTIRE LOT BEING DEVELOPED, MINUS THE FOOTPRINT AREA OF ANY PROPOSED BUILDINGS.

TABEL 7.G: LANDSCAPE BUFFER POINTS	
NORTH BUFFER ELEMENTS: (COMMERCIAL - MINIMUM 10 POINTS NEEDED)	POINTS PROVIDED
VINYL, COMPOSITE, DOUBLE-FACED SOLID WOOD, OR SIMILAR NON-MASONRY SCREENING FENCE, MINIMUM 6 FET IN HEIGHT	10
TOTAL POINTS ACQUIRED:	10
WEST BUFFER ELEMENTS: (RESIDENTIAL - NO POINTS NEEDED)	
VINYL, COMPOSITE, DOUBLE-FACED SOLID WOOD, OR SIMILAR NON-MASONRY SCREENING FENCE, MINIMUM 6 FET IN HEIGHT	10
TOTAL POINTS ACQUIRED:	10
EAST BUFFER ELEMENTS: (RESIDENTIAL - NO POINTS NEEDED)	
SOLID MASONRY WALL MINIMUM 6 FEET IN HEIGHT	20
TOTAL POINTS ACQUIRED:	20
SOUTH BUFFER ELEMENTS: (RESIDENTIAL - NO POINTS NEEDED)	
NO BUFFER ELEMENTS NEEDED	0
TOTAL POINTS REQUIRED:	10
TOTAL POINTS ACQUIRED:	40

7.7.7 STREET TREE REQUIREMENTS		
	REQUIRED	PROVIDED
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (736 LF OF STREET FRONTAGE **(US HWY 377)** / 30 LINEAR FEET)	24.53	17 NEWLY PROPOSED TREES & 4 EXISTING TREES & 4 ALTERNATIVE STREE TREES
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (505 LF OF STREET FRONTAGE **(BRUSH CREEK ROAD)** / 30 LINEAR FEET)	16.83	18 TREES
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (1,000 LF OF STREET FRONTAGE **(STREET A)**/ 30 LINEAR FEET)	33.33	29 TREES & 5 ALTERNATIVE STREET TREES
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (1,696 LF OF STREET FRONTAGE **(STREET B)**/ 30 LINEAR FEET)	56.5	54 TREES & 3 ALTERNATIVE STREET TREES
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (1,127 LF OF STREET FRONTAGE **(STREET C)**/ 30 LINEAR FEET)	37.56	36 TREES & 2 ALTERNATIVE STREET TREES
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (804 LF OF STREET FRONTAGE **(STREET D)**/ 30 LINEAR FEET)	26.8	26 TREES & 1 ALTERNATIVE STREET TREES

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SCALE 1" = 60'

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BRUSH CREEK DENTON
CITY OF DENTON
DENTON COUNTY, TEXAS

SCREENING AND BUFFERING
ALTERNATIVE LANDSCAPE PLAN

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2833
STATE OF TEXAS

September 10, 2024

SCALE:
1" = 60'
One Inch

JVC No CCM005

L1 of 1

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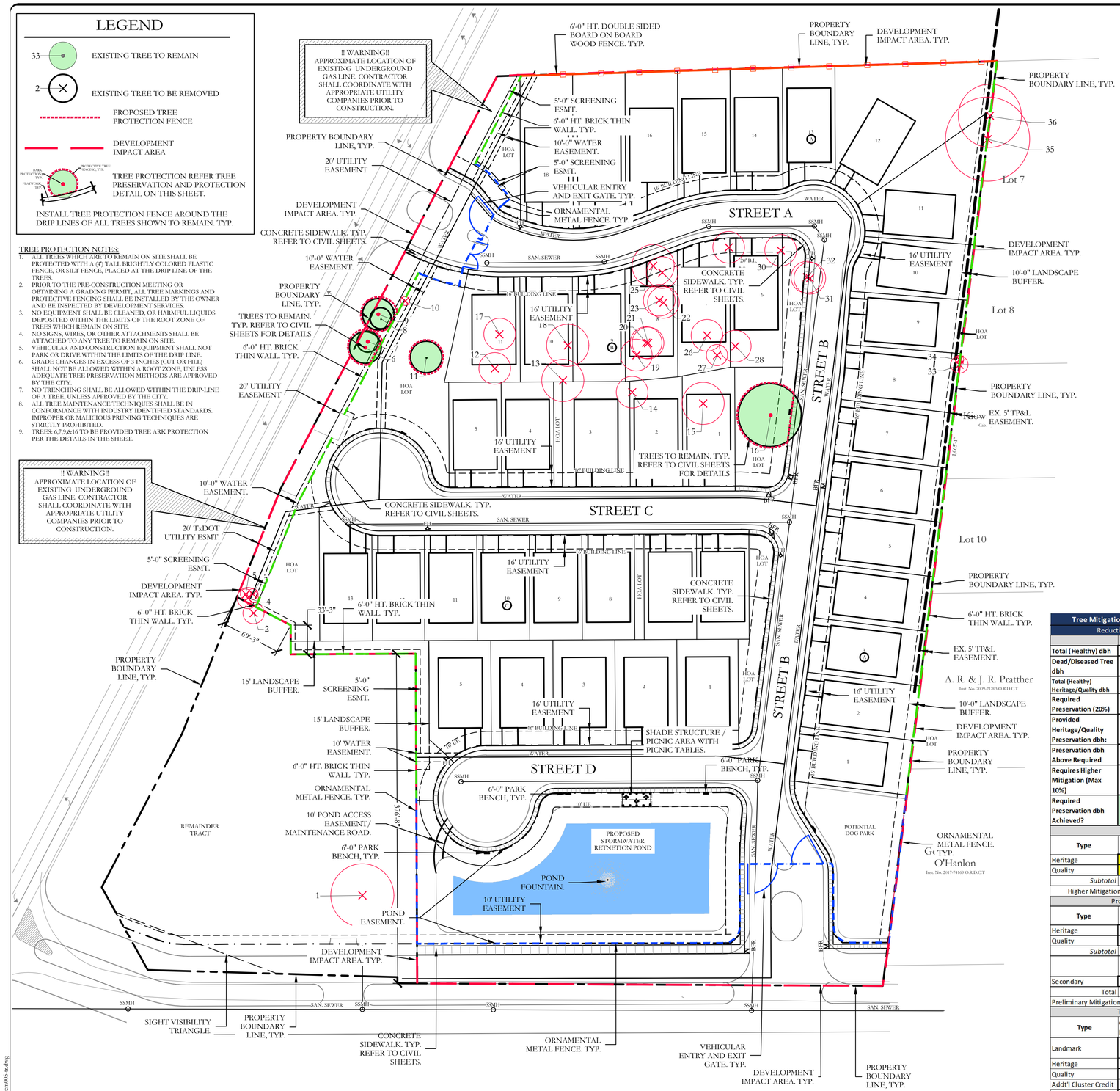
LEGEND

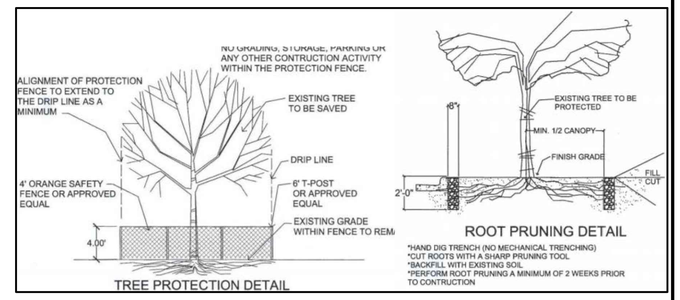
- 33 — EXISTING TREE TO REMAIN
- 2 — EXISTING TREE TO BE REMOVED
- PROPOSED TREE PROTECTION FENCE
- DEVELOPMENT IMPACT AREA
- TREE PROTECTION REFER TREE PRESERVATION AND PROTECTION DETAIL ON THIS SHEET.

INSTALL TREE PROTECTION FENCE AROUND THE DRIP LINES OF ALL TREES SHOWN TO REMAIN. TYP.

TREE PROTECTION NOTES:

1. ALL TREES WHICH ARE TO REMAIN ON SITE SHALL BE PROTECTED WITH A (4') TALL BRIGHTLY COLORED PLASTIC FENCE, OR SILT FENCE, PLACED AT THE DRIP LINE OF THE TREES.
2. PRIOR TO THE PRE-CONSTRUCTION MEETING OR OBTAINING A GRADING PERMIT, ALL TREE MARKINGS AND PROTECTIVE FENCING SHALL BE INSTALLED BY THE OWNER AND BE INSPECTED BY DEVELOPMENT SERVICES.
3. NO EQUIPMENT SHALL BE CLEANED, OR HARMFUL LIQUIDS DEPOSITED WITHIN THE LIMITS OF THE ROOT ZONE OF TREES WHICH REMAIN ON SITE.
4. NO SIGNS, WIRES, OR OTHER ATTACHMENTS SHALL BE ATTACHED TO ANY TREE TO REMAIN ON SITE.
5. VEHICULAR AND CONSTRUCTION EQUIPMENT SHALL NOT PARK OR DRIVE WITHIN THE LIMITS OF THE DRIP LINE.
6. GRADE CHANGES IN EXCESS OF 3 INCHES (CUT OR FILL) SHALL NOT BE ALLOWED WITHIN A ROOT ZONE, UNLESS ADEQUATE TREE PRESERVATION METHODS ARE APPROVED BY THE CITY.
7. NO TRENCHING SHALL BE ALLOWED WITHIN THE DRIP-LINE OF A TREE, UNLESS APPROVED BY THE CITY.
8. ALL TREE MAINTENANCE TECHNIQUES SHALL BE IN CONFORMANCE WITH INDUSTRY IDENTIFIED STANDARDS. IMPROPER OR MALICIOUS PRUNING TECHNIQUES ARE STRICTLY PROHIBITED.
9. TREES: 6,7,9,&16 TO BE PROVIDED TREE ARK PROTECTION PER THE DETAILS IN THE SHEET.





Tree Inventory

Tree Number	Common Name of Tree	Avg. Canopy Spread (sqft)	Landmark Tree Circumference (inch)	Diameter (dbh)	Part of 3+ Tree Cluster***: Yes/blank	Status: Healthy or Dead /Diseased	Notes:	Classification*	Action: Preserve/ Remove	Site Location**
1	hackberry	36		36.00		Healthy		Secondary	Remove	DIA
2	mesquite	12		12.00		Healthy		Non-protected	Remove	DIA
3	mesquite	12		12.00		Healthy		Non-protected	Remove	DIA
4	mesquite	12		12.00		Healthy		Non-protected	Remove	DIA
5	mesquite	6		6.00		Healthy		Non-protected	Remove	DIA
6	live oak	18		18.00		Healthy		Heritage	Preserve	DIA
7	live oak	12		12.00		Healthy		Quality	Preserve	DIA
8	live oak	12		12.00		Healthy		Quality	Preserve	DIA
9	live oak	18		18.00		Healthy		Heritage	Preserve	DIA
10	mesquite	12		12.00		Healthy		Non-protected	Remove	DIA
11	live oak	18		18.00		Healthy		Heritage	Preserve	DIA
12	live oak	18		18.00		Healthy		Heritage	Remove	DIA
13	live oak	24		24.00		Healthy		Heritage	Remove	DIA
14	live oak	18		18.00		Healthy		Heritage	Remove	DIA
15	live oak	24		24.00		Healthy		Heritage	Remove	DIA
16	live oak	36		36.00		Healthy		Heritage	Preserve	DIA
17	live oak	18		18.00		Healthy		Heritage	Remove	DIA
18	live oak	24		24.00		Healthy		Heritage	Remove	DIA
19	live oak	18		18.00		Healthy		Heritage	Remove	DIA
20	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
21	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
22	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
23	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
24	live oak	18		18.00		Healthy		Heritage	Remove	DIA
25	live oak	24		24.00		Healthy		Heritage	Remove	DIA
26	live oak	18		18.00		Healthy		Heritage	Remove	DIA
27	live oak	12		12.00		Healthy		Quality	Remove	DIA
28	live oak	18		18.00		Healthy		Quality	Remove	DIA
29	live oak	18		18.00		Healthy		Heritage	Remove	DIA
30	Ash	18		18.00		Healthy		Secondary	Remove	DIA
31	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
32	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
33	hackberry	12		12.00		Healthy		Secondary	Remove	DIA
34	hackberry	6		6.00		Healthy		Secondary	Remove	DIA
35	hackberry	48		48.00		Healthy		Secondary	Remove	DIA
36	hackberry	36		36.00		Healthy		Secondary	Remove	DIA

Tree Mitigation Worksheet (20% Preservation)

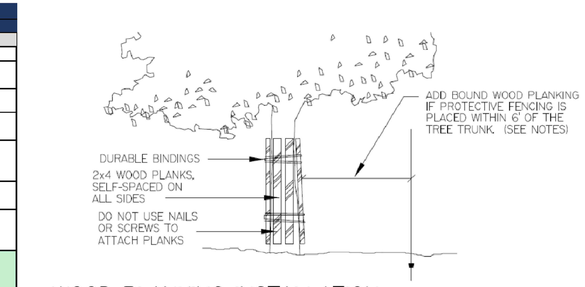
Reduction due to Higher Mitigation

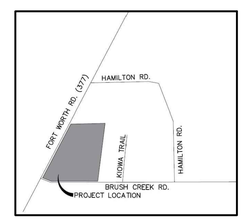
	dbh
Total (Healthy) dbh	684
Dead/Diseased Tree dbh	0
Total (Healthy) Heritage/Quality dbh	474
Required Preservation (20%)	94.8
Provided Heritage/Quality Preservation dbh:	114
Preservation dbh Above Required	19.2
Requires Higher Mitigation (Max 10%)	28.2
Required Preservation dbh Achieved?	Yes

Higher Mitigation			
Type	dbh Removed	Replacement Ratio	Calculated DBH
Heritage	42	2.75:1	115.5
Quality	5.4	2.25:1	12.15
Subtotal	47.4		127.65
Higher Mitigation Total dbh achieved?			Yes

Protected Trees Removed			
Type	dbh Removed	Replacement Ratio	Calculated DBH
Heritage	288	2.5:1	720
Quality	24.6	2:1	49.2
Subtotal			769.2
	Trees Removed	Replacement Ratio	Calculated DBH
Secondary	6	4":1 tree	24
Total			920.85
Preliminary Mitigation dbh		50% Reduction	460.425

Trees Preserved (DIA)			
Type	dbh Preserved		Preservation Credit
Landmark	0	4:1	0
Heritage	90	3:1	270
Quality	24	2:1	48
Addt'l Cluster Credit	0	1.15:1	0
Total	114		318
Required Mitigation dbh			142.425





LOCATION MAP
NOT TO SCALE

SITE DATA

SITE AREA	
GROSS AREA	18.07 AC
PD GROSS AREA	15.44 AC
SETBACKS	
FRONT YARD	16 FT
SIDE YARD	5 FT
CORNER SIDE YARD	10 FT
REAR YARD	20 FT
LOT INFORMATION	
MINIMUM AREA	7000 SF
MINIMUM WIDTH	60 FT
MINIMUM DEPTH	120 FT
NUMBER OF LOTS	42

5% OF SITE TO BE OPEN SPACE
10% PROVIDED

I, CODY JOHNSON, BEING A QUALIFIED LANDSCAPE ARCHITECT AS DEFINED IN THE DENTON DEVELOPMENT CODE, ATTEST THAT THE IDENTIFICATION AND DBH OF TREES IDENTIFIED ON THE SURVEY ARE CORRECT AND THAT ALL TREES HAVE BEEN SHOWN.

SIGNATURE:_____ DATE:_08-13-2024_

LANDSCAPE ARCHITECT:
JOHNSON VOLK CONSULTING
704 CENTRAL PARKWAY EAST, SUITE 1200
PLANO, TEXAS 75074
PH. (972) 201-3100
CONTACT: CODY JOHNSON, RLA, ASLA, LI

N — 60 30 0 60 — SCALE 1" = 60'

JOHNSON VOLK CONSULTING
TBPELS Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

BRUSH CREEK DENTON
CITY OF DENTON
DENTON COUNTY, TEXAS

TREE SURVEY & PRESERVATION PLAN
TREE SURVEY PLAN

REGISTERED LANDSCAPE ARCHITECT — CODY L. JOHNSON — 2833 — STATE OF TEXAS
September 10, 2024

SCALE: 1" = 60'
One Inch
JVC No CCM005

TR1 of 1

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5.2.3 Table of Allowed Uses.

Table 5.2-A: Table of Allowed Uses																	
P = permitted S = specific use permit required Blank cell = use prohibited + = use-specific standards apply																	
	Residential							Mixed-Use			Corridor		Other Nonresidential				Use-Specific Standards
	RR	R1	R2	R3	R4	R6	R7	MN	MD	MR	SC	HC	GO	LI	HI	PF	
Residential Uses																	
Household Living																	
Single-Family Detached Dwelling	P+	P+	P+	P+	P+	P+	P+	P+									5.3.3A
Townhome					S+	P+	P+	P+	P+	P+							5.3.3B
Duplex					S+	P+	P+	P+	P+	P+							5.3.3C
Triplex						P+	P+	P+	P+	P+							5.3.3C
Fourplex						P+	P+	P+	P+	P+							5.3.3C
Multifamily Dwelling							S+	P+	P+	P+	S+	S+	S+				5.3.3D
Tiny Home Development	Subject to approval of a planned development (PD); see 5.3.3E																
Work/Live Dwelling	P+						P+	P+	P+	P+	P+	S+	S+				5.3.3F
Manufactured Home Development (HUD Code)						S+	S+										5.3.3G
Group Living																	
Chapter House							S	S								P	
Community Home	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+							5.3.3I
Dormitory							S	S	P								
Elderly Housing						S+	S+	P+	P+	P+	S+	S+					5.3.3H
Group Home	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+							5.3.3J
Public, Institutional, Religious, and Civic Uses																	
Community and Cultural Facilities																	
Airport, City-Owned																P	
Cemetery, City-Owned																P	
Cemetery, Privately-Owned	S+		S+							S+	S+	S+	S+	S+		S+	5.3.4I
Club or Lodge	P	S	S	S	S	S	S+	P+	P	P+	P	P	P	P+	P+		5.3.4A
Community Service	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Day Care, Adult or Child	P	S	S	S	S	S	P	P	P	P	P	P	P	P+			5.3.4B
Funeral and Internment Facility									S	S	P	P	P	P			
Homeless Shelter	S+						S+	S+	S+	S+						P+	5.3.4C
Landfill, City-Owned																P	
Park, Playground, Open Space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Religious Assembly	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.4D
Educational Facilities																	
Business or Trade School								P+	P+	P+	P+	P	P	P	P		5.3.4E
College or University									P	P			P				

School, Private	P	S	S	S	S	S	S	P	P	P	P	P	P			P	
School, Public	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Healthcare Facilities																	
Hospital Services										P+	P+	P	P				5.3.4F
Medical Clinic								S+	S+	P+	P+	P	P	P			5.3.4G
Medical Office							P+	P+	P+	P+	P+	P	P	P			5.3.4H
Commercial Uses																	
Agricultural and Animal Uses																	
General Agriculture	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P +	P+	P+	P+	5.3.5A
Commercial Stable	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.5B
Community Garden	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Kennel	P+	S+	S+								P+	P+	S+	P+	P+		5.3.5C
Urban Farm	p	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Veterinary Clinic	P	S	S					P	P+	P	P	P	P	P			5.3.5D
Recreation and Entertainment																	
Amenity Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
Indoor Recreation Facility	P							P	P	P	P	P	P	P			
Outdoor Recreation Facility	P	P	P	P	P	P	P	S	S	S	P	P	P	P			
RV Park	S+		S+	S+	S+	S+	S+							S+	P+		5.3.5E
Food and Beverage Services																	
Bar, Tavern, or Lounge								S+	P	P	P	P	P	P			5.3.5F
Mobile Food Court								S+	S+	S+	S+	S+	S+	S+	S+		5.3.5G
Private Club	P+							P+	P+	P+	P+			P+	P+		5.3.5H
Restaurant								P+	P	P	P	P	P	P			5.3.5I
Restaurant, with Drive-Through								S+	S+	P+	P+	P+	P+	P+			5.3.5J
Office, Business, and Professional Services																	
Administrative, Professional, and Government Office				S+	S+	S+	P+	P+	P+	P	P	P	P	P	P	P	5.3.5K
Bank or Financial Institution							S+	P+	P+	P	P	P	P	P			5.3.5L
Musician Studio								P+	P+	P+	P+	P+	P+	P+	P+		5.3.5M
Credit Access Business								S+	P+	P	P	P	P	P			5.3.5N
Printing, Copying, and Publishing Establishment								S	P	P	P	P	P	P	P		
Personal Services																	
Laundry Facility, Industrial												S	S	P	P		
Laundry Facility, Self-Service							S+	P+	P+	P+	P	P	P	P	P		5.3.5O
Personal Service, General								P	P	P	P	P	P	P			
Tattoo and Body Piercing Parlor								P+	P+	P+	P+	P+					5.3.5P
Retail Sales																	

Building Materials and Supply Store											S	P		P	P		
General Retail Unless Otherwise Specified, Less than 5,000 Square Feet							S+	P	P	P	P	P	P	P	P	P	5.3.5Q
General Retail Unless Otherwise Specified, Between 5,000 Square Feet and 15,000 Square Feet								P	P	P	P	P	P	P	P		
General Retail Unless Otherwise Specified, More than 15,000 Square Feet								S	S	P	P	P	P	P+	P+		5.3.5R
Smoke Shop									P	P	P	P					
Lodging Facilities																	
Bed and Breakfast	P+				S+	S+	S+	P+	P+	P+	P+						5.3.5S
Boarding or Rooming House								S	P	P	P						
Hotel								P	P	P	P	P	P	P			
Motel										P	P	P	P	P			
Short-Term Rental	P+	P+	P+	P+	P+	P+	P+	P+									5.3.5T
Vehicles and Equipment																	
Auto Wash										P	P	P	P	P	P		
Automotive Fuel Sales								S+	S+	P+	P+	P+	P+	P+	P+		5.3.5U
Automotive Repair Shop, Major										P+	P+	P+	S+	P+	P+		5.3.5V
Automotive Repair Shop, Minor								S+		P+	P+	P+	P+	P+	P+		5.3.5W
Automotive Sales or Leasing												P					
Automotive Wrecking Service, Impound Lot, Junkyard, and Salvage Yard														S+	P+		5.3.5X
Equipment Sales and Rental												S+		S+	P+		5.3.5Y
Parking Lot as a Principal Use									P	P	P	P	P	P	P		
Travel Plaza												P		P	P		
Adult Entertainment Establishments																	
Sexually Oriented Business															S+		5.3.5Z
Industrial Uses																	
Data Center																	
Data Center, Modular														S^+	S^+	S^+	5.3.6I

Data Center, Warehouse										S+	S+	S+	P+	P+	P+	P+	5.3.6J
Manufacturing and Processing																	
Craft Alcohol Production								S	P+	P+	P+	P	P	P	P		5.3.6A
Feedlot, Slaughterhouse, or Packaging Plant	S														S		
Food Processing, Less than 2,500 Square Feet								P+	P+	P+	P+	P+	P+	P+	P+		5.3.6B
Food Processing, More than 2,500 Square Feet								S+	S+	P+	P+	P+	P+	P+	P+		5.3.6C
Gas Well	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	Subchapter 6: Gas Wells
Manufacturing, Artisan								P+	P+	P	P	P	P	P	P		5.3.6D
Manufacturing, Low-Impact									S+	P+	P+	P+	P+	P	P		5.3.6E
Manufacturing, Medium-Impact													S	S	P		
Manufacturing, High-Impact															S		
Commercial Incinerator, Transfer Station															S		
Storage and Warehousing																	
Outdoor Storage														S+	S+	S+	5.3.6F
Self-Service Storage								S+	S+	S+	P+	S+	P+	P+	P+		5.3.6G
Storage of Hazardous Materials															S		
Warehouse and Wholesale Facility										S+	S+	P	P	P	P		5.3.6H
Public and Semi-Public Utility Uses																	
Basic Utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Power Stations, Electric Substations, Interchanges, and Switch Stations	P+							P+	P+	P+	P+	P+	P+	P+	P+	P+	5.3.7A
Solar Collector as Principal Use	S+												S+	S+	S+	P+	5.3.7B
Wind Energy Conversion System (WECS)															S+	S+	5.3.7C
Wireless Telecommunications	See Section 5.6: Wireless Telecommunications Facilities																
Accessory Uses																	
Accessory Dwelling Unit	P+	P+	P+	P+	P+	P+	P+	P+									5.4.4A
Donation Box																	5.4.4B
Home Occupation	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+						5.4.4C

Outdoor Storage, Accessory												P+	P+	P+	P+	P+	5.4.4D
Sale of Produce and Plants Raised on Premises	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4E
Solar Collector, (Ground- or Building-Mounted)	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.4.4F
Wind Energy Conversion System (WECS), Small (Ground-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	5.4.4G
Wind Energy Conversion System (WECS), Small (Building-Mounted)	P+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	S+	P+	P+	P+	0
Temporary Uses																	
Temporary Storage Containers and Other Portable Storage Units	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6A
Concrete or Asphalt Batching Plant, Temporary	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6B
Farmer's Market or Open Air Market								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Field or Construction Office	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.6C
Seasonal Sales								P+	P+	P+	P+	P+	P+	P+	P+		5.5.4
Special Event								P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4
Portable Wireless Telecommunications Facility	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	P+	5.5.4

(Ord. No. DCA19-0012a, § 2(Exh. A), 11-5-2019; Ord. No. DCA19-0023a, § 2(Exh. A), 1-7-2020; Ord. No. DCA19-0025a, § 2(Exh. A), 2-4-2020; Ord. No. DCA19-0027a, § 2(Exh. A), 2-4-2020; Ord. No. DCA20-0004, § 2, 10-20-2020; Ord. No. DCA22-0003a, § 2(Exh. A), 9-20-2022; Ord. No. DCA23-0010b, § 2(Exh. A), 9-19-2023; Ord. No. DCA23-0001b, § 2(Exh. A), 9-26-2023; Ord. No. DCA23-0011b, § 2(Exh. A), 12-5-2023)

GENERAL FUND IMPACTS

Revenues	40 Year Total
AD VALOREM TAXES	$4,296,900
RETAIL SALES TAX	
Direct Project Retail Sales Tax Revenue	$0
Net New Resident + New Commuters Retail Sales Tax Revenue	$882,800
OTHER TAXES (Mixed Beverage)	$0
LICENSE & PERMITS	
Zoning Fees	$22,100
Building Permits	$0
Certificate of Occupancy	$0
Beer & Wine Permits	$0
SERVICE FEES	
Restaurant Inspections	$0
Grocery Store Inspections	$0
Swimming Pool Inspections	$200
Electrical Inspections	$0
Plumbing Inspections	$0
Development Fees	$31,900
Plan Review Fees	$18,000

Expenses	40 Year Total
Neighborhood	($1,176,200)
Public Safety	($2,767,900)
Transportation	($158,900)
Admin & Community Services	($1,207,300)

OTHER FUND REVENUES

TOURISM & CONVENTION SALES TAX	$0
ENTERPRISE UTILITY FUNDS	
Electric Charge	$5,351,100
Water Charge	$2,333,800
Wastewater Charge	$1,271,500
Drainage Charge	$308,700
Solidwaste Charge	$1,131,000
WATER IMPACT FEE	$0
WASTEWATER IMPACT FEE	$0
TOTAL ROADWAY IMPACT FEE	$56,700
TOTAL PARKS LAND DEDICATION & DEV. TRUST	$12,200
TREE MITIGATION	$0

ROADWAY MAINTENANCE

ROADWAY MAINTENANCE	$2,336,565

New Residents From Residential

119

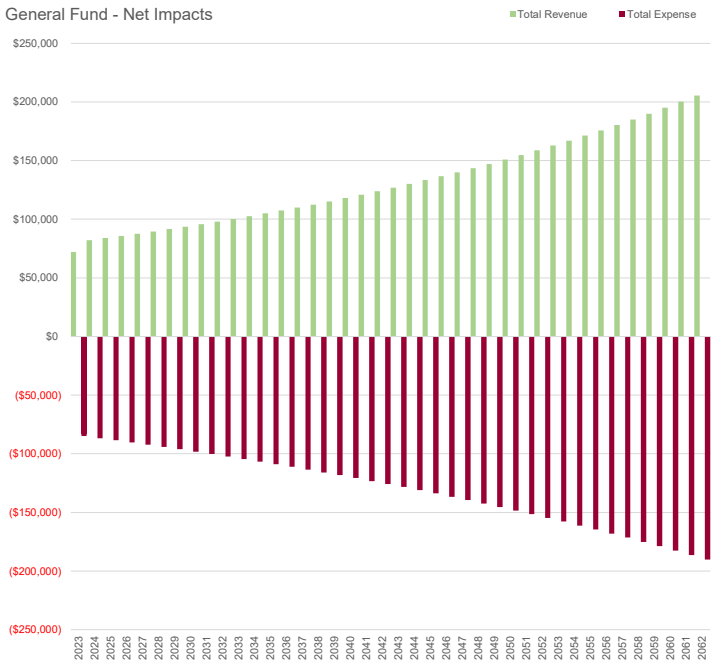
New Workers From Non-Residential *

0

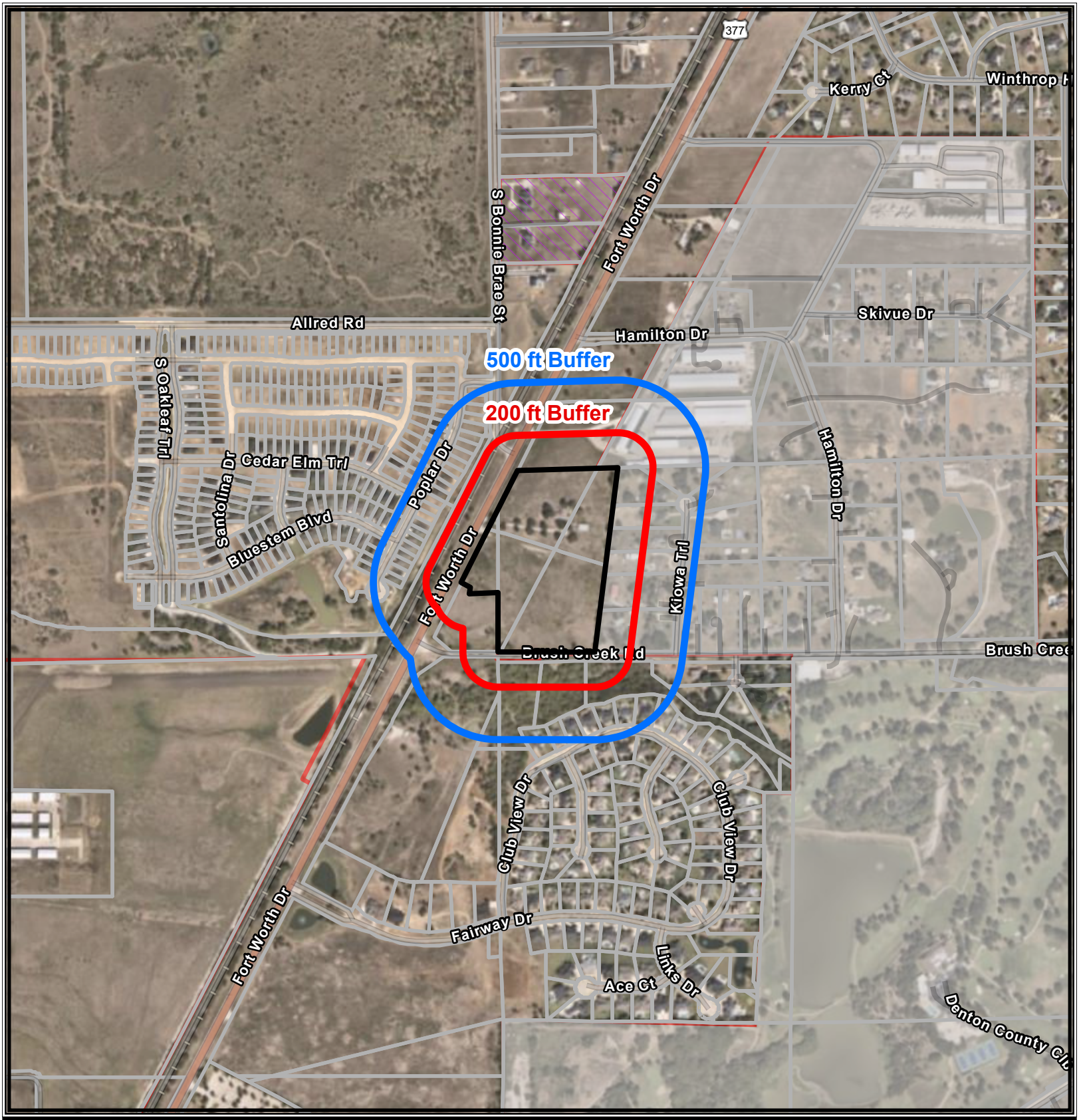
* Calculations based on new commuters not total new workers in order to not double count with new residents

General Fund Impact Summary

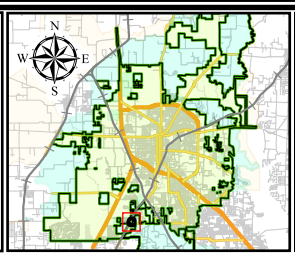
General Fund - Total Revenue	General Fund - Total Expenses	General Fund - Net Impact
$5,251,900	-$2,973,700	$2,278,200



PD24-0003
Notification Map



COD
ETJ
ETJ 2
NAA 8/1/20
NAA 8/1/40



0 220 440 880 Feet

CITY OF DENTON
Development Services · GIS
Date: 10/24/2024

"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 relati
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."

DENTON

DEPARTMENT OF DEVELOPMENT SERVICES

Development Services Center – 401 N. Elm Street – Denton, Texas 76201 voice: (940) 349-8600 www.cityofdenton.com

PUBLIC HEARING NOTIFICATION SIGN AFFIDAVIT OF SIGN POSTING

Project No. PD24-0003

Date of Planning and Zoning Commission Meeting: November 13th, 2024

I hereby certify that I have posted or caused to be posted Public Hearing Notification sign(s) on the property subject to

Project Name/Number Brush Creek Single Family Development / PD24-0003,

located at 7655 Fort Worth Dr, Denton Tx

Said sign(s) have been obtained through a sign contractor of choice and meet the specifications as stated in the City of Denton Public Hearing Sign Criteria Sheet.

Posting of said signs was accomplished on October 30th, 2024. Said signs have been posted in a manner that provides an unobstructed view and allows clear reading from the public right(s)of-way along Brush Creek Rd & Fort Worth Dr.

Said signs will be maintained on the property throughout the entire public hearing process and will be removed within three (3) calendar days subsequent to the final decision by the approving body. I further certify that this affidavit was filed with the Planning Department of the City of Denton within the time provisions specified in the City of Denton Public Hearing Sign Criteria Sheet.

Executed this the October day of ~~4th~~ 31st, 2024

Signature of Applicant or Authorized Representative for Project No.

Deno Maggi

Printed Name of Applicant or Authorized Representative for Project No.

STATE OF TEXAS COUNTY OF Denton BEFORE ME, a Notary Public, on this 31st day of October personally appeared Deno Maggi (printed owner's name) the above signed, who, under oath, stated the following: "I hereby certify that I am the owner, for the purposes of this application; that all information submitted herein is true and correct."

SUBSCRIBED AND SWORN TO before me, this the 31st day of October, 2024.

Notary Signature (seal)

CHANDLER KAY SMITH
Notary Public, State of Texas
Comm. Expires 09-29-2025
Notary ID 133361379

PLEASE NOTE: ***Failure to post the notification sign(s) on the property by the close of business (5 pm) on the tenth (10th) day prior to the first public hearing shall result in the postponement of consideration by the Board or Commission.***

STAFF USE ONLY:

Date/Time submitted: _____ Verified by: _____

Manglaris, Angie

From: Amy Fannin <crayon1998@yahoo.com>
Sent: Saturday, November 9, 2024 3:50 PM
To: Manglaris, Angie
Subject: Brush creek zoning

This message has originated from an External Source. Please be cautious regarding links and attachments.

Hi Angie,

I live at 2204 Chipping Campden Rd, Argyle TX 76226 in The Hills of Argyle community. I wanted to share my disapproval of the zoning change for the property at the northeast corner of 377 and Brush Creek. I cannot attend that meeting as I still have little kids at home and my husband usually takes our older kids to youth group on Wednesdays. Also, and I'm guessing this was known when the meeting was scheduled, the HOA meeting for our community is that same night and time.

I know development is coming, but I would really prefer larger lot zoning, or something that brings less traffic. Or wait until the lanes are wider, there are lights, or some action has been taken to mitigate traffic flow along 377. It's hard enough as it is to turn out of the neighborhood at peak traffic hours.

Thanks,
Amy Fannin

Sent from my iPhone

Manglaris, Angie

From: Donna Perfetti <donnalynch719@earthlink.net>
Sent: Wednesday, November 13, 2024 9:07 AM
To: Manglaris, Angie
Subject: brush creek single family development pd24-0003

This message has originated from an External Source. Please be cautious regarding links and attachments.

Angie,

I am opposed to the amount of houses 41 to be built on 15acres or is it 51 stated in one of the documents. I am also opposed to having an entrance/exit on Brush Creek Rd and the rezoning of a portion to be R4 which is townhouse,duplex, tripleplex and fourplex.

Hills of Argyle
Donna Perfetti

Manglaris, Angie

From: James Andrews <jandrews0802@yahoo.com>
Sent: Monday, November 11, 2024 12:15 PM
To: Manglaris, Angie
Subject: PD24-0003 Brush Creek Planned Development

This message has originated from an **External Source**. Please be cautious regarding links and attachments.

Hi Angie,

I am a resident of the city of Denton and I live in close proximity to the proposed project PD24-0003 at the intersection of Brush Creek Rd/Hwy 377. I am opposed to this proposal for a number of reasons. This location is on the very outskirts of the city limits and the homes surrounding it are on 1 acre lots. I do not feel it is appropriate to make the big jump from an R1 zoning to an PD-R4 zoning.

The majority of the homeowners in this part of the city moved to this location to get away from the high density developments. I am not opposed to development, but I feel strongly that high density housing should not be placed bordering homes that are located on R1 zoning. I feel it is important to retain some R1 and R2 zoning throughout areas of the city where it is appropriate. While there are high density developments on the opposite side of Highway 377, there are not any on the side this is proposed on. The closest neighborhoods are the Hills of Argyle, which are on 1-3 acre lots and Country Club Village, which are half acre lots. The other neighborhood streets in close proximity are Kiowa Trail, Woodcreek, Brush Creek, and Hamilton, which are all on larger lots; including many family farms that have been there for generations.

This particular piece of property is zoned for Argyle ISD. The closest elementary school is Hilltop Elementary, which is once again experiencing class sizes that exceed the state limits. In the district's future planning, this property is zoned as R1 and always has been and they have planned accordingly.

I urge the P & Z to reject this proposal as it stands and to not give in to greedy developers wanting to maximize their profits by proposing large zoning classification jumps. There are plenty of areas within the city limits that this proposal would be appropriate, but this particular piece of land is not one of them in my opinion. Thanks for your time and consideration.

James Andrews
(940) 395-4881
2716 Kerry Ct
Hills of Argyle
Denton, Texas 76226

Sent from Yahoo Mail for iPhone

Manglaris, Angie

From: Joel Martin <joelmartin83@gmail.com>
Sent: Wednesday, November 13, 2024 4:34 PM
To: Manglaris, Angie
Subject: PD24-0003 The Reserve at Brush Creek

This message has originated from an **External Source**. Please be cautious regarding links and attachments.

Good Afternoon,
I am sending this email in opposition to the zoning change request for The Reserve at Brush Creek project.

Last year we attended meetings prior to the Planning and Zoning meeting, as well as the actual P&Z meeting. In the pre-meeting, we were assured by Omar Oweis, the owner's representative, that the zoning change request was to build single-family homes with the goal of improving the area with quality built homes from upscale builders that everyone will be proud of. He assured all in attendance that the owner wanted to recoup his money and needed to meet a certain price point, building million dollar homes.

The history of the original zoning request for multi-family housing was denied, so the owner had changed direction in order to develop the acreage.

Now, shortly after the zoning request for single-family homes was placed on hold with the request for a full project plan, another zoning change request is submitted for basically multi-family structures in the form of town homes.

This just cements my belief that the owner never intended to follow through with the promises made to homeowners, to build quality single-family homes. The owner and representative are not trustworthy, and seem to be working the system in order to return to their original plan to build multi-family homes which will degrade the property values for the neighborhoods close to the project property.

It is our request that the zoning change be denied, and the owner return to their promise to submit a project plan for single-family, upscale homes that will enhance the corner of Brush Creek and Hwy 377.

Respectfully submitted,
Joel Martin
1905 Warwick Crescent Ct, Argyle, TX 76226

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, REGARDING A CHANGE IN THE ZONING DISTRICT AND USE CLASSIFICATION FROM RESIDENTIAL 1 (R1) AND RURAL RESIDENTIAL (RR) DISTRICTS TO A PLANNED DEVELOPMENT WITH A BASE ZONING OF RESIDENTIAL 4 (PD-R4) DISTRICT ON APPROXIMATELY 15.44 ACRES OF LAND GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF US 377 AND BRUSH CREEK 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 A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.
(PD24-0003a, The Reserves at Brush Creek)

WHEREAS, Omar Oweis, of Red Rock Consulting Group, LLC., applied on behalf of the property owner, Deno Maggi, to rezone approximately 15.44 acres from Rural Residential (RR) and Residential 1 (R1) Districts to a Planned Development Residential 4 (PD-R4) District, legally described and depicted in Exhibit "A" (hereinafter, the "Property"); and

WHEREAS, on November 13, 2024, the Planning and Zoning Commission, in compliance with the laws of the State of Texas, have given the requisite notices by publication and otherwise, and have held due hearings and afforded full and fair hearings to all property owners interested in this regard, and have recommended approval (3-1) of the amendment; and

WHEREAS, on December 3, 2024, the City Council likewise conducted a public hearing as required by law, and finds that the request meets and complies with all substantive and procedural standards for a zoning change to Planned Development (PD) District set forth in Section 2.7.3 of the Denton Development Code, and is consistent with the Denton 2040 Comprehensive Plan and the Denton Development Code; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Denton, in considering the application for a change in the zoning classification of the property, have determined that the proposed use is in the best interest of the health, safety, morals, and general welfare of the City of Denton, and accordingly, the City Council of the City of Denton is of the opinion and finds that said zoning change is in the public interest and should be granted as set forth herein; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

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

SECTION 2. The zoning district and use classification for the Property is hereby changed from Rural Residential (RR) and Residential 1 (R1) Districts to a Planned Development Residential 4 (PD-R4) District. The Development Standards for the Property are described in Exhibit "B" attached hereto and incorporated herein by reference, and the PD Development Plans depicting the proposed development layout for the Property is provided in Exhibit "C" attached

hereto and incorporated herein by reference. Development of the Property shall be in accordance with the Development Standards in Exhibit "B" and the Development Plans in Exhibit "C".

SECTION 3. The City's official zoning map is hereby amended to show the change in the zoning district and use classification.

SECTION 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid by any court, such invalidity shall not affect the validity of the provisions or applications, and to this end the provisions of this ordinance are severable.

SECTION 5. Any person, firm, partnership, or corporation violating any provision of this ordinance shall, upon conviction, be deemed guilty of a misdemeanor and shall be punished by fine in a sum not exceeding $2,000.00 for each offense. Each day that a provision of this ordinance is violated shall constitute a separate and distinct offense.

SECTION 6. In compliance with Section 2.09(c) of the Denton Charter, this ordinance shall become effective fourteen (14) days from the date of its passage, and the City Secretary is hereby directed to cause the caption of this ordinance to be published twice in the Denton Record-Chronicle, a daily newspaper published in the City of Denton, Texas, within ten (10) days of the date of its passage.

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

	Aye	Nay	Abstain	Absent
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: _____

Exhibit A

BEING a 15.44-acre tract of land located in the J. Severe Survey Abstract No. 1164 and the BBBB &C RR Survey No. 160, Denton, Denton County, Texas, being part of Tracts 1& 2 as described in Warranty Deed with Vendor's Lien to MMRQ Land L.P. as recorded in Instrument No. 2014-93723, Official Records Denton County, Texas and being more particularly described as follows:

BEGINNING at a found ½-inch iron rod for the northeast corner of said Tract 2, being the northwest corner of Lot 7, Block A, Kiowa Trail Estates, an Addition to the City of Denton, Denton County Texas, as recorded in Cabinet F, Page 277, Plat Records Denton County Texas (PRDCT) and being on the southerly line of Bassinger Addition, an Addition to Denton, Texas as recorded in Document No. 2014-204, PRDCT;

THENCE S 07°01'55" W with the west line of Kiowa Trail Estates, at a distance of 612.66 feet pass a found 1/2-inch iron rod for the southwest corner of said Addition, at a distance of 1041.47 feet pass a found iron rod, continuing for a total distance of 1064.77 feet to a point for corner in Brush Creek Drive (a variable width prescriptive roadway);

THENCE N 89°41'02" W with the south line of the herein described parcel and in said roadway, a distance of 532.18 feet to a point for corner;

THENCE N 00°14'40" W leaving said roadway, a distance of 376.68 feet to a point for corner;

THENCE S 89°45'20" W, a distance of 142.92 feet to a point for corner;

THENCE N 00°14'40" W, a distance of 33.26 feet to a point for corner;

THENCE N 62°29'06" W, a distance of 69.13 feet to a point for corner on the easterly right of way line for US Highway 377 (variable width right of way);

THENCE northerly with said right of way line as follows:

N 21°55'58" E, a distance of 134.29 feet to a found TxDOT concrete monument;

N 27°41'48" E, a distance of 531.88 feet to a point for the northwest corner of the herein described tract;

THENCE N 88°17'26" E leaving said right of way line and with the aforesaid southerly line of the Basinger Addition, a distance of 571.38 feet to the POINT OF BEGINNING and containing 15.44-acres of land, more or less.

Bearings heron determined by GPS observation, giving the monument east line of the subject parcel a bearing of S 07°01'55" W.

EXHIBIT B – DEVELOPMENT STANDARDS

PD24-0003, BRUSH CREEK SINGLE FAMILY DEVELOPMENT

PD-R4, Single-Family Living Use for 15.44 acres

City of Denton, Denton County, Texas

SECTION 1: Purpose Statement

The purpose of the proposed Planned Development (PD) is to establish a single-family residential development with privately owned and maintained roadways at the intersection of Brush Creek Road and Highway US 377.

The regulations set forth in these development standards are for the PD District which consists of approximately 15.44 acres as described in Exhibit A.

SECTION 2: Definitions

This PD introduces the definition Lot Width, Type B, in addition to those uses that are defined within Subchapter 9 – Definitions of the 2019 Edition of the Denton Development Code (DDC), as amended.

Lot Width, Type A: Type A lots shall follow the definition for Lot Width as defined in in the Denton Development Code.

Lot Width, Type B: Applies to lots with trapezoidal shape fronting a street knuckle. Lot width shall be measured at the front setback line. (See Exhibit C, Sheet EX-C3)

SECTION 3-Zoning

3.1-Purpose and Organization

3.1.1-Purpose

This PD shall follow the development standards only as provided for in the Residential 4 (R4) District of the Denton Development Code (DDC), as amended. The permitted uses allowed within this PD District shall be limited to only those primary and accessory uses listed in Section 3.1.2 below. Otherwise, all requirements of the 2019 Edition of the Denton Development Code (DDC), as amended, shall apply except where modified herein.

3.1.2-Permitted Uses

A. Primary Uses

Single-Family Detached Dwelling

B. Accessory Uses

Accessory Dwellings

Home Occupations

C. Accessory Structures

Swimming Pools

Detached Garages

Carports

3.2-R4-Residential

A. Dimensional standards required for the R4 Zoning District as provided for in DDC Subsection 3.2.5, R4-Residential shall apply to this development, except as amended in this section.

B. R4 District Dimensional Standards.

Table 3.2-E: R4 District Dimensional Standards

Dimensional Standards

Lot Dimensions (Minimum)

A. Minimum lot area of 7,000 square feet
B. Minimum lot width of 60 feet
C. Minimum lot depth of 120 feet

Setbacks (Minimum)

D. Front yard = 16 feet
E. Side Yard = 5 feet
F. Corner Side Yard = 10 feet
G. Rear yard = 20 feet

Other Standards

Building coverage (maximum) = 55 percent

C. Amenities

Developer shall provide no fewer than three (3) of the following amenities as part of the development:

1- Playground
2- Benches around pond
3- Fountain in Retention Pond
4- Pergola/gathering area
5- Dog Park

SECTION 4: Development Standards

4.1-Purpose

A. This PD shall comply with the development standards listed in this section below, and in accordance with the Development Plan as shown on Exhibit C.

4.2 Landscape Standards

4.2.1- Purpose.

A. All requirements of DDC Subchapter 7.7, Landscaping, Screening, Buffering, and Fences shall apply to this PD, except where amended by this Section.

4.2.2-Street Tree Requirements

A. Purpose.

In circumstances where the spacing requirements of DDC Subsection 7.7.7 cannot be met along existing and proposed right-of-way (public and private), minimum planting quantity is achieved by utilizing alternative locations and planting street trees outside of the right-of-way and in Homeowner's Association Lots.

B. A total of 15 street trees shall be planted in Homeowner's Association Lots to meet minimum street tree requirements, and locations are depicted in Exhibit C, Sheet L1.

4.2.3-Compatibility Landscape Buffer Requirements

A. Purpose.

The following landscape elements shall be utilized to meet a portion of the requirements in addition to those requirements specified within Table 7.F: Buffer Points and Minimum Width Requirements.

B. Buffer locations.

1. The eastern property line of the PD District shall have a 10-foot-wide landscape buffer extending along the entire property line but offset 10-feet to the west of said eastern property line (refer to Exhibit C, Sheet L1).
   a. A solid masonry wall (minimum of 6 feet in height) shall be installed along the entire eastern property line of the PD District.
   b. A continual row of landscaped trees shall be planted on the west side of the masonry wall referenced in a. above (by home builder & maintained by homeowner).

2. 15-foot-wide landscape buffer shall be provided along the southwest corner of the PD District and the remainder tract situated at the northeast corner of Brush Creek Road and US 377, as depicted in Exhibit C. The landscape buffer will terminate at the centerline of Street D as depicted in Exhibit C, Sheet L1.

4.2.3 – Walls, Fencing, and Screening

A. Purpose.

The following fencing elements as written below, and depicted in Exhibit C, shall be utilized to meet a portion of the compatibility buffer requirements in addition to those requirements specified within DDC Subsection 7.7.8

B. Detailed Wall, Fencing, Screening locations

1. Developer shall provide a 6-foot-tall brick thin masonry screening with 7-foot-tall columns spaced 120 feet on-center set along the entire eastern property line of the PD District.
2. Developer shall provide a 6-foot-tall brick thin masonry screening with 7-foot-tall columns spaced 120 feet on-center along the entire western boundary of the PD District, except the fence type shall change to a 6-foot-tall ornamental metal fence with masonry columns spaced at 120 feet on-center at Street D Cul-de-sac and extend to the south property line of the PD District.
3. Developer shall provide a 6-foot-tall ornamental metal fence with masonry columns spaced at 120 feet on-center along the southern ROW line of Street D. This fence shall extend in between the retention pond and the southern boundary of the PD District along Brush Creek (refer to Exhibit C, Sheet HS1).
4. Developer shall provide a 6-foot-tall ornamental metal fence with masonry columns spaced at 120 feet on-center. The fence will be situated along the northern right-of-way of Brush Creek Road and extend to the south of the detention pond (refer to Exhibit C, Sheet HS1).
5. The west and south access shall have 6 feet tall ornamental metal fence and gates (refer to Exhibit C, Sheet HS1).

4.3 Site and Building Design Standards

4.3.1-Applicability.

A. All requirements of DDC Subsection 7.10.3 – Single-Family Detached, Duplex, Townhome, Triplex, and Fourplex Dwelling Site and Building Design shall apply to this PD, expect as noted below.

4.3.2-Single-Family Detached, Duplex, Townhome, Triplex, and Fourplex Dwelling Site and Building Design.

A. Lot Skip/Repetition Rule: The same floor plan and elevation shall not be used on the lot immediately on either side of the subject property or directly across the street from the subject property.

B. Building Mass and Form. Building shall incorporate at least three of the following design features to provide visual relief along the front of the residence:

1. Dormers;

2. Gables;
3. Recessed entries, a minimum of three feet deep;
4. Covered front porches;
5. Cupolas;
6. Architectural pillars or post;
7. Bay windows with a minimum 24 inches projection;
8. Shed roof accents;
9. Water tables;

B. Garage Design

2. For front-entry garages:

a. The total width of the garage door(s) shall not occupy more than 40 percent of the ground-floor building frontage. This shall not apply to J-swing garage configurations.

b. A front facing garage door shall be offset a minimum 2 feet from the front façade of the home.

SECTION 5: Development Phasing & Offsite Improvements

5.1-Purpose.

A. This PD shall be developed in a single phase in accordance with the Development Plan as shown on Exhibit C.

5.2 Off-Site Improvements

5.2.1 The approved Traffic Impact Analysis Addendum identifies recommendations for improvements to be constructed when the residential component is built-out. A southbound left turn lane on US 377 shall be constructed, providing access to Street A of the residential development. The turn lane shall be designed and installed in conformance with TxDOT and City design standards, except where design variances are approved.

Exhibit "C"

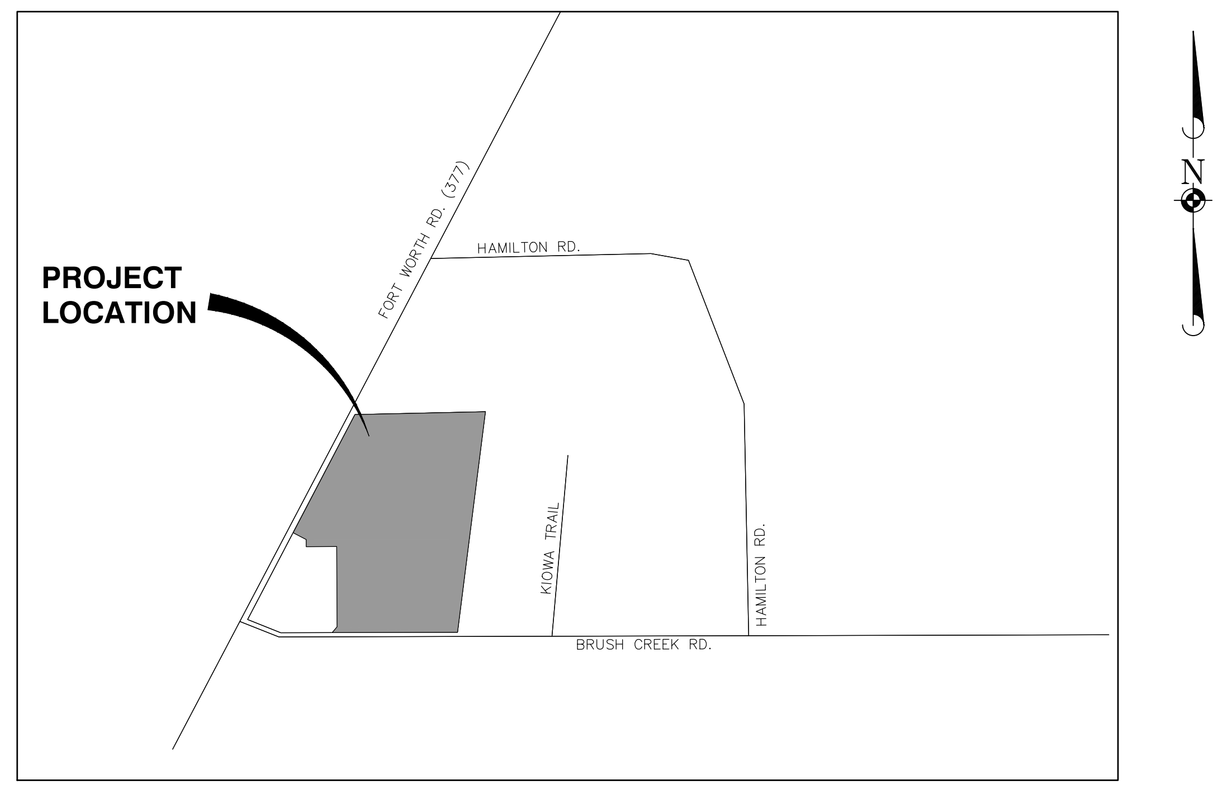
PROPOSED PLANNED DEVELOPMENT PLANS
FOR
RESERVE AT BRUSH CREEK
PD-24-003

PROJECT LOCATION
CITY OF DENTON, DENTON COUNTY, TEXAS

STANDARD SYMBOLS

EXISTING | PROPOSED

SANITARY MANHOLE
STORM JUNCTION BOX & MANHOLE
CURB INLET
GRATE INLET
CLEANOUT
RIP RAP
GATE VALVE
FIRE HYDRANT
WATER METER
THRUST BLOCK & FITTING
STORM HEADWALL
STREET LIGHT
CONCRETE CURB
SIDEWALK
SUBJECT PROPERTY LINE
ADJACENT PROPERTY LINE
LOT LINE
EASEMENT LINE
SIGN
POWER POLE
GUY WIRE
ELECTRICAL EQUIPMENT
TELEPHONE EQUIPMENT
FENCE
RETAINING WALL



LOCATION MAP
N.T.S.

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
C1.0	TITLE PAGE
EX-C1	DEVELOPMENT PLAN
EX-C2	UTILITY PLAN
EX-C3	DEVELOPMENT PLAN DETAILS

NOTES:

1. THE BOUNDARY LINES AND TOPOGRAPHY FOR THIS PROJECT ARE BASED ON A SURVEY PREPARED BY LANDMARK SURVEYORS DATED FEBURARY, 08, 2013. THE CONTRACTOR SHALL VERIFY THE EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY MANHARD CONSULTING AND THE CLIENT IN WRITING OF ANY DIFFERING CONDITIONS. MANHARD CONSULTING HAS NOT VERIFIED THIS SURVEY AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE SURVEY BOUNDARY AND/OR TOPOGRAPHY.

ABBREVIATIONS:

ADJ	ADJUST
AGG	AGGREGATE GRAVEL
BC	BACK OF CURB
BFR	BARRIER FREE RAMP
BLDG	BUILDING
BOP	BOTTOM OF PIPE
BVC	BEGIN VERTICAL CURVE
BW	BOTTOM OF WALL
CB	CATCH BASIN
CI	CURB INLET
CL	CENTERLINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONN	CONNECTION
CY	CUBIC YARD
D	DITCH
DCO	DOUBLE CLEANOUT
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DOM	DOMESTIC
ELEV	ELEVATION
EP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
EX	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FES	FLARED END SECTION
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOW LINE
FM	FORCE MAIN
GI	GRATE INLET
GV	GATE VALVE
HDPE	HIGH DENSITY POLYETHYLENE
HORZ	HORIZONTAL
HP	HIGH POINT
HWL	HIGH WATER LEVEL
HYD	FIRE HYDRANT
ICV	IRRIGATION CONTROL VALVE
INL	INLET
INV	INVERT
JB	JUNCTION BOX
LP	LIGHT POLE
LOW	LOW POINT
LT	LEFT
MAX	MAXIMUM
MIN	MINIMUM
OS	OFFSET FROM CENTERLINE
P	PAVEMENT
PC	POINT OF CURVE
PCC	POINT OF COMPOUND CURVE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PP	POWER POLE
PROP	PROPOSED
PT	POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE PIPE
PVC	POINT OF VERTICAL CURVATURE
PVI	POINT OF VERTICAL INTERSECTION
PVT	POINT OF VERTICAL TANGENCY
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
REM	REMOVAL
ROW	RIGHT-OF-WAY
RR	RAILROAD
RT	RIGHT
SAN	SANITARY SEWER
SF	SQUARE FOOT
SHT	SHEET
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
STM	STORM SEWER
STMH	STORM SEWER MANHOLE
SW	SIDEWALK
SY	SQUARE YARDS
T	TELEPHONE
TB	THRUST BLOCK
TBR	TO BE REMOVED
T/C	TOP OF CURB
TEMP	TEMPORARY
TF	TOP OF FOUNDATION
TI	TOP OF INLET
TOP	TOP OF PIPE
TP	TELEPHONE PEDESTAL
TRANS	TRANSFORMER
T/WALL	TOP OF WALL
TYP	TYPICAL
UE	UTILITY EASEMENT
WM	WATER MAIN
WSE	WATER SURFACE ELEVATION
WV	WATER VALVE

MANHARD CONSULTING, LTD. IS NOT RESPONSIBLE FOR THE SAFETY OF ANY PARTY AT OR ON THE CONSTRUCTION SITE. SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND ANY OTHER PERSON OR ENTITY PERFORMING WORK OR SERVICES. NEITHER THE OWNER NOR ENGINEER ASSUMES ANY RESPONSIBILITY FOR THE JOB SITE SAFETY OF PERSONS ENGAGED IN THE WORK OR THE MEANS OR METHODS OF CONSTRUCTION.

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph: 972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers & Land Surveyors Reg. No. F-10194754 (Surv), F-22053 (Eng)

Know what's below. Call before you dig.

DATE	REVISIONS	DRAWN BY
- - -	- - -	- - -

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Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

RESERVE AT BRUSH CREEK
DENTON, DENTON COUNTY, TX
TITLE PAGE

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: ----
DATE: 09/26/24

SHEET
EX-C
611.115001

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PENDING

754

Plot Date: 09/26/24 Dwg Name: P:\611.115 Mungo and Son LLC\001 Brush Creek - Denton\dwg\Eng\ Prior Set Drawings\PD Drawings\TITLE SHEET - DEV PLAN.dwg Updated By: WWeber

SHOWS THE EX TREES THAT WILL REMAIN ON THE SITE

LOT WIDTH LEGEND:
- [A] TYPE A LOT WIDTHS (39)
- [B] TYPE B LOT WIDTHS (3)

NOTES:

SEE SHEET EX-C3 FOR LOT DETAILS

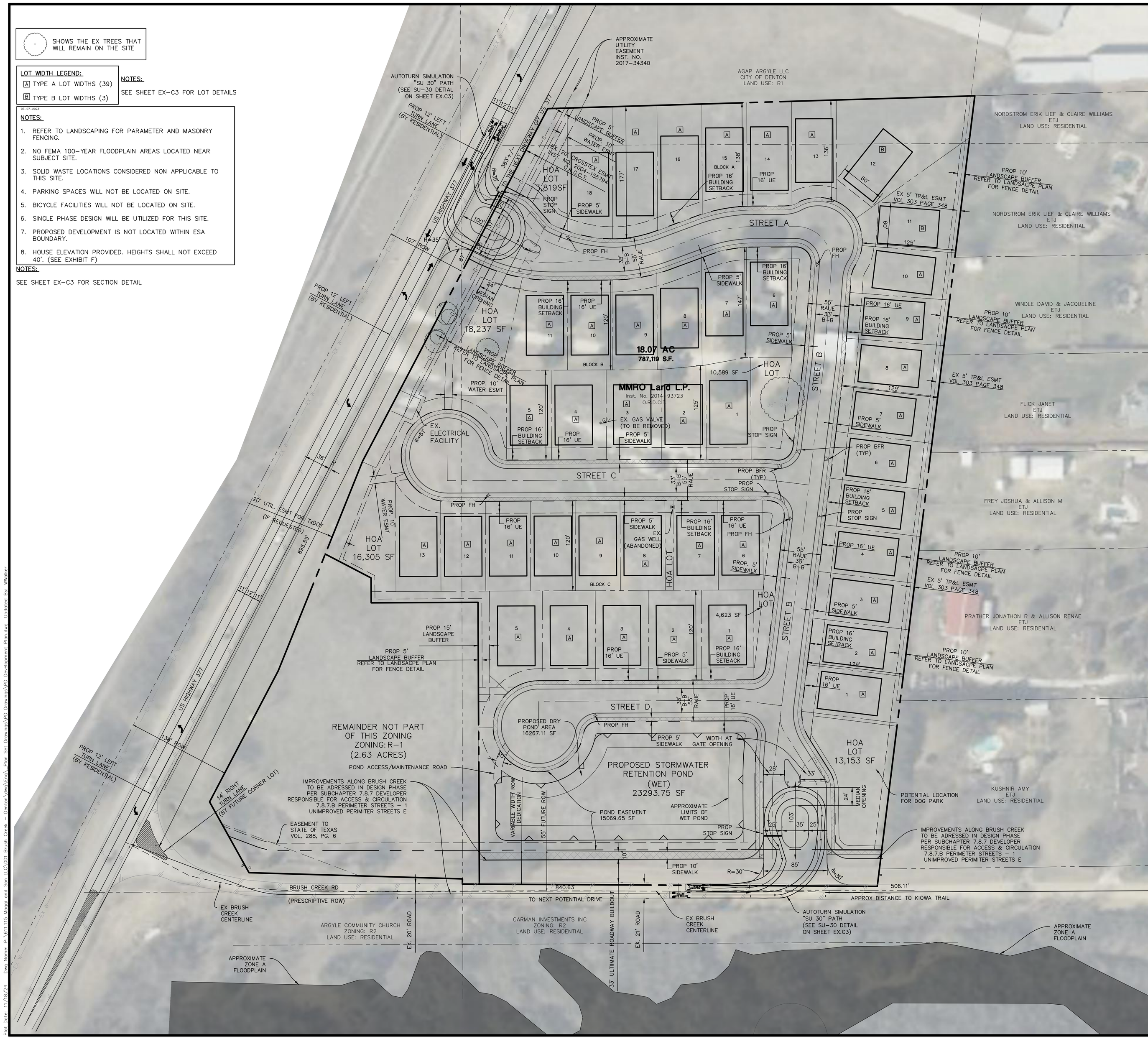
07-07-2023

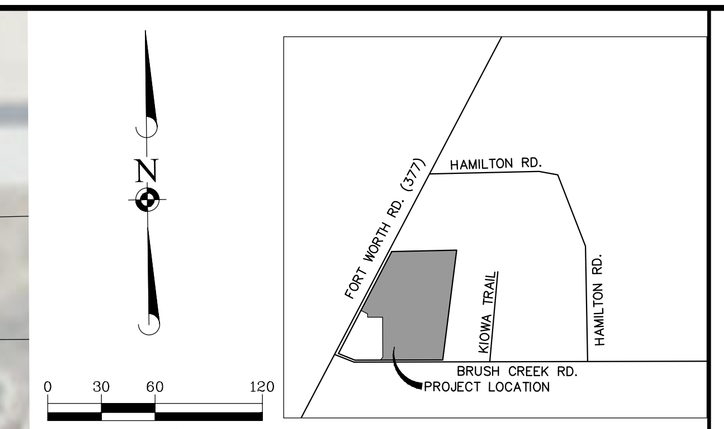
NOTES:

1. REFER TO LANDSCAPING FOR PARAMETER AND MASONRY FENCING.
2. NO FEMA 100-YEAR FLOODPLAIN AREAS LOCATED NEAR SUBJECT SITE.
3. SOLID WASTE LOCATIONS CONSIDERED NON APPLICABLE TO THIS SITE.
4. PARKING SPACES WILL NOT BE LOCATED ON SITE.
5. BICYCLE FACILITIES WILL NOT BE LOCATED ON SITE.
6. SINGLE PHASE DESIGN WILL BE UTILIZED FOR THIS SITE.
7. PROPOSED DEVELOPMENT IS NOT LOCATED WITHIN ESA BOUNDARY.
8. HOUSE ELEVATION PROVIDED. HEIGHTS SHALL NOT EXCEED 40'. (SEE EXHIBIT F)

NOTES:

SEE SHEET EX-C3 FOR SECTION DETAIL





VICINITY MAP

N.T.S.

SITE DATA

SITE AREA	
GROSS AREA	18.07 AC
PD GROSS AREA	15.44 AC
SETBACKS	
FRONT YARD	16 FT
SIDE YARD	5 FT
CORNER SIDE YARD	10 FT
REAR YARD	20 FT
LOT INFORMATION	
MINIMUM AREA	7000 SF
MINIMUM WIDTH	60 FT
MINIMUM DEPTH	120 FT
NUMBER OF LOTS	42

MIN. 5% OF SITE TO BE OPEN SPACE

LAND USE SUMMARY TABLE

USE	ACRES	% OF TOTAL ACRES
SINGLE FAMILY	8.45	54.73%
HOA/OPEN SPACE	1.79	11.59%
WET POND	0.54	3.50%
PUBLIC ROAD/ROW	3.16	20.47%
ROAD/PWAY EASEMENT	0.52	3.37%
DETENTION	0.98	6.35%
GROSS AREA	15.44	100.00%

42 TOTAL DWELLING UNITS WITH MAXIMUM
55 % BUILDING COVERAGE
8 TOTAL HOA LOTS
1 TOTAL HOA POND LOT

07-07-2023

NOTES:

1. WHERE MODIFICATIONS ARE NOT EXPRESSLY AUTHORIZED, ALL REQUIREMENTS OF THE DENTON DEVELOPMENT CODE, AS AMENDED MUST BE MET.
2. REFER TO COVER PAGE C1.0 FOR LEGEND & ABBREVIATIONS
3. ENGINEERING DOES NOT FORESEE ANY RETAINING WALL FOR THIS SITE. IF THEY ARE REQUIRED ENGINEERING WILL ENSURE THEY DO NOT CROSS ANY UTILITIES OR WITHIN PUBLIC EASEMENTS

DATE	REVISIONS	DRAWN BY

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Wastewater Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

RESERVE AT BRUSH CREEK

DENTON, DENTON COUNTY, TX

DEVELOPMENT PLAN

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: WW
DATE: 10/01/24

SHEET

EX-C1

611.115001

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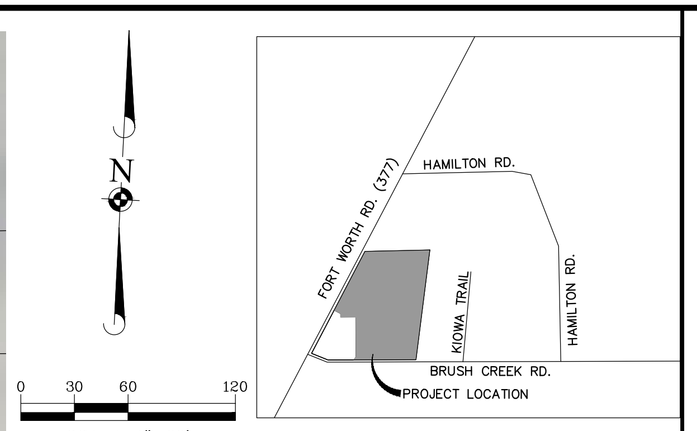
PENDING

Plot Date: 11/18/24 Back Name: P:\611\115 Mogul and Son, LLC\001 Brush Creek - Denton\Civil\Cad_Plan Set Drawings\PD Drawings\PD Development Plan.dwg Updated By: WWalker



VICINITY MAP

N.T.S.

LEGEND

- EX W — EXISTING WATER LINE
- PROPOSED WATER LINE
- MANHOLE
- FLOW DIRECTION
- 8" PROPOSED GRAVITY MAIN (OFFSITE)
- 15" EXISTING GRAVITY MAIN (OFFSITE)
- PRELIMINARY STORM LAYOUT
- PRELIMINARY CURB INLET

NOTES:

1. APPROXIMATE LOCATION OF EXISTING WATER AND SANITARY LINES OBTAINED FROM CITY OF DENTON GIS AND RECORD DRAWINGS PROVIDED BY CITY
2. PROPOSED WATER AND SANITARY LINE PLACEMENT DETERMINED USING THE CITY OF DENTON WATER AND WASTEWATER CRITERIA MANUAL AND CITY OF DENTON WATER/WASTEWATER SHARED DETAILS
3. PROPOSED EXTENSION AND REPLACEMENT OF EXISTING WATER LINES OBTAINED FROM CITY OF DENTON PROJECT REVIEW

07-07-2023

NOTES:

1. REFER TO COVER PAGE C1.0 FOR LEGEND & ABBREVIATIONS
2. STORM DESIGN SUBJECT TO CHANGE PENDING ENGINEER FINAL DRAINAGE ANALYSIS.

DATE	REVISIONS	DRAWN BY

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

RESERVE AT BRUSH CREEK

DENTON, DENTON COUNTY, TX

UTILITY PLAN

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: IO
DATE: 09/26/24

SHEET

EX-C2

611.115001

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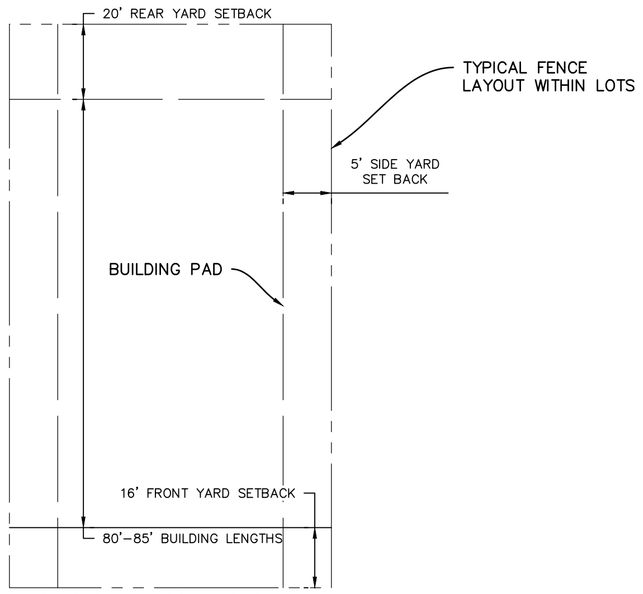
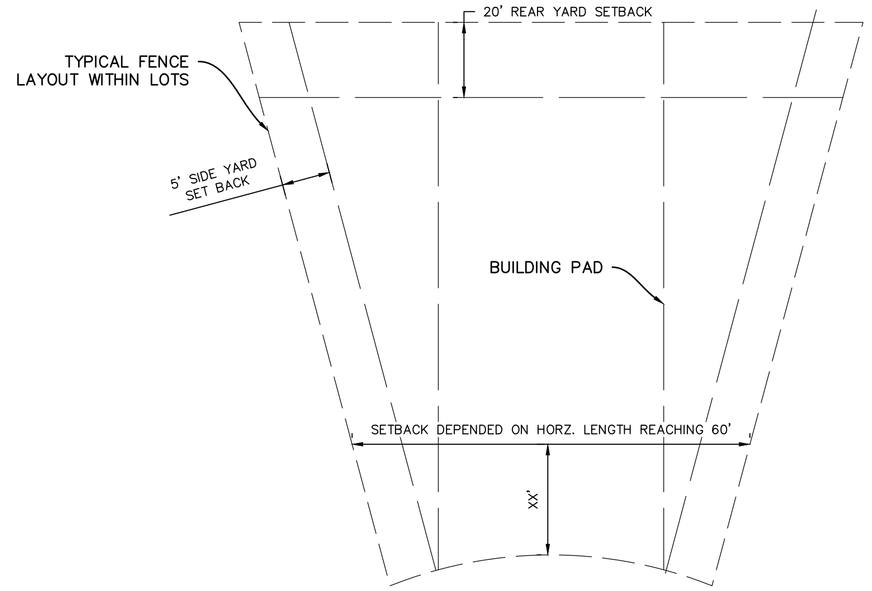
PENDING

Plot Date: 10/01/24 Dwg Name: P:\611.115 Maggi and Son LLC\001 Brush Creek - Denton\dwg\Eng_Plan Set Drawings\PD Drawings\UTILITY PLAN.dwg Updated By: WWalker



TYPICAL LOT LAYOUT
WITH FENCING
N.T.S.

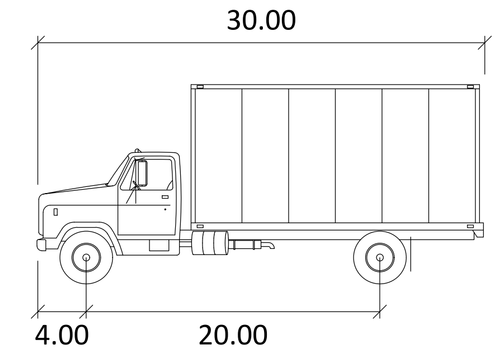


TYPE B LOT
N.T.S.

LOT WIDTH LEGEND:

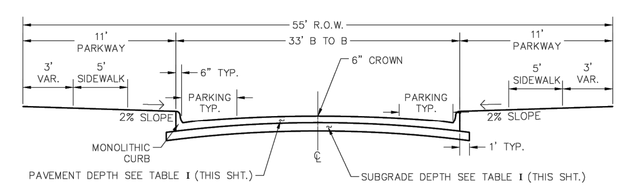
A TYPE A LOT WIDTHS (39)

B TYPE B LOT WIDTHS (3)



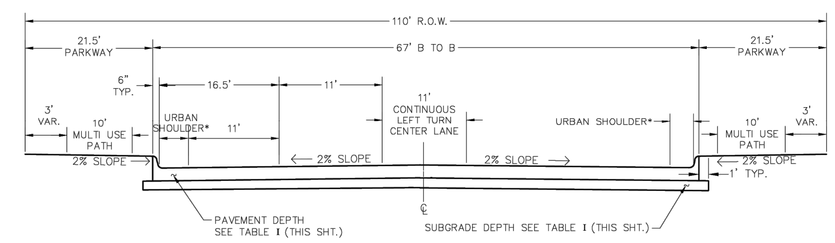
SU-30

		feet
Width	:	8.00
Track	:	8.00
Lock to Lock Time	:	6.0
Steering Angle	:	31.8



A) ANGLE PARKING BAYS ARE PERMITTED.
B) A MINIMUM 12 FT. WIDE UNOBSTRUCTED TRAVEL LANE SHALL BE PROVIDED.

RESIDENTIAL STREET SECTION T105C



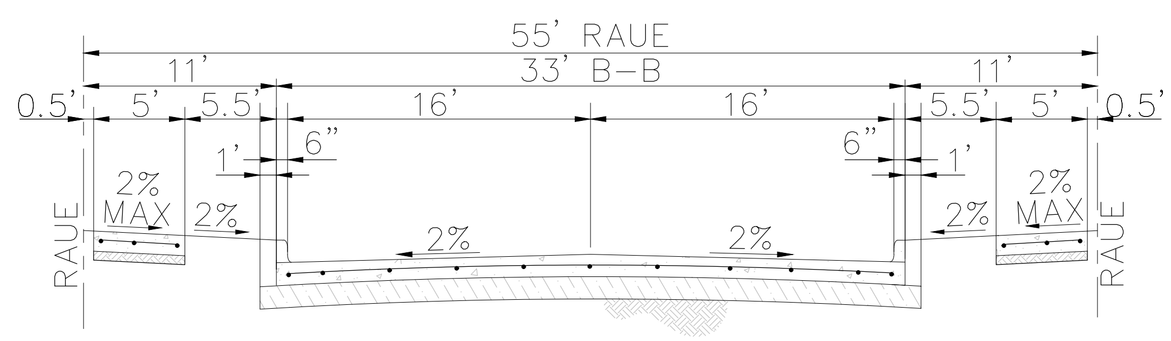
A) FOR USE IN INFILL AREAS ONLY AND UPON WRITTEN APPROVAL BY THE CITY ENGINEER
B) AN ADDITIONAL 10 FT. OF ROW SHALL BE DEDICATED FOR A RIGHT TURN BAY/LANE OR BUS BAY, WHERE REQUIRED
C) URBAN SHOULDER SHALL BE DESIGNATED BY USING A 4" WHITE PAVEMENT MARKING
D) MULTI USE PATH ON ONE SIDE OF THE STREET MAY BE REPLACED WITH 5' SIDEWALK

* IF STREET IS DESIGNATED ON BIKE PLAN, ADD 1' FOOT TO URBAN SHOULDER FROM PARKWAY WIDTH AS NEEDED TO CREATE A 5.5 MIN. BIKE LANE.

MODIFIED SECONDARY ARTERIAL SECTION T109C

NOTES:

THIS SECTION WILL BE MODIFIED TO A RAUE.
DIMENSIONS WILL REMAIN THE SAME.



55' RAUE – 33' B-B
TYPICAL RESIDENTIAL STREET
N.T.S.

NOTES:

RAUE – ROADWAY ACCESS AND UTILITY EASEMENT

REFERENCE STANDARD DETAILS T105C AND T109C
OF THE CITY OF DENTON STANDARD DETAILS

DATE	REVISIONS	DRAWN BY

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.4.972.4259 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Wastewater Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

RESERVE AT BRUSH CREEK

DENTON, DENTON COUNTY, TX

DEVELOPMENT PLAN DETAILS

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: IO
DATE: 10/01/24

SHEET
EX-C3

611.115001

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PENDING

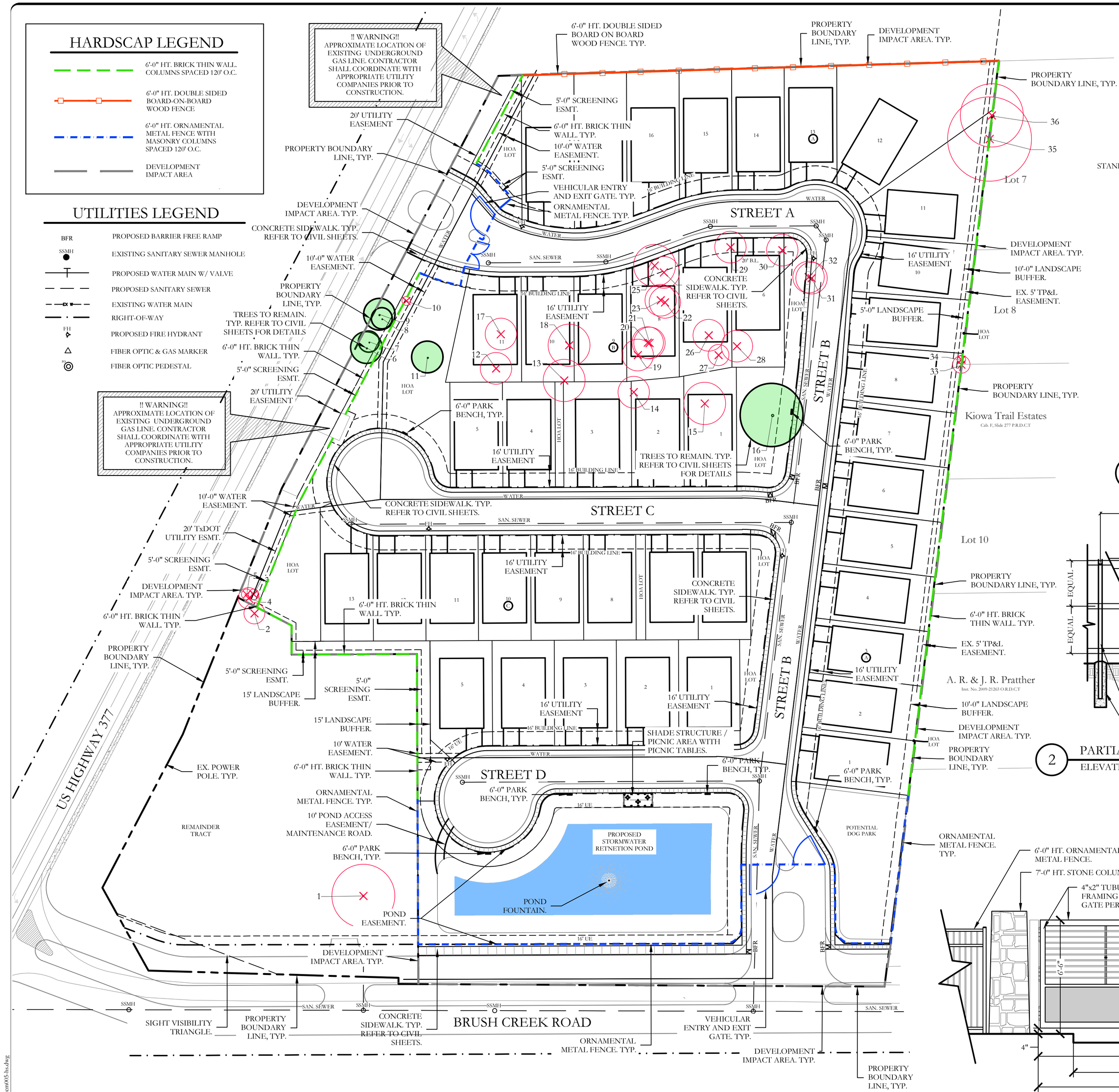
Plot Date: 11/18/24 Dwg Name: P:\611\115 Maggie and Son LLC\001 Brush Creek - Denton\Dwg\Dwg\ Prop Set Drawings\PD Drawings\PD Development Plan.dwg Updated By: WWalker

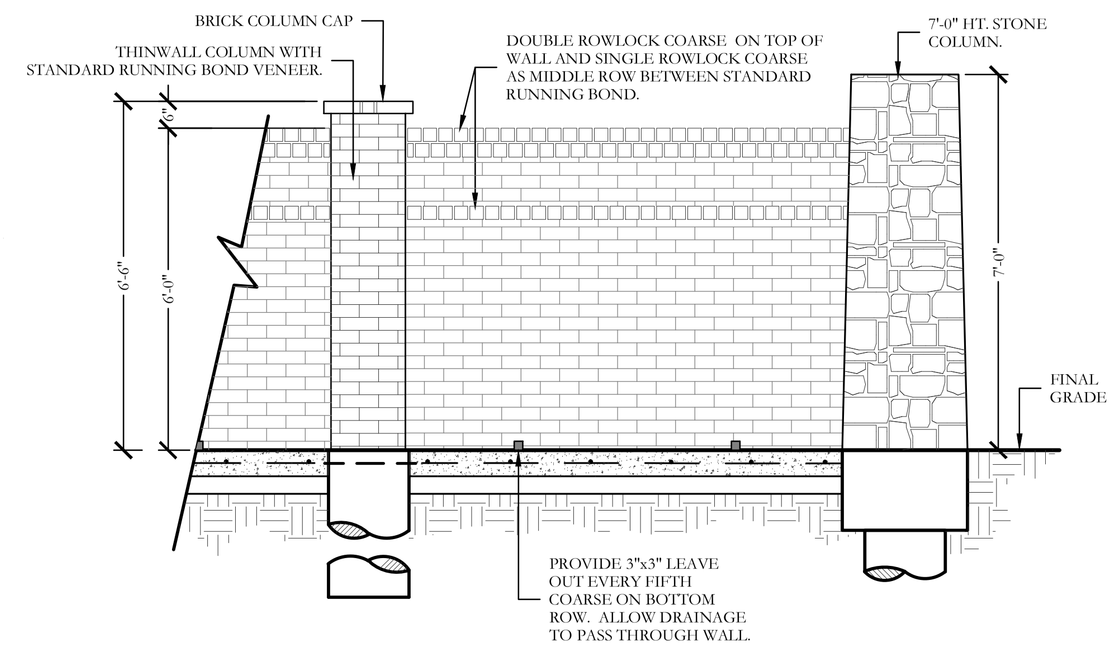
HARDSCAP LEGEND

- 6'-0" HT. BRICK THIN WALL COLUMNS SPACED 120' O.C.
- 6'-0" HT. DOUBLE SIDED BOARD-ON-BOARD WOOD FENCE
- 6'-0" HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS SPACED 120' O.C.
- DEVELOPMENT IMPACT AREA

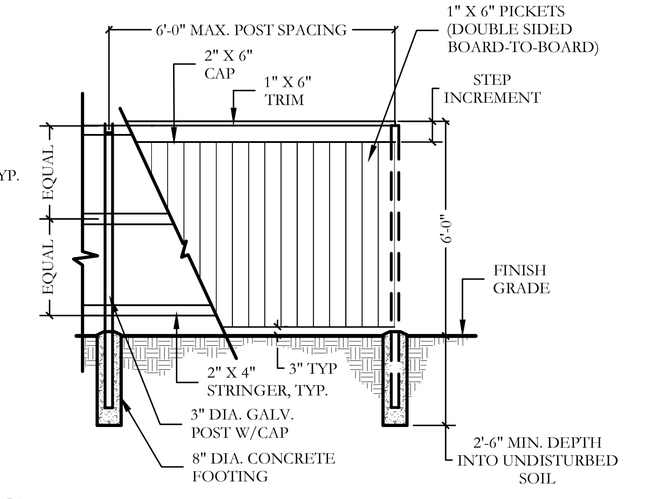
UTILITIES LEGEND

- BFR — PROPOSED BARRIER FREE RAMP
- SSMH — EXISTING SANITARY SEWER MANHOLE
- PROPOSED WATER MAIN W/ VALVE
- PROPOSED SANITARY SEWER
- EXISTING WATER MAIN
- RIGHT-OF-WAY
- FH — PROPOSED FIRE HYDRANT
- FIBER OPTIC & GAS MARKER
- FIBER OPTIC PEDESTAL

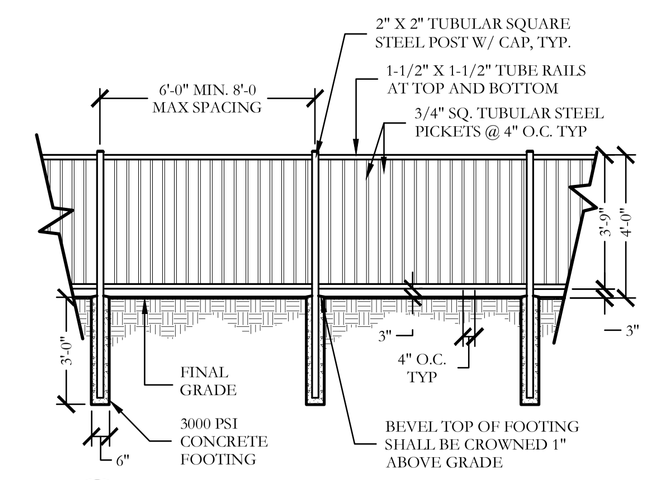




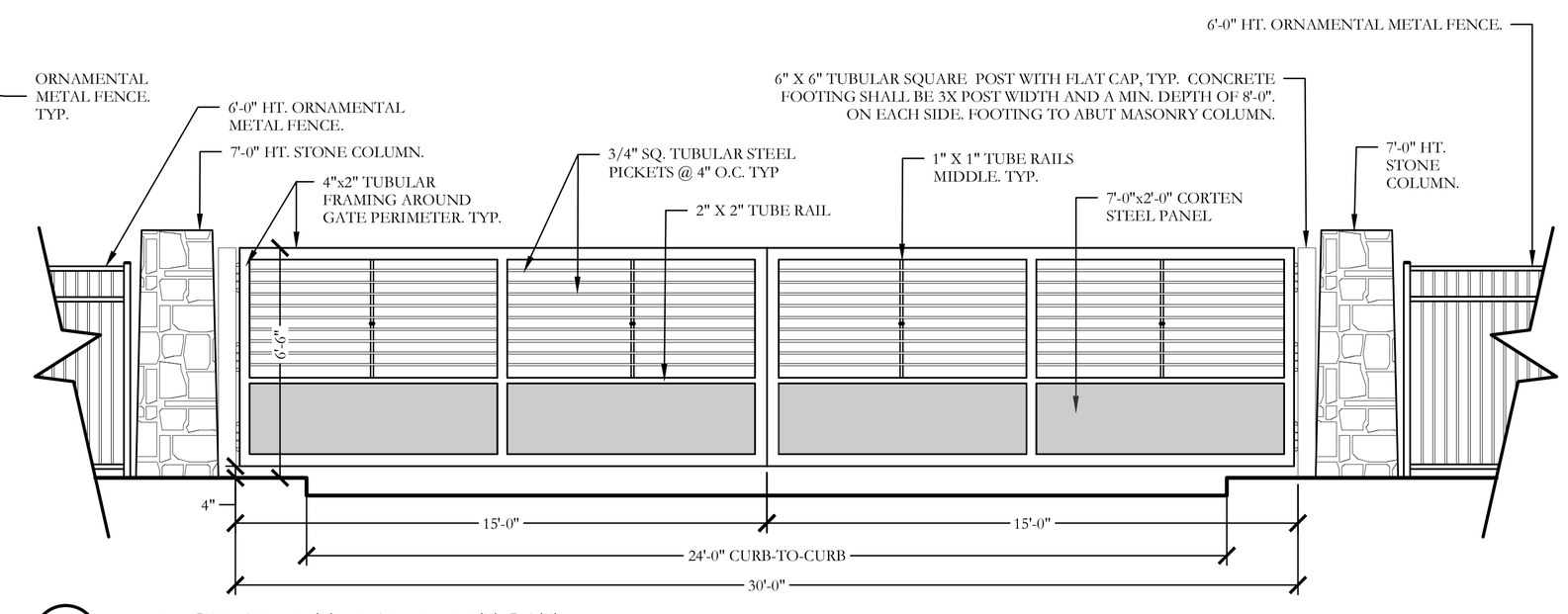
1 6'-0" HT. BRICK THINWALL WITH BRICK COLUMN
ELEVATION
SCALE: 1/2" = 1'-0"



2 PARTIAL 6'-0" HT. DOUBLE SIDED WOOD FENCE
ELEVATION
SCALE: 1/3"=1'-0"



3 4'-0" HT. ORNAMENTAL METAL FENCE
ELEVATION
SCALE: 1/2"=1'-0"



4 VEHICULAR ENTRY AND EXIT GATE
ELEVATION
SCALE: 1/3"=1'-0"

N
60 30 0 60
SCALE 1" = 60'

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TBPELS Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

BRUSH CREEK DENTON
CITY OF DENTON
DENTON COUNTY, TEXAS

SCREENING AND BUFFERING
HARDSCAPE PLAN

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2833
STATE OF TEXAS
September 10, 2024

SCALE:
1" = 60'
One Inch

JVC No CCM005

HS1 of 1

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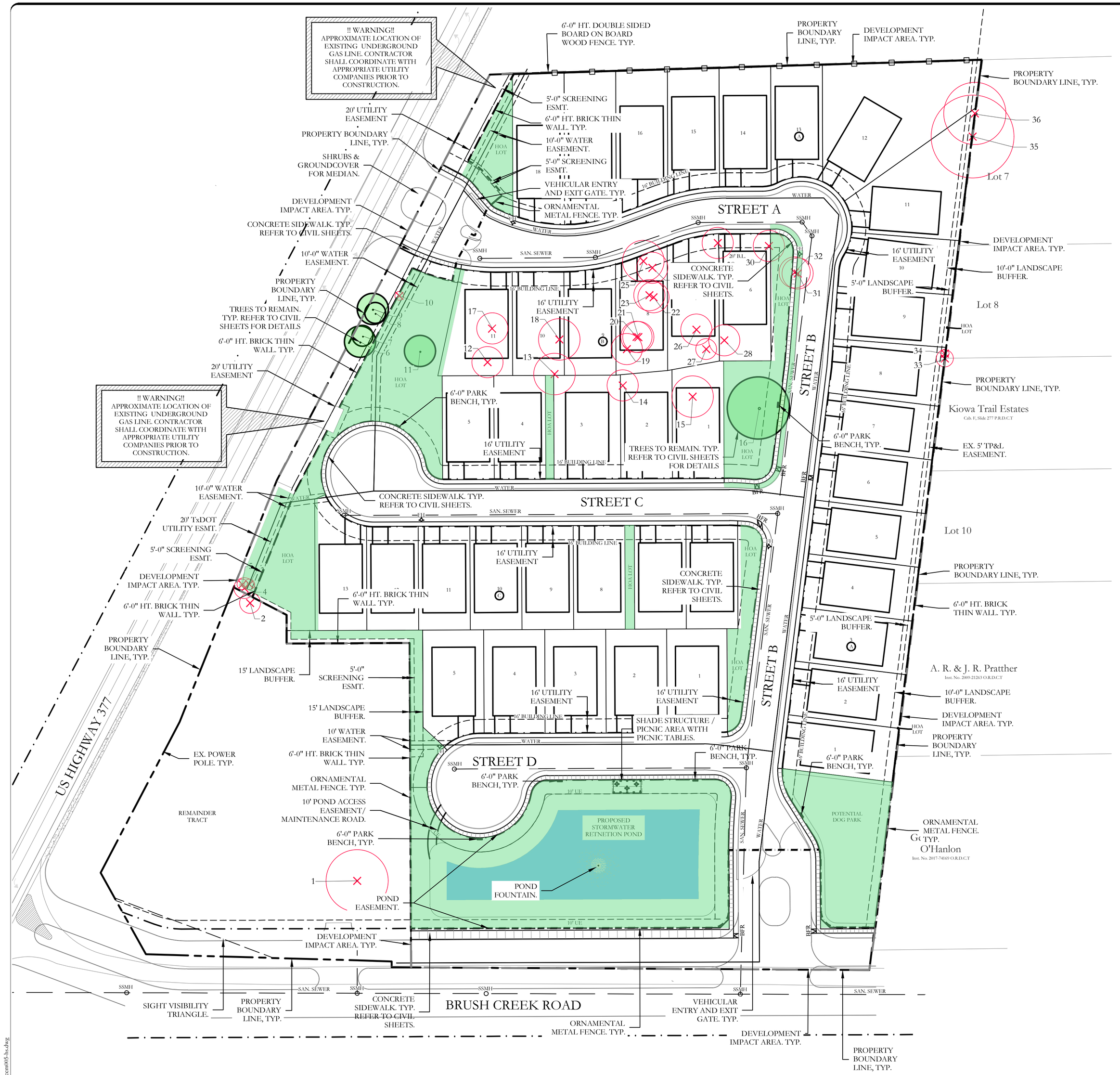
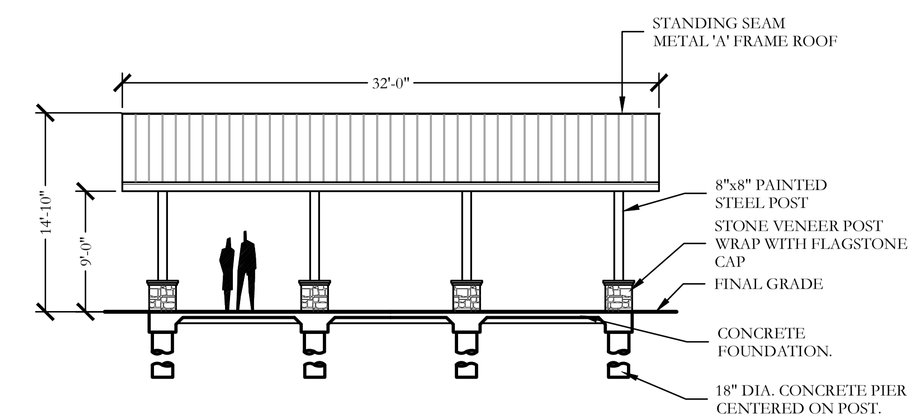
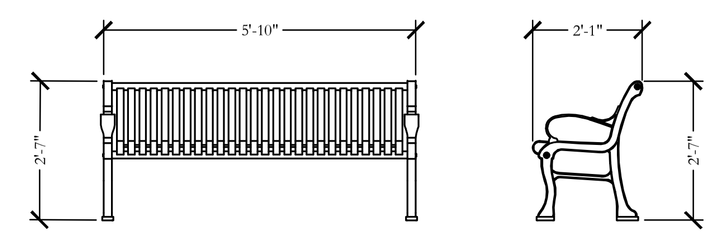


AMENITY LEGEND

- POND FOUNTAIN
- SIX FOOT MAGLIN PARK BENCH
- 32'x15' SHADE STRUCTURE PICNIC AREA WITH PICNIC TABLES.
- PASSIVE RECREATION AREA
- PROPOSED STORM WATER RETENTION POND.



1 32'x15' SHADE STRUCTURE
SIDE ELEVATION SCALE: 1/8"=1'-0"



MODEL: MBE-0300-00014
POWDER COATED BLACK

2 MAGLINE PARK BENCH
ELEVATIONS SCALE: 1/2"=1'-0"

N

60 30 0 60
SCALE 1" = 60'

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BRUSH CREEK DENTON
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SCREENING AND BUFFERING
AMENITY PLAN

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2833
STATE OF TEXAS

September 10, 2024

SCALE:
1" = 60'
One Inch

JVC No CCM005

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HARDSCAP LEGEND

- 6'-0" HT. BRICK THIN WALL COLUMNS SPACED 120' O.C.
- 6'-0" HT. DOUBLE SIDED BOARD-ON-BOARD WOOD FENCE
- 6'-0" HT. ORNAMENTAL METAL FENCE WITH MASONRY COLUMNS SPACED 120' O.C.
- DEVELOPMENT IMPACT AREA

UTILITIES LEGEND

- BFR — PROPOSED BARRIER FREE RAMP
- SSMH — EXISTING SANITARY SEWER MANHOLE
- PROPOSED WATER MAIN W/ VALVE
- PROPOSED SANITARY SEWER
- EXISTING WATER MAIN
- RIGHT-OF-WAY
- FH — PROPOSED FIRE HYDRANT
- FIBER OPTIC & GAS MARKER
- FO — FIBER OPTIC PEDESTAL

PLANT LEGEND

SYMBOL	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
LARGE CANOPY TREE: 1,256SF					
	45	CATHEDRAL LIVE OAK	QUERCUS VIRGINIANA CATHEDRAL OAK	3" CALIPER	AS SHOWN
	49	SHUMARD OAK	QUERCUS SHUMARDII	3" CALIPER	AS SHOWN
	42	BUR OAK	QUERCUS MACROCARPA	3" CALIPER	AS SHOWN
	36	CHINKAPIN OAK	QUERCUS MUHLENBERGII	3" CALIPER	AS SHOWN
	44	LACEBARK ELM	ULMUS PARVIFOLIA	3" CALIPER	AS SHOWN
	8	EXISTING TREE TO BE PRESERVED			
LARGE ORNAMENTAL TREE: 314SF					
	26	EASTERN RED CEDAR	JUNIPERUS VIRGINIANA	2" CALIPER	AS SHOWN
SMALL ORNAMENTAL TREE: 79SF					
	19	FOSTER HOLLY	ILEX X ATTENUATA 'FOSTERI'	2" CALIPER	AS SHOWN
	16	LITTLE GEM MAGNOLIA	MAGNOLIA GRANDIFLORA 'LITTLE GEM'	2" CALIPER	AS SHOWN
SHRUBS & GRASSES:					
	9,575	ALL SHRUBS & GRASSES TO CONFORM TO APPENDIX A - LANDSCAPE PLANT LIST OF THE CITY OF DENTON SITE DESIGN CRITERIA MANUAL	TBD	SQUARE FEET	AS SHOWN
GROUNDCOVER & TURF:					
	140,700	COMMON BERMUDA GRASS	CYNODON DACTYLON	SQUARE FEET	SOLID SOD

TREE CANOPY CALCULATION TABLE

NEW CANOPY CALCULATION:	CANOPY AREA:
45 - LIVE OAK (@ 1,256 SQ. FT. / EA)	56,520 SQ. FT.
49 - SHUMARD OAK (@ 1,256 SQ. FT. / EA)	61,544 SQ. FT.
42 - BUR OAK (@ 1,256 SQ. FT. / EA)	52,752 SQ. FT.
36 - TEXAS ASH (@ 1,256 SQ. FT. / EA)	45,216 SQ. FT.
44 - LACEBARK ELM (@ 1,256 SQ. FT. / EA)	55,264 SQ. FT.
26 - EASTERN RED CEDAR (@ 314 SQ. FT. / EA)	8,164 SQ. FT.
19 - FOSTER HOLLY (@ 79 SQ. FT. / EA)	1,501 SQ. FT.
16 - LITTLE GEM MAGNOLIA (@ 79 SQ. FT. / EA)	1,264 SQ. FT.
TOTAL:	282,225 SQ. FT.

LANDSCAPE STANDARDS:

1. PLANTINGS AND LANDSCAPE ELEMENTS SHALL COMPLY WITH THE CITY'S ENGINEERING DESIGN STANDARDS, PUBLIC R.O.W. VISIBILITY REQUIREMENTS.
2. UNLESS OTHERWISE SPECIFIED, TREES SHALL BE PLANTED NO LESS THAN 4' FROM CURBS, SIDEWALKS, UTILITY LINES, SCREENING WALLS AND OTHER STRUCTURES. THE CITY HAS FINAL APPROVAL FOR ALL TREE PLACEMENTS.
3. THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1-2004) SPECIFICATIONS SHALL GOVERN PLANT QUALIFICATIONS, GRADES, AND STANDARDS.
4. TREE PLANTING SHALL COMPLY WITH DETAILS HEREIN AND THE INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA) STANDARDS.
5. TREE PITS SHALL BE TESTED FOR WATER PERCOLATION. IF WATER DOES NOT DRAIN OUT OF TREE PIT WITHIN 24-HOURS, THE TREE SHALL BE MOVED OR DRAINAGE SHALL BE PROVIDED.
6. ALL BEDS TO HAVE 3" OF COMPOSTED SOIL, LIVING EARTH TECHNOLOGY, OR APPROVED EQUAL TILLED AND TURNED TO A DEPTH OF 8" MINIMUM.
7. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF 3 INCHES OF HARDWOOD MULCH.
8. NATIVE SITE TOPSOIL IS TO BE PROTECTED FROM EROSION OR STOCKPILED. NATIVE SITE TOPSOIL SHALL BE LABORATORY TESTED BY AND ACCREDITED LABORATORY AND AMENDED PER SAID LABORATORY'S RECOMMENDATIONS.
9. ALL LANDSCAPE BEDS TO HAVE 4" STEEL EDGING

IRRIGATION STANDARDS:

1. THE IRRIGATION SYSTEM WILL BE AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
2. TURF AREAS WILL RECEIVE SPRAY IRRIGATION.
3. PLANTING BED AREAS WILL RECEIVE DRIP IRRIGATION.
4. EACH TREE WILL RECEIVE IRRIGATION FLOOD BUBBLERS.
5. IRRIGATION DESIGN STANDARDS SHALL COMPLY WITH THE CURRENT DENTON CODE OF ORDINANCE.

LANDSCAPE NOTE:
-FULL LANDSCAPE DETAILS AND NOTES TO BE PROVIDED WITH FULL CONSTRUCTION DOCUMENTS PROVIDED AT A LATER DATE.
-ALL SINGLE-FAMILY LOTS MUST CONTAIN A MINIMUM OF ONE LARGE SHADE TREE PER DWELLING. AT LEAST 30 PERCENT OF THE FRONT YARD SHALL BE LANDSCAPED. AT LEAST 20 PERCENT OF THE REAR YARD SHALL BE LANDSCAPED.

LANDSCAPE NOTE:
-15 STREET TREES ARE IN ALTERNATIVE LOCATIONS DUE TO EASEMENTS, EXISTING UTILITES, AND SITE CONSTRAINTS.

BUILDER NOTE:
-ALL STREET TREES ADJACENT TO LOTS, BETWEEN THE BACK OF CURB AND SIDEWALK, SHALL BE INSTALLED BY BUILDER

BRUSH CREEK DENTON
OVERALL LANDSCAPE DATA TABLE - LOT 1, BLOCK 1

OVERALL SITE DATE	REQUIRED	PROVIDED
LOT SIZE IN SQUARE FEET		787,129 SQ. FT. (18.07 ACRES)
ZONING DISTRICT		R6
DEVELOPMENT IMPACT AREA		673,359 SQ. FT.
FOOTPRINT OF PROPOSED BUILDINGS		473,030 SQ. FT. (45.6%)
LANDSCAPE AREA	78,524 SQ. FT. (25%)	134,460 SQ. FT. (42.80%)
TREE CANOPY AT MATURITY IN SQUARE FEET AND PERCENTAGE	125,640 SQ. FT. (40%)	282,225 SQ. FT. (41.9%)

§ REQUIRED STREET TREE CANOPY SYMBOL

CALCULATION METHOD:
THE METHOD OF TREE CANOPY CALCULATION BEING USED IS THE ENTIRE LOT BEING DEVELOPED, MINUS THE FOOTPRINT AREA OF ANY PROPOSED BUILDINGS.

TABEL 7.G: LANDSCAPE BUFFER POINTS	
NORTH BUFFER ELEMENTS: (COMMERCIAL - MINIMUM 10 POINTS NEEDED)	POINTS PROVIDED
VINYL, COMPOSITE, DOUBLE-FACED SOLID WOOD, OR SIMILAR NON-MASONRY SCREENING FENCE, MINIMUM 6 FET IN HEIGHT	10
TOTAL POINTS ACQUIRED:	10
WEST BUFFER ELEMENTS: (RESIDENTIAL - NO POINTS NEEDED)	
VINYL, COMPOSITE, DOUBLE-FACED SOLID WOOD, OR SIMILAR NON-MASONRY SCREENING FENCE, MINIMUM 6 FET IN HEIGHT	10
TOTAL POINTS ACQUIRED:	10
EAST BUFFER ELEMENTS: (RESIDENTIAL - NO POINTS NEEDED)	
SOLID MASONRY WALL MINIMUM 6 FEET IN HEIGHT	20
TOTAL POINTS ACQUIRED:	20
SOUTH BUFFER ELEMENTS: (RESIDENTIAL - NO POINTS NEEDED)	
NO BUFFER ELEMENTS NEEDED	0
TOTAL POINTS REQUIRED:	10
TOTAL POINTS ACQUIRED:	40

7.7.7 STREET TREE REQUIREMENTS		
	REQUIRED	PROVIDED
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (736 LF OF STREET FRONTAGE **(US HWY 377)** / 30 LINEAR FEET)	24.53	17 NEWLY PROPOSED TREES & 4 EXISTING TREES & 4 ALTERNATIVE STREE TREES
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (505 LF OF STREET FRONTAGE **(BRUSH CREEK ROAD)** / 30 LINEAR FEET)	16.83	18 TREES
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (1,000 LF OF STREET FRONTAGE **(STREET A)** / 30 LINEAR FEET)	33.33	29 TREES & 5 ALTERNATIVE STREET TREES
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (1,696 LF OF STREET FRONTAGE **(STREET B)** / 30 LINEAR FEET)	56.5	54 TREES & 3 ALTERNATIVE STREET TREES
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (1,127 LF OF STREET FRONTAGE **(STREET C)** / 30 LINEAR FEET)	37.56	36 TREES & 2 ALTERNATIVE STREET TREES
AT LEAST ONE STREET TREE REQUIRE FOR EVERY 30 FEET OF STREET FRONTAGE (804 LF OF STREET FRONTAGE **(STREET D)** / 30 LINEAR FEET)	26.8	26 TREES & 1 ALTERNATIVE STREET TREES

60 30 0 60
SCALE 1" = 60'

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704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

BRUSH CREEK DENTON
CITY OF DENTON
DENTON COUNTY, TEXAS

SCREENING AND BUFFERING
ALTERNATIVE LANDSCAPE PLAN

REGISTERED LANDSCAPE ARCHITECT
CODY L. JOHNSON
2833
STATE OF TEXAS

September 10, 2024

SCALE:
1" = 60'
One Inch

JVC No CCM005

L1 of 1

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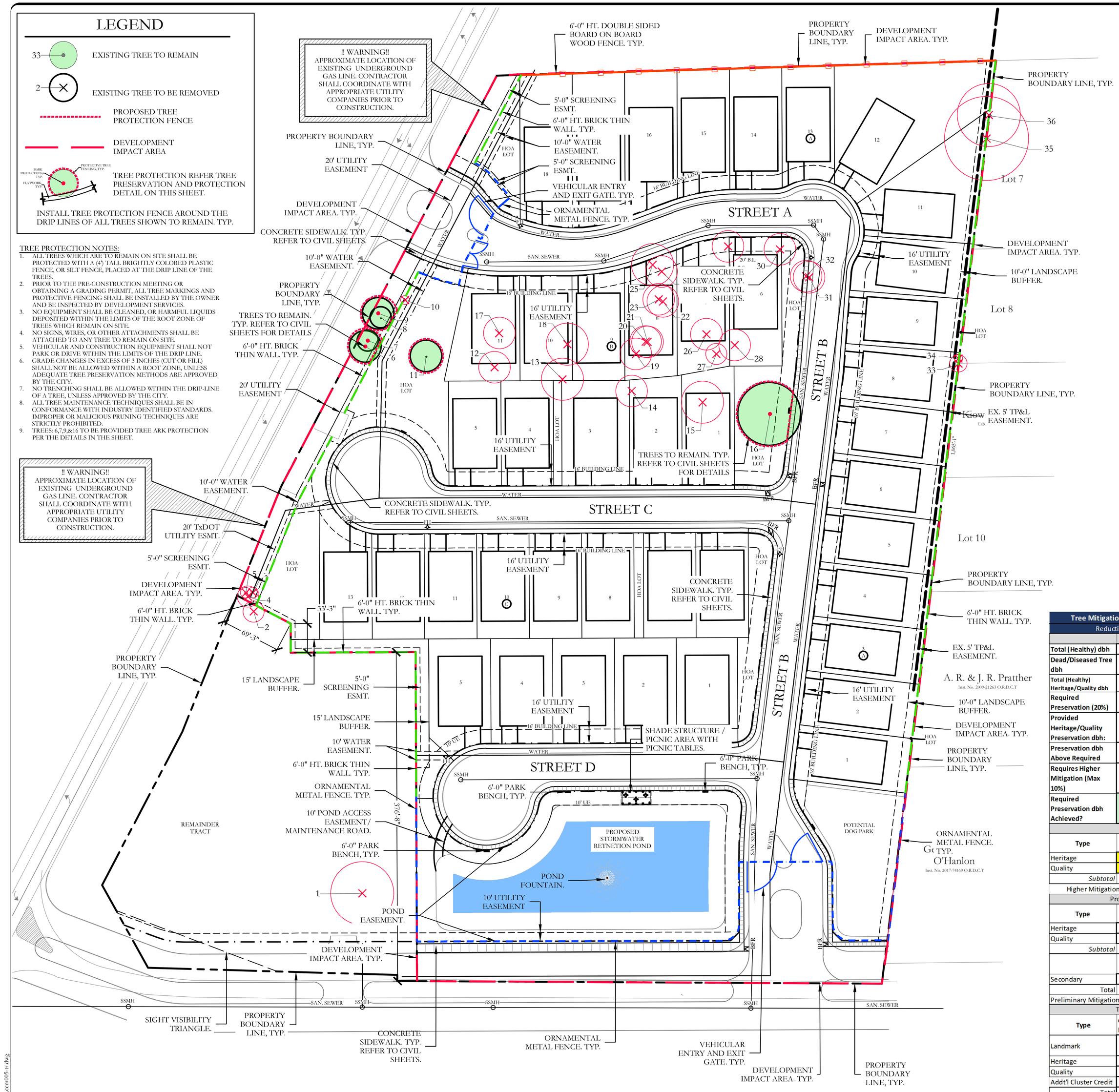
LEGEND

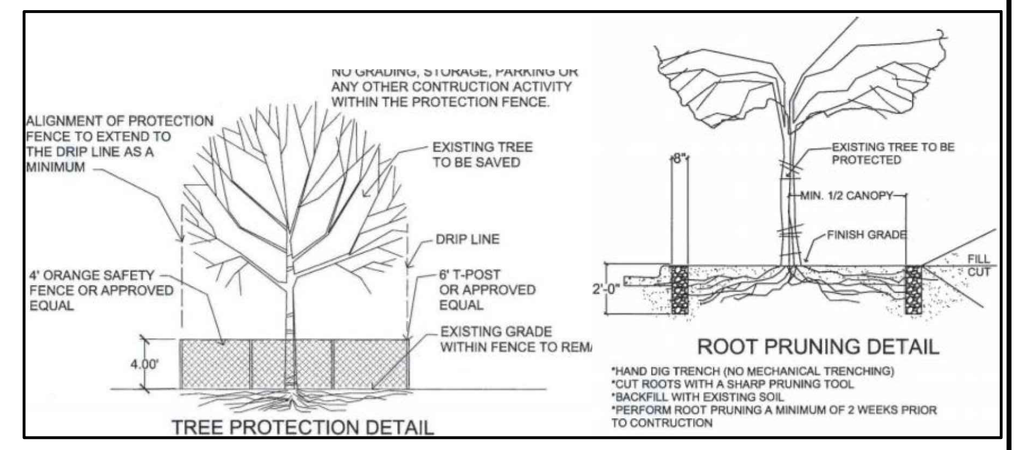
- 33 — EXISTING TREE TO REMAIN
- 2 — EXISTING TREE TO BE REMOVED
- PROPOSED TREE PROTECTION FENCE
- DEVELOPMENT IMPACT AREA
- TREE PROTECTION REFER TREE PRESERVATION AND PROTECTION DETAIL ON THIS SHEET.

INSTALL TREE PROTECTION FENCE AROUND THE DRIP LINES OF ALL TREES SHOWN TO REMAIN. TYP.

TREE PROTECTION NOTES:

1. ALL TREES WHICH ARE TO REMAIN ON SITE SHALL BE PROTECTED WITH A (4') TALL BRIGHTLY COLORED PLASTIC FENCE, OR SILT FENCE, PLACED AT THE DRIP LINE OF THE TREES.
2. PRIOR TO THE PRE-CONSTRUCTION MEETING OR OBTAINING A GRADING PERMIT, ALL TREE MARKINGS AND PROTECTIVE FENCING SHALL BE INSTALLED BY THE OWNER AND BE INSPECTED BY DEVELOPMENT SERVICES.
3. NO EQUIPMENT SHALL BE CLEANED, OR HARMFUL LIQUIDS DEPOSITED WITHIN THE LIMITS OF THE ROOT ZONE OF TREES WHICH REMAIN ON SITE.
4. NO SIGNS, WIRES, OR OTHER ATTACHMENTS SHALL BE ATTACHED TO ANY TREE TO REMAIN ON SITE.
5. VEHICULAR AND CONSTRUCTION EQUIPMENT SHALL NOT PARK OR DRIVE WITHIN THE LIMITS OF THE DRIP LINE.
6. GRADE CHANGES IN EXCESS OF 3 INCHES (CUT OR FILL) SHALL NOT BE ALLOWED WITHIN A ROOT ZONE, UNLESS ADEQUATE TREE PRESERVATION METHODS ARE APPROVED BY THE CITY.
7. NO TRENCHING SHALL BE ALLOWED WITHIN THE DRIP-LINE OF A TREE, UNLESS APPROVED BY THE CITY.
8. ALL TREE MAINTENANCE TECHNIQUES SHALL BE IN CONFORMANCE WITH INDUSTRY IDENTIFIED STANDARDS. IMPROPER OR MALICIOUS PRUNING TECHNIQUES ARE STRICTLY PROHIBITED.
9. TREES: 6,7,9,&16 TO BE PROVIDED TREE ARK PROTECTION PER THE DETAILS IN THE SHEET.





Tree Inventory

Tree Number	Common Name of Tree	Avg. Canopy Spread (sqft)	Landmark Tree Circumference (inch)	Diameter (dbh)	Part of 3+ Tree Cluster***: Yes/blank	Status: Healthy or Dead /Diseased	Notes:	Classification*	Action: Preserve/ Remove	Site Location**
1	hackberry	36		36.00		Healthy		Secondary	Remove	DIA
2	mesquite	12		12.00		Healthy		Non-protected	Remove	DIA
3	mesquite	12		12.00		Healthy		Non-protected	Remove	DIA
4	mesquite	12		12.00		Healthy		Non-protected	Remove	DIA
5	mesquite	6		6.00		Healthy		Non-protected	Remove	DIA
6	live oak	18		18.00		Healthy		Heritage	Preserve	DIA
7	live oak	12		12.00		Healthy		Quality	Preserve	DIA
8	live oak	12		12.00		Healthy		Quality	Preserve	DIA
9	live oak	18		18.00		Healthy		Heritage	Preserve	DIA
10	mesquite	12		12.00		Healthy		Non-protected	Remove	DIA
11	live oak	18		18.00		Healthy		Heritage	Preserve	DIA
12	live oak	18		18.00		Healthy		Heritage	Remove	DIA
13	live oak	24		24.00		Healthy		Heritage	Remove	DIA
14	live oak	18		18.00		Healthy		Heritage	Remove	DIA
15	live oak	24		24.00		Healthy		Heritage	Remove	DIA
16	live oak	36		36.00		Healthy		Heritage	Preserve	DIA
17	live oak	18		18.00		Healthy		Heritage	Remove	DIA
18	live oak	24		24.00		Healthy		Heritage	Remove	DIA
19	live oak	18		18.00		Healthy		Heritage	Remove	DIA
20	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
21	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
22	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
23	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
24	live oak	18		18.00		Healthy		Heritage	Remove	DIA
25	live oak	24		24.00		Healthy		Heritage	Remove	DIA
26	live oak	18		18.00		Healthy		Heritage	Remove	DIA
27	live oak	12		12.00		Healthy		Quality	Remove	DIA
28	live oak	18		18.00		Healthy		Quality	Remove	DIA
29	live oak	18		18.00		Healthy		Heritage	Remove	DIA
30	Ash	18		18.00		Healthy		Secondary	Remove	DIA
31	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
32	cedar elm	18		18.00		Healthy		Heritage	Remove	DIA
33	hackberry	12		12.00		Healthy		Secondary	Remove	DIA
34	hackberry	6		6.00		Healthy		Secondary	Remove	DIA
35	hackberry	48		48.00		Healthy		Secondary	Remove	DIA
36	hackberry	36		36.00		Healthy		Secondary	Remove	DIA

Tree Mitigation Worksheet (20% Preservation)

Reduction due to Higher Mitigation

	dbh
Total (Healthy) dbh	684
Dead/Diseased Tree dbh	0
Total (Healthy) Heritage/Quality dbh	474
Required Preservation (20%)	94.8
Provided Heritage/Quality Preservation dbh:	114
Preservation dbh Above Required	19.2
Requires Higher Mitigation (Max 10%)	28.2
Required Preservation dbh Achieved?	Yes

Higher Mitigation

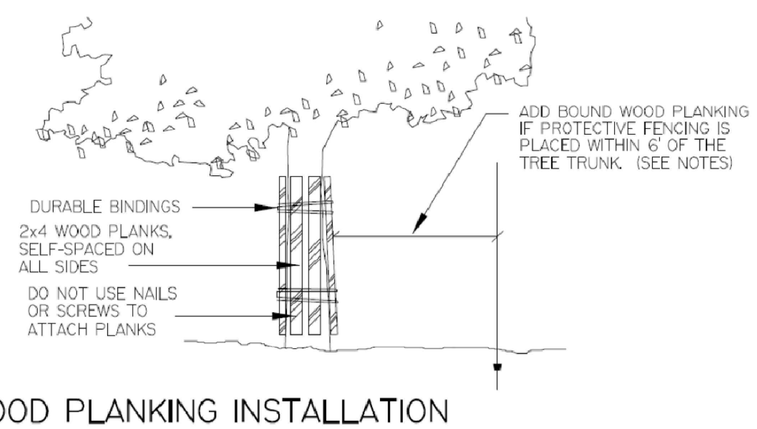
Type	dbh Removed	Replacement Ratio	Calculated DBH
Heritage	42	2.75:1	115.5
Quality	5.4	2.25:1	12.15
Subtotal	47.4		127.65
Higher Mitigation Total dbh achieved?			Yes

Protected Trees Removed

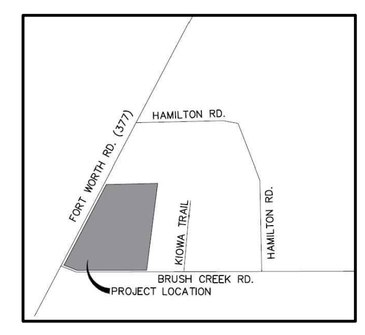
Type	dbh Removed	Replacement Ratio	Calculated DBH
Heritage	288	2.5:1	720
Quality	24.6	2:1	49.2
Subtotal			769.2
	Trees Removed	**Replacement Ratio**	**Calculated DBH**
Secondary	6	4":1 tree	24
Total			920.85
Preliminary Mitigation dbh		50% Reduction	460.425

Trees Preserved (DIA)

Type	dbh Preserved		Preservation Credit
Landmark	0	4:1	0
Heritage	90	3:1	270
Quality	24	2:1	48
Addt'l Cluster Credit	0	1.15:1	0
Total	114		318
Required Mitigation dbh			**142.425**



WOOD PLANKING INSTALLATION



LOCATION MAP
NOT TO SCALE

SITE DATA

SITE AREA	
GROSS AREA	18.07 AC
PD GROSS AREA	15.44 AC
SETBACKS	
FRONT YARD	16 FT
SIDE YARD	5 FT
CORNER SIDE YARD	10 FT
REAR YARD	20 FT
LOT INFORMATION	
MINIMUM AREA	7000 SF
MINIMUM WIDTH	60 FT
MINIMUM DEPTH	120 FT
NUMBER OF LOTS	42

5% OF SITE TO BE OPEN SPACE
10% PROVIDED

I, CODY JOHNSON, BEING A QUALIFIED LANDSCAPE ARCHITECT AS DEFINED IN THE DENTON DEVELOPMENT CODE, ATTEST THAT THE IDENTIFICATION AND DBH OF TREES IDENTIFIED ON THE SURVEY ARE CORRECT AND THAT ALL TREES HAVE BEEN SHOWN.

SIGNATURE:_____ DATE:_____08-13-2024

LANDSCAPE ARCHITECT:

JOHNSON VOLK CONSULTING
704 CENTRAL PARKWAY EAST, SUITE 1200
PLANO, TEXAS 75074
PH. (972) 201-3100
CONTACT: CODY JOHNSON, RLA, ASLA, LI

N — 60 30 0 60 — SCALE 1" = 60'

JOHNSON VOLK CONSULTING
TBPELS Engineering Firm No. 11962 / Land Surveying Firm No. 10194033
704 Central Parkway East | Suite 1200 | Plano, TX 75074 | 972.201.3100

BRUSH CREEK DENTON
CITY OF DENTON
DENTON COUNTY, TEXAS

TREE SURVEY & PRESERVATION PLAN

TREE SURVEY PLAN

REGISTERED LANDSCAPE ARCHITECT — CODY JOHNSON — 2833 — STATE OF TEXAS

September 10, 2024

SCALE: 1" = 60'
One Inch

JVC No CCM005

TR1 of 1

U:\gsa-drive\projects\ccm005\dwg\ccm005-tr.dwg

Addendum

TO:	**William J Walker, PE** **Project Engineer** **Manhard Consulting** **8144 Walnut Hill Lane, Suite 750, Dallas, TX 75231**
FROM:	**Hetal Bhatt, P.E., PTOE** **Project Manager** **Lee Engineering, LLC (TBPE F-450)**
RE:	**Addendum for TIA23-0004 – Brush Creek Development TIA updated**
DATE:	**July 08, 2024**

DAT Approval (Revised Plans)

Development Services Department based upon recommendation from HR Green and staff. This conditional approval does not constitute full approval of these plans. The purpose of this conditional stamp is to allow the plans to proceed to Exhibit A. Once the remaining review deficiencies have been met, the plans will be stamped with an official stamped. All responsibility for the adequacy of these plans and for compliance with City of Denton specifications, standards, and codes remain with the engineer who prepared them. Review and approval of these plans by the City does not remove this responsibility.

07/24/2024

This updated TIA Addendum summarizes the changes in the site for the proposed Brush Creek development, which will be located northeast of the intersection of Fort Worth Drive (US 377) and Brush Creek Road in Denton, Texas, and subsequent changes to the elements TIA report prepared by Lee Engineering dated May 10, 2023. This TIA report is attached to this letter. The updated site plan is attached (Attachment A) to this letter. The site plan used in TIA23-0004 is provided in the Attachment B. The TIA report (TIA23-0004) is provided in Attachment C.

The changes in the site plan compared to the site plan used for the TIA23-0004 are listed below:

- Land-uses:
  - The site plan used in TIA23-0004 had 51 single family dwelling units and 25,300 square feet of retail.
  - The updated site plan shows 42 single family dwelling units and no retail development.
- Access to the site:
  - Site plan used in TIA23-0004 proposed:
    - Street A was proposed to be located approximately 380 feet south of a residential driveway.
    - Retail Driveway was proposed to be located approximately 410 feet north of Brush Creek Road.
    - Street D was proposed to be located approximately 500 feet east of Brush Creek Road.
  - The updated site plan proposes the following:
    - Street A to be located approximately 380 feet south of a residential driveway.
    - No retail driveway, and Street B (Street D of the old site plan) is to be located approximately 820 feet east of Brush Creek Road.

The following elements of TIA23-0004 are discussed based on the updated site plan:

- **Estimated Trips to be generated by the site**
  - Based on the trip generation estimates presented in the TIA23-0004, the proposed site was predicted to generate 1,922 daily trips, 100 trips during the AM peak hour (46 entering and 54 exiting), and 203 trips during the AM peak hour (108 entering and 95 exiting).
  - The proposed site with 42 single family dwelling units is predicted to generate 454 daily trips, 34 trips during the AM peak hour (8 entering and 26 exiting), and 44 trips during the AM peak hour (28 entering and 16 exiting).

  Please note that the trip generation estimates presented in TIA23-0004 are conservative estimates compared to the trip generation estimates based on the updated site plan. Therefore, no updates are necessary to TIA23-0004 based on the updated trip generation estimates using the land use information from the updated site plan. Any analysis presented in this addendum will also be based on the trip generation estimates presented in TIA23-0004. This approach is conservative.

- **Capacity Analysis**
  - Based on the updated trip generation estimates, no updates to the capacity analysis presented in TIA23-0004 are necessary.

- **Need for Deceleration Lanes**
  - Based on the analysis presented in TIA23-0004, right turn deceleration lanes are not warranted at the proposed Street A and proposed Street B.
  - The updated site plan indicates that left turn deceleration lanes will be provided along US 377 at Street A and Brush Creek Road. A left turn deceleration lane is not proposed at Street B. This is consistent with TIA23-0004.
    - As stated in TIA23-0004, based on Table 3-12 of TxDOT's *Roadway Design Manual* for two-lane rural highways (US 377), the deceleration lane along US 377 (55 mph speed limit) should be 605 feet long (100 feet storage + 505 feet deceleration).

  - As shown in the updated site plan, the proposed southbound left turn lanes at Street A and Brush Creek Road along US 377 are at least 330 feet long. *Highway Capacity Manual* analysis results indicated 95th percentile queues of one (1) vehicle at these locations, so the 100-foot minimum storage proposed is predicted to accommodate the left turning vehicles at these locations. Based on the proposed driveway locations (assuming one driveway for future retail development on US 377), a 605-foot-long deceleration lane is not possible. Therefore, TIA23-0004 recommended obtaining a variance from TxDOT for

shorter left turn deceleration lanes or providing a Two-Way Left Turn Lane (TWLTL) between Bonnie Brae Street and Brush Creek Road along US 377 if a variance is not provided. While a shorter deceleration lane will not provide the intended space for deceleration outside the through lanes, it will provide some dedicated space for deceleration and also separate left turn vehicles from through vehicles while waiting for gaps in opposing traffic to make a left turn maneuver.

- **Intersection Sight Distance**
    - Based on the analysis presented in TIA23-0004, the required intersection sight distance for Street A is 610 feet, and Street B is 335 feet. Per the updated site plan, the proposed site access locations appear to meet this requirement.

The updated site plan shows that the proposed development will have gates on Street A and Street B. The following analysis presents a queuing analysis for these gates. As noted earlier, this analysis is based on the trip generation estimates in TIA23-0004. Therefore, this analysis is a conservative analysis.

Assumptions for the Queuing Analysis:

- Stacking space per the attached exhibit provided by Manhard Consulting:
    - Street A = Four vehicles
    - Street B = Four vehicles
- Arrival Rate (λ) during the PM peak hour (worst case peak hour) per TIA23-0004:
    - Street B = 37 vehicles
    - Assuming 50% of traffic arrives in the peak 15 minutes. Therefore, the arrival rate for the peak 15 minutes is 1.27 vehicles per minute (19/15). At this rate, it takes three minutes to develop a queue of four vehicles.
- Service Rate (μ) = 190 vehicles per hour per attached presentation by RK Engineering Group, Inc. at Western ITE Conference – San Diego June 21, 2017.
    - The door can serve 3.17 vehicles per minute. At this rate, in three minutes, the gate can serve at least nine vehicles. Therefore, queuing at the gates is not predicted. Additionally, it is not uncommon for gated communities to keep the gates open during peak hours.

Based on this analysis, it was concluded that planned stacking space is predicted to meet projected queue demand.

If you have any questions regarding this memorandum, please contact me at (972) 248-3006.

Attachment A: Updated Site Plan

SHOWS THE EX TREES THAT WILL REMAIN ON THE SITE

LOT WIDTH LEGEND:

- A TYPE A LOT WIDTHS (39)
- B TYPE B LOT WIDTHS (3)

NOTES:

SEE SHEET EX-C3 FOR LOT DETAILS

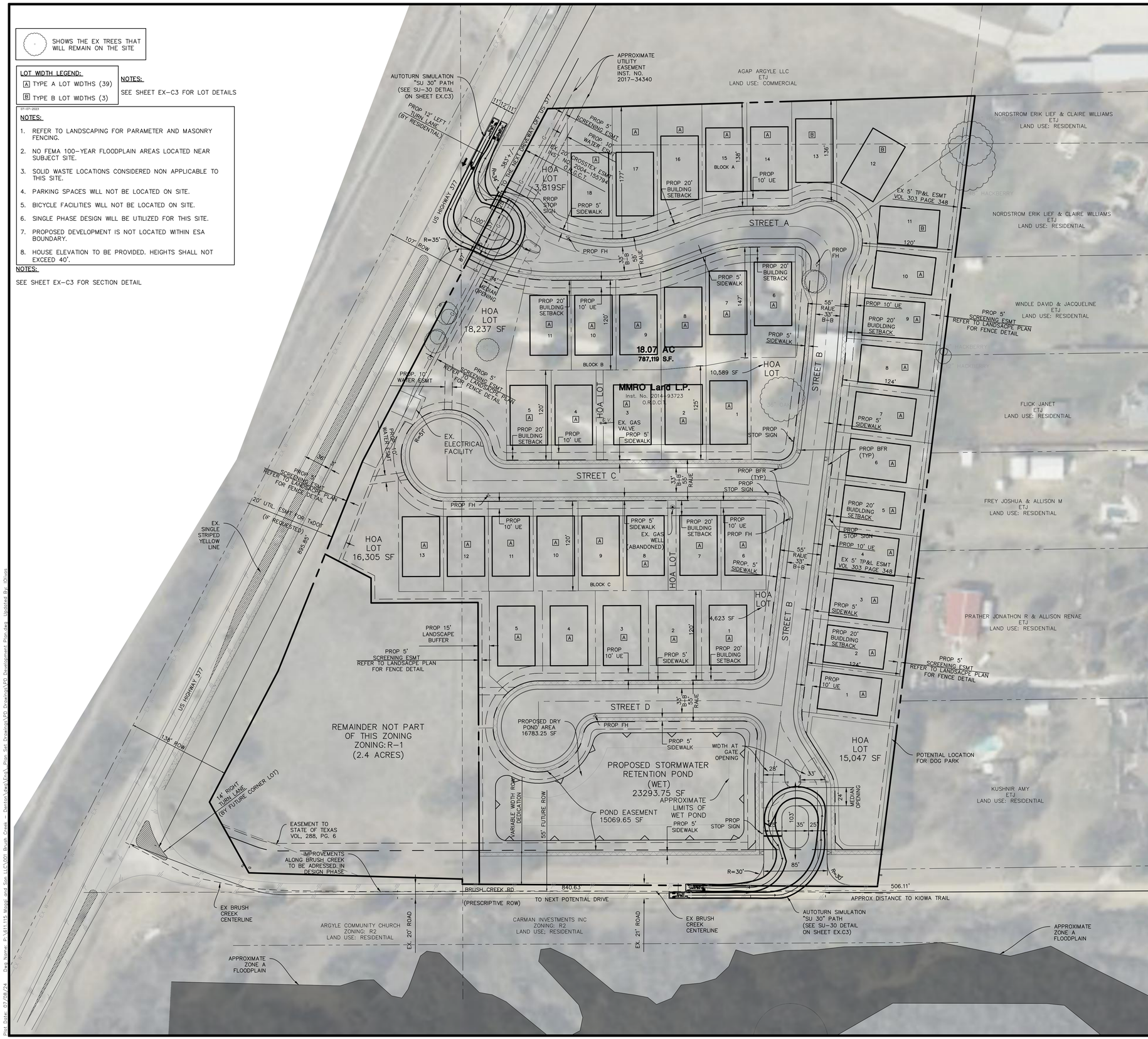
07-07-2023

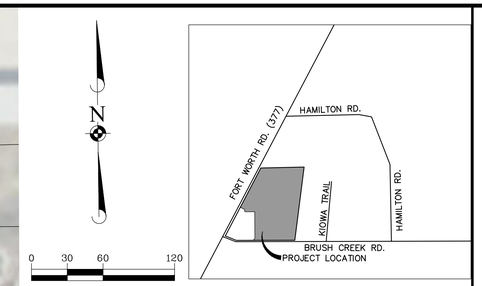
NOTES:

1. REFER TO LANDSCAPING FOR PARAMETER AND MASONRY FENCING.
2. NO FEMA 100-YEAR FLOODPLAIN AREAS LOCATED NEAR SUBJECT SITE.
3. SOLID WASTE LOCATIONS CONSIDERED NON APPLICABLE TO THIS SITE.
4. PARKING SPACES WILL NOT BE LOCATED ON SITE.
5. BICYCLE FACILITIES WILL NOT BE LOCATED ON SITE.
6. SINGLE PHASE DESIGN WILL BE UTILIZED FOR THIS SITE.
7. PROPOSED DEVELOPMENT IS NOT LOCATED WITHIN ESA BOUNDARY.
8. HOUSE ELEVATION TO BE PROVIDED. HEIGHTS SHALL NOT EXCEED 40'.

NOTES:

SEE SHEET EX-C3 FOR SECTION DETAIL





VICINITY MAP

N.T.S.

SITE DATA

SITE AREA	
GROSS AREA	18.07 AC
PD GROSS AREA	15.75 AC
SETBACKS	
FRONT YARD	20 FT
SIDE YARD	5 FT
CORNER SIDE YARD	10 FT
REAR YARD	20 FT
LOT INFORMATION	
MINIMUM AREA	7000 SF
MINIMUM WIDTH	60 FT
MINIMUM DEPTH	120 FT
NUMBER OF LOTS	42

5% OF SITE TO BE OPEN SPACE
10% PROVIDED (SEE BELOW)

LAND USE SUMMARY TABLE

USE	ACRES	% OF TOTAL ACRES
SINGLE FAMILY	8.42	46.80%
HOA/OPEN SPACE	1.37	7.53%
WET POND	0.54	2.99%
PUBLIC ROAD/ROW	3.16	17.60%
ROAD/PWAY EASEMENT	0.52	2.90%
DETENTION	1.75	9.70%
REMAINDER TRACT	2.40	12.70%
PD ZONED AREA	15.75	87.30%
GROSS AREA	18.07	100.00%

42 TOTAL DWELLING UNITS WITH MAXIMUM 60 % BUILDING COVERAGE
5 TOTAL HOA LOTS
1 TOTAL HOA POND LOT

07-07-2023

NOTES:

1. WHERE MODIFICATIONS ARE NOT EXPRESSLY AUTHORIZED, ALL REQUIREMENTS OF THE DENTON DEVELOPMENT CODE, AS AMENDED MUST BE MET.
2. REFER TO COVER PAGE C1.0 FOR LEGEND & ABBREVIATIONS
3. ENGINEERING DOES NOT FORESEE ANY RETAINING WALL FOR THIS SITE. IF THEY ARE REQUIRED ENGINEERING WILL ENSURE THEY DO NOT CROSS ANY UTILITIES OR WITHIN PUBLIC EASEMENTS

DATE	REVISIONS	DRAWN BY

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Wastewater Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

BRUSH CREEK DENTON

DENTON, DENTON COUNTY, TX

DEVELOPMENT PLAN

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: WW
DATE: 6/4/2024

SHEET

EX-C1

611.115001

PENDING

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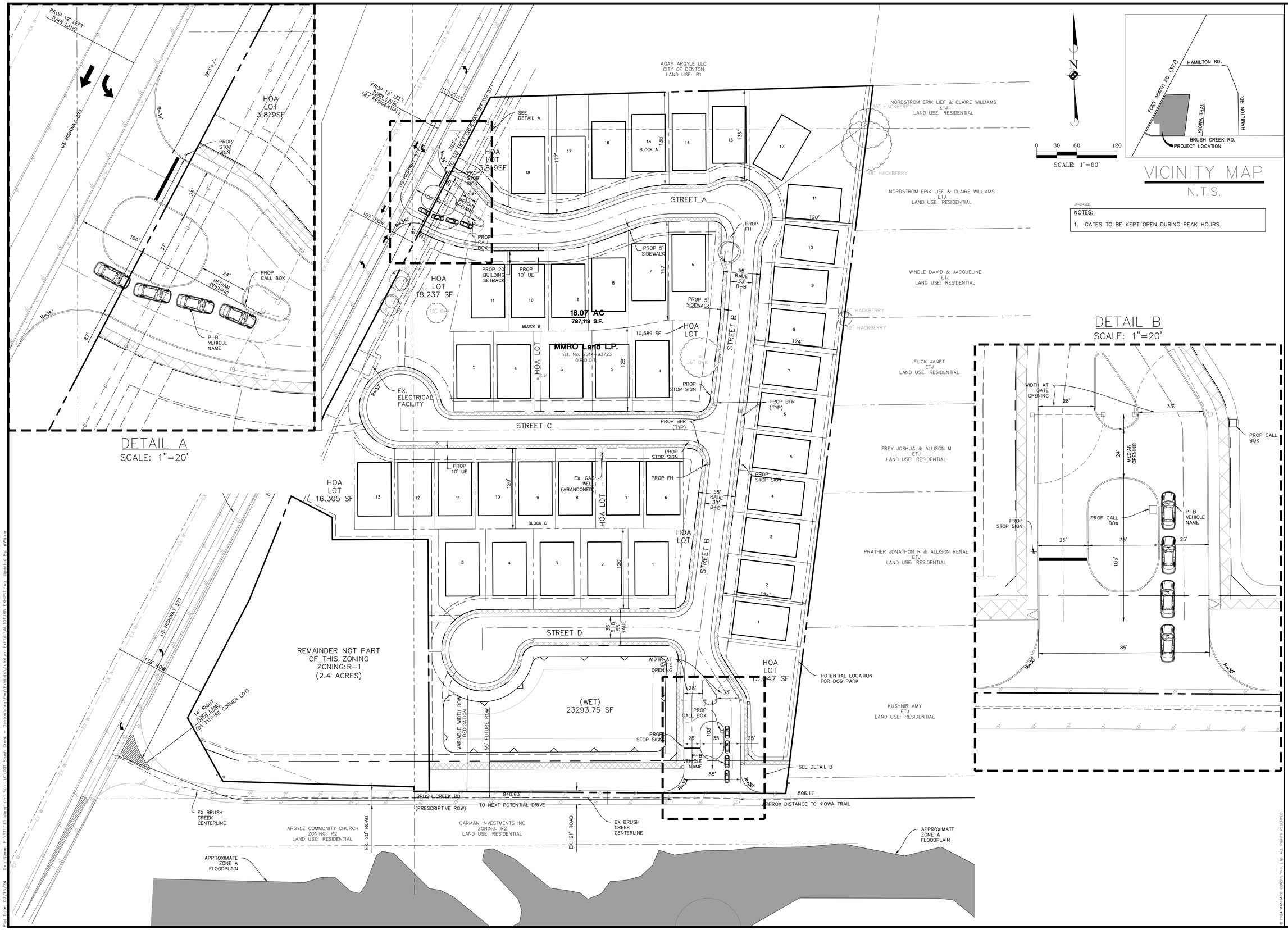
Plot Date: 07/09/24 Dwg Name: P:\611-115 Mapp and Son ULC\001 Brush Creek - Denton\Data\Eng_Plan Set Drawings\PD Drawings\PD Development Plan.dwg Updated By: dduce



NOTES:

1. GATES TO BE KEPT OPEN DURING PEAK HOURS.

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Waste Water Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

BRUSH CREEK DENTON

DENTON, DENTON COUNTY, TX

EXHIBIT

PROJ. MGR.:	RB
PROJ. ASSOC.:	WW
DRAWN BY:	WW
DATE:	6/12/2024

SHEET

EX

611.115001

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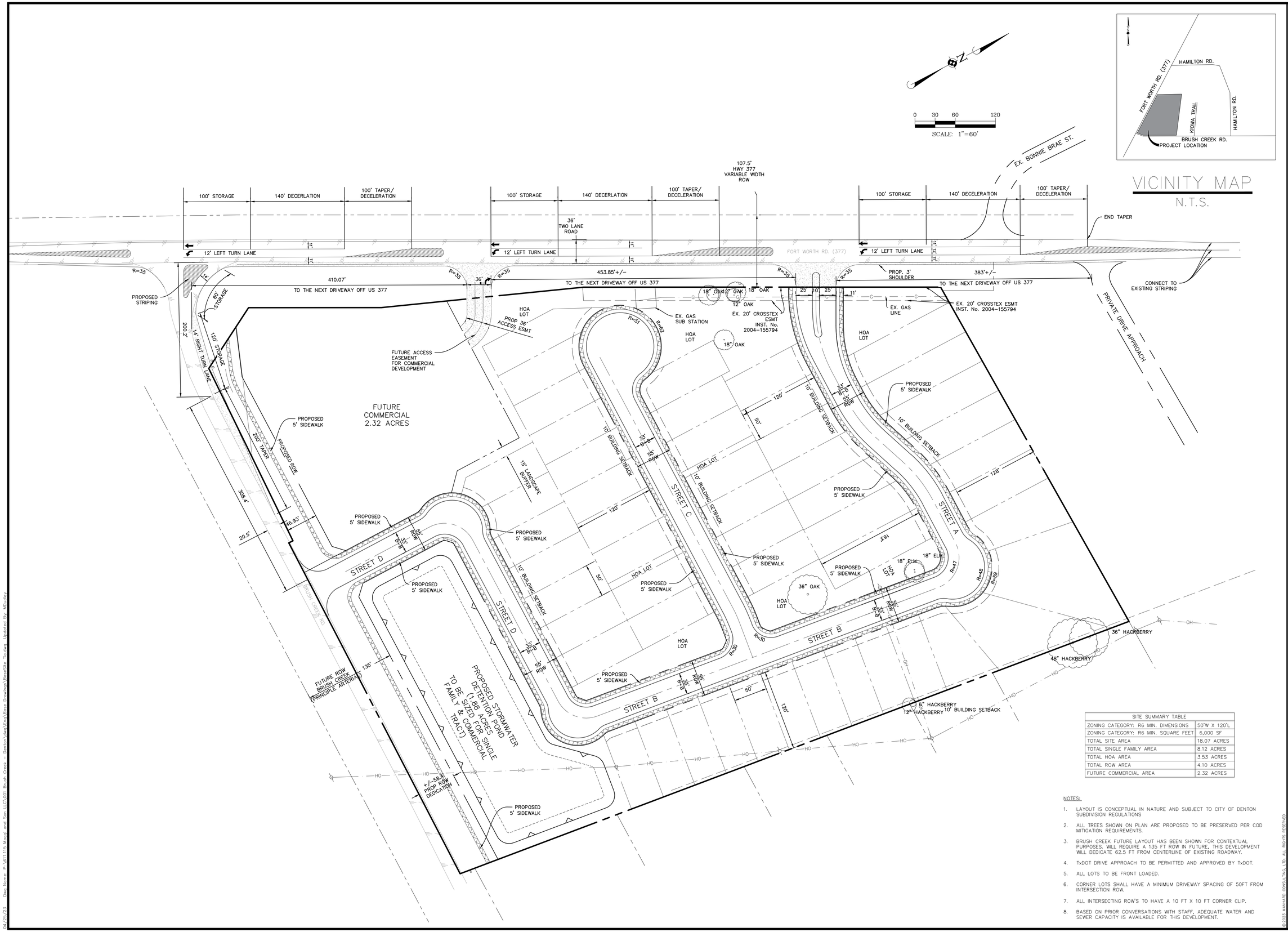
PENDING

Attachment B: Site Plan Used in TIA23-0004



SITE SUMMARY TABLE	
ZONING CATEGORY: R6 MIN. DIMENSIONS	50'W X 120'L
ZONING CATEGORY: R6 MIN. SQUARE FEET	6,000 SF
TOTAL SITE AREA	18.07 ACRES
TOTAL SINGLE FAMILY AREA	8.12 ACRES
TOTAL HOA AREA	3.53 ACRES
TOTAL ROW AREA	4.10 ACRES
FUTURE COMMERCIAL AREA	2.32 ACRES

NOTES:

1. LAYOUT IS CONCEPTUAL IN NATURE AND SUBJECT TO CITY OF DENTON SUBDIVISION REGULATIONS
2. ALL TREES SHOWN ON PLAN ARE PROPOSED TO BE PRESERVED PER COD MITIGATION REQUIREMENTS.
3. BRUSH CREEK FUTURE LAYOUT HAS BEEN SHOWN FOR CONTEXTUAL PURPOSES. WILL REQUIRE A 135 FT ROW IN FUTURE. THIS DEVELOPMENT WILL DEDICATE 62.5 FT FROM CENTERLINE OF EXISTING ROADWAY.
4. TxDOT DRIVE APPROACH TO BE PERMITTED AND APPROVED BY TxDOT.
5. ALL LOTS TO BE FRONT LOADED.
6. CORNER LOTS SHALL HAVE A MINIMUM DRIVEWAY SPACING OF 50FT FROM INTERSECTION ROW.
7. ALL INTERSECTING ROW'S TO HAVE A 10 FT X 10 FT CORNER CLIP.
8. BASED ON PRIOR CONVERSATIONS WITH STAFF, ADEQUATE WATER AND SEWER CAPACITY IS AVAILABLE FOR THIS DEVELOPMENT.

DATE	REVISIONS	DRAWN BY
###	###	###
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Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.972.4259 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water & Wastewater Engineers
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

BRUSH CREEK DENTON

DENTON, DENTON COUNTY, TX

Z22-0022 CONCEPT PLAN

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: MD
DATE: 12/6/2022

SHEET
Z1

611.115001

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PENDING

Dwg Name: P:\611115 Maggi and Son LLC\001 Brush Creek - Denton\Civil\Base Drawings\BaseSite Title.dwg Updated By: MDudley
04/25/23

Attachment C: TIA23-0004

TRAFFIC IMPACT ANALYSIS FOR BRUSH CREEK DEVELOPMENT DENTON, TEXAS

PROJECT NUMBER: TIA23-0004

Owner:
Deno Maggi
MMRQ Land L.P.
4332 Marsh Ridge Rd,
Carrollton, TX 75010

Developer and Applicant:
Omar Oweis
Sanger Texas Land Investment LLC
737, Evergreen Drive,
Hurst, TX 76054

Prepared for:
Manhard Consulting
12225 Greenville Avenue, Suite 1000
Dallas, Texas 75243

Prepared by:

LEE ENGINEERING
3030 LBJ Freeway, Suite 1660
Dallas, Texas 75234
(972) 248-3006
TBPE Firm F-450

STATE OF TEXAS
HETAL BHATT
104553
LICENSED
PROFESSIONAL ENGINEER
5/10/2023

May 2023
1st Submittal Date: February 28, 2023
2nd Submittal Date: March 28, 2023
3rd Submittal Date: April 25, 2023

T1849.11

May 10, 2023

Mr. Reece Bierhalter, PE
Project Manager
Manhard Consulting
12225 Greenville Avenue, Suite 1000
Dallas, TX 75243

Re: *Responses to City of Denton Comments on Brush Creek Development TIA (TIA23-0004)*

Dear Mr. Bierhalter:

We received the City of Denton's comments to the TIA for the proposed Brush Creek Development located to the northeast of the intersection of Fort Worth Drive (US 377) and Brush Creek Road via email on 5/09/23. We offer the following responses to the City's new comments:

1. **Clarify which, if any, of the improvements identified at US 377/Bonnie Brae listed in the TIA are proposed or indicate that no action will be taken due to the proposed City roadway project along Brush Creek. The statement must be added under the list of improvements identified for the intersection)**

   As Bonnie Brae will ultimately be closed when Brush Creek/Hickory Creek is extended to the west, signalization is not a viable mitigation. In fact, based on the proposed timeline of the City of Denton CIP project for Brush Creek/Hickory Creek (currently slated for the 2026 Bond Election), any mitigation measure that requires new construction may not be feasible.

   - *US 377 and Bonnie Brae Street:*
   - *Install an eastbound left turn lane*
   - *Install a southbound right turn lane*
   - *Install a northbound left turn lane*
   - *Signalize the intersection*

Text updated as requested.

2. **The turn lane storage and taper requirements for TxDOT Roadway refers to Table 3-12 of Roadway Design Manual which is for turn lanes where medians are involved which US 377 does not have. We believe Table 3-3 of Roadway Design Manual must be utilized for turn lane storage and taper. That section has storage length calculations option using Synchro/HCS models and formulae. Please confirm with TxDOT and update TIA accordingly.**

In Chapter 3, Section 4 (Two-Lane Rural Highways) of the *Roadway Design Manual*, it states that "Lengths of left turn deceleration lanes are provided in Table 3-12." Underneath Table 3-12, it states that "For storage length calculations on multi-lane rural highways, the storage length calculations in Urban Streets apply." At 55 mph, the deceleration (505) and taper (100 feet) lengths provided in Tables 3-3 and 3-12 are identical, although Table 3-3 allows for a shorter deceleration length (up to 165 feet shorter) if more deceleration is allowed by left turn motorists in the through lanes before accessing the turn lane. The minimum storage

length identified in Table 3-3 is 100 feet and is recommended for the left turn bays as the Synchro reports provided in the Appendix of the previous TIA indicated 95th percentile southbound left turn queues of one (1) vehicle. The eventual design of the left turn lanes will be developed in discussions with TxDOT.

3. **Under List of variances – clarify that the variance for southbound left turn lanes on US 377 is for reduced storage lane and taper.**

Text updated as requested.

4. **Figure 3 must be revised - Does not reflect recommended/proposed improvements identified in the report.**

In the previous TIA, Figure 3 represented the lane configurations that were included in the Initial Site Plan provided in Figure 2 and were assumed in the intersection capacity analyses. As identified in the Recommendations section on both page 4 and page 38 of the previous TIA, "An updated Site Plan incorporating the proposed recommendations identified above is provided in **Figure 16**." Text has been added when discussing Figure 3 to help clarify any confusion.

If you have any questions or need additional information regarding these responses, feel free to contact me at (972) 248-3006.

Sincerely,

Hetal Bhatt, P.E., PTOE
Project Manager
Lee Engineering, LLC
TBPE Firm Registration F-450

TABLE OF CONTENTS

EXECUTIVE SUMMARY 1

INTRODUCTION 5

EXISTING AND PROPOSED LAND USE 8

EXISTING AND PROPOSED TRAFFIC FLOW 9

TRAFFIC ANALYSES 24

ACCESS MANAGEMENT ANALYSIS 31

CONCLUSIONS & RECOMMENDATIONS 35

APPENDIX 40

LIST OF TABLES

Table 1: Trip Generation Characteristics for Proposed Brush Creek Development..... 8

Table 2: Historical TxDOT TCDS..... 11

Table 3: Level of Service Criteria for Unsignalized Intersections 25

Table 4: Capacity Analysis Results – Existing (2023) Traffic Conditions..... 26

Table 5: Capacity Analysis Results – Build-Out Year (2025) Traffic Conditions..... 27

Table 6: Capacity Analysis Results – Horizon Year (2030) Traffic Conditions 28

Table 7: Capacity Analysis Results – Horizon Year (2030) Total Traffic Conditions - Mitigations 30

Table 8: Right Turn Deceleration Lane Analysis Results 31

Table 9: Left Turn Deceleration Lane Analysis Results..... 32

Table 10: Sight Distance Analysis for Proposed Site Driveways..... 34

LIST OF FIGURES

Figure 1: Vicinity Map 6

Figure 2: Initial Site Plan 7

Figure 3: Existing and Proposed Lane Configurations 10

Figure 4: Existing (2023) Peak Hour Traffic Volumes 13

Figure 5: Build-Out Year (2025) Background Peak Hour Traffic Volumes 14

Figure 6: Build-Out Year (2025) Background Peak Hour Traffic Volumes by Sagebrook Residential Development 15

Figure 7: Adjusted Build-Out Year (2025) Background Peak Hour Traffic Volumes 16

Figure 8: Horizon Year (2030) Background Peak Hour Traffic Volumes 17

Figure 9: Horizon Year (2030) Background Peak Hour Traffic Volumes by Sagebrook Residential Development 18

Figure 10: Adjusted Horizon Year (2030) Background Peak Hour Traffic Volumes 19

Figure 11: Assumed Directional Distribution 20

Figure 12: Site Generated Peak Hour Traffic Volumes 21

Figure 13: Build-Out Year (2025) Total Peak Hour Traffic Volumes 22

Figure 14: Horizon Year (2030) Total Peak Hour Traffic Volumes 23

Figure 15: Guidelines for Left Turn Lanes on Two-Lane Highways 32

Figure 16: Updated Site Plan (With Mitigation Measures) 39

EXECUTIVE SUMMARY

This Traffic Impact Analysis (TIA) analyzes the potential traffic impacts of the proposed Brush Creek development, which will be located northeast of the intersection of Fort Worth Drive (US 377) and Brush Creek Road in Denton, Texas. The development will consist of 51 dwelling units of single-family detached housing and 25,300 square feet of commercial development. The single-family residential component is expected to be built-out by 2024, and for this analysis, the year 2025 was assumed as the site Build-Out Year based on discussions with the developer.

24-hour turning movement volumes were collected on Thursday, January 19, 2023, at the intersection of US 377 and Brush Creek Road.

The existing AM and PM peak periods (6:30-8:30 AM and 4:30-6:30 PM) turning movement volumes were collected on Thursday, January 19, 2023, at the intersection of US 377 at Bonnie Brae Street.

The proposed Brush Creek development is expected to generate 1,922 daily trips, with 100 trips during the AM peak hour and 203 trips during the PM peak hour.

Capacity Analysis for Existing (2023) Conditions

The stop-controlled approaches and movements at the existing study area intersections operate at LOS D or better under the Existing (2023) traffic conditions.

Capacity Analysis for Build-Out Year (2025) Conditions

The stop-controlled approaches and movements at the existing study area intersections are predicted to operate at LOS D or better under the Build-Out Year (2025) traffic conditions.

Capacity Analysis for Horizon Year (2030) Conditions

The eastbound approach of Bonnie Brae Street at US 377 is predicted to operate at LOS beyond D under the Horizon Year (2030) traffic conditions with or without the site traffic.

The westbound approach of Brush Creek Road at US 377 is predicted to operate at LOS beyond D under the Horizon Year (2030) traffic conditions with or without the site traffic. However, the projected volume-to-capacity ratio indicates that the projected volume is not predicted to exceed the available capacity.

The westbound approach of Retail Driveway at US 377 is predicted to operate at LOS beyond D during the PM peak hour of Horizon Year (2030) traffic conditions. However, the projected volume-to-capacity ratio indicates that the projected volume is not predicted to exceed the available capacity.

The approaches and movements at the other site access intersections are predicted to operate at LOS D or better under Horizon Year (2030) Total conditions.

The following improvements are identified to improve operations by the Horizon Year (2030). However, these potential improvements should be considered when the retail component is built-out:

1) US 377 and Bonnie Brae Street
   As Bonnie Brae will ultimately be closed when Brush Creek/Hickory Creek is extended to the west, signalization is not a viable mitigation. In fact, based on the proposed timeline of the City of Denton CIP project for Brush Creek/Hickory Creek (currently slated for the 2026 Bond Election), any mitigation measure that requires new construction may not be feasible.
   - Install an eastbound left turn lane
   - Install a southbound right turn lane
   - Install a northbound left turn lane
   - Signalize the intersection

   None of these improvements are recommended due to the proposed Brush Creek/Hickory Creek improvements, which would result in the closure of Bonnie Brae Street at US 377.
2) US 377 and Brush Creek Road
   - Install a southbound left turn lane
   - Install a westbound right turn lane
3) US 377 at Proposed Retail Driveway
   - Install a westbound right turn lane
   - Install a southbound left turn lane (Although a southbound left turn lane is not required to mitigate operations, it was assumed in the mitigation analysis, based on the left turn deceleration lane analysis.)

<u>Capacity Analysis for Horizon Year (2030) Total Traffic Conditions with Mitigations</u>

The intersection of Bonnie Brae Street at US 377 is predicted to operate at LOS D or better under the Horizon Year (2030) Total traffic conditions with the proposed mitigations identified. However, based on direction provided in a 4/18/23 email from City staff, "As Bonnie Brae will ultimately be closed when Brush Creek/Hickory Creek is extended to the west, signalization is not a viable mitigation" and "any mitigation measures that require new construction may not be feasible."

The westbound approach of Brush Creek Road at US 377 is predicted to operate at LOS beyond D during the AM and PM peak hours of the Horizon Year (2030) Total traffic conditions. However, <u>the delays during the AM and PM peak hours with these improvements in place are predicted to be lower than the delays under Horizon Year (2030) Background conditions (without the site traffic).</u>

The westbound approach of Retail Driveway at US 377 is predicted to operate at LOS D or better under the Horizon Year (2030) Total traffic conditions with the proposed mitigations.

Access Management Analyses

TxDOT's threshold volumes for considering right turn deceleration lanes at the site access locations on US 377 are not met. City of Denton threshold volumes for providing right turn deceleration lanes on Brush Creek Road are also not met. Therefore, northbound right turn deceleration lanes along US 377 and a westbound right turn deceleration lane along Brush Creek Road are not warranted at the proposed site driveways.

Left turn lanes are warranted based on TxDOT criteria at the future driveway intersections along US 377. Based on the capacity analysis results, a southbound left turn deceleration late is warranted along US 377 at Brush Creek Road under the Horizon Year total traffic conditions. Traffic characteristics at the Brush Creek Road and Street D intersection do not exceed City of Denton criteria for the installation of an eastbound left turn lane.

Based on Table 3-12 of TxDOT's *Roadway Design Manual* for two-lane rural highways (US 377), the deceleration lane along US 377 (55 mph speed limit) should be 605 feet long (100 feet storage + 505 feet deceleration). *Highway Capacity Manual* analysis results indicated 95th percentile queues of one (1) vehicle at these locations, so the 100-foot minimum storage proposed is predicted to accommodate the left turning vehicles at these locations. Based on the proposed driveway locations, a 605-foot long deceleration lane is not possible. Therefore, this study recommends obtaining a variance from TxDOT for shorter left turn deceleration lanes or providing a Two-Way Left Turn Lane (TWLTL) between Bonnie Brae Street and Brush Creek Road along US 377, if a variance is not provided.

The proposed Street D on Brush Creek Road meets the City's access spacing requirements.

Street A is planned to be located approximately 380 feet south of a private driveway which is approximately 10% below TxDOT's threshold and a variance for the location of Street A will need to be requested and obtained from TxDOT. The private driveway to the north serves a land use that is not predicted to generate high traffic volumes or long northbound right turn queues to cause queue interactions between two driveways. Therefore, a variance for the location of Street A should be granted by TxDOT.

The proposed Retail Driveway is planned to be located approximately 410 feet north of Brush Creek Road and is only 15 feet (5%) below TxDOT's required spacing requirement. Therefore, a variance will need to be requested and obtained from TxDOT. Since the spacing is slightly less than required (5%), a variance for the location of the proposed Retail Driveway should be granted.

If one or both of the variances for the access locations are not granted, the developer will be obligated to shift access locations to meet published full spacing requirements. If the number of driveways changes, a revised TIA may be required in the future.

Adequate sight distance is available for the vehicles exiting from the proposed site driveways on US 377 and Brush Creek Road.

Side Path (sidewalk) Discussion

As part of this development, a sidewalk will be provided along the site frontage on Brush Creek Road. Additionally, the development will also provide a side path (sidewalk) on Streets A, B, C, and D (public roadways internal to the site).

Recommendations:

The following improvements are recommended to improve the operations by the Horizon Year (2030).

This improvement should be constructed when the residential component is built-out:

1) US 377 at Street A
    - Install a southbound left turn lane

The following improvements should be constructed when the retail component is built-out:

2) US 377 at Retail Driveway
    - Install a southbound left turn lane
    - Install a westbound right turn lane
3) US 377 and Brush Creek Road
    - Install a southbound left turn lane
    - Install a westbound right turn lane

An updated Site Plan incorporating the proposed recommendations identified above is provided in **Figure 16**.

LIST OF VARIANCES

1) Access spacing variance is needed for Street A, and this study recommends granting the variance.
2) Access spacing variance is needed for the proposed Retail Driveway, and this study recommends granting the variance.
3) A variance for the reduced deceleration lengths of the southbound left turn lanes (minimum storage and taper lengths are proposed to be provided) is needed for the proposed left turn lanes along US 377 at Street A, Retail Driveway and Brush Creek Road. This study recommends granting this variance or providing a Two-Way Left Turn Lane (TWLTL) between Bonnie Brae Street and Brush Creek Road along US 377, if a variance is not provided.

INTRODUCTION

Purpose

This Traffic Impact Analysis (TIA) analyzes the potential traffic impacts of the proposed Brush Creek development, which will be located northeast of the intersection of Fort Worth Drive (US 377) and Brush Creek Road in Denton, Texas. The development will consist of 51 dwelling units of single-family detached housing and 25,300 square feet of commercial development. The single-family residential component is expected to be built-out by 2024, and for this analysis, the year 2025 was assumed as the site Build-Out Year based on discussions with the developer's representative.

A vicinity map of the study area is shown in **Figure 1**. The site plan initially assumed for this development is provided in **Figure 2**. The following elements were included in this study:

Methodology

Data Collection

- Collected 24-hour turning movement volumes at the intersection of Fort Worth Drive (US 377) and Brush Creek Road.
- Collected weekday AM and PM peak hour turning movement volumes at the intersection of Fort Worth Drive (US 377) and Bonnie Brae Street.
- Obtained the proposed site plan, information related to planned roadway improvements, and other relevant information.

Traffic Analysis

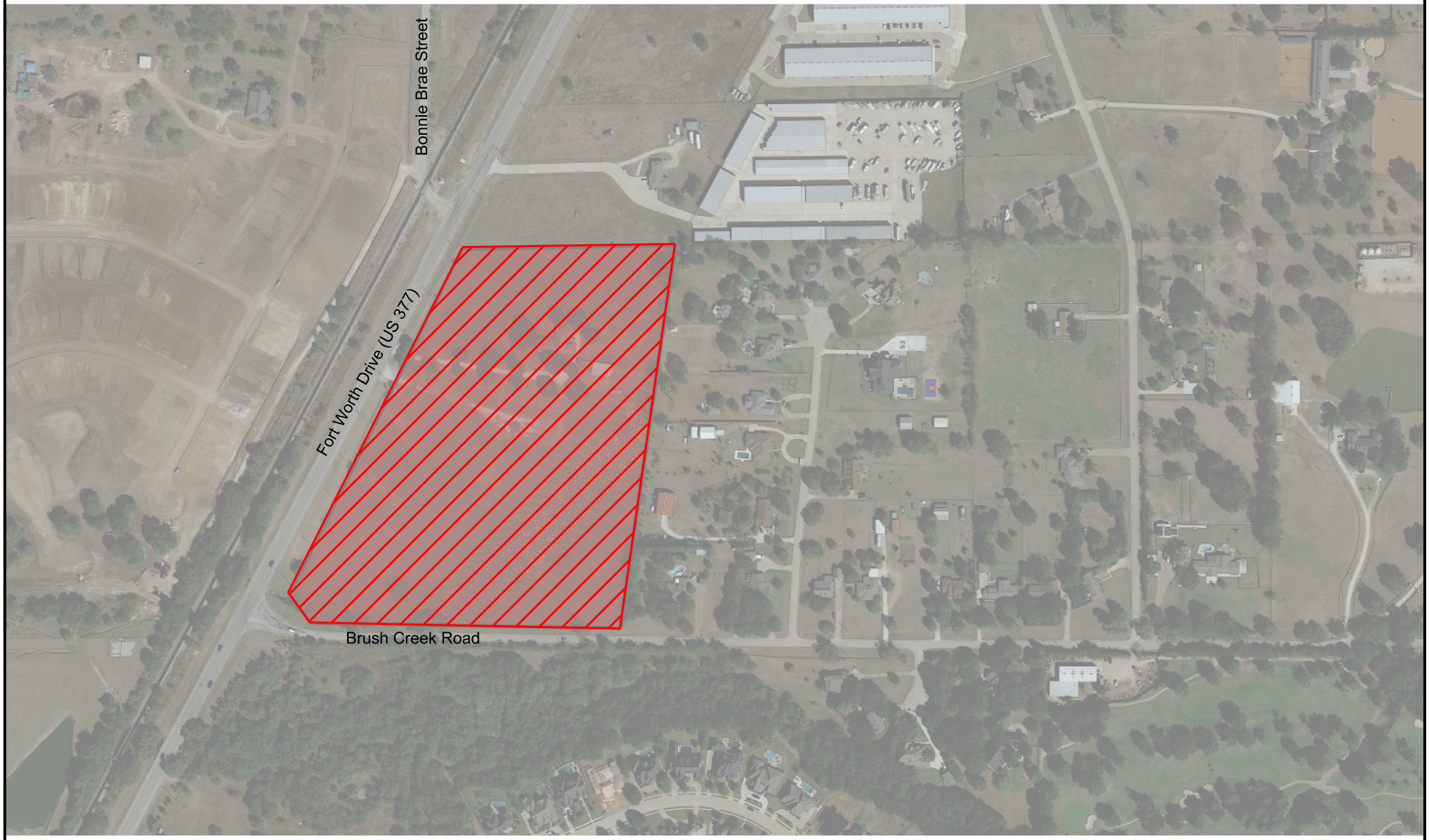
- Assessed the general accessibility of the site.
- Estimated the number of trips that will be generated by the proposed development.
- Estimated the directional distribution of traffic approaching/departing the proposed development.
- Assigned the estimated traffic to the street network.
- Performed capacity analyses for the critical intersections within the study area.

Recommendations

- Determined if any roadway improvements are needed to accommodate projected traffic generated by the proposed development.

Documentation

- Prepared a report documenting the study procedures and results.



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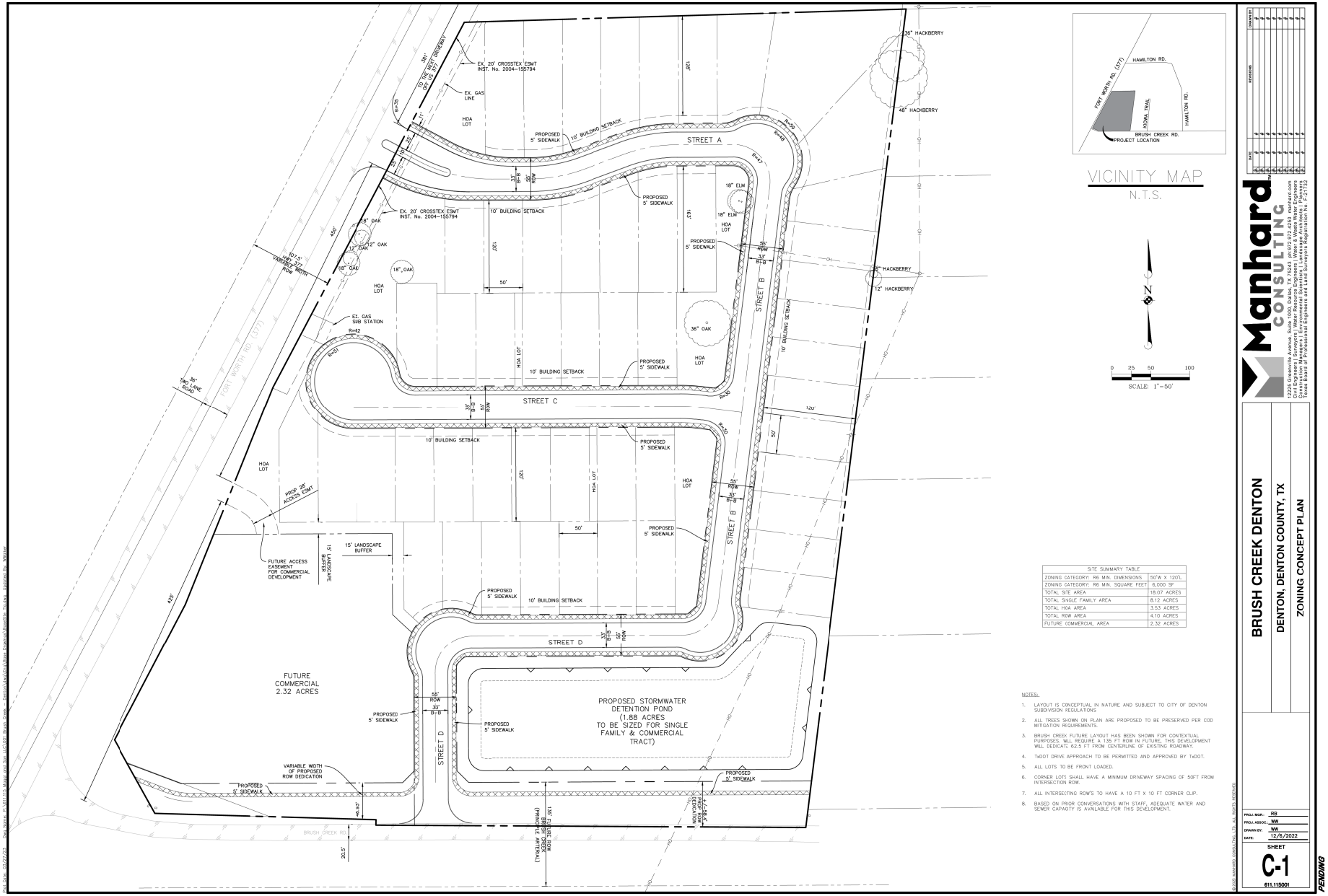
Vicinity Map

Figure 1



SITE SUMMARY TABLE	
ZONING CATEGORY: R6 MIN. DIMENSIONS	50'W X 120'L
ZONING CATEGORY: R6 MIN. SQUARE FEET	6,000 SF
TOTAL SITE AREA	18.07 ACRES
TOTAL SINGLE FAMILY AREA	8.12 ACRES
TOTAL HOA AREA	3.53 ACRES
TOTAL ROW AREA	4.10 ACRES
FUTURE COMMERCIAL AREA	2.32 ACRES

NOTES:

1. LAYOUT IS CONCEPTUAL IN NATURE AND SUBJECT TO CITY OF DENTON SUBDIVISION REGULATIONS
2. ALL TREES SHOWN ON PLAN ARE PROPOSED TO BE PRESERVED PER COD MITIGATION REQUIREMENTS.
3. BRUSH CREEK FUTURE LAYOUT HAS BEEN SHOWN FOR CONTEXTUAL PURPOSES. WILL REQUIRE A 135 FT ROW IN FUTURE, THIS DEVELOPMENT WILL DEDICATE 62.5 FT FROM CENTERLINE OF EXISTING ROADWAY.
4. TxDOT DRIVE APPROACH TO BE PERMITTED AND APPROVED BY TxDOT.
5. ALL LOTS TO BE FRONT LOADED.
6. CORNER LOTS SHALL HAVE A MINIMUM DRIVEWAY SPACING OF 50FT FROM INTERSECTION ROW.
7. ALL INTERSECTING ROW'S TO HAVE A 10 FT X 10 FT CORNER CLIP.
8. BASED ON PRIOR CONVERSATIONS WITH STAFF, ADEQUATE WATER AND SEWER CAPACITY IS AVAILABLE FOR THIS DEVELOPMENT.

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Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

BRUSH CREEK DENTON

DENTON, DENTON COUNTY, TX

ZONING CONCEPT PLAN

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: WW
DATE: 12/6/2022

SHEET C-1

611.115001

PENDING

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Initial Site Plan

Figure 2

EXISTING AND PROPOSED LAND USE

The site is currently vacant and zoned residential (R1). The proposed Brush Creek development is planned to consist of 51 dwelling units of single-family detached housing and 25,300 square feet of commercial development. The single-family residential component is expected to be built-out by 2024, and for this analysis, the year 2025 was assumed as the site Build-Out Year based on discussions with the developer's representative.

The number of trips generated by a development is a function of the type and quantity of land use for the development. The number of vehicle trips generated by the proposed development was estimated based on the trip generation rates and equations provided in the publication entitled *Trip Generation Manual, 11th Edition*, by the Institute of Transportation Engineers (ITE). Estimates of the number of trips generated by the site were made for the AM and PM peak hours, as well as on a daily basis. The trip generation characteristics for the proposed development at Build-Out are shown in **Table 1**.

Table 1: Trip Generation Characteristics for Proposed Brush Creek Development

Use (ITE Land Use)	ITE Code	Variable (X)	Average Weekday			AM Peak Hour			PM Peak Hour		
Equation/Rates[1]											
Single-Family Detached Housing	210	Dwelling Units	Ln(T) = 0.92*Ln(X) + 2.68			Ln(T) = 0.91*Ln(X) + 0.12			Ln(T) = 0.94*Ln(X) + 0.27		
Strip Retail Plaza	822	1,000 SQFT	T = 54.45(Y)			T = 2.36(Y)			Ln(T) = 0.71*Ln(Y) + 2.72		
Directional Splits[2]											
Single-Family Detached Housing	210	Dwelling Units	50/50			25/75			63/37		
Strip Retail Plaza	822	1,000 SQFT	50/50			60/40			50/50		
Trips Generated											
Use (ITE Land Use)	**ITE Code**	**Quantity**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**	**Total**	**Enter**	**Exit**
Single-Family Detached Housing	210	51	544	272	272	40	10	30	53	33	20
Strip Retail Plaza	822	25.3	1,378	689	689	60	36	24	150	75	75
TOTAL NEW TRIPS			**1,922**	**961**	**961**	**100**	**46**	**54**	**203**	**108**	**95**

[1]T = Trips Ends; X = Dwelling Units; Y= 1,000 Square-feet of Gross Floor Area
[2]XX / YY = % entering vehicles / % exiting vehicles

EXISTING AND PROPOSED TRAFFIC FLOW

Transportation System

Site accessibility describes the ease with which vehicles can get to and from a development. A site's accessibility is affected by the geographical location of the development with respect to other activity areas, the roadway system, and physical restraints such as rivers or lakes.

The existing and proposed lane configurations for the study area intersections within the study area are provided in **Figure 3**. Figure 3 shows the lane configurations based on the initial site plan (Figure 2) and was used for analysis purposes. Please refer to Figure 16 for recommended/proposed improvements identified in the later sections of the report. A description of the study area roadways includes:

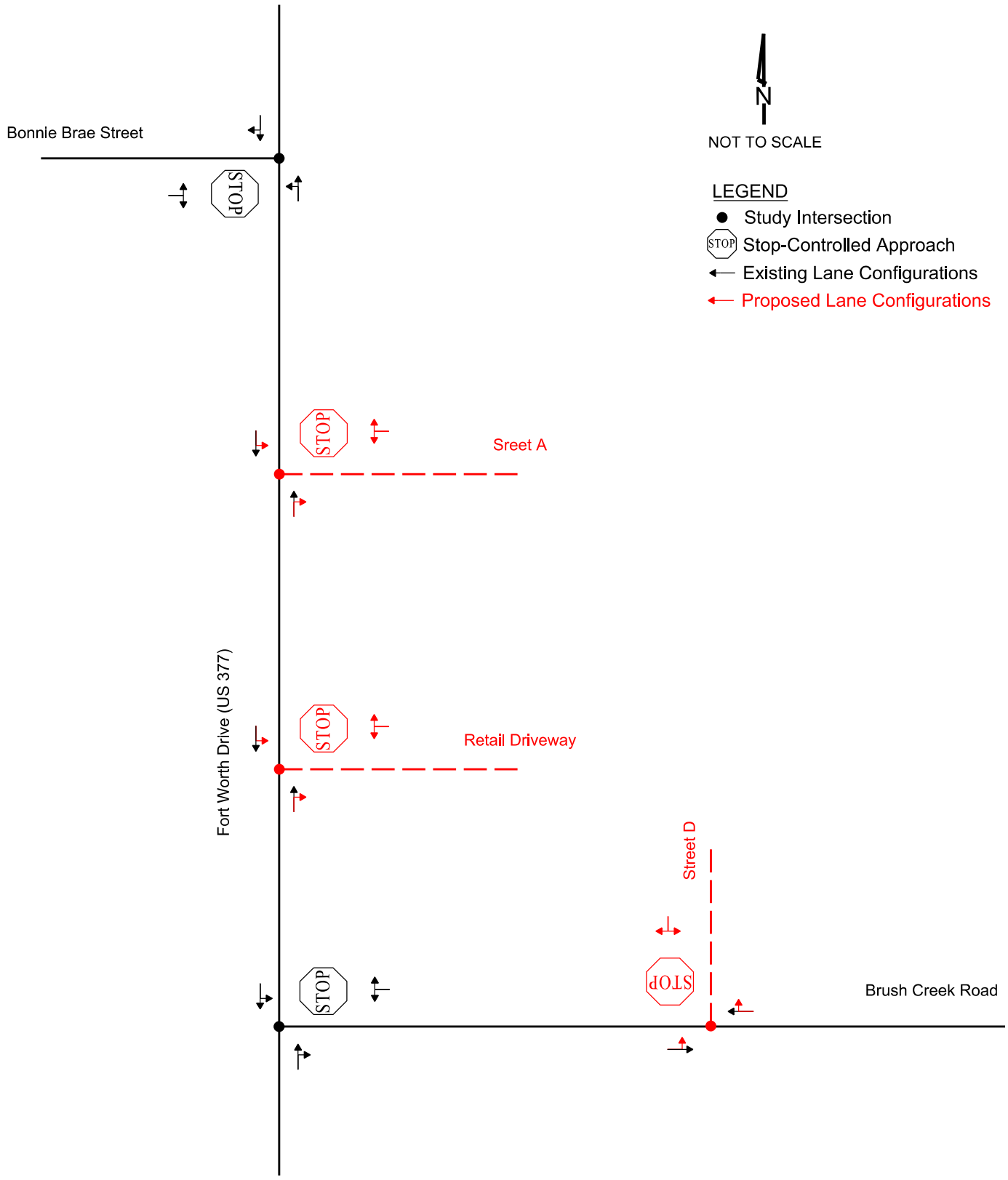
Bonnie Brae Street – Bonnie Brae Street is located northwest of the proposed development. Bonnie Brae Street is a two-lane undivided roadway with a posted speed limit of 30 mph and is classified as a Collector in the 2022 City of Denton *Thoroughfare Plan Map.* Based on discussions with City staff during the TIA scoping process, no improvements to Bonnie Brae Street were identified. Please note that Bonnie Brae Street west of US 377 will be closed once the western portion of Brush Creek Road is constructed. Since this study does not assume the western portion of Brush Creek Road, based on discussions with City staff, Bonnie Brae Street is assumed to remain open.

Brush Creek Road – Brush Creek Road is located south of the proposed development. Brush Creek Road is a two-lane undivided roadway with a posted speed limit of 30 mph and is classified as a Primary Arterial in the 2022 City of Denton *Thoroughfare Plan Map.* Based on discussions with City staff during the TIA scoping process, no improvements to Brush Creek Road were identified.

Fort Worth Drive (US 377) – Fort Worth Drive (US 377) is located west of the proposed development and is a two-lane undivided roadway with a posted speed limit of 55 mph. US 377 is classified as a Primary Arterial in the 2022 City of Denton *Thoroughfare Plan Map* and is classified as a Principal Arterial in TxDOT's *Statewide Planning Map*. While improvements to US 377 south of the study area are planned in the future, no improvements to US 377 within the study area are identified based on information in TxDOT's online Project Tracker.

Access to the proposed Brush Creek development will be provided by:

- A full-access driveway on Brush Creek Road.
- Two (2) full-access driveways on Fort Worth Drive (US 377).



These lane configurations are based on the initial site plan (Figure 2) and was used for analysis purposes. Please refer to Figure 16 for recommended/proposed improvements identified in the later sections of the report.

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Existing and Proposed Lane Configurations

Figure 3

Transportation Volumes

Existing Traffic Volumes

Existing 24-hour turning movement volumes were collected on Thursday, January 19, 2023, at the intersection of US 377 and Brush Creek Road. The existing AM and PM peak periods (6:30-8:30 AM and 4:30-6:30 PM) turning movement volumes were collected on Thursday, January 19, 2023, at the intersection of US 377 at Bonnie Brae Street. **Figure 4** summarizes the existing traffic volumes during the AM and PM peak hours. The raw traffic count data is provided in the Appendix.

Background Traffic Volumes

Historical 24-hour traffic volumes in the area were obtained from TxDOT's online Traffic Count Database System (TCDS) and are presented in **Table 2**.

Table 2: Historical TxDOT TCDS

Year	Location
	Fort Worth Drive (US 377) South of Vintage Boulevard
2011	9,000
2012	9,400
2013	8,415
2014	9,030
2015	9,615
2016	9,806
2017	10,039
2018	10,039
2019	7,106
2020	6,879
2021	8,239
Average Annual Growth	**-3% / -1%** [1]

[1] 5-year growth rate / 10-year growth rate

Table 2 shows a negative traffic growth rate on US 377 south of Vintage Boulevard for the previous 5- and 10-year periods. For this analysis, a three percent (3%) traffic growth rate was used to estimate future traffic volumes under Build-Out Year (2025) and Horizon Year (2030) conditions. This growth rate assumption is consistent with that used in the Sagebrook TIA.

The Build-Out Year (2025) Background traffic volumes at the study intersections are provided in **Figure 5**. A residential development (Sagebrook) along US 377 is under construction west of the proposed site development, with 2028 assumed as the site Build-Out Year based on information provided in the TIA performed for that development. It was assumed that approximately 100 dwelling units per year would be constructed. Therefore, 40% of the peak hour traffic volumes of Sagebrook residential development were used as traffic generated by the Sagebrook residential

development by the year 2025, and 100% of the peak hour traffic volumes of the Sagebrook residential development were used by the year 2030. **Figure 6** shows peak hour traffic predicted to be generated by Sagebrook residential development by the Build-Out Year (2025).

The peak hour traffic volumes generated by Sagebrook residential development by the year 2025 were added to the initial Build-Out Year (2025) background traffic volumes shown in Figure 5 to obtain the Adjusted Build-Out Year (2025) Background traffic volumes presented in **Figure 7**.

The Horizon Year (2030) Background traffic volumes at the study intersections are provided in **Figure 8**, and **Figure 9** shows peak hour traffic predicted to be generated by Sagebrook residential development by the Horizon Year (2030).

The peak hour traffic volumes generated by Sagebrook residential development by the year 2030 were added to the initial Horizon Year (2030) background traffic volumes shown in Figure 8 to obtain the Adjusted Build-Out Year (2025) Background traffic volumes presented in **Figure 10**.

Trip Distribution

The existing traffic volumes and roadways in the area, along with the proposed site layout, were used to determine the directions from which traffic would approach and depart the proposed development. The assumed directional distribution is provided in **Figure 11**.

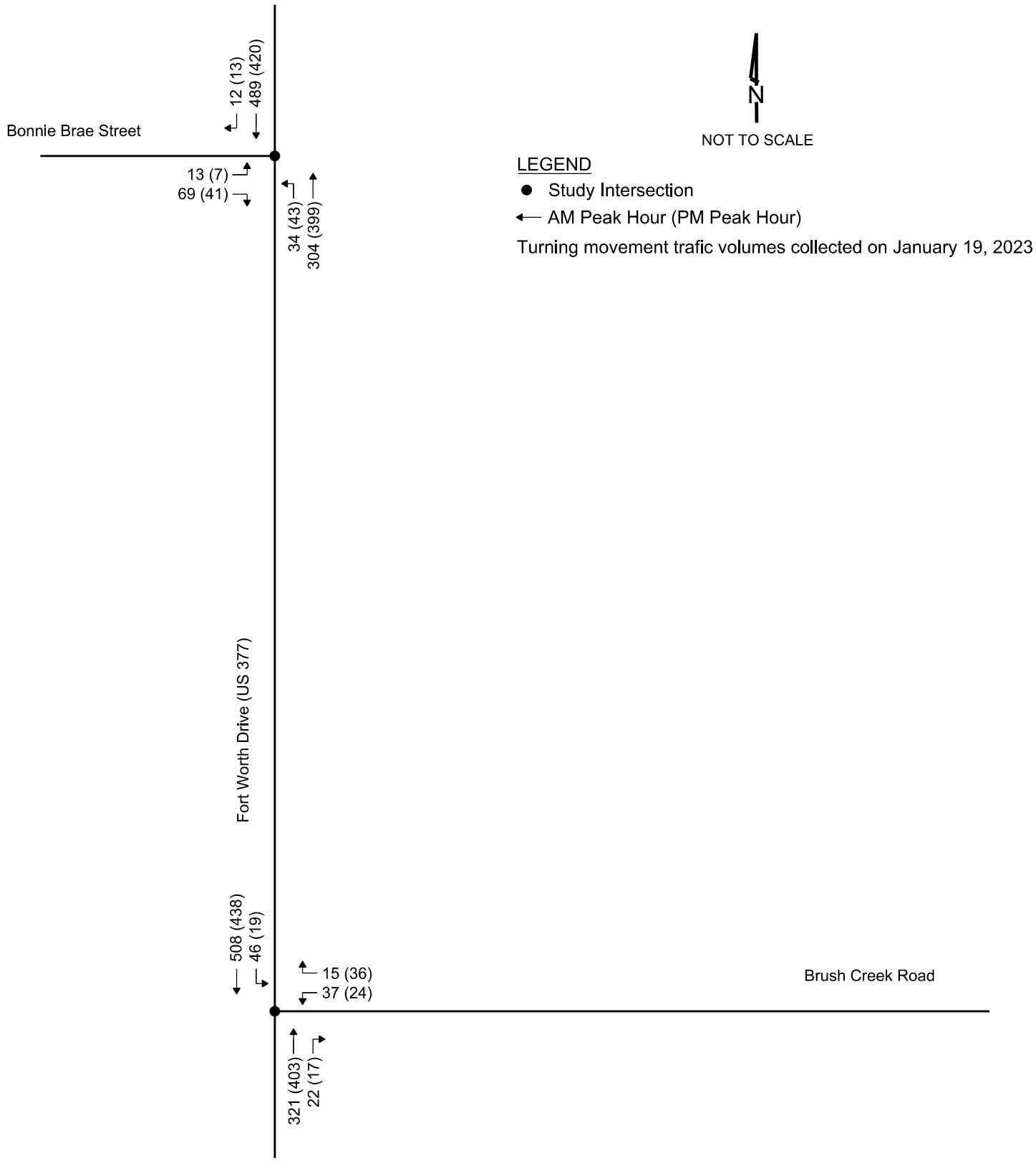
Site Traffic Volumes

Traffic volumes expected to be generated by the proposed development (Table 1) were assigned to the area roadways and site access points based on the directional distribution identified in Figure 11. The estimated total site generated traffic volumes are shown in **Figure 12**.

Total Traffic Conditions

Total (background + site) peak hour traffic conditions at Build-Out Year (2025) of the proposed Brush Creek development were obtained by adding the Adjusted Build-Out Year (2025) Background traffic volumes (Figure 7) to the total site generated traffic volumes (Figure 12) and are shown in **Figure 13**.

Similarly, total (background + site) peak hour traffic conditions at Horizon Year (2030) of the proposed Brush Creek development were obtained by adding the Adjusted Horizon Year (2030) Background traffic volumes (Figure 10) to the total site generated traffic volumes (Figure 12) and are shown in **Figure 14**.



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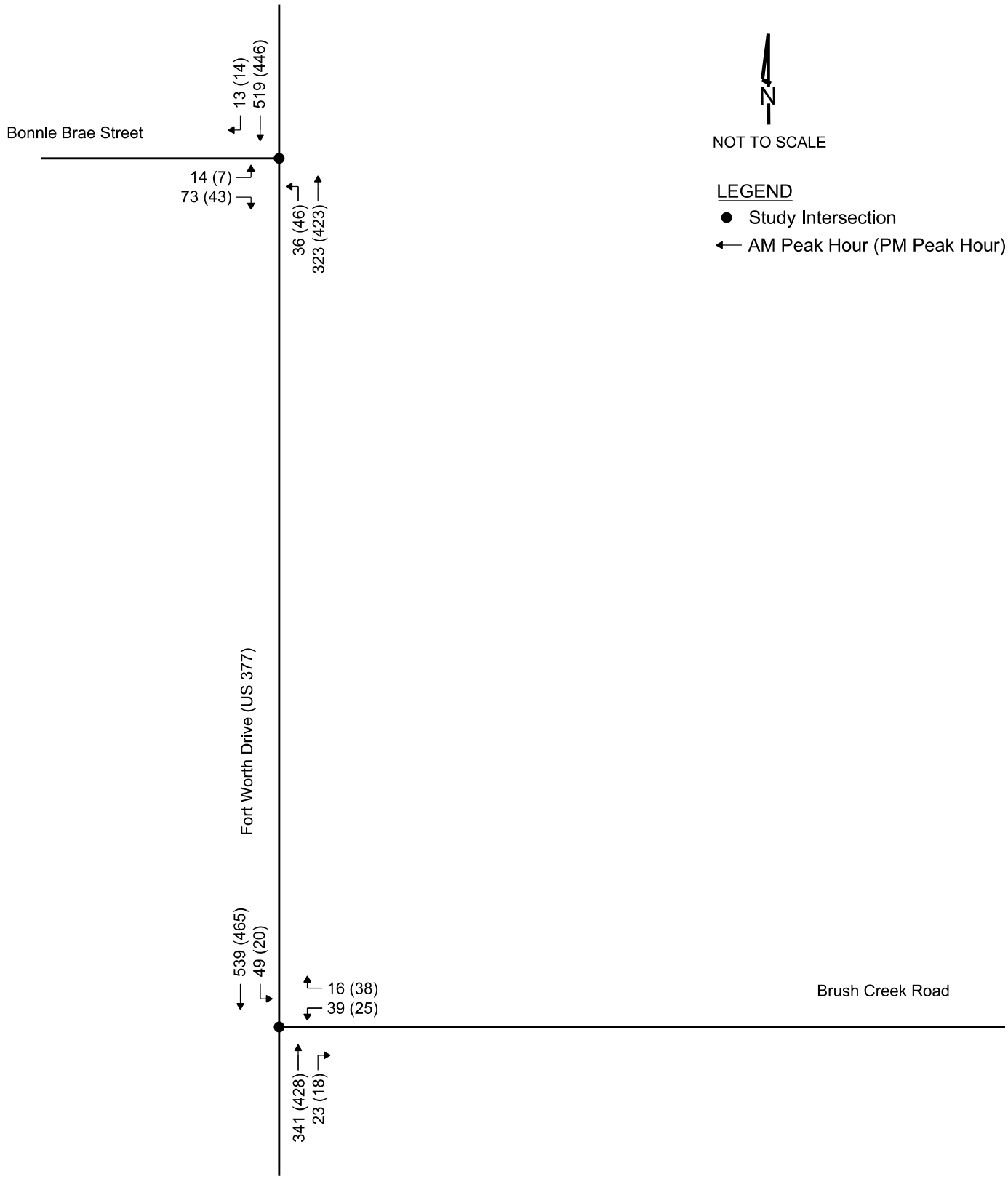
Existing (2023) Peak Hour Traffic Volumes

Figure 4



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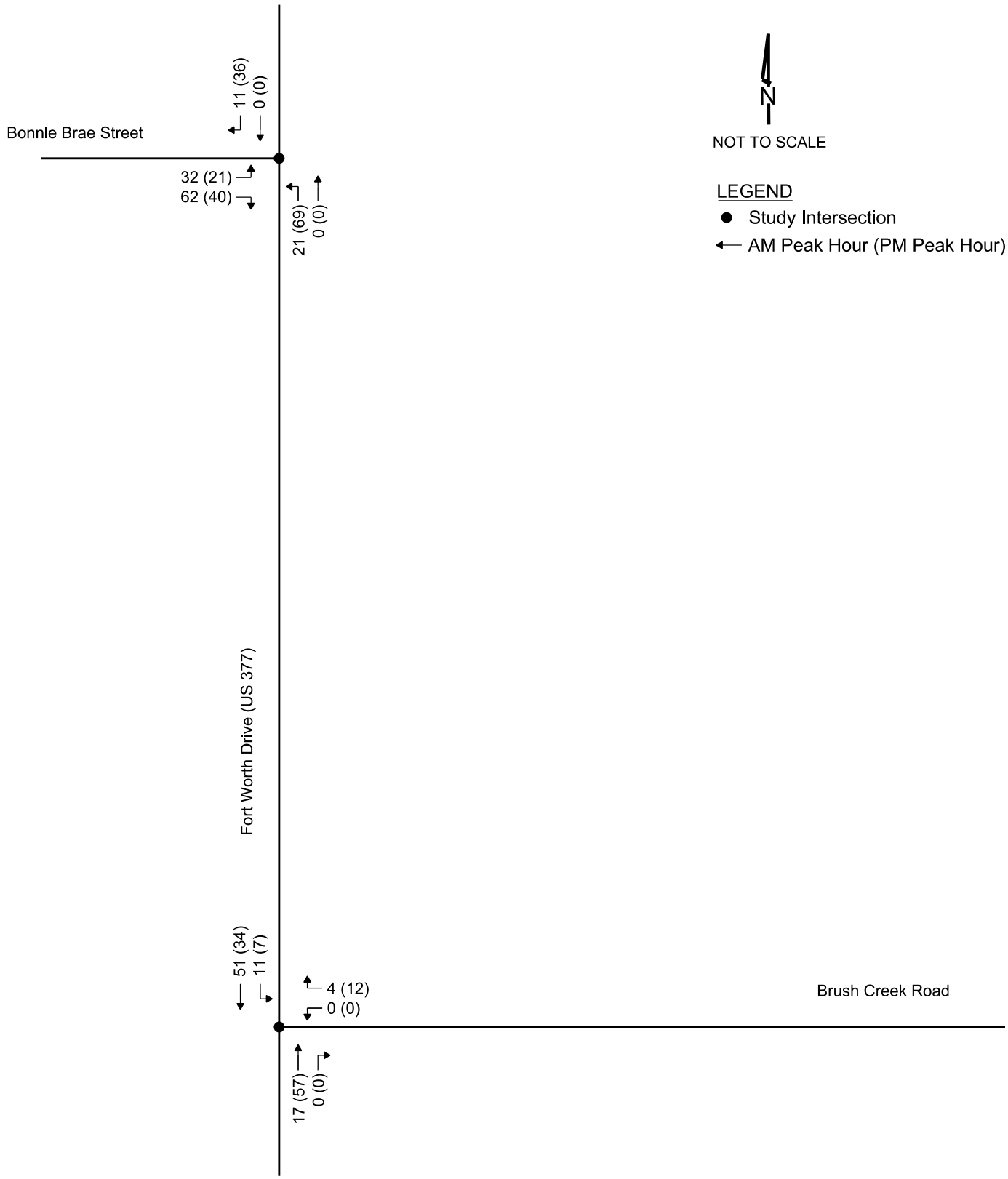
Build-out Year (2025) Background
Peak Hour Traffic Volumes

Figure 5



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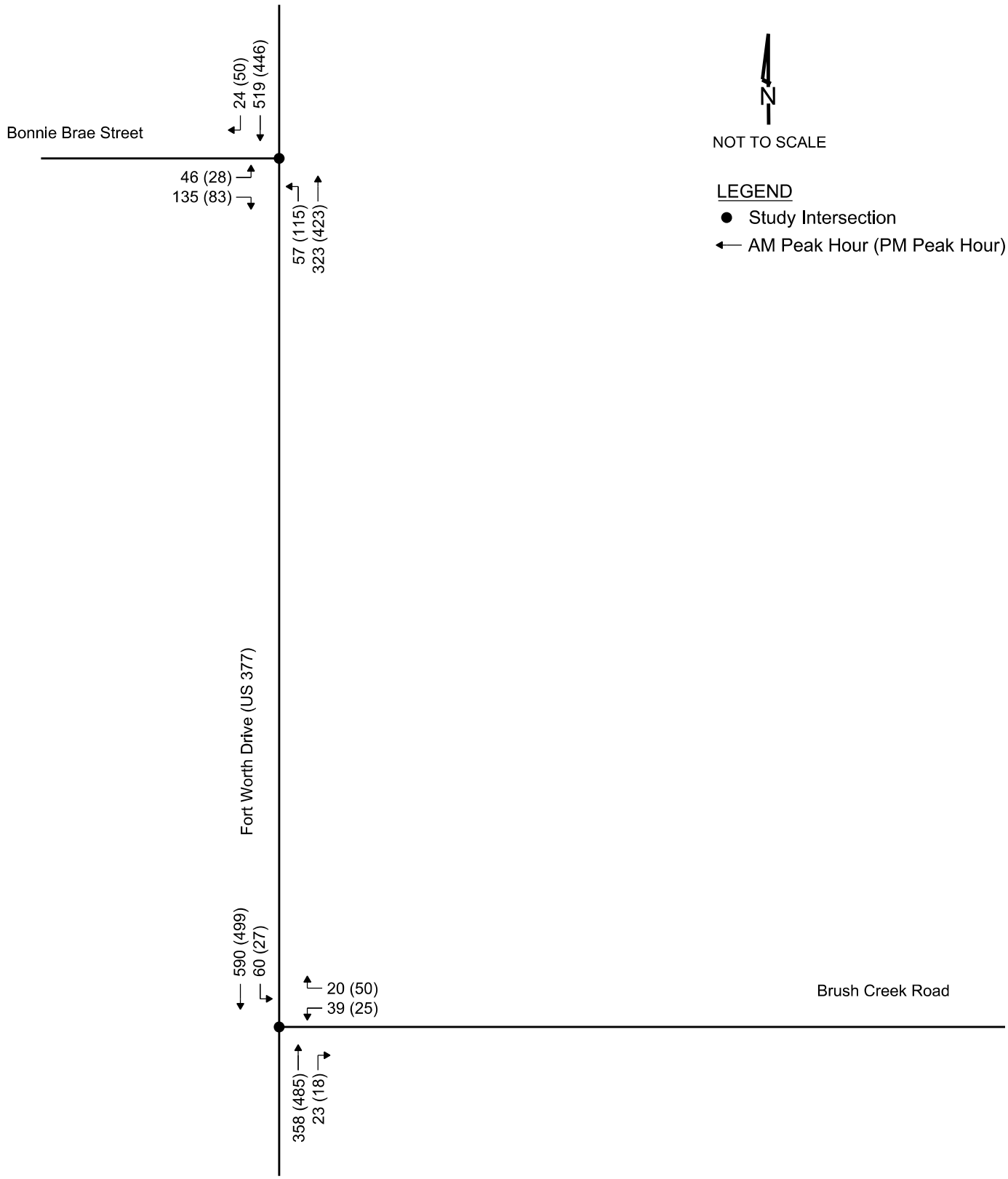
Build-out Year (2025) Peak Hour Traffic Volumes
by Sagebrook Residential Development

Figure 6



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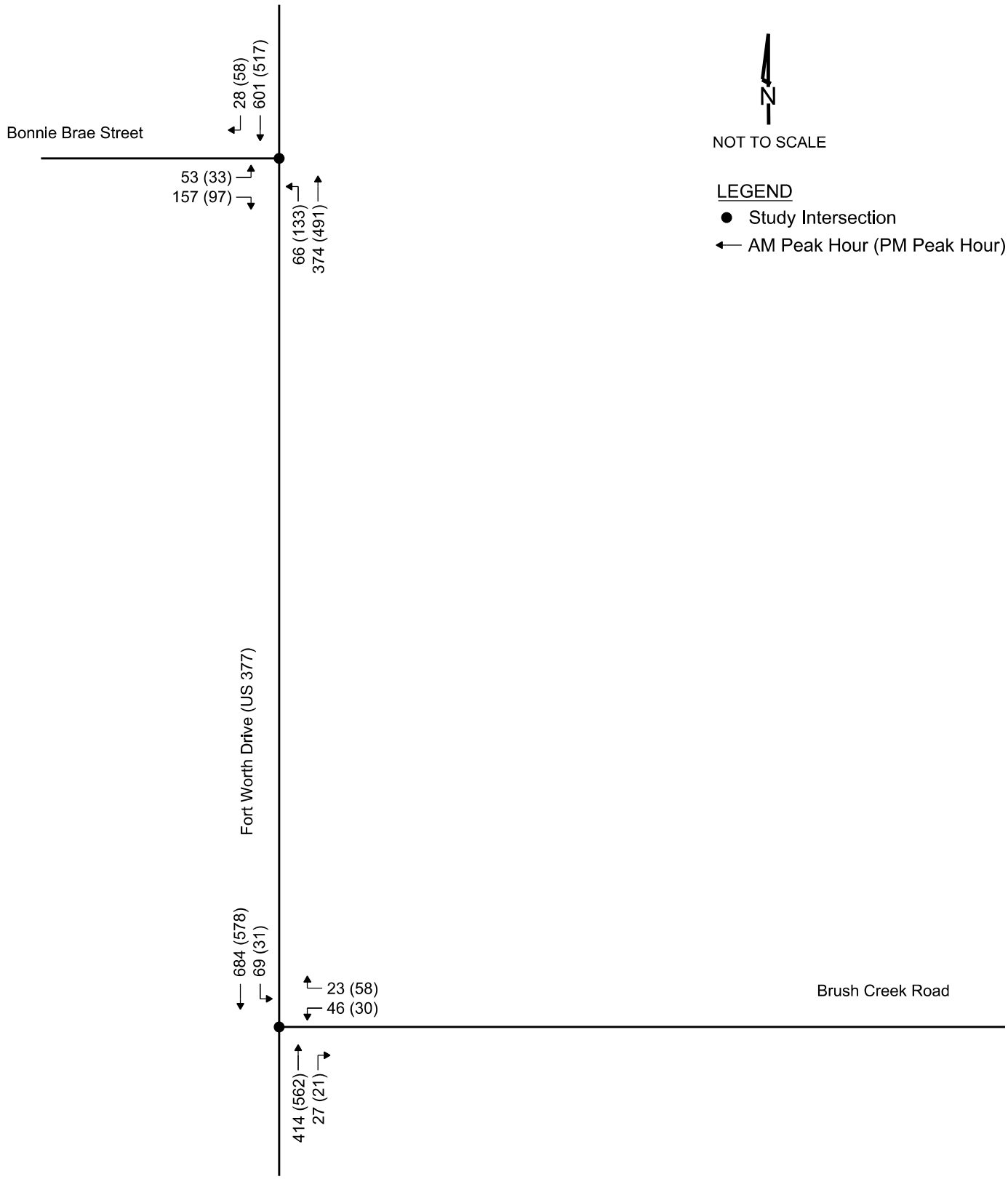
Adjusted Build-out Year (2025) Background
Peak Hour Traffic Volumes

Figure 7



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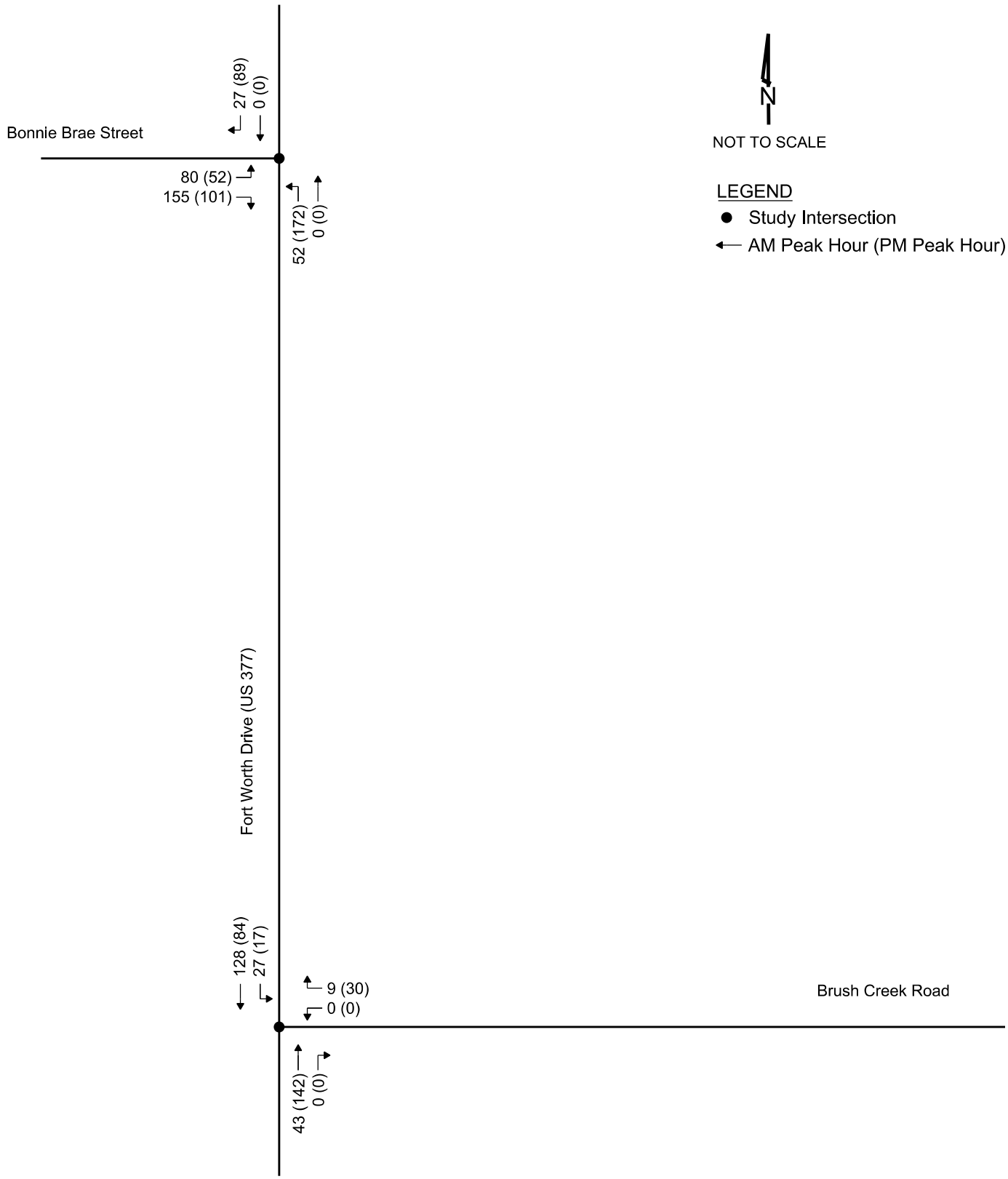
Horizon Year (2030) Background
Peak Hour Traffic Volumes

Figure 8



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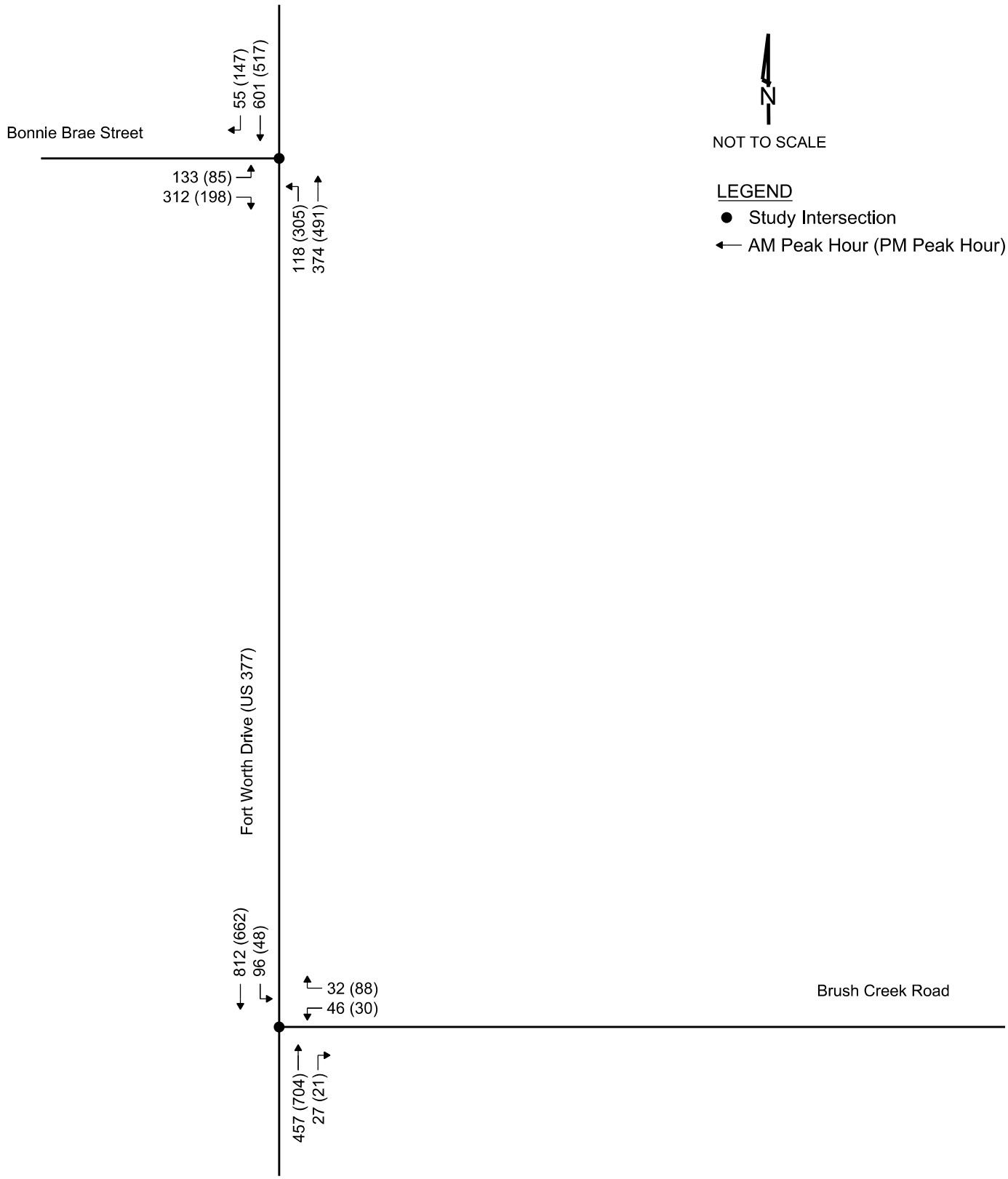
Horizon Year (2030) Peak Hour Traffic Volumes
by Sagebrook Residential Development

Figure 9



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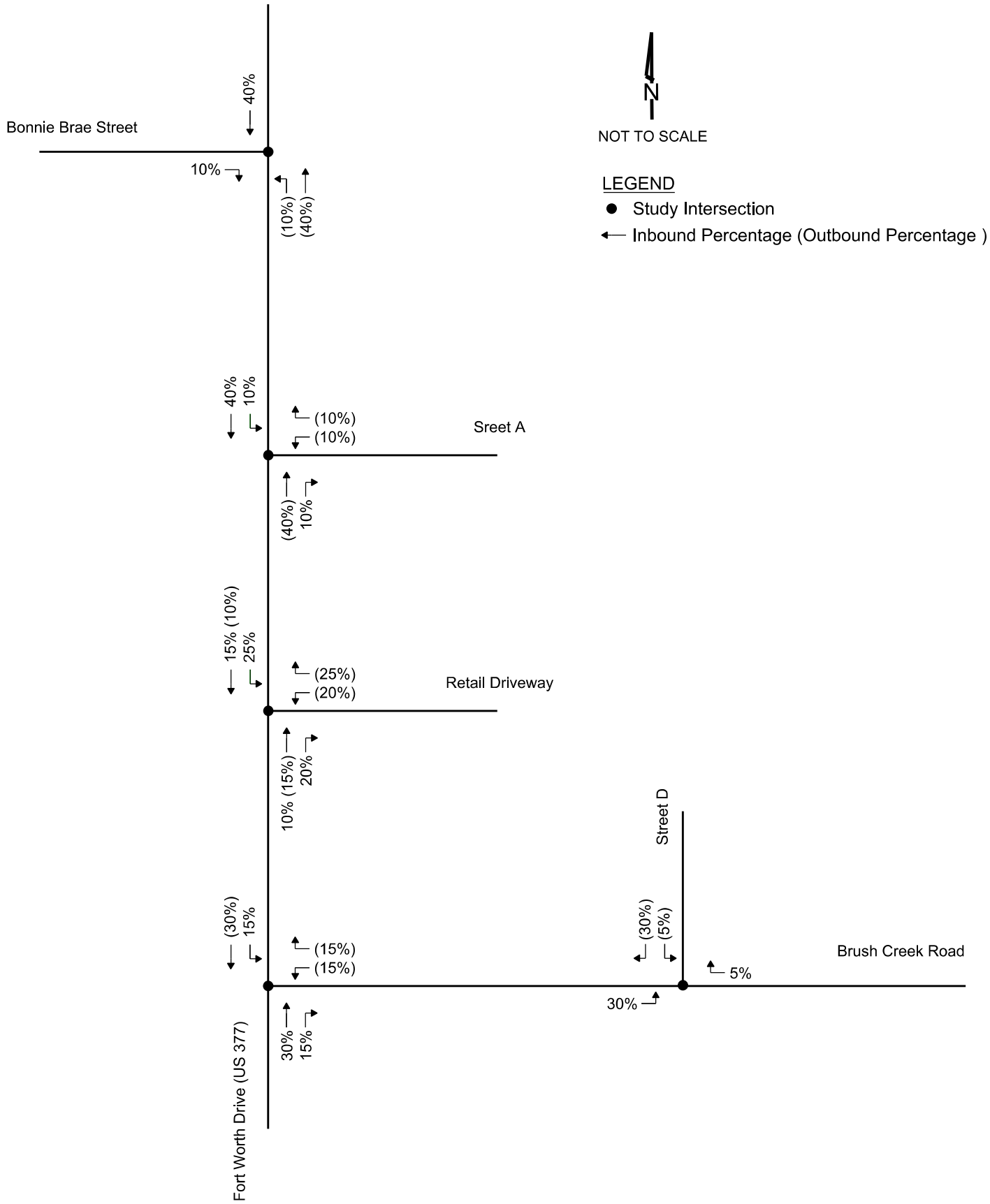
Adjusted Horizon Year (2030) Background
Peak Hour Traffic Volumes

Figure 10



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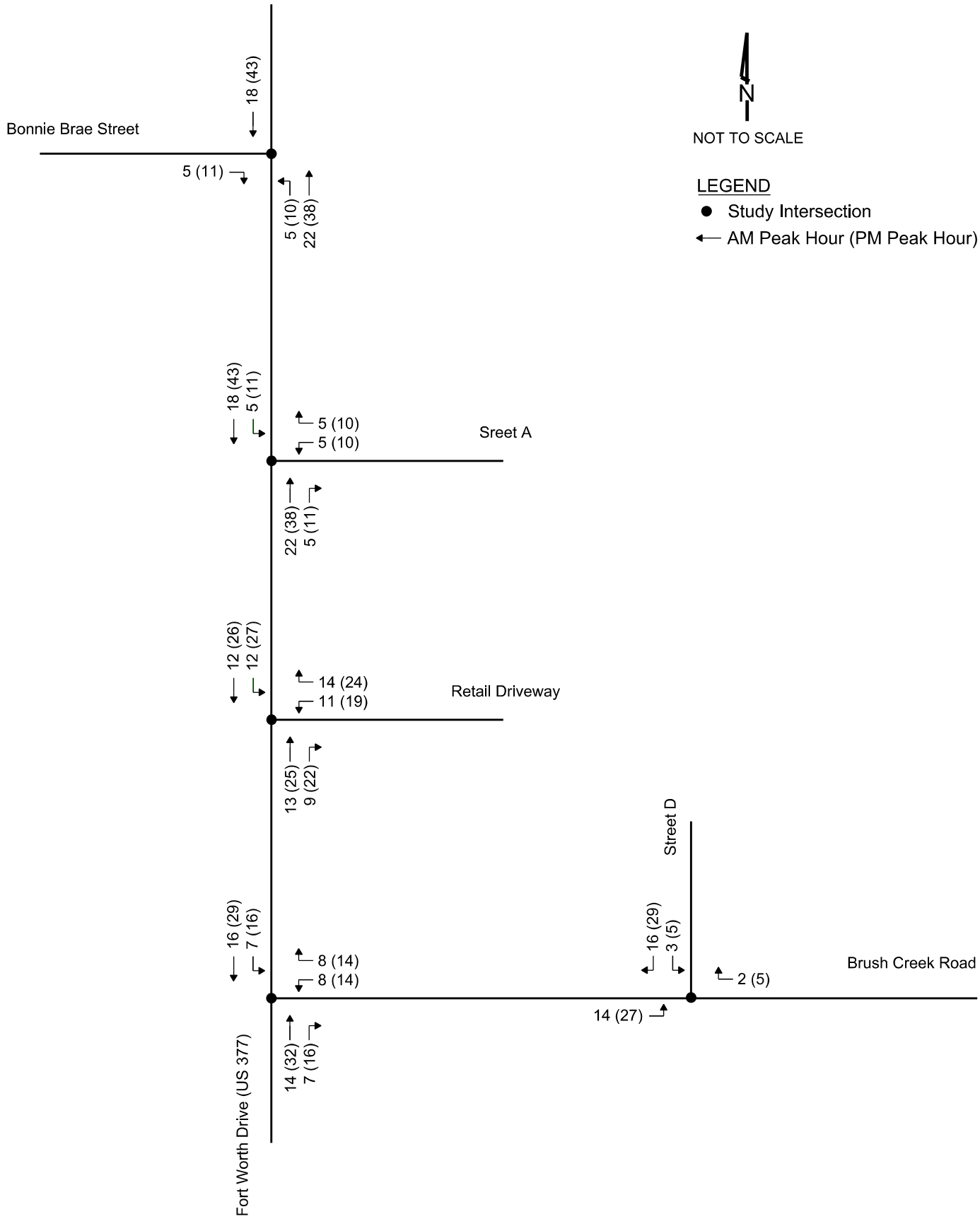
Assumed Directional Distribution

Figure 11



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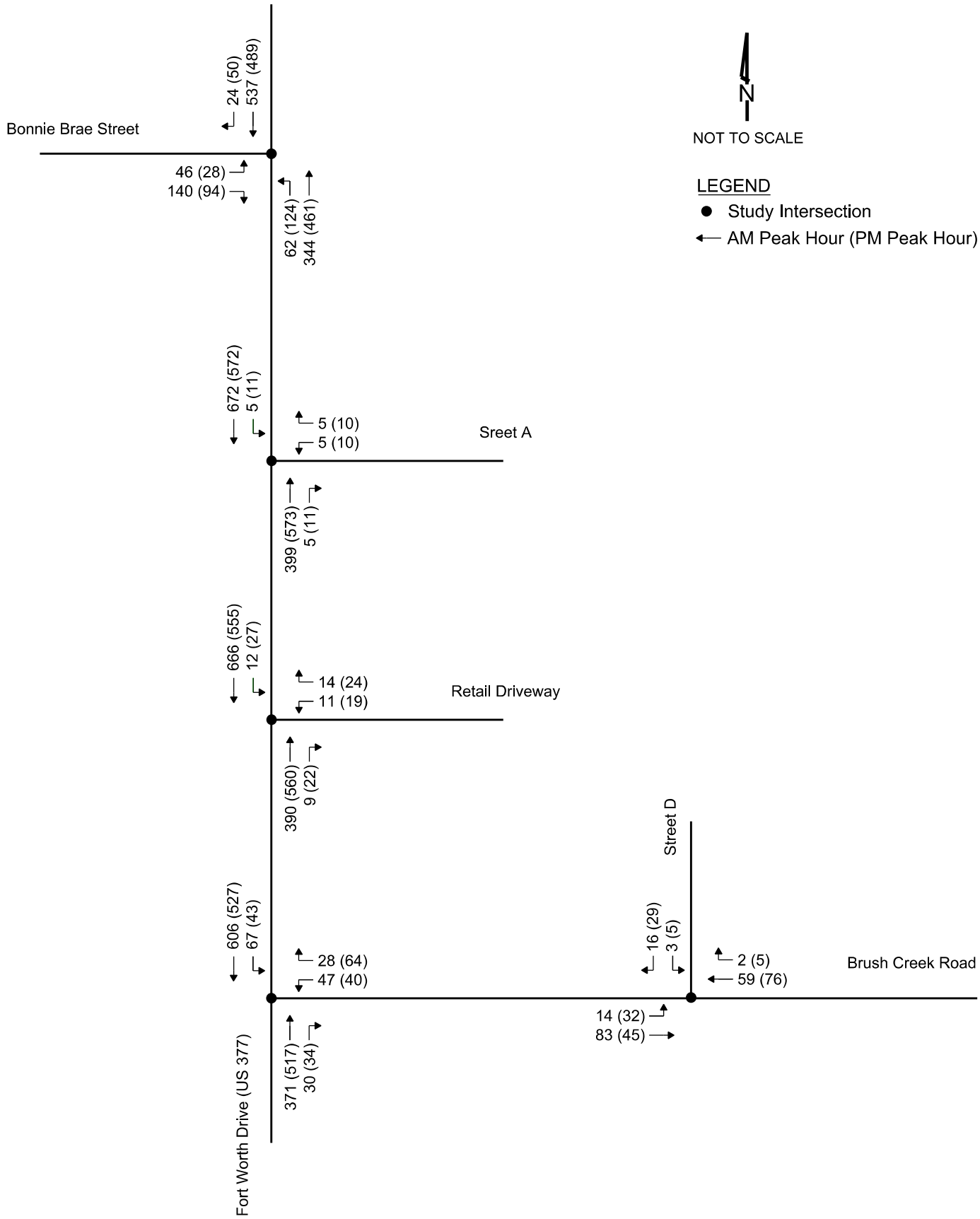
Site Generated
Peak Hour Traffic Volumes

Figure 12



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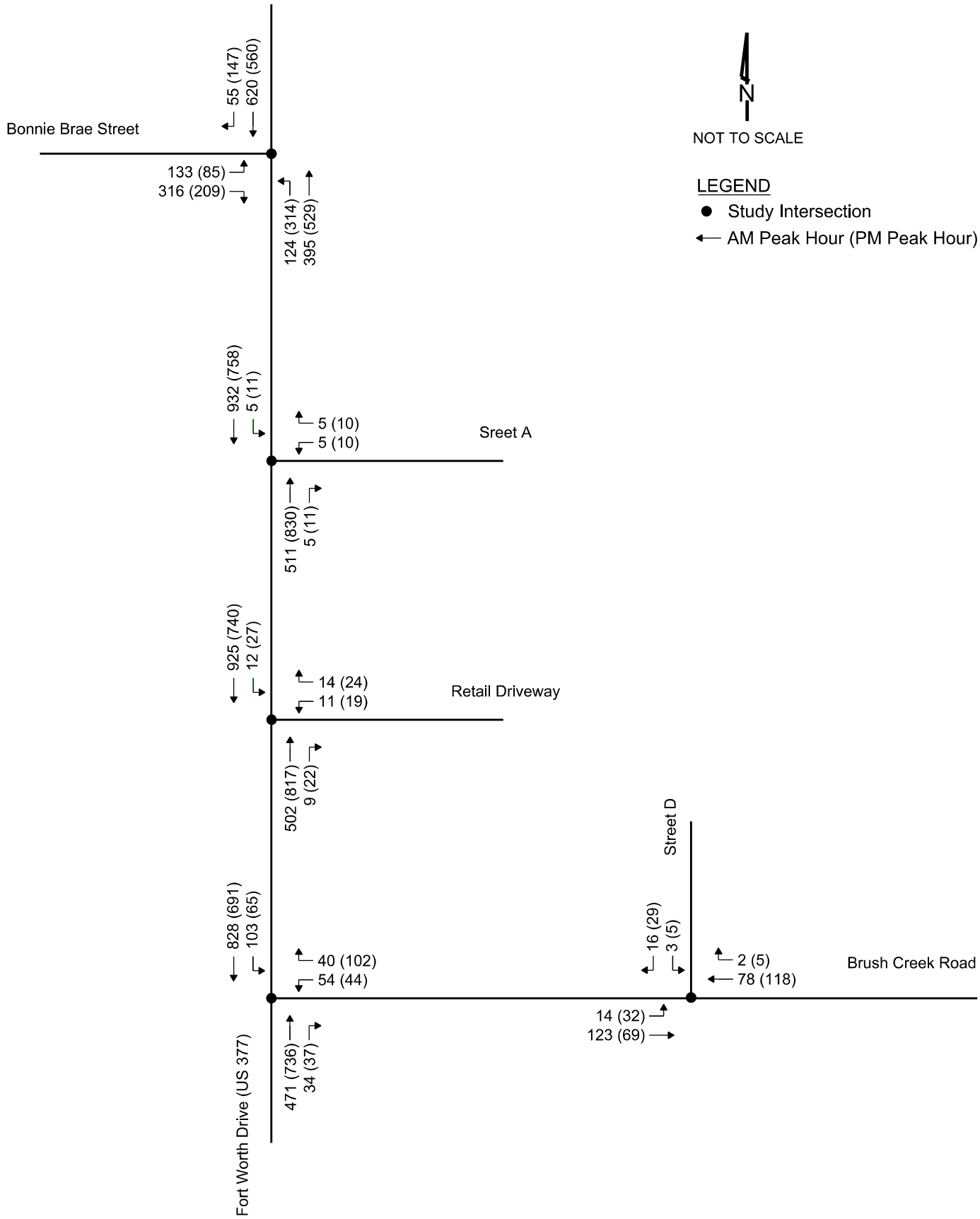
Build-out Year (2025) Total
Peak Hour Traffic Volumes

Figure 13



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Horizon Year (2030) Total
Peak Hour Traffic Volumes

Figure 14

TRAFFIC ANALYSES

Level of Service Evaluation

The Level of Service (LOS) of an intersection is a qualitative measure of capacity and operating conditions and is directly related to vehicle delay. The LOS criteria for an unsignalized intersection are shown in **Table 3**. LOS is given a letter designation from A to F, with LOS A representing very short delays (less than 10 seconds of average control delay per vehicle) and LOS F representing very long delays (more than 50 seconds of average control delay per vehicle). LOS D, ranging from 55.1 to 35.0 seconds of average control delay per vehicle, is considered the minimum acceptable condition in the City of Denton.

Capacity analyses were conducted for the study area intersections under the following analysis scenarios:

- Existing (2023) Traffic Conditions
- Build-Out Year (2025) Background Traffic Conditions
- Build-Out Year (2025) Total Traffic Conditions
- Horizon Year (2030) Background Traffic Conditions
- Horizon Year (2030) Total Traffic Conditions

The intersection capacity analyses were conducted using *Highway Capacity Manual (HCM) 6th Edition* methodologies in the *Synchro 11* traffic analysis software package. Printouts of the Synchro analysis results are provided in the Appendix. It should be noted that the HCM methodology does not provide intersection-wide delay or level of service for intersections operating under two-way stop control.

Additional performance measures such as volume to capacity (v/c) ratios and queue lengths also provide an indication of operations. For example, at two-way stop-controlled intersections, main street traffic volumes may impose longer average delays for a small number of side-street vehicles, thus creating vehicle delays which correspond to a poor level of service.

Table 3: Level of Service Criteria for Unsignalized Intersections

Level-of-Service (LOS)	Average Control Delay (seconds/vehicle)	Description
A	≤ 10.0	No delays at intersections with continuous flow of traffic. Uncongested operations: high frequency of long gaps available for all left and right turning traffic. No observable queues.
B	10.1 to 15.0	No delays at intersections with continuous flow of traffic. Uncongested operations: high frequency of long gaps available for all left and right turning traffic. No observable queues.
C	15.1 to 25.0	Moderate delays at intersections with satisfactory to good traffic flow. Light congestion; infrequent backups on critical approaches.
D	25.1 to 35.0	Increased probability of delays along every approach. Significant congestion on critical approaches, but intersection functional. No standing long lines formed.
E	35.1 to 50.0	Heavy traffic flow condition. Heavy delays probable. No available gaps for cross-street traffic or main street turning traffic. Limit of stable flow.
F	> 50.0 or v/c>1.0	Unstable traffic flow. Heavy congestion. Traffic moves in forced flow condition. Average delays greater than one minute highly probable. Total breakdown.

SOURCE: *Highway Capacity Manual, HCM (6th Edition)*, Transportation Research Board, 2016

Existing Traffic Conditions

The existing lane configurations shown in Figure 3 and the Existing (2023) traffic volumes shown in Figure 4 were used for the existing analyses. **Table 4** presents the capacity analysis results for the study intersections under existing conditions.

Table 4: Capacity Analysis Results – Existing (2023) Traffic Conditions

1: US 377 and Bonnie Brae Street (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB Left	SB
Existing (2023) Conditions	AM	--[1]	14.9 (B)[2]	--	8.7 (A)	0.0 (A)
	PM	--	12.9 (B)	--	8.4 (A)	0.0 (A)
2: US 377 and Brush Creek Road (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB	SB Left
Existing (2023) Conditions	AM	--[1]	--	20.1 (C)	0.0 (A)	8.2 (A)
	PM	--	--	15.1 (C)	0.0 (A)	8.3 (A)

[1] HCM methodology does not provide intersection-wide delay/level of service for Side-Street Stop-Controlled analysis
[2] Delay in seconds/vehicle (Level of Service)

The analysis results in Table 4 indicate the approaches and movements at the existing study area intersections operate at LOS D or better under the Existing (2023) traffic conditions.

Build-Out Year (2025) Traffic Conditions

The existing lane configurations (Figure 3) and Adjusted Build-Out Year (2025) Background traffic volumes (Figure 7) were used for the Build-Out Year (2025) background analysis. The future lane configurations (Figure 3) and Build-Out Year (2025) Total traffic volumes (Figure 13) were used for the Build-Out Year (2025) total analysis. **Table 5** presents the capacity analysis results for these conditions.

Table 5: Capacity Analysis Results – Build-Out Year (2025) Traffic Conditions

1: US 377 and Bonnie Brae Street (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB Left	SB
Build-Out (2025) Background	AM	--[1]	25.5 (D)[2]	--	9.0 (A)	0.0 (A)
	PM	--	19.9 (C)	--	8.9 (A)	0.0 (A)
Build-Out (2025) Total	AM	--	28.3 (D)	--	9.1 (A)	0.0 (A)
	PM	--	23.0 (C)	--	9.1 (A)	0.0 (A)
2: US 377 and Brush Creek Road (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB	SB Left
Build-Out (2025) Background	AM	--	--	25.1 (D)	0.0 (A)	8.4 (A)
	PM	--	--	17.6 (C)	0.0 (A)	8.6 (A)
Build-Out (2025) Total	AM	--	--	28.5 (D)	0.0 (A)	8.5 (A)
	PM	--	--	23.2 (C)	0.0 (A)	8.8 (A)
3: US 377 and Street A (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB	SB Left
Build-Out (2025) Total	AM	--	--	16.9 (C)	0.0 (A)	8.2 (A)
	PM	--	--	19.9 (C)	0.0 (A)	8.8 (A)
4: Brush Creek Road and Street D (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB Left	WB	NB	SB
Build-Out (2025) Total	AM	--	7.4 (A)	0.0 (A)	--	8.8 (A)
	PM	--	7.4 (A)	0.0 (A)	--	9.0 (A)
5: US 377 and Proposed Retail Driveway (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB	SB Left
Build-Out (2025) Total	AM	--	--	18.5 (C)	0.0 (A)	8.2 (A)
	PM	--	--	23.3 (C)	0.0 (A)	8.9 (A)

[1] HCM methodology does not provide intersection-wide delay/level of service for Side-Street Stop-Controlled analysis
[2] Delay in seconds/vehicle (Level of Service)

The analysis results in Table 5 indicate the approaches and movements at the existing study area intersections are predicted to operate at LOS D or better under the Build-Out Year (2025) traffic conditions.

Horizon Year (2030) Traffic Conditions

The existing lane configurations (Figure 3) and Adjusted Horizon Year (2030) Background traffic volumes (Figure 10) were used for the Horizon Year (2030) background analysis. The future lane configurations (Figure 3) and the Horizon Year (2030) Total traffic volumes (Figure 14) were used for the Horizon Year (2030) total analyses. **Table 6** presents the capacity analysis results for these conditions. Shaded cells in this table indicate approaches predicted to operate at LOS beyond D.

Table 6: Capacity Analysis Results – Horizon Year (2030) Traffic Conditions

1: US 377 and Bonnie Brae Street (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB Left	SB
Horizon (2030) Background	AM	--[1]	>300 (F)[2] *v/c = 2.01* [37]	--	9.9 (A)	0.0 (A)
	PM	--	>300 (F) *v/c = 2.57* [27]	--	11.2 (B)	0.0 (A)
Horizon (2030) Total	AM	--	>300 (F) *v/c = 2.17* [39]	--	10.0 (B)	0.0 (A)
	PM	--	>300 (F) *v/c = 3.29* [31]	--	11.7 (B)	0.0 (A)
2: US 377 and Brush Creek Road (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB	SB Left
Horizon (2030) Background	AM	--	--	72.3 (F), *v/c = 0.65* [4]	0.0 (A)	8.9 (A)
	PM	--	--	35.4 (E), *v/c = 0.52* [3]	0.0 (A)	9.5 (A)
Horizon (2030) Total	AM	--	--	109.3 (F), *v/c = 0.84* [6]	0.0 (A)	9.1 (A)
	PM	--	--	73.9 (F), *v/c = 0.81* [6]	0.0 (A)	9.9 (A)
3: US 377 and Street A (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB	SB Left
Horizon (2030) Total	AM	--	--	24.7 (C)	0.0 (A)	8.6 (A)
	PM	--	--	34.9 (D)	0.0 (A)	9.9 (A)
4: Brush Creek Road and Street D (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB Left	WB	NB	SB
Horizon (2030) Total	AM	--	7.4 (A)	0.0 (A)	--	9.0 (A)
	PM	--	7.5 (A)	0.0 (A)	--	9.2 (A)
5: US 377 and Proposed Retail Driveway (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection[2]	EB	WB	NB	SB Left
Horizon (2030) Total	AM	--	--	24.9 (C)	0.0 (A)	8.6 (A)
	PM	--	--	40.5 (E), *v/c = 0.32* [2]	0.0 (A)	10.0 (B)

[1] HCM methodology does not provide intersection-wide delay/level of service for Side-Street Stop-Controlled analysis
[2] Delay in seconds/vehicle (Level of Service)

The following observations are made based on the results in Table 6:

- The eastbound approach of Bonnie Brae Street at US 377 is predicted to operate at LOS F under the Horizon Year (2030) traffic conditions with or without the site traffic.
- The westbound approach of Brush Creek Road at US 377 is predicted to operate at LOS E or LOS F under the Horizon Year (2030) traffic conditions with or without the site traffic. However, the projected volume-to-capacity ratio indicates that the projected volume is not predicted to exceed the available capacity.
- The westbound approach of Retail Driveway at US 377 is predicted to operate at LOS E under the Horizon Year (2030) Total traffic conditions. However, the projected volume-to-capacity ratio indicates that the projected volume is not predicted to exceed the available capacity.
- The approaches and movements at the other site access intersections are predicted to operate at LOS D or better under Horizon Year (2030) Total conditions.

Horizon Year (2030) Total Traffic Conditions - Mitigations

The following improvements are identified to improve operations by the Horizon Year (2030). However, these potential improvements should be considered when the retail component is built-out:

1) US 377 and Bonnie Brae Street
    - Install an eastbound left turn lane
    - Install a southbound right turn lane
    - Install a northbound left turn lane
    - Signalize the intersection
2) US 377 and Brush Creek Road
    - Install a southbound left turn lane
    - Install a westbound right turn lane
3) US 377 at Proposed Retail Driveway
    - Install a westbound right turn lane
    - Install a southbound left turn lane (Although a southbound left turn lane is not required to mitigate operations, it was assumed in the mitigation analysis, based on the left turn deceleration lane analysis and discussion in the next section.)

Table 7 presents the capacity analysis results for these conditions. Shaded cells indicate LOS beyond D.

Table 7: Capacity Analysis Results – Horizon Year (2030) Total Traffic Conditions - Mitigations

1: US 377 and Bonnie Brae Street (Signalized)						
Scenario	Peak Hour	Intersection	EB	WB	NB Left	SB
Horizon (2030) Total	AM	19.3 (B)	20.5 (C)	--	8.7 (A)	26.6 (C)
	PM	17.9 (B)	16.5 (B)	--	15.0 (B)	22.1 (C)
2: US 377 and Brush Creek Road (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB	SB Left
Horizon (2030) Total	AM	--	--	63.0 (F), *v/c = 0.66* [4]	0.0 (A)	9.1 (A)
	PM	--	--	35.3 (E), *v/c = 0.49* [3]	0.0 (A)	9.9 (A)
5: US 377 and Proposed Retail Driveway (Side-Street Stop-Controlled)						
Scenario	Peak Hour	Intersection	EB	WB	NB	SB Left
Horizon (2030) Total	AM	--	--	23.8 (C)	0.0 (A)	8.6 (A)
	PM	--	--	34.6 (D)	0.0 (A)	10.0 (B)

[1] Delay in seconds/vehicle (Level of Service)
[2] HCM methodology does not provide intersection-wide delay/level of service for Side-Street Stop-Controlled analysis

The following observations are made based on the results in Table 7:

- The intersection of Bonnie Brae Street at US 377 is predicted to operate at LOS D or better under the Horizon Year (2030) Total traffic conditions with the proposed mitigations identified. However, based on direction provided in a 4/18/23 email from City staff, "As Bonnie Brae will ultimately be closed when Brush Creek/Hickory Creek is extended to the west, signalization is not a viable mitigation" and "any mitigation measures that require new construction may not be feasible."
- The westbound approach of Brush Creek Road at US 377 is predicted to operate at LOS beyond D during the AM and PM peak hours of the Horizon Year (2030) Total traffic conditions. However, <u>the delays during the AM and PM peak hours with these improvements in place are predicted to be lower than the delays under Horizon Year (2030) Background conditions (without the site traffic) in Table 6.</u>
- The westbound approach of Retail Driveway at US 377 is predicted to operate at LOS D or better under the Horizon Year (2030) Total traffic conditions with the proposed mitigations.

ACCESS MANAGEMENT ANALYSIS

As part of this study, access management analysis was performed to consider the need for deceleration lanes created by the projected site traffic at the existing site driveways.

Right Turn Deceleration Lane Analysis

The site driveways for the proposed development were analyzed to determine the need for right turn deceleration lanes. Guidelines in TxDOT's *Access Management Manual* state that for roadways with a posted limit greater than 45 mph (posted speed limit on US 77 = 55 mph), a right turn deceleration lane should be considered when peak right turn volumes are greater than 50 vehicles per hour.

Table 1.4.3.2 of the Denton *Transportation Criteria Manual* states that for roadways with a posted speed limit less than 45 mph (posted speed limit on Brush Creek Road = 30 mph), a right turn deceleration lane should be provided when peak right turn volumes are greater than 60 vehicles per hour. **Table 8** summarizes the projected right turn volumes for the site access connections to US 377 and Brush Creek Road under Horizon Year (2030) Total traffic conditions. Right turn deceleration lanes are not warranted at the site driveways.

Table 8: Right Turn Deceleration Lane Analysis Results

Intersection	Approach	Speed Limit (mph)	Threshold (vph)	Volume (vph) AM (PM)	Exceeds Threshold? AM (PM)
Street A at US 377	NB	55	50	5 (11)	NO (NO)
Retail Driveway at US 377	NB	55	50	9 (22)	NO (NO)
Street D at Brush Creek Rd	WB	30	60	2 (5)	NO (NO)

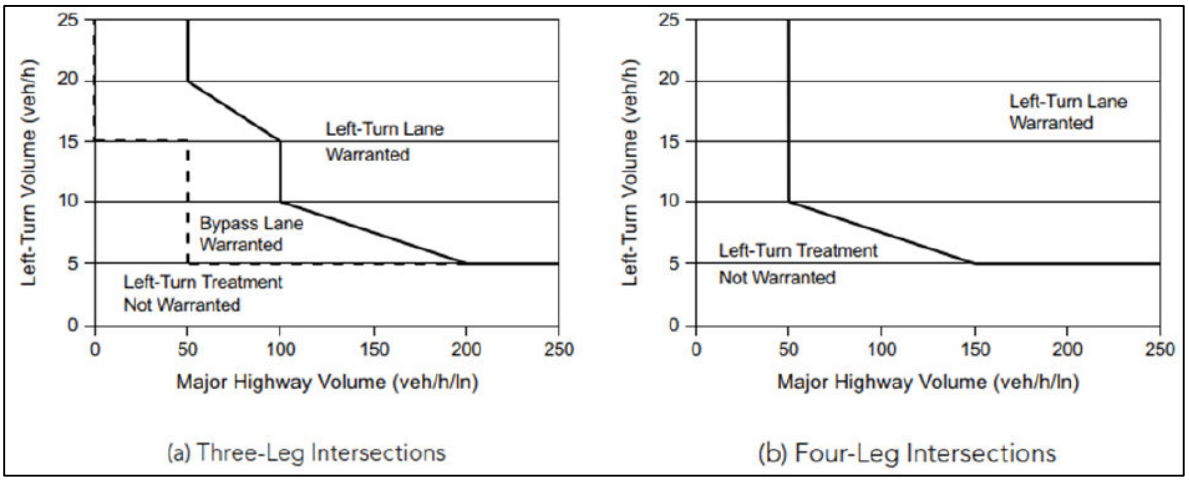
Left Turn Deceleration Lane Analysis

The southbound left turn volumes at the site driveways were analyzed to determine the necessity of left turn deceleration lanes. The analysis was performed based on the peak hour traffic volumes under Horizon Year (2030) Total traffic conditions (Figure 13). Left turn deceleration lane guidelines for two-lane undivided rural roadways are provided in TxDOT's *Roadway Design Manual* and presented in **Figure 15**.

Table 1.4.3.1 of the Denton *Transportation Criteria Manual* presents similar volume-based criteria for when to provide a left turn deceleration lane on City arterials and collectors.

Table 9 presents the left turn deceleration lane analysis results for the site access points during the AM and PM peak hours under Horizon Year (2030) Total traffic conditions. Based on the results shown in this table, the traffic characteristics at the two (2) site access connections on US 377 exceed TxDOT's warranting guidelines for the consideration of a left turn deceleration lane. The traffic characteristics on Brush Creek Road at Street D do not exceed the City's criteria for the installation of an eastbound left turn deceleration lane.

Figure 15: Guidelines for Left Turn Lanes on Two-Lane Highways



Source: Figure 3-8, TxDOT Roadway Design Manual

Table 9: Left Turn Deceleration Lane Analysis Results

Access Point	Peak	Left-Turn Volume (veh/hr)	Major Road Volume		Guidelines For Left-Turn Lane	Guidelines for Bypass Lane	Guidelines Met or Exceeded?
			Total (veh/hr)	Per Lane (veh/hr/lane)			
Street A at US 377 (SB)	AM Peak	5	1453	727	200	50	Yes (Left Turn Lane)
	PM Peak	11	1610	805	100	<50	Yes (Left Turn Lane)
Retail Driveway at US 377 (SB)	AM Peak	12	1448	724	100	<50	Yes (Left Turn Lane)
	PM Peak	27	1606	803	50	<50	Yes (Left Turn Lane)
Street D at Brush Creek Road[1] (EB)	AM Peak	14	217	109	250	N/A	No
	PM Peak	32	224	112	150	N/A	No

[1] Based on Table 1.4.3.1 of the Denton Transportation Criteria Manual

Based on Table 3-12 of TxDOT's *Roadway Design Manual* for two-lane rural highways (US 377), the deceleration lane along US 377 (55 mph speed limit) should be 605 feet long (100 feet storage + 505 feet deceleration). *Highway Capacity Manual* analysis results indicated 95th percentile queues of one (1) vehicle at these locations, so the 100-foot minimum storage proposed is predicted to accommodate the left turning vehicles at these locations. Based on the proposed driveway locations, a 605-foot long deceleration lane is not possible. Therefore, this study recommends obtaining a variance from TxDOT for shorter left turn deceleration lanes or providing a Two-Way Left Turn Lane (TWLTL) between Bonnie Brae Street and Brush Creek Road along US 377, if a variance is not provided. While a shorter deceleration lane will not provide the intended space for deceleration outside the through lanes, it will provide some dedicated space for deceleration and also separates left turn vehicles from through vehicles while waiting for gaps in opposing traffic to make a left turn maneuver.

Driveway Spacing Evaluation

Until otherwise specified, all the access spacing dimensions used in this analysis are based on the dimensions provided in the site plan.

According to the City of Denton's *Transportation Design Criteria Manual Table 1.4.5.1*, required intersection spacing is determined based on the classification of the roadway. Brush Creek Road is classified as a Primary Arterial in the 2022 Denton Thoroughfare Plan. The required minimum intersection spacing for a residential street intersection on a Primary Arterial is 400 feet. The proposed Street D on Brush Creek Road is proposed to be located more than 500 feet east of the US 377 and Brush Creek Road intersection and will exceed the City's spacing requirement.

The proposed Street D on Brush Creek Road is proposed to be located approximately 650 feet west of an existing driveway and will exceed the City's spacing requirement.

In TxDOT's *Access Management Manual*, required access point spacing on TxDOT roadways is determined based on the posted speed limit of the roadway. For a roadway with a posted speed greater than 50 mph, such as US 377, the minimum spacing between access points is 425 feet.

Street A is planned to be located approximately 380 feet south of a private driveway which is approximately 10% below TxDOT's threshold and a variance for the location of Street A will need to be requested and obtained from TxDOT. The private driveway to the north serves a land use that is not predicted to generate high traffic volumes or long northbound right turn queues to cause queue interactions between two driveways. Therefore, a variance for the location of Street A should be granted by TxDOT.

Based on the initial site plan, the proposed Retail Driveway is planned to be located approximately 425 feet north of Brush Creek Road. However, based on the capacity analysis results, this study recommended two outbound lanes for this driveway. With two outbound lanes, the proposed Retail Driveway is planned to be located approximately 410 feet north of Brush Creek Road and is only 15 feet (5%) below TxDOT's required spacing requirement. Therefore, a variance for the location of the proposed Retail Driveway will need to be requested and obtained from TxDOT. Since the spacing is slightly less than required (5%), a variance for the location of the proposed Retail Driveway should be granted.

If one or both of the variances for the access locations are not granted, the developer will be obligated to shift access locations to meet published full spacing requirements. If the number of driveways changes, a revised TIA may be required in the future.

Intersection Sight Distance

As part of this traffic analysis, the available and required sight distances for motorists accessing the adjacent roadways from the proposed site access driveways were analyzed. The sight distance required at the proposed driveway was estimated using the procedures developed by the American Association of State Highway and Transportation Officials (AASHTO) and published in the 2018

edition of *A Policy on Geometric Design of Highways and Streets*. At these locations, the motorist should be able to see if and when adequate gaps exist to perform their desired maneuver.

Table 10 presents the required and available intersection sight distances for vehicles exiting the proposed site driveways.

Table 10: Sight Distance Analysis for Proposed Site Driveways

Major Roadway	US 377		Brush Creek Road
Posted Speed Limit	55 mph		30 mph
Minor Roadway	Street A	Proposed Retail Driveway	Street D
Design Vehicle	Passenger Car		
Intersection Sight Distance	610’		335’
Available Sight Distance to the Left	>1,000’	>1,000’	~900’
Available Sight Distance to the Right	>1,000’	>1,000’	~520’
Sight Distance Available > Desirable			
To the Left	YES	YES	YES
To the Right	YES	YES	YES

The field investigation results of the available sight distance indicate that the available sight distance is predicted to meet/exceed the intersection sight distances at the proposed site driveways on US 377 and Brush Creek Road.

Side Path (sidewalk) Discussion

As part of this development, a sidewalk will be provided along the site frontage on Brush Creek Road. Additionally, the development will also provide a side path (sidewalk) on Streets A, B, C, and D (public roadways internal to the site).

CONCLUSIONS & RECOMMENDATIONS

Based on the analysis of the proposed site plan and characteristics of the proposed Brush Creek development, the following **conclusions** can be made:

- The proposed development is expected to generate 1,922 daily trips, with 100 trips during the AM peak hour and 203 trips during the PM peak hour.

Existing (2023) Conditions

- The stop-controlled approaches and movements at the existing study area intersections operate at LOS D or better under the Existing (2023) traffic conditions.

Build-Out Year (2025) Conditions

- The stop-controlled approaches and movements at the existing study area intersections are predicted to operate at LOS D or better under the Build-Out Year (2025) traffic conditions.

Horizon Year (2030) Conditions

- The eastbound approach of Bonnie Brae Street at US 377 is predicted to operate at LOS beyond D under the Horizon Year (2030) traffic conditions with or without the site traffic.
- The westbound approach of Brush Creek Road at US 377 is predicted to operate at LOS beyond D under the Horizon Year (2030) traffic conditions with or without the site traffic. However, the projected volume-to-capacity ratio indicates that the projected volume is not predicted to exceed the available capacity.
- The westbound approach of Retail Driveway at US 377 is predicted to operate at LOS beyond D during the PM peak hour of Horizon Year (2030) traffic conditions. However, the projected volume-to-capacity ratio indicates that the projected volume is not predicted to exceed the available capacity.
- The approaches and movements at the other site access intersections are predicted to operate at LOS D or better under Horizon Year (2030) Total conditions.

The following improvements are identified to improve operations by the Horizon Year (2030). However, these potential improvements should be considered when the retail component is built-out:

1) US 377 and Bonnie Brae Street
   As Bonnie Brae will ultimately be closed when Brush Creek/Hickory Creek is extended to the west, signalization is not a viable mitigation. In fact, based on the proposed timeline of the City of Denton CIP project for Brush Creek/Hickory Creek (currently slated for the 2026 Bond Election), any mitigation measure that requires new construction may not be feasible.
   - Install an eastbound left turn lane
   - Install a southbound right turn lane

- Install a northbound left turn lane
- Signalize the intersection

None of these improvements are recommended due to the proposed Brush Creek/Hickory Creek improvements, which would result in the closure of Bonnie Brae Street at US 377.

2) US 377 and Brush Creek Road
   - Install a southbound left turn lane
   - Install a westbound right turn lane
3) US 377 at Proposed Retail Driveway
   - Install a westbound right turn lane
   - Install a southbound left turn lane (Although a southbound left turn lane is not required to mitigate operations, it was assumed in the mitigation analysis, based on the left turn deceleration lane analysis.)

Horizon Year (2030) Total Conditions with Mitigations

- The intersection of Bonnie Brae Street at US 377 is predicted to operate at LOS D or better under the Horizon Year (2030) Total traffic conditions with the proposed mitigations identified. However, based on direction provided in a 4/18/23 email from City staff, "As Bonnie Brae will ultimately be closed when Brush Creek/Hickory Creek is extended to the west, signalization is not a viable mitigation" and "any mitigation measures that require new construction may not be feasible."
- The westbound approach of Brush Creek Road at US 377 is predicted to operate at LOS beyond D during the AM and PM peak hours of the Horizon Year (2030) Total traffic conditions. However, the delays during the AM and PM peak hours with these improvements in place are predicted to be lower than the delays under Horizon Year (2030) Background conditions (without the site traffic).
- The westbound approach of Retail Driveway at US 377 is predicted to operate at LOS D or better under the Horizon Year (2030) Total traffic conditions with the proposed mitigations.

Access Management Analyses

- TxDOT's threshold volumes for considering right turn deceleration lanes at the site access locations on US 377 are not met. City of Denton threshold volumes for providing right turn deceleration lanes on Brush Creek Road are also not met. Therefore, northbound right turn deceleration lanes along US 377 and a westbound right turn deceleration lane along Brush Creek Road are not warranted at the proposed site driveways.

- Left turn lanes are warranted based on TxDOT criteria at the future driveway intersections along US 377. Based on the capacity analysis results, a southbound left turn deceleration late is warranted along US 377 at Brush Creek Road under the Horizon Year total traffic conditions. Traffic characteristics at the Brush Creek Road and Street D intersection do not exceed City of Denton criteria for the installation of an eastbound left turn lane.

- Based on Table 3-12 of TxDOT's *Roadway Design Manual* for two-lane rural highways (US 377), the deceleration lane along US 377 (55 mph speed limit) should be 605 feet long (100 feet storage + 505 feet deceleration). *Highway Capacity Manual* analysis results indicated 95th percentile queues of one (1) vehicle at these locations, so the 100-foot minimum storage proposed is predicted to accommodate the left turning vehicles at these locations. Based on the proposed driveway locations, a 605-foot long deceleration lane is not possible. Therefore, this study recommends obtaining a variance from TxDOT for shorter left turn deceleration lanes or providing a Two-Way Left Turn Lane (TWLTL) between Bonnie Brae Street and Brush Creek Road along US 377, if a variance is not provided.

- The proposed Street D on Brush Creek Road meets the City's access spacing requirements.

- Street A is planned to be located approximately 380 feet south of a private driveway which is approximately 10% below TxDOT's threshold and a variance for the location of Street A will need to be requested and obtained from TxDOT. The private driveway to the north serves a land use that is not predicted to generate high traffic volumes or long northbound right turn queues to cause queue interactions between two driveways. Therefore, a variance for the location of Street A should be granted by TxDOT.

- The proposed Retail Driveway is planned to be located approximately 410 feet north of Brush Creek Road and is only 15 feet (5%) below TxDOT's required spacing requirement. Therefore, a variance will need to be requested and obtained from TxDOT. Since the spacing is slightly less than required (5%), the variance for the location of the proposed Retail Driveway should be granted.

- If one or both of the variances for the access locations are not granted, the developer will be obligated to shift access locations to meet published full spacing requirements. If the number of driveways changes, a revised TIA may be required in the future.

- Adequate sight distance is available for the vehicles exiting from the proposed site driveways on US 377 and Brush Creek Road.

Side Path (sidewalk) Discussion

- As part of this development, a sidewalk will be provided along the site frontage on Brush Creek Road. Additionally, the development will also provide a side path (sidewalk) on Streets A, B, C, and D (public roadways internal to the site).

Recommendations:

The following improvements are recommended to improve the operations by the Horizon Year (2030).

This improvement should be constructed when the residential component is built-out:

1) US 377 at Street A
    - Install a southbound left turn lane

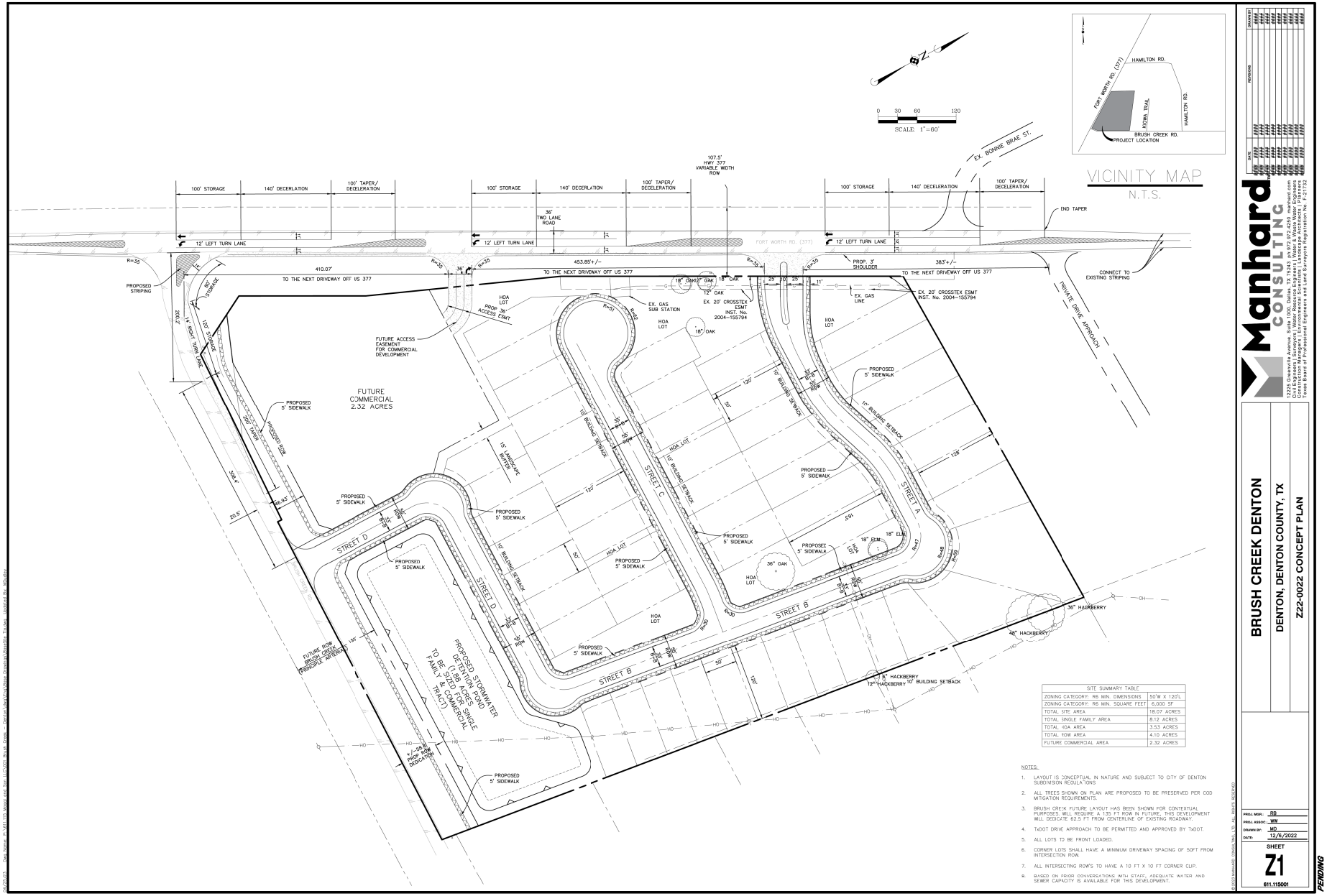
The following improvements should be constructed when the retail component is built-out:

2) US 377 at Retail Driveway
    - Install a southbound left turn lane
    - Install a westbound right turn lane
3) US 377 and Brush Creek Road
    - Install a southbound left turn lane
    - Install a westbound right turn lane

An updated Site Plan incorporating the proposed recommendations identified above is provided in **Figure 16**.

LIST OF VARIANCES

1) Access spacing variance is needed for Street A, and this study recommends granting the variance.
2) Access spacing variance is needed for the proposed Retail Driveway, and this study recommends granting the variance.
3) A variance for the reduced deceleration lengths of the southbound left turn lanes (minimum storage and taper lengths are proposed to be provided) is needed for the proposed left turn lanes along US 377 at Street A, Retail Driveway and Brush Creek Road. This study recommends granting this variance or providing a Two-Way Left Turn Lane (TWLTL) between Bonnie Brae Street and Brush Creek Road along US 377, if a variance is not provided.



SITE SUMMARY TABLE	
ZONING CATEGORY: R6 MIN. DIMENSIONS	50'W X 120'L
ZONING CATEGORY: R6 MIN. SQUARE FEET	6,000 SF
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TOTAL SINGLE FAMILY AREA	8.12 ACRES
TOTAL HOA AREA	3.53 ACRES
TOTAL ROW AREA	4.10 ACRES
FUTURE COMMERCIAL AREA	2.32 ACRES

NOTES:

1. LAYOUT IS CONCEPTUAL IN NATURE AND SUBJECT TO CITY OF DENTON SUBDIVISION REGULATIONS
2. ALL TREES SHOWN ON PLAN ARE PROPOSED TO BE PRESERVED PER COD MITIGATION REQUIREMENTS.
3. BRUSH CREEK FUTURE LAYOUT HAS BEEN SHOWN FOR CONTEXTUAL PURPOSES. WILL REQUIRE A 135 FT ROW IN FUTURE, THIS DEVELOPMENT WILL DEDICATE 62.5 FT FROM CENTERLINE OF EXISTING ROADWAY.
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5. ALL LOTS TO BE FRONT LOADED.
6. CORNER LOTS SHALL HAVE A MINIMUM DRIVEWAY SPACING OF 50FT FROM INTERSECTION ROW.
7. ALL INTERSECTING ROW'S TO HAVE A 10 FT X 10 FT CORNER CUP.
8. BASED ON PRIOR CONVERSATIONS WITH STAFF, ADEQUATE WATER AND SEWER CAPACITY IS AVAILABLE FOR THIS DEVELOPMENT.

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph.972.972.4250 manhard.com
Civil Engineers / Land Surveyors / Water Resource Engineers / Water & Wastewater Engineers
Construction Managers / Environmental Scientists / Landscape Architects / Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21752

BRUSH CREEK DENTON
DENTON, DENTON COUNTY, TX
Z22-0022 CONCEPT PLAN

PROJ. MGR.: RB
PROJ. ASSOC.: MW
DRAWN BY: MD
DATE: 12/6/2022
SHEET Z1
611.115001

PENDING

© 2022 MANHARD CONSULTING, LTD. ALL RIGHTS RESERVED

LEE ENGINEERING
3030 LBJ FREEWAY, SUITE 1660
DALLAS, TX 75234
PHONE: 972-248-3006
TBPE FIRM NO. F-450

Updated Site Plan
(With Mitigations)

Figure 16

APPENDIX

Kelly Parma

From: Kelly Parma
Sent: Wednesday, December 28, 2022 3:14 PM
To: Maldonado, Karina; Reece Bierhalter
Cc: Brian Bridgewater; Manglaris, Angela; Reynolds, Michelle
Subject: RE: Z22-0022 [Filed 28 Dec 2022 15:14]
Attachments: Z22-0022 Brush Creek Development - Draft TIA Scope.pdf; ZONING CONCEPT PLAN.pdf; Z22-0022 Brush Creek Development.kmz

Karina,

Based on our conversation this morning, I have attached the TIA Scoping Document for the Brush Creek development using the checklist you provided. A Concept Plan and Google Earth file is also attached, which can be found online here: https://www.google.com/maps/d/edit?mid=1Wn0tNb4YRe3VMjJP2uz3-IZW3olnmCY&usp=sharing

The highlighted text in the Scoping Document represents questions I had for the City. The TIA scope closely matches that of the TIA for the previous development on this site, which included 352 multifamily dwelling units and 42,000 square feet of retail. The previous development on this site would generate 2-3 times more peak hour trips than the proposed Brush Creek development.

Please review and let me know if you have any questions and the City's availability to meet. I am available the rest of this week and next week except Thursday (1/5) morning and Friday (1/6) morning.
Thanks,
Kelly

Kelly D. Parma, P.E., PTOE
Lee Engineering, LLC
(972) 456-9033 direct
(214) 405-2771 mobile

From: Maldonado, Karina <Karina.Maldonado@cityofdenton.com>
Sent: Thursday, December 15, 2022 8:24 AM
To: Reece Bierhalter <rbierhalter@manhard.com>
Cc: Brian Bridgewater <bbridgewater@manhard.com>; Kelly Parma <kparma@lee-eng.com>; Manglaris, Angela <Angela.Manglaris@cityofdenton.com>; Reynolds, Michelle <Michelle.Reynolds@cityofdenton.com>
Subject: RE: Z22-0022 [Filed 15 Dec 2022 08:32]

Reece, as a general policy, we do not review email submittals out of cycle or during a review unless a special exemption was granted by your project manager or the Director based upon an agreed upon schedule. I've copied your project manager to make the determination since official comments will be returned to you today from all reviewers.

I (informally) reviewed the document at a glance and it appears to have what I need. Based on the trip generation of the existing zoning and increased trips with the proposed zoning change, a TIA will be required at this stage. This will be reflected in my second review once this document is formally submitted unless your PM is willing to accept this document now.

Karina E Maldonado, AICP Candidate
Transportation Planner
Department of Development Services, Planning Division

Brush Creek Development
TIA Scoping Meeting

Project Description

The proposed Brush Creek development will include 15.37 acres of R6 residential zoning and 2.32 acres of Suburban Corridor (retail) zoning. This development will be located northeast of the intersection of Fort Worth Drive (US 377) and Brush Creek Road. The site location and study area can be seen using the link below:
https://www.google.com/maps/d/edit?mid=1Wn0tNb4YRe3VMjJP2uz3-IZW3olnmCY&usp=sharing
A preliminary Site Layout is attached.

Trip Generation

The estimated trip generation for the Brush Creek development is summarized below and was presented in a Trip Generation Memo dated December 6. For the Suburban Corridor zoning (2.32 acres), a Floor-to-Area Ratio (FAR) of 0.25 was used for estimating the amount of retail for this development (approximately 25,300 ft^2).

Table 1: Estimated Trip Generation for the Brush Creek Development

Trips Generated										
Land Use	Size	Daily								
		Total	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit
Single-Family Detached Housing	51 Dwelling Units	544	272	272	40	10	30	53	33	20
Strip Retail Plaza	25,300 ft^2	1,378	689	689	60	36	24	150	75	75
	Total Trips	**1,922**	**961**	**961**	**100**	**46**	**54**	**203**	**108**	**95**

Analysis Category

- Between 100 - 500 total peak hour trips – Category II Analysis required
- Analysis Periods: (weekday AM & PM peak hours)
  - Existing Year
  - Opening Year/Full Build-Out
  - Horizon Year (5 years after Full Buikld-Out)
- Minimum Study Area
  - All site access drives
  - All signalized and/or major unsignalized intersections within a 0.5 to 1-mile radius

Study Intersections

Signalized Intersections

- None

Major (Arterial/Arterial, Arterial/Collector) Unsignalized Intersections

- Bonnie Brae Street @ Fort Worth Drive (US 377)
- Brush Creek Road @ Fort Worth Drive (US 377)
- Two (2) site driveways – One on both adjacent roadways (US 377 & Brush Creek Road)

Brush Creek Development
TIA Scoping Meeting

Known Existing Traffic Issues

Existing/Planned CIP, congestion, new traffic signal, safety concerns (Safety Assessment) etc.)

- Brush Creek Road extension west of US 377
- Brush Creek Road widening(?)

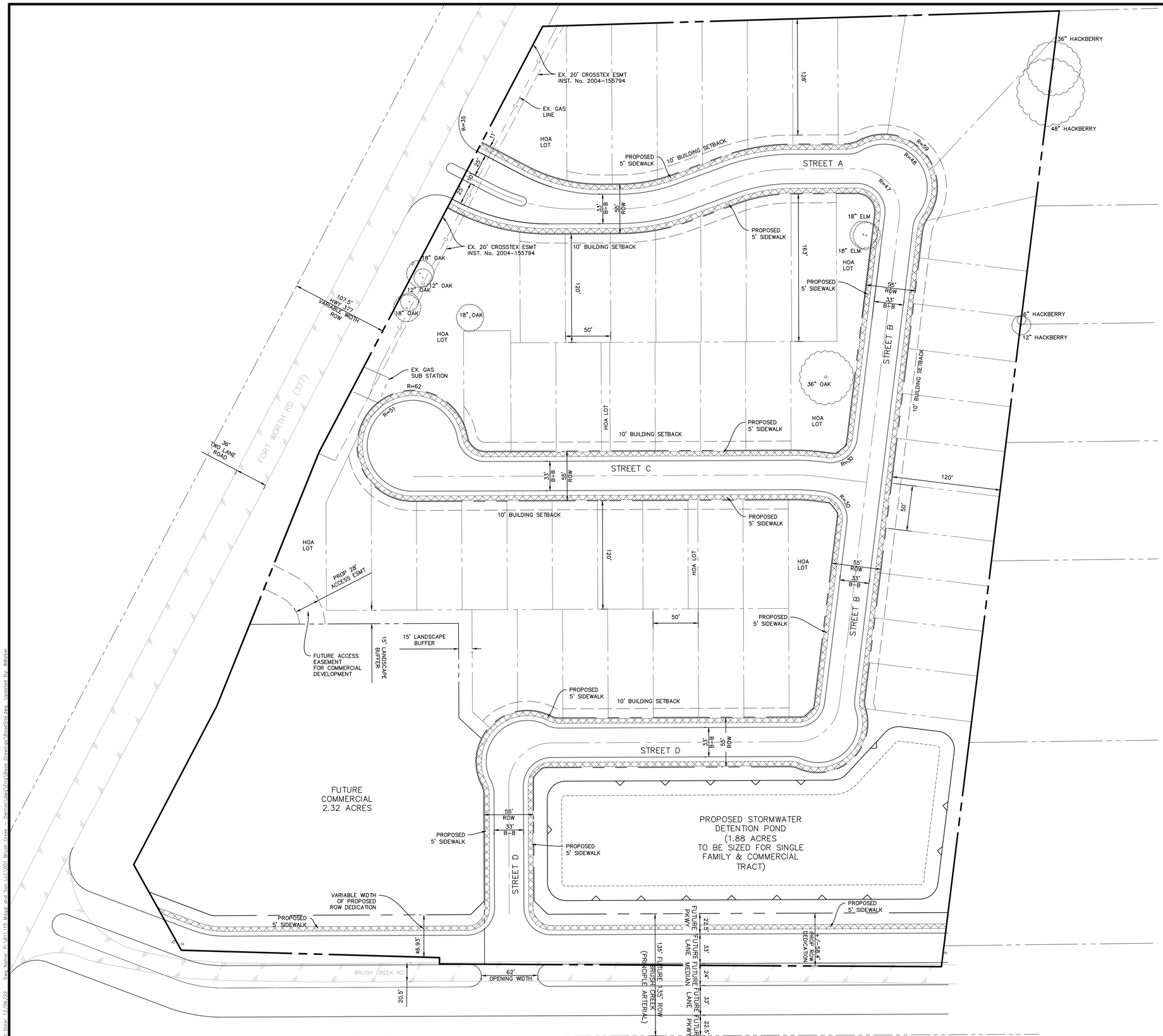
Known TxDOT Roadway Information/Background (existing/planned projects)

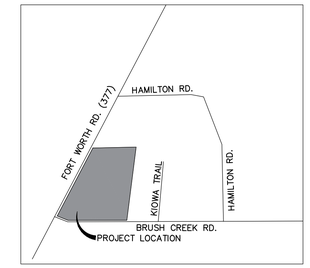
- US 377 improvements (?)

Existing setting = Rural / Residential

Evaluation of environment with approved adjacent developments

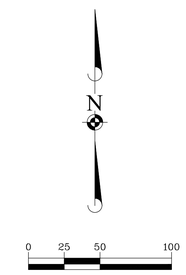
- To be provided by City of Denton staff





VICINITY MAP

N.T.S.



SITE SUMMARY TABLE	
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DATE	REVISIONS	DRAWN BY

Manhard CONSULTING
12225 Greenville Avenue, Suite 1000, Dallas, TX 75243 ph:972.972.4250 manhard.com
Civil Engineers | Surveyors | Water Resource Engineers | Water Utilities
Construction Managers | Environmental Scientists | Landscape Architects | Planners
Texas Board of Professional Engineers and Land Surveyors Registration No. F-21732

BRUSH CREEK DENTON

DENTON, DENTON COUNTY, TX

ZONING CONCEPT PLAN

PROJ. MGR.: RB
PROJ. ASSOC.: WW
DRAWN BY: WW
DATE: 12/6/2022

SHEET

C-1

611.115001

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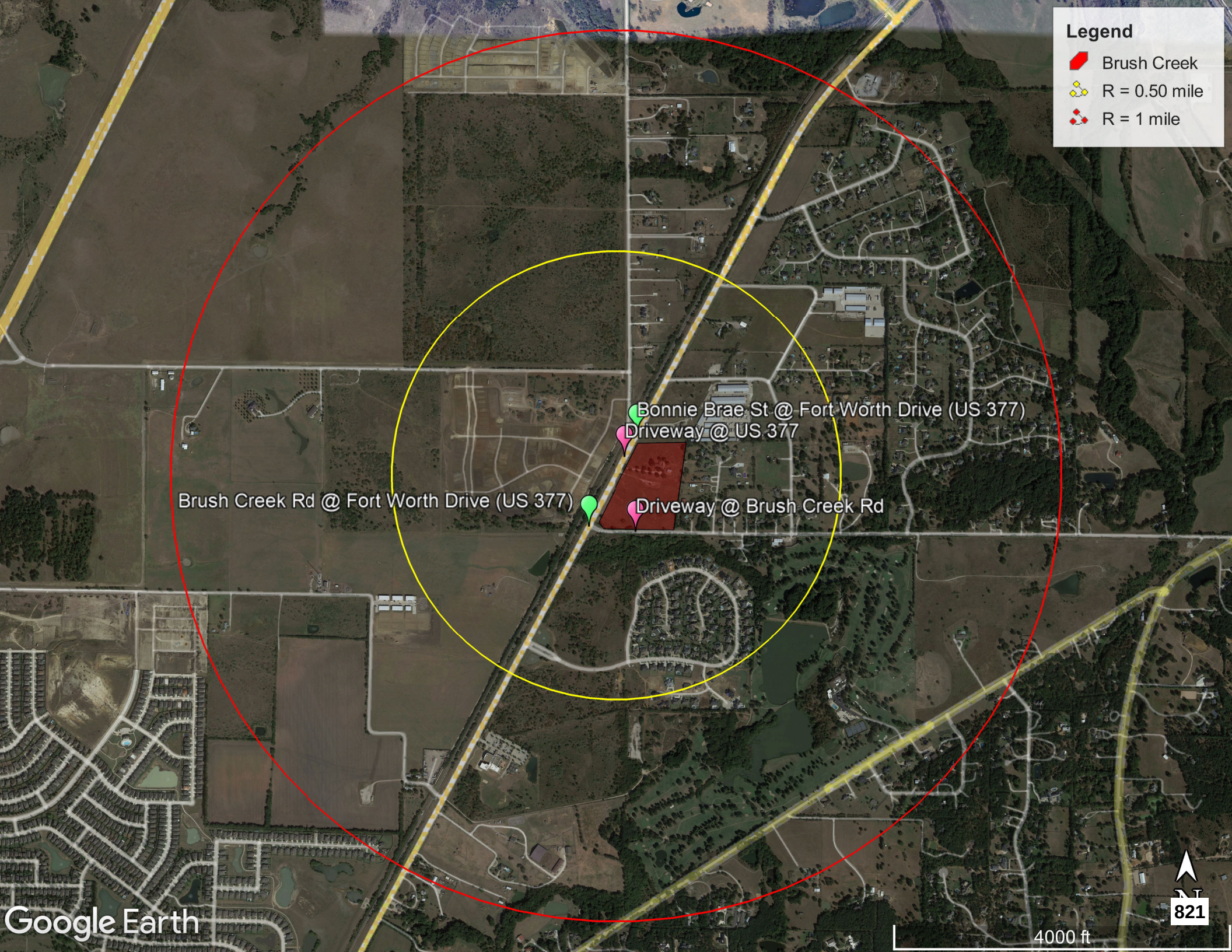
PENDING

Plot Date: 12/05/22 Dwg Name: P:\011115 Mapp and Son ULC\001 Brush Creek - Denton\Civil\Base Drawings\BaseSite.dwg Updated By: Wilcoxw


Legend
Brush Creek
R = 0.50 mile
R = 1 mile
Bonnie Brae St @ Fort Worth Drive (US 377)
Driveway @ US 377
Brush Creek Rd @ Fort Worth Drive (US 377)
Driveway @ Brush Creek Rd
Google Earth
N
821
4000 ft

Kelly Parma

From: Maldonado, Karina <Karina.Maldonado@cityofdenton.com>
Sent: Wednesday, January 18, 2023 9:39 AM
To: Kelly Parma; Reece Bierhalter
Cc: Brian Bridgewater; Manglaris, Angela; Reynolds, Michelle
Subject: RE: Z22-0022 [Filed 18 Jan 2023 10:13]
Attachments: Z22-0022 Brush Creek Development - Draft TIA Scope_CoD-TPResponse.pdf; Sagebrook TIA update - 2021-07-30.pdf

Kelly –

See minor comments on draft scope. Let me know if you have questions.

Karina E Maldonado, AICP
Transportation Planner
Department of Development Services, Planning Division

****DISCLAIMER:** If correspondences and voicemails are not returned in a desired timeline, please reach out to your assigned Project Facilitator to schedule a meeting with me. Due to high volume of requests and correspondences, please anticipate a delayed response. All correspondences will be returned in the order they were received. ******

From: Kelly Parma <kparma@lee-eng.com>
Sent: Wednesday, December 28, 2022 3:14 PM
To: Maldonado, Karina <Karina.Maldonado@cityofdenton.com>; Reece Bierhalter <rbierhalter@manhard.com>
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  - Horizon Year (5 years after Full Buikld-Out)
- Minimum Study Area
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  - All signalized and/or major unsignalized intersections within a 0.5 to 1-mile radius

Study Intersections

Signalized Intersections

- None

Major (Arterial/Arterial, Arterial/Collector) Unsignalized Intersections

- Bonnie Brae Street @ Fort Worth Drive (US 377)
- Brush Creek Road @ Fort Worth Drive (US 377)
- Two (2) site driveways – One on both adjacent roadways (US 377 & Brush Creek Road)

Brush Creek Development
TIA Scoping Meeting

Known Existing Traffic Issues

Existing/Planned CIP, congestion, new traffic signal, safety concerns (Safety Assessment) etc.)

- Brush Creek Road extension west of US 377 This is part of the Sagebrook development versus a CIP project. City to share traffic study.
- ~~Brush Creek Road widening(?)~~

Known TxDOT Roadway Information/Background (existing/planned projects)

- US 377 improvements (?)

Existing setting = Rural / Residential Low residential/suburban development.

Evaluation of environment with approved adjacent developments

- To be provided by City of Denton staff

Sagebrook to the west (City to provide Traffic Study)

TRAFFIC IMPACT ANALYSIS UPDATE

Sagebrook Single-Family Residential Development

S. Bonnie Brae Street / Allred Road
Denton, Texas

July 30, 2021

PRELIMINARY
FOR REVIEW ONLY
This document is not for permit or construction.

Name: Stephen M. Moore, PE
License #: 95814
Date: 07/30/2021

Prepared for

Zena Land Development LP

*Approved subject to shifting of a temporary access to Bonnie Brae Street at the mid-way point between Allred Road and the Union Pacific Railroad crossing. This is reflected on the updated combined civil plan set of Phases 1 and 2A (CEP20-0074).

HALFF
1201 North Bowser Road
Richardson, Texas 75081
Firm Registration No. 312

AVO 36948

City of Denton
Development Assistance Team
Approval 09/1/21

Kelly Parma

From: Maldonado, Karina <Karina.Maldonado@cityofdenton.com>
Sent: Friday, February 3, 2023 12:47 PM
To: Kelly Parma; Reece Bierhalter
Cc: Brian Bridgewater; Manglaris, Angela; Reynolds, Michelle; Hetal Bhatt
Subject: RE: Z22-0022 [Filed 03 Feb 2023 13:38]

The latest approved study which has been provided.

*Apologies for the late response! I'm getting through emails today.

Karina E Maldonado, AICP
Transportation Planner
Department of Development Services, Planning Division

****Effective January 1, 2023, all development projects must submit a Tree Preservation Plan (TPP) application. The TPP is a separate application that is to be submitted with the Zoning Compliance Plan (multi-family and commercial) or Preliminary Plat (residential subdivision), or Planned Development or Specific Use Permit (if required for any use). If you experience any issues during the submittal process, please contact Planning Technicians at (940)349-7716 or PlanningTechnicians@cityofdenton.com**

From: Kelly Parma <kparma@lee-eng.com>
Sent: Monday, January 23, 2023 2:49 PM
To: Maldonado, Karina <Karina.Maldonado@cityofdenton.com>; Reece Bierhalter <rbierhalter@manhard.com>
Cc: Brian Bridgewater <bbridgewater@manhard.com>; Manglaris, Angela <Angela.Manglaris@cityofdenton.com>; Reynolds, Michelle <Michelle.Reynolds@cityofdenton.com>; Hetal Bhatt <hbhatt@lee-eng.com>
Subject: RE: Z22-0022

Karina,

Are you referring to the build-out assumption (no extension) used by Sagebrook in the January 2021 version of the TIA you provided or the initial Sagebrook TIA where the extension was assumed in their initial TIA, which we don't have a copy of?
Sorry for the question but wanted to make sure there are no issues as we put together the TIA for this development.

Thanks,
Kelly

Kelly D. Parma, P.E., PTOE
Lee Engineering, LLC
(972) 456-9033 direct
(214) 405-2771 mobile

From: Maldonado, Karina <Karina.Maldonado@cityofdenton.com>
Sent: Monday, January 23, 2023 2:37 PM
To: Kelly Parma <kparma@lee-eng.com>; Reece Bierhalter <rbierhalter@manhard.com>
Cc: Brian Bridgewater <bbridgewater@manhard.com>; Manglaris, Angela <Angela.Manglaris@cityofdenton.com>; Reynolds, Michelle <Michelle.Reynolds@cityofdenton.com>
Subject: RE: Z22-0022

Kelly –

See responses below in red.

Karina E Maldonado, AICP
Transportation Planner
Department of Development Services, Planning Division

From: Kelly Parma <kparma@lee-eng.com>
Sent: Wednesday, January 18, 2023 10:13 AM
To: Maldonado, Karina <Karina.Maldonado@cityofdenton.com>; Reece Bierhalter <rbierhalter@manhard.com>
Cc: Brian Bridgewater <bbridgewater@manhard.com>; Manglaris, Angela <Angela.Manglaris@cityofdenton.com>; Reynolds, Michelle <Michelle.Reynolds@cityofdenton.com>
Subject: RE: Z22-0022

Karina,

Thank you for the information. I did have a few questions regarding future Brush Creek improvements:

- The Halff TIA Update you provided did not assume the Brush Creek extension west of US 377 to be in place. Do we need to make the same assumption that the extension is **not** in place? Yes, the extension currently is not built. Use the same build-out assumption for that roadway that the Sagebrook TIA used.
- If we do need to assume the extension in place, then we would need to be provided the January 2021 TIA for the Sagebrook development. See above.
- Based on your comments, we will not assume the widening of Brush Creek Road east of US 377. There is no CIP planned in the near future to widen Brush Creek.
- Also, we will not assume any improvements to US 377. Please consult with the TxDOT Area Office regarding any assumed widening projects.

Thanks,
Kelly

Kelly D. Parma, P.E., PTOE
Lee Engineering, LLC
(972) 456-9033 direct
(214) 405-2771 mobile

From: Maldonado, Karina <Karina.Maldonado@cityofdenton.com>
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To: Kelly Parma <kparma@lee-eng.com>; Reece Bierhalter <rbierhalter@manhard.com>
Cc: Brian Bridgewater <bbridgewater@manhard.com>; Manglaris, Angela <Angela.Manglaris@cityofdenton.com>; Reynolds, Michelle <Michelle.Reynolds@cityofdenton.com>
Subject: RE: Z22-0022

Kelly –

See minor comments on draft scope. Let me know if you have questions.

Karina E Maldonado, AICP
Transportation Planner
Department of Development Services, Planning Division

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BRUSH CREEK RD @ US 377
Site Code:
Start Date: 01/19/2023
Page No: 1

Turning Movement Data

Start Time	US 377 Southbound					BRUSH CREEK RD Westbound					US 377 Northbound					Eastbound St. Eastbound					
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
12:00 AM	0	5	0	0	5	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	9
12:15 AM	2	4	0	0	6	0	0	0	0	0	0	7	0	0	7	0	0	0	0	0	13
12:30 AM	0	4	0	0	4	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	6
12:45 AM	0	1	0	0	1	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	4
Hourly Total	2	14	0	0	16	0	0	0	0	0	0	16	0	0	16	0	0	0	0	0	32
1:00 AM	0	4	0	0	4	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	6
1:15 AM	0	3	0	0	3	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	7
1:30 AM	0	2	0	0	2	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	3
1:45 AM	1	4	0	0	5	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	9
Hourly Total	1	13	0	0	14	0	0	0	0	0	0	11	0	0	11	0	0	0	0	0	25
2:00 AM	1	1	0	0	2	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	4
2:15 AM	0	2	0	0	2	0	0	0	0	0	0	6	0	0	6	0	0	0	0	0	8
2:30 AM	0	1	0	0	1	0	0	0	0	0	0	5	0	0	5	0	0	0	0	0	6
2:45 AM	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	3
Hourly Total	1	5	0	0	6	0	0	0	0	0	0	15	0	0	15	0	0	0	0	0	21
3:00 AM	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	3
3:15 AM	0	3	0	0	3	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	6
3:30 AM	0	0	0	0	0	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	4
3:45 AM	0	4	0	0	4	0	0	0	0	0	0	4	0	0	4	0	0	0	0	0	8
Hourly Total	0	8	0	0	8	0	0	0	0	0	0	13	0	0	13	0	0	0	0	0	21
4:00 AM	0	6	0	0	6	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	7
4:15 AM	1	7	0	0	8	0	0	0	0	0	0	3	0	0	3	0	0	0	0	0	11
4:30 AM	0	11	0	0	11	1	0	0	0	1	0	1	0	0	1	0	0	0	0	0	13
4:45 AM	3	9	0	0	12	1	0	1	0	2	0	5	1	0	6	0	0	0	0	0	20
Hourly Total	4	33	0	0	37	2	0	2	0	4	0	9	1	0	10	0	0	0	0	0	51
5:00 AM	2	14	0	0	16	1	0	1	0	2	0	10	0	0	10	0	0	0	0	0	28
5:15 AM	1	23	0	0	24	1	0	0	0	1	0	7	0	0	7	0	0	0	0	0	32
5:30 AM	1	25	0	0	26	0	0	1	0	1	0	11	0	0	11	0	0	0	0	0	38
5:45 AM	4	36	0	0	40	0	0	0	0	0	0	15	3	0	18	0	0	0	0	0	58
Hourly Total	8	98	0	0	106	2	0	2	0	4	0	43	3	0	46	0	0	0	0	0	156
6:00 AM	2	46	0	0	48	3	0	4	0	7	0	19	0	0	19	0	0	0	0	0	74
6:15 AM	2	58	0	0	60	0	0	2	0	2	0	23	0	0	23	0	0	0	0	0	85
6:30 AM	4	77	0	0	81	3	0	1	0	4	0	35	1	0	36	0	0	0	0	0	121
6:45 AM	3	107	0	0	110	5	0	2	0	7	0	27	1	0	28	0	0	0	0	0	145
Hourly Total	11	288	0	0	299	11	0	9	0	20	0	104	2	0	106	0	0	0	0	0	425
7:00 AM	7	99	0	0	106	12	0	4	0	16	0	57	3	0	60	0	0	0	0	0	182
7:15 AM	8	114	0	0	122	10	0	4	0	14	0	96	12	0	108	0	0	0	0	0	244
7:30 AM	10	166	0	0	176	3	0	5	0	8	0	74	5	0	79	0	0	0	0	0	263
7:45 AM	18	132	0	0	150	13	0	5	0	18	0	74	3	0	77	0	0	0	0	0	245
Hourly Total	43	511	0	0	554	38	0	18	0	56	0	301	23	0	324	0	0	0	0	0	934
8:00 AM	10	96	0	1	107	11	0	1	0	12	0	77	2	0	79	0	0	0	0	0	198
8:15 AM	9	77	0	0	86	3	0	1	0	4	0	79	4	0	83	0	0	0	0	0	173
8:30 AM	7	66	0	0	73	2	0	5	0	7	0	61	3	0	64	0	0	0	0	0	144
8:45 AM	8	96	0	0	104	5	0	4	0	9	0	60	1	0	61	0	0	0	0	0	174
Hourly Total	34	335	0	1	370	21	0	11	0	32	0	277	10	0	287	0	0	0	0	0	689
9:00 AM	4	66	0	1	71	5	0	4	0	9	0	71	7	0	78	0	0	0	0	0	158
9:15 AM	4	75	0	0	79	3	0	3	1	7	0	77	5	0	82	0	0	0	0	0	168
9:30 AM	2	70	0	0	72	3	0	6	0	9	0	64	3	0	67	0	0	0	0	0	148
9:45 AM	3	81	0	0	84	2	0	2	0	4	0	90	3	0	93	0	0	0	0	0	181
Hourly Total	13	292	0	1	306	13	0	15	1	29	0	302	18	0	320	0	0	0	0	0	655
10:00 AM	4	56	0	1	61	8	0	3	0	11	0	69	4	0	73	0	0	0	0	0	145
10:15 AM	5	71	0	0	76	2	0	7	0	9	0	67	4	0	71	0	0	0	0	0	156
10:30 AM	2	59	0	0	61	2	0	2	0	4	0	63	1	0	64	0	0	0	0	0	129
10:45 AM	1	69	0	0	70	4	0	5	0	9	0	81	5	0	86	0	0	0	0	0	165
Hourly Total	12	255	0	1	268	16	0	17	0	33	0	280	14	0	294	0	0	0	0	0	595
11:00 AM	5	71	0	0	76	2	0	4	0	6	0	62	1	0	63	0	0	0	0	0	145
11:15 AM	5	89	0	0	94	0	0	5	0	5	0	71	3	0	74	0	0	0	0	0	173
11:30 AM	5	71	0	0	76	1	0	5	0	6	0	63	4	0	67	0	0	0	0	0	149
11:45 AM	4	73	0	0	77	5	0	2	0	7	0	68	4	1	73	0	0	0	0	0	157
Hourly Total	19	304	0	0	323	8	0	16	0	24	0	264	12	1	277	0	0	0	0	0	624
12:00 PM	5	76	0	0	81	4	0	2	0	6	0	58	7	0	65	0	0	0	0	0	152
12:15 PM	4	55	0	0	59	5	0	4	0	9	0	66	4	0	70	0	0	0	0	0	138

12:30 PM	4	78	0	0	82	2	0	9	0	11	0	85	4	0	89	0	0	0	0	0	182
12:45 PM	4	80	0	0	84	3	0	4	0	7	0	68	1	0	69	0	0	0	0	0	160
Hourly Total	17	289	0	0	306	14	0	19	0	33	0	277	16	0	293	0	0	0	0	0	632
1:00 PM	8	79	0	1	88	4	0	3	0	7	0	69	3	0	72	0	0	0	0	0	167
1:15 PM	4	77	0	0	81	4	0	4	0	8	0	67	1	0	68	0	0	0	0	0	157
1:30 PM	3	60	0	0	63	3	0	2	0	5	0	65	1	0	66	0	0	0	0	0	134
1:45 PM	0	77	0	0	77	3	0	5	0	8	0	63	5	0	68	0	0	0	0	0	153
Hourly Total	15	293	0	1	309	14	0	14	0	28	0	264	10	0	274	0	0	0	0	0	611
2:00 PM	2	83	0	0	85	4	0	7	0	11	0	65	4	0	69	0	0	0	0	0	165
2:15 PM	5	96	0	0	101	5	0	5	0	10	0	58	4	0	62	0	0	0	0	0	173
2:30 PM	3	105	0	0	108	4	0	5	0	9	0	70	6	0	76	0	0	0	0	0	193
2:45 PM	10	93	0	0	103	7	0	11	0	18	0	78	2	0	80	0	0	0	0	0	201
Hourly Total	20	377	0	0	397	20	0	28	0	48	0	271	16	0	287	0	0	0	0	0	732
3:00 PM	4	84	0	0	88	4	0	4	0	8	0	89	9	0	98	0	0	0	0	0	194
3:15 PM	6	86	0	0	92	4	0	3	0	7	0	62	3	0	65	0	0	0	0	0	164
3:30 PM	4	96	0	0	100	1	0	6	0	7	0	64	4	0	68	0	0	0	0	0	175
3:45 PM	7	113	0	0	120	3	0	5	0	8	0	59	4	0	63	0	0	0	0	0	191
Hourly Total	21	379	0	0	400	12	0	18	0	30	0	274	20	0	294	0	0	0	0	0	724
4:00 PM	7	89	0	0	96	3	0	7	0	10	0	80	6	0	86	0	0	0	0	0	192
4:15 PM	5	81	0	0	86	4	0	7	0	11	0	104	10	0	114	0	0	0	0	0	211
4:30 PM	3	91	0	1	95	4	0	8	0	12	0	100	6	0	106	0	0	0	0	0	213
4:45 PM	2	100	0	0	102	6	0	8	0	14	0	102	6	0	108	0	0	0	0	0	224
Hourly Total	17	361	0	1	379	17	0	30	0	47	0	386	28	0	414	0	0	0	0	0	840
5:00 PM	4	118	0	0	122	3	0	8	0	11	0	112	5	0	117	0	0	0	0	0	250
5:15 PM	10	99	0	0	109	6	0	9	0	15	0	97	5	0	102	0	0	0	0	0	226
5:30 PM	3	121	0	0	124	9	0	11	0	20	0	92	1	0	93	0	0	0	0	0	237
5:45 PM	7	89	0	0	96	6	0	5	0	11	0	92	2	0	94	0	0	0	0	0	201
Hourly Total	24	427	0	0	451	24	0	33	0	57	0	393	13	0	406	0	0	0	0	0	914
6:00 PM	6	65	0	0	71	2	0	6	0	8	0	80	1	0	81	0	0	0	0	0	160
6:15 PM	3	60	0	0	63	4	0	6	0	10	0	84	2	0	86	0	0	0	0	0	159
6:30 PM	6	75	0	0	81	1	0	4	0	5	0	64	5	0	69	0	0	0	0	0	155
6:45 PM	6	61	0	0	67	5	0	4	0	9	0	58	1	0	59	0	0	0	0	0	135
Hourly Total	21	261	0	0	282	12	0	20	0	32	0	286	9	0	295	0	0	0	0	0	609
7:00 PM	5	47	0	0	52	2	0	4	0	6	0	56	5	0	61	0	0	0	0	0	119
7:15 PM	3	62	0	0	65	3	0	6	0	9	0	47	1	0	48	0	0	0	0	0	122
7:30 PM	4	44	0	0	48	0	0	5	0	5	0	35	3	0	38	0	0	0	0	0	91
7:45 PM	0	30	0	0	30	3	0	3	0	6	0	58	1	0	59	0	0	0	0	0	95
Hourly Total	12	183	0	0	195	8	0	18	0	26	0	196	10	0	206	0	0	0	0	0	427
8:00 PM	2	39	0	0	41	2	0	4	0	6	0	34	3	0	37	0	0	0	0	0	84
8:15 PM	0	42	0	0	42	1	0	1	0	2	0	50	2	0	52	0	0	0	0	0	96
8:30 PM	0	33	0	0	33	0	0	4	0	4	0	27	1	0	28	0	0	0	0	0	65
8:45 PM	3	35	0	0	38	1	0	1	0	2	0	36	2	0	38	0	0	0	0	0	78
Hourly Total	5	149	0	0	154	4	0	10	0	14	0	147	8	0	155	0	0	0	0	0	323
9:00 PM	1	30	0	0	31	0	0	3	0	3	0	37	3	0	40	0	0	0	0	0	74
9:15 PM	0	33	0	0	33	0	0	3	0	3	0	25	1	0	26	0	0	0	0	0	62
9:30 PM	1	29	0	0	30	0	0	3	0	3	0	33	4	0	37	0	0	0	0	0	70
9:45 PM	2	14	0	0	16	0	0	0	0	0	0	20	1	0	21	0	0	0	0	0	37
Hourly Total	4	106	0	0	110	0	0	9	0	9	0	115	9	0	124	0	0	0	0	0	243
10:00 PM	0	10	0	0	10	1	0	1	0	2	0	17	1	0	18	0	0	0	0	0	30
10:15 PM	1	14	0	0	15	1	0	2	0	3	0	11	1	0	12	0	0	0	0	0	30
10:30 PM	0	16	0	0	16	0	0	2	0	2	0	20	0	0	20	0	0	0	0	0	38
10:45 PM	0	12	0	0	12	0	0	0	0	0	0	15	1	0	16	0	0	0	0	0	28
Hourly Total	1	52	0	0	53	2	0	5	0	7	0	63	3	0	66	0	0	0	0	0	126
11:00 PM	1	9	0	0	10	1	0	0	0	1	0	12	1	0	13	0	0	0	0	0	24
11:15 PM	0	8	0	0	8	1	0	1	0	2	0	13	0	0	13	0	0	0	0	0	23
11:30 PM	0	5	0	0	5	0	0	0	0	0	0	8	0	0	8	0	0	0	0	0	13
11:45 PM	0	7	0	0	7	1	0	1	0	2	0	8	0	0	8	0	0	0	0	0	17
Hourly Total	1	29	0	0	30	3	0	2	0	5	0	41	1	0	42	0	0	0	0	0	77
Grand Total	306	5062	0	5	5373	241	0	296	1	538	0	4348	226	1	4575	0	0	0	0	0	10486
Approach %	5.7	94.2	0.0	0.1	-	44.8	0.0	55.0	0.2	-	0.0	95.0	4.9	0.0	-	0.0	0.0	0.0	0.0	-	-
Total %	2.9	48.3	0.0	0.0	51.2	2.3	0.0	2.8	0.0	5.1	0.0	41.5	2.2	0.0	43.6	0.0	0.0	0.0	0.0	0.0	-
Lights	300	4938	0	5	5243	235	0	292	1	528	0	4252	218	0	4470	0	0	0	0	0	10241
% Lights	98.0	97.6	-	100.0	97.6	97.5	-	98.6	100.0	98.1	-	97.8	96.5	0.0	97.7	-	-	-	-	-	97.7
Mediums	5	91	0	0	96	5	0	3	0	8	0	79	8	1	88	0	0	0	0	0	192
% Mediums	1.6	1.8	-	0.0	1.8	2.1	-	1.0	0.0	1.5	-	1.8	3.5	100.0	1.9	-	-	-	-	-	1.8
Articulated Trucks	1	33	0	0	34	1	0	1	0	2	0	17	0	0	17	0	0	0	0	0	53
% Articulated Trucks	0.3	0.7	-	0.0	0.6	0.4	-	0.3	0.0	0.4	-	0.4	0.0	0.0	0.4	-	-	-	-	-	0.5

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BRUSH CREEK RD @ US 377
Site Code:
Start Date: 01/19/2023
Page No: 3

US 377 [N]		
Out	In	Total
4549	5243	9792
82	96	178
18	34	52
4649	**5373**	**10022**

0	4938	300	5
0	91	5	0
0	33	1	0
0	**5062**	**306**	**5**
R	T	L	U

BRUSH CREEK RD [E]		
Out	In	Total
519	528	1047
13	8	21
1	2	3
533	**538**	**1071**

292	0	235	1
3	0	5	0
1	0	1	0
296	**0**	**241**	**1**
R	T	L	U

01/19/2023 12:00 AM
Ending At
01/20/2023 12:00 AM

Lights
Mediums
Articulated Trucks

Eastbound St. [W]		
Out	In	Total
0	0	0
0	0	0
0	0	0
0	**0**	**0**

0	0	0	0
0	0	0	0
0	0	0	0
0	**0**	**0**	**0**
R	T	L	U

U	L	T	R
0	0	4252	218
1	0	79	8
0	0	17	0
1	**0**	**4348**	**226**

5173	4470	9643
97	88	185
34	17	51
5304	**4575**	**9879**
Out	In	Total
US 377 [S]		

Turning Movement Data Plot

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BRUSH CREEK RD @ US 377
Site Code:
Start Date: 01/19/2023
Page No: 4

Turning Movement Peak Hour Data (7:15 AM)

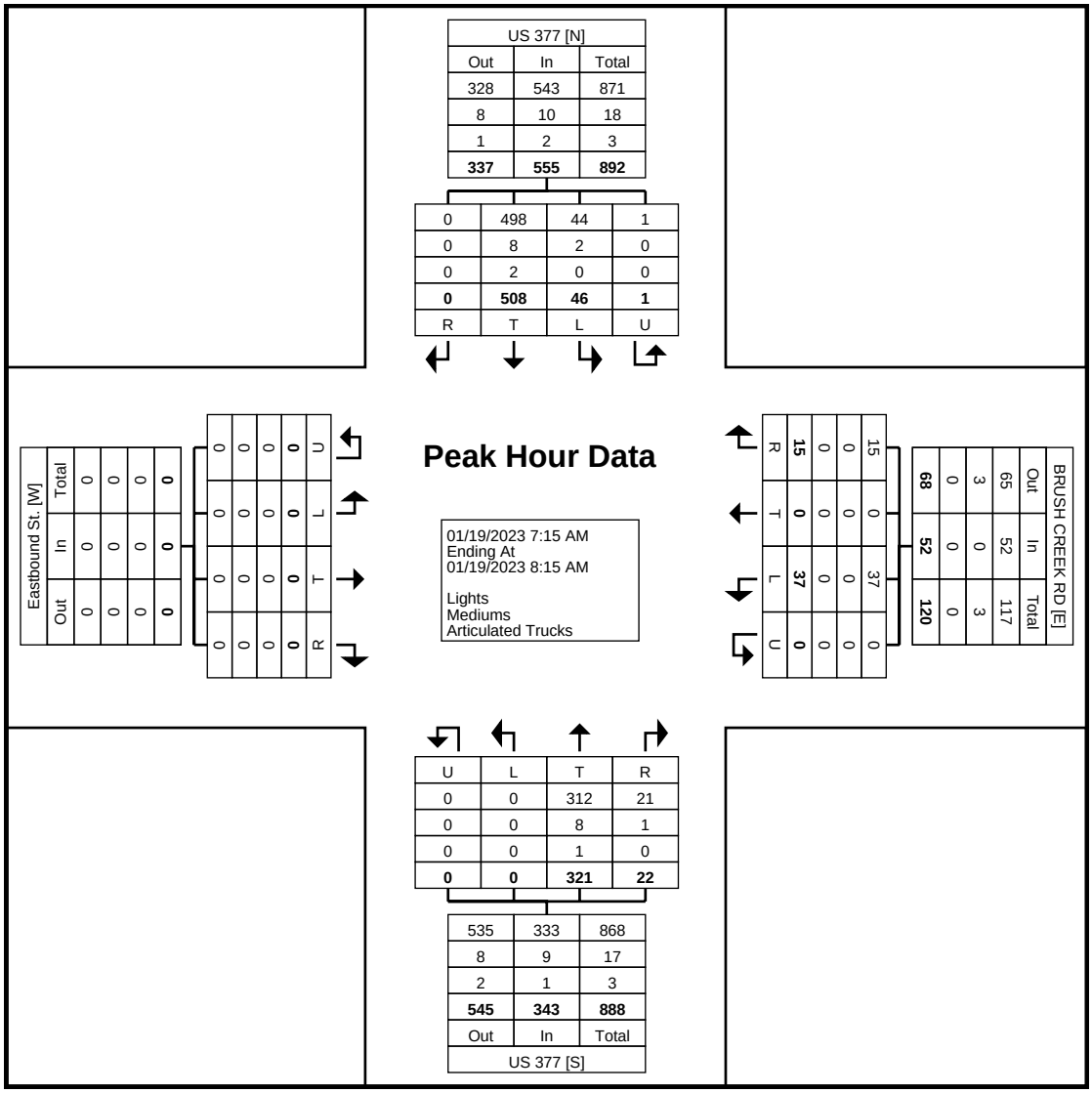
Start Time	US 377 Southbound					BRUSH CREEK RD Westbound					US 377 Northbound					Eastbound St. Eastbound					
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
7:15 AM	8	114	0	0	122	10	0	4	0	14	0	96	12	0	108	0	0	0	0	0	244
7:30 AM	10	166	0	0	176	3	0	5	0	8	0	74	5	0	79	0	0	0	0	0	263
7:45 AM	18	132	0	0	150	13	0	5	0	18	0	74	3	0	77	0	0	0	0	0	245
8:00 AM	10	96	0	1	107	11	0	1	0	12	0	77	2	0	79	0	0	0	0	0	198
Total	46	508	0	1	555	37	0	15	0	52	0	321	22	0	343	0	0	0	0	0	950
Approach %	8.3	91.5	0.0	0.2	-	71.2	0.0	28.8	0.0	-	0.0	93.6	6.4	0.0	-	0.0	0.0	0.0	0.0	-	-
Total %	4.8	53.5	0.0	0.1	58.4	3.9	0.0	1.6	0.0	5.5	0.0	33.8	2.3	0.0	36.1	0.0	0.0	0.0	0.0	0.0	-
PHF	0.639	0.765	0.000	0.250	0.788	0.712	0.000	0.750	0.000	0.722	0.000	0.836	0.458	0.000	0.794	0.000	0.000	0.000	0.000	0.000	0.903
Lights	44	498	0	1	543	37	0	15	0	52	0	312	21	0	333	0	0	0	0	0	928
% Lights	95.7	98.0	-	100.0	97.8	100.0	-	100.0	-	100.0	-	97.2	95.5	-	97.1	-	-	-	-	-	97.7
Mediums	2	8	0	0	10	0	0	0	0	0	0	8	1	0	9	0	0	0	0	0	19
% Mediums	4.3	1.6	-	0.0	1.8	0.0	-	0.0	-	0.0	-	2.5	4.5	-	2.6	-	-	-	-	-	2.0
Articulated Trucks	0	2	0	0	2	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	3
% Articulated Trucks	0.0	0.4	-	0.0	0.4	0.0	-	0.0	-	0.0	-	0.3	0.0	-	0.3	-	-	-	-	-	0.3

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BRUSH CREEK RD @ US 377
Site Code:
Start Date: 01/19/2023
Page No: 5



Turning Movement Peak Hour Data Plot (7:15 AM)

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BRUSH CREEK RD @ US 377
Site Code:
Start Date: 01/19/2023
Page No: 6

Turning Movement Peak Hour Data (4:45 PM)

Start Time	US 377 Southbound					BRUSH CREEK RD Westbound					US 377 Northbound					Eastbound St. Eastbound					
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
4:45 PM	2	100	0	0	102	6	0	8	0	14	0	102	6	0	108	0	0	0	0	0	224
5:00 PM	4	118	0	0	122	3	0	8	0	11	0	112	5	0	117	0	0	0	0	0	250
5:15 PM	10	99	0	0	109	6	0	9	0	15	0	97	5	0	102	0	0	0	0	0	226
5:30 PM	3	121	0	0	124	9	0	11	0	20	0	92	1	0	93	0	0	0	0	0	237
Total	19	438	0	0	457	24	0	36	0	60	0	403	17	0	420	0	0	0	0	0	937
Approach %	4.2	95.8	0.0	0.0	-	40.0	0.0	60.0	0.0	-	0.0	96.0	4.0	0.0	-	0.0	0.0	0.0	0.0	-	-
Total %	2.0	46.7	0.0	0.0	48.8	2.6	0.0	3.8	0.0	6.4	0.0	43.0	1.8	0.0	44.8	0.0	0.0	0.0	0.0	0.0	-
PHF	0.475	0.905	0.000	0.000	0.921	0.667	0.000	0.818	0.000	0.750	0.000	0.900	0.708	0.000	0.897	0.000	0.000	0.000	0.000	0.000	0.937
Lights	19	436	0	0	455	23	0	36	0	59	0	397	17	0	414	0	0	0	0	0	928
% Lights	100.0	99.5	-	-	99.6	95.8	-	100.0	-	98.3	-	98.5	100.0	-	98.6	-	-	-	-	-	99.0
Mediums	0	2	0	0	2	1	0	0	0	1	0	5	0	0	5	0	0	0	0	0	8
% Mediums	0.0	0.5	-	-	0.4	4.2	-	0.0	-	1.7	-	1.2	0.0	-	1.2	-	-	-	-	-	0.9
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
% Articulated Trucks	0.0	0.0	-	-	0.0	0.0	-	0.0	-	0.0	-	0.2	0.0	-	0.2	-	-	-	-	-	0.1

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BRUSH CREEK RD @ US 377
Site Code:
Start Date: 01/19/2023
Page No: 7

US 377 [N]		
Out	In	Total
433	455	888
5	2	7
1	0	1
439	**457**	**896**

0	436	19	0
0	2	0	0
0	0	0	0
0	**438**	**19**	**0**
R	T	L	U

Peak Hour Data

01/19/2023 4:45 PM
Ending At
01/19/2023 5:45 PM

Lights
Mediums
Articulated Trucks

Eastbound St. [W]		
Out	In	Total
0	0	0
0	0	0
0	0	0
0	**0**	**0**

0	0	0	0
0	0	0	0
0	0	0	0
0	**0**	**0**	**0**
R	T	L	U

BRUSH CREEK RD [E]		
Out	In	Total
36	59	95
0	1	1
0	0	0
36	**60**	**96**

36	0	0	0
0	0	0	0
0	0	0	0
36	**0**	**0**	**0**
R	T	L	U

U	L	T	R
0	0	397	17
0	0	5	0
0	0	1	0
0	**0**	**403**	**17**

459	414	873
3	5	8
0	1	1
462	**420**	**882**
Out	In	Total
US 377 [S]		

Turning Movement Peak Hour Data Plot (4:45 PM)

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BONNIE BRAE ST @ US 377
Site Code:
Start Date: 01/19/2023
Page No: 1

Turning Movement Data

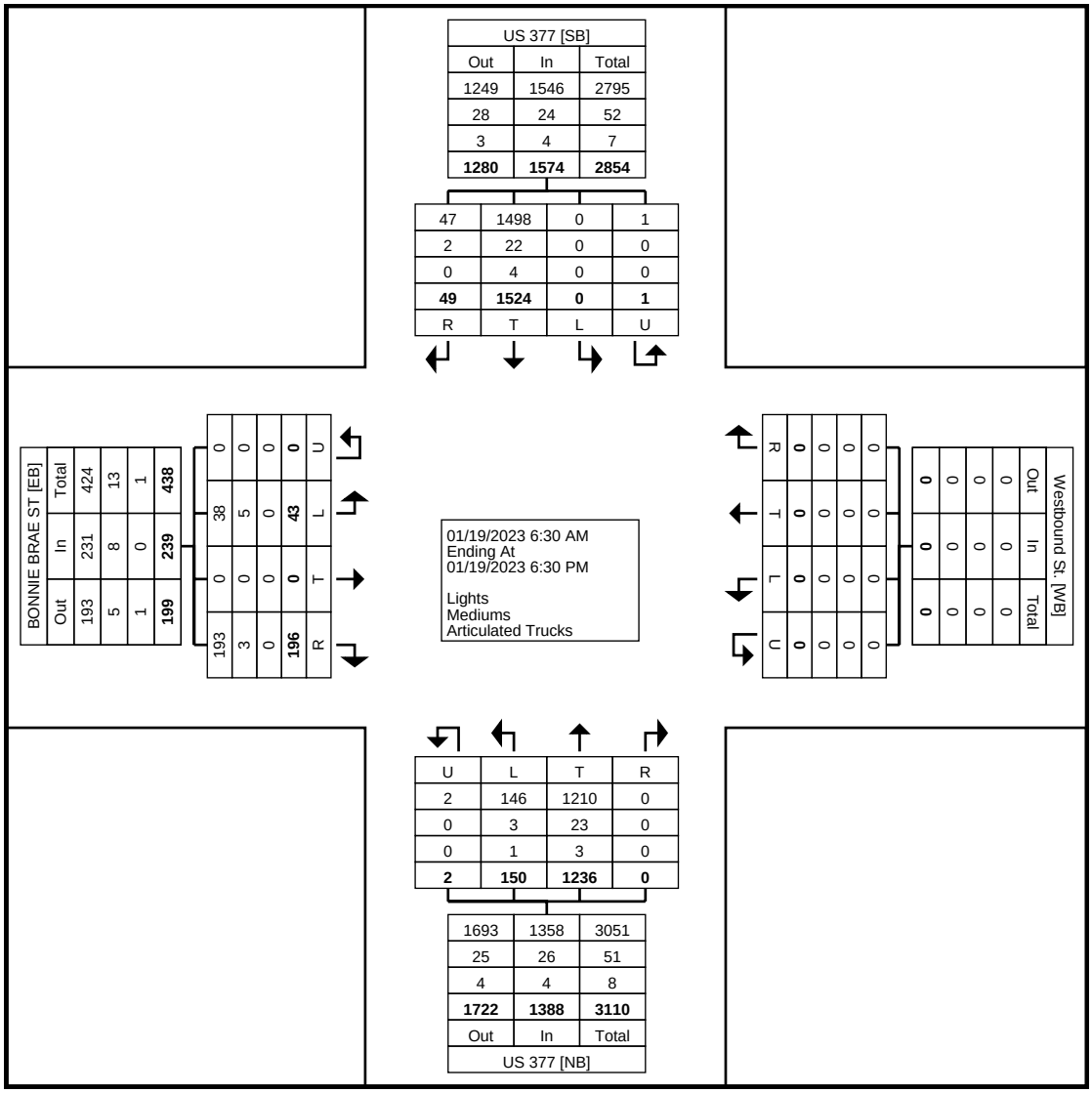
Start Time	US 377 Southbound					Westbound St. Westbound					US 377 Northbound					BONNIE BRAE ST Eastbound					
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
6:30 AM	0	69	5	0	74	0	0	0	0	0	4	36	0	0	40	3	0	10	0	13	127
6:45 AM	0	104	2	0	106	0	0	0	0	0	3	21	0	0	24	2	0	6	0	8	138
Hourly Total	0	173	7	0	180	0	0	0	0	0	7	57	0	0	64	5	0	16	0	21	265
7:00 AM	0	95	4	0	99	0	0	0	0	0	10	55	0	0	65	3	0	14	0	17	181
7:15 AM	0	116	4	0	120	0	0	0	0	0	13	85	0	0	98	3	0	18	0	21	239
7:30 AM	0	152	4	1	157	0	0	0	0	0	8	69	0	0	77	4	0	18	0	22	256
7:45 AM	0	126	3	0	129	0	0	0	0	0	7	72	0	0	79	3	0	24	0	27	235
Hourly Total	0	489	15	1	505	0	0	0	0	0	38	281	0	0	319	13	0	74	0	87	911
8:00 AM	0	95	1	0	96	0	0	0	0	0	6	78	0	0	84	3	0	9	0	12	192
8:15 AM	0	72	4	0	76	0	0	0	0	0	11	72	0	0	83	2	0	12	0	14	173
*** BREAK ***	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hourly Total	0	167	5	0	172	0	0	0	0	0	17	150	0	0	167	5	0	21	0	26	365
4:30 PM	0	77	1	0	78	0	0	0	0	0	13	99	0	0	112	2	0	14	0	16	206
4:45 PM	0	97	4	0	101	0	0	0	0	0	9	99	0	1	109	2	0	11	0	13	223
Hourly Total	0	174	5	0	179	0	0	0	0	0	22	198	0	1	221	4	0	25	0	29	429
5:00 PM	0	116	0	0	116	0	0	0	0	0	12	110	0	0	122	1	0	5	0	6	244
5:15 PM	0	97	5	0	102	0	0	0	0	0	10	95	0	0	105	2	0	16	0	18	225
5:30 PM	0	110	4	0	114	0	0	0	0	0	12	95	0	0	107	2	0	9	0	11	232
5:45 PM	0	82	7	0	89	0	0	0	0	0	10	90	0	0	100	3	0	14	0	17	206
Hourly Total	0	405	16	0	421	0	0	0	0	0	44	390	0	0	434	8	0	44	0	52	907
6:00 PM	0	66	0	0	66	0	0	0	0	0	11	78	0	0	89	2	0	8	0	10	165
6:15 PM	0	50	1	0	51	0	0	0	0	0	11	82	0	1	94	6	0	8	0	14	159
Grand Total	0	1524	49	1	1574	0	0	0	0	0	150	1236	0	2	1388	43	0	196	0	239	3201
Approach %	0.0	96.8	3.1	0.1	-	0.0	0.0	0.0	0.0	-	10.8	89.0	0.0	0.1	-	18.0	0.0	82.0	0.0	-	-
Total %	0.0	47.6	1.5	0.0	49.2	0.0	0.0	0.0	0.0	0.0	4.7	38.6	0.0	0.1	43.4	1.3	0.0	6.1	0.0	7.5	-
Lights	0	1498	47	1	1546	0	0	0	0	0	146	1210	0	2	1358	38	0	193	0	231	3135
% Lights	-	98.3	95.9	100.0	98.2	-	-	-	-	-	97.3	97.9	-	100.0	97.8	88.4	-	98.5	-	96.7	97.9
Mediums	0	22	2	0	24	0	0	0	0	0	3	23	0	0	26	5	0	3	0	8	58
% Mediums	-	1.4	4.1	0.0	1.5	-	-	-	-	-	2.0	1.9	-	0.0	1.9	11.6	-	1.5	-	3.3	1.8
Articulated Trucks	0	4	0	0	4	0	0	0	0	0	1	3	0	0	4	0	0	0	0	0	8
% Articulated Trucks	-	0.3	0.0	0.0	0.3	-	-	-	-	-	0.7	0.2	-	0.0	0.3	0.0	-	0.0	-	0.0	0.2

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BONNIE BRAE ST @ US 377
Site Code:
Start Date: 01/19/2023
Page No: 2



Turning Movement Data Plot

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BONNIE BRAE ST @ US 377
Site Code:
Start Date: 01/19/2023
Page No: 3

Turning Movement Peak Hour Data (7:15 AM)

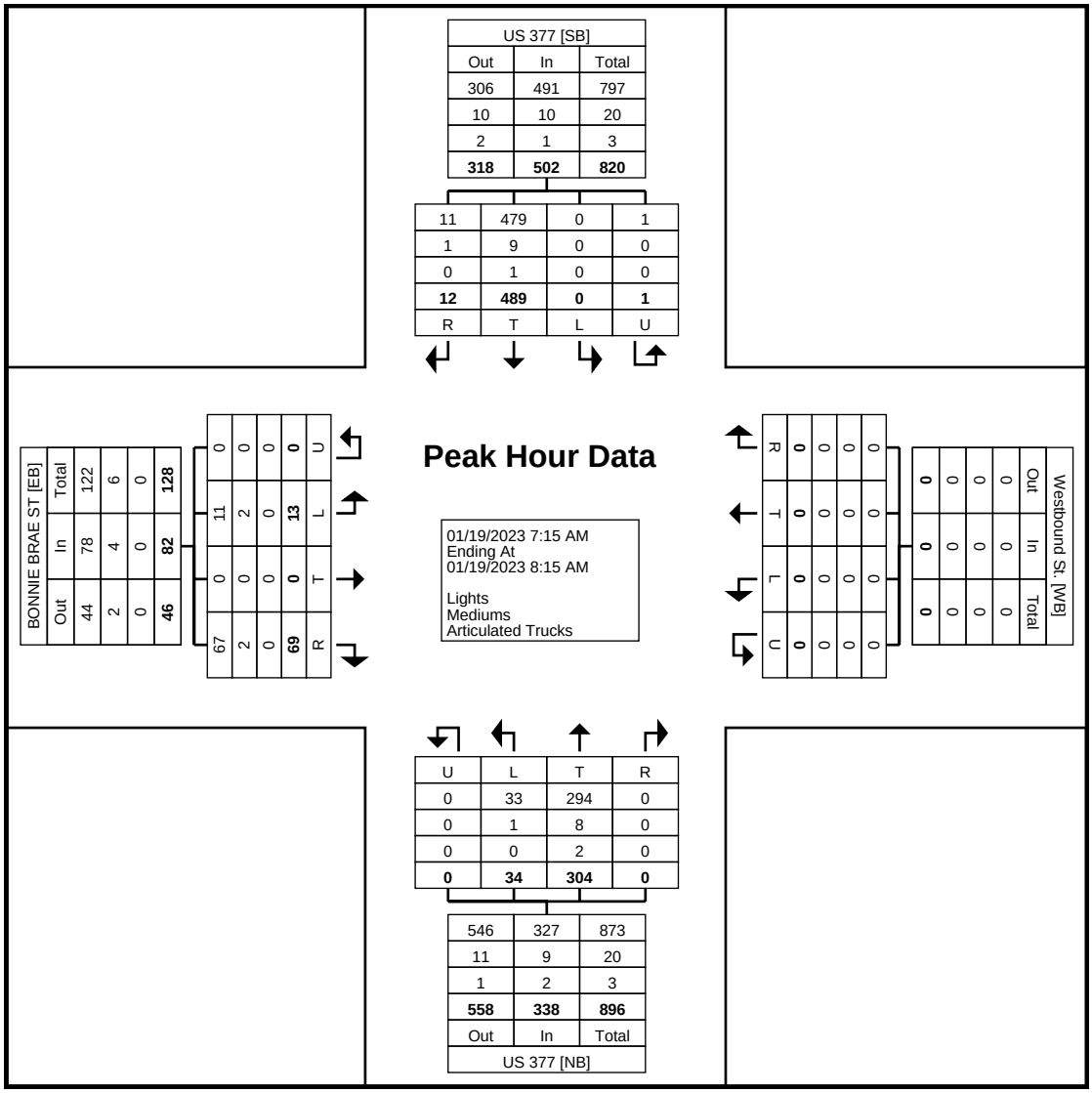
Start Time	US 377 Southbound					Westbound St. Westbound					US 377 Northbound					BONNIE BRAE ST Eastbound					
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
7:15 AM	0	116	4	0	120	0	0	0	0	0	13	85	0	0	98	3	0	18	0	21	239
7:30 AM	0	152	4	1	157	0	0	0	0	0	8	69	0	0	77	4	0	18	0	22	256
7:45 AM	0	126	3	0	129	0	0	0	0	0	7	72	0	0	79	3	0	24	0	27	235
8:00 AM	0	95	1	0	96	0	0	0	0	0	6	78	0	0	84	3	0	9	0	12	192
Total	0	489	12	1	502	0	0	0	0	0	34	304	0	0	338	13	0	69	0	82	922
Approach %	0.0	97.4	2.4	0.2	-	0.0	0.0	0.0	0.0	-	10.1	89.9	0.0	0.0	-	15.9	0.0	84.1	0.0	-	-
Total %	0.0	53.0	1.3	0.1	54.4	0.0	0.0	0.0	0.0	0.0	3.7	33.0	0.0	0.0	36.7	1.4	0.0	7.5	0.0	8.9	-
PHF	0.000	0.804	0.750	0.250	0.799	0.000	0.000	0.000	0.000	0.000	0.654	0.894	0.000	0.000	0.862	0.813	0.000	0.719	0.000	0.759	0.900
Lights	0	479	11	1	491	0	0	0	0	0	33	294	0	0	327	11	0	67	0	78	896
% Lights	-	98.0	91.7	100.0	97.8	-	-	-	-	-	97.1	96.7	-	-	96.7	84.6	-	97.1	-	95.1	97.2
Mediums	0	9	1	0	10	0	0	0	0	0	1	8	0	0	9	2	0	2	0	4	23
% Mediums	-	1.8	8.3	0.0	2.0	-	-	-	-	-	2.9	2.6	-	-	2.7	15.4	-	2.9	-	4.9	2.5
Articulated Trucks	0	1	0	0	1	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	3
% Articulated Trucks	-	0.2	0.0	0.0	0.2	-	-	-	-	-	0.0	0.7	-	-	0.6	0.0	-	0.0	-	0.0	0.3

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BONNIE BRAE ST
@ US 377
Site Code:
Start Date: 01/19/2023
Page No: 4



Turning Movement Peak Hour Data Plot (7:15 AM)

GRAM Traffic NTX Inc.

1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BONNIE BRAE ST @ US 377
Site Code:
Start Date: 01/19/2023
Page No: 5

Turning Movement Peak Hour Data (4:45 PM)

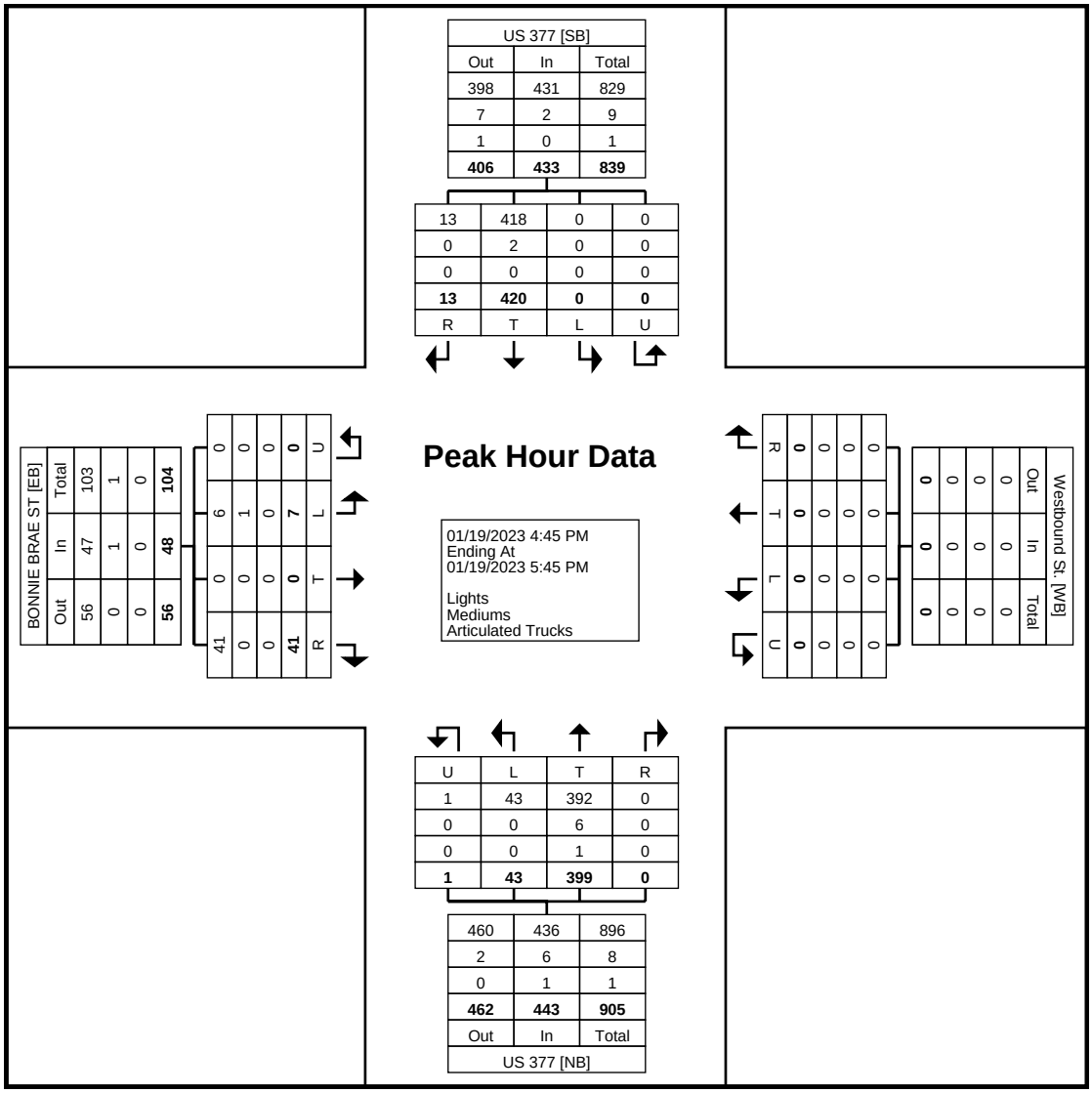
Start Time	US 377 Southbound					Westbound St. Westbound					US 377 Northbound					BONNIE BRAE ST Eastbound					
	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Left	Thru	Right	U-Turn	App. Total	Int. Total
4:45 PM	0	97	4	0	101	0	0	0	0	0	9	99	0	1	109	2	0	11	0	13	223
5:00 PM	0	116	0	0	116	0	0	0	0	0	12	110	0	0	122	1	0	5	0	6	244
5:15 PM	0	97	5	0	102	0	0	0	0	0	10	95	0	0	105	2	0	16	0	18	225
5:30 PM	0	110	4	0	114	0	0	0	0	0	12	95	0	0	107	2	0	9	0	11	232
Total	0	420	13	0	433	0	0	0	0	0	43	399	0	1	443	7	0	41	0	48	924
Approach %	0.0	97.0	3.0	0.0	-	0.0	0.0	0.0	0.0	-	9.7	90.1	0.0	0.2	-	14.6	0.0	85.4	0.0	-	-
Total %	0.0	45.5	1.4	0.0	46.9	0.0	0.0	0.0	0.0	0.0	4.7	43.2	0.0	0.1	47.9	0.8	0.0	4.4	0.0	5.2	-
PHF	0.000	0.905	0.650	0.000	0.933	0.000	0.000	0.000	0.000	0.000	0.896	0.907	0.000	0.250	0.908	0.875	0.000	0.641	0.000	0.667	0.947
Lights	0	418	13	0	431	0	0	0	0	0	43	392	0	1	436	6	0	41	0	47	914
% Lights	-	99.5	100.0	-	99.5	-	-	-	-	-	100.0	98.2	-	100.0	98.4	85.7	-	100.0	-	97.9	98.9
Mediums	0	2	0	0	2	0	0	0	0	0	0	6	0	0	6	1	0	0	0	1	9
% Mediums	-	0.5	0.0	-	0.5	-	-	-	-	-	0.0	1.5	-	0.0	1.4	14.3	-	0.0	-	2.1	1.0
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
% Articulated Trucks	-	0.0	0.0	-	0.0	-	-	-	-	-	0.0	0.3	-	0.0	0.2	0.0	-	0.0	-	0.0	0.1

GRAM Traffic NTX Inc.

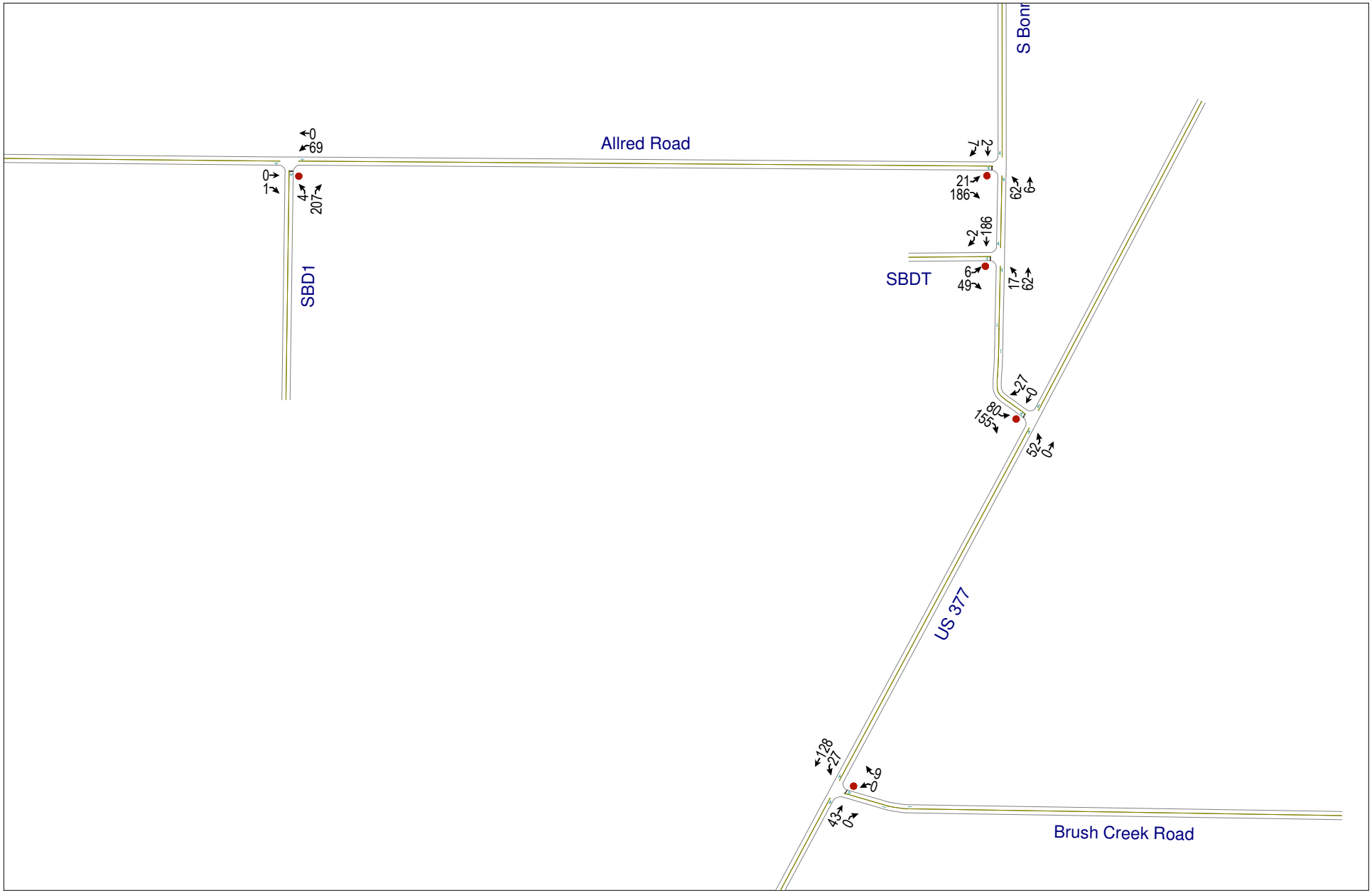
1120 W. Lovers Lane

Arlington, Texas, United States 76013
817.265.8968

Count Name: BONNIE BRAE ST
@ US 377
Site Code:
Start Date: 01/19/2023
Page No: 6



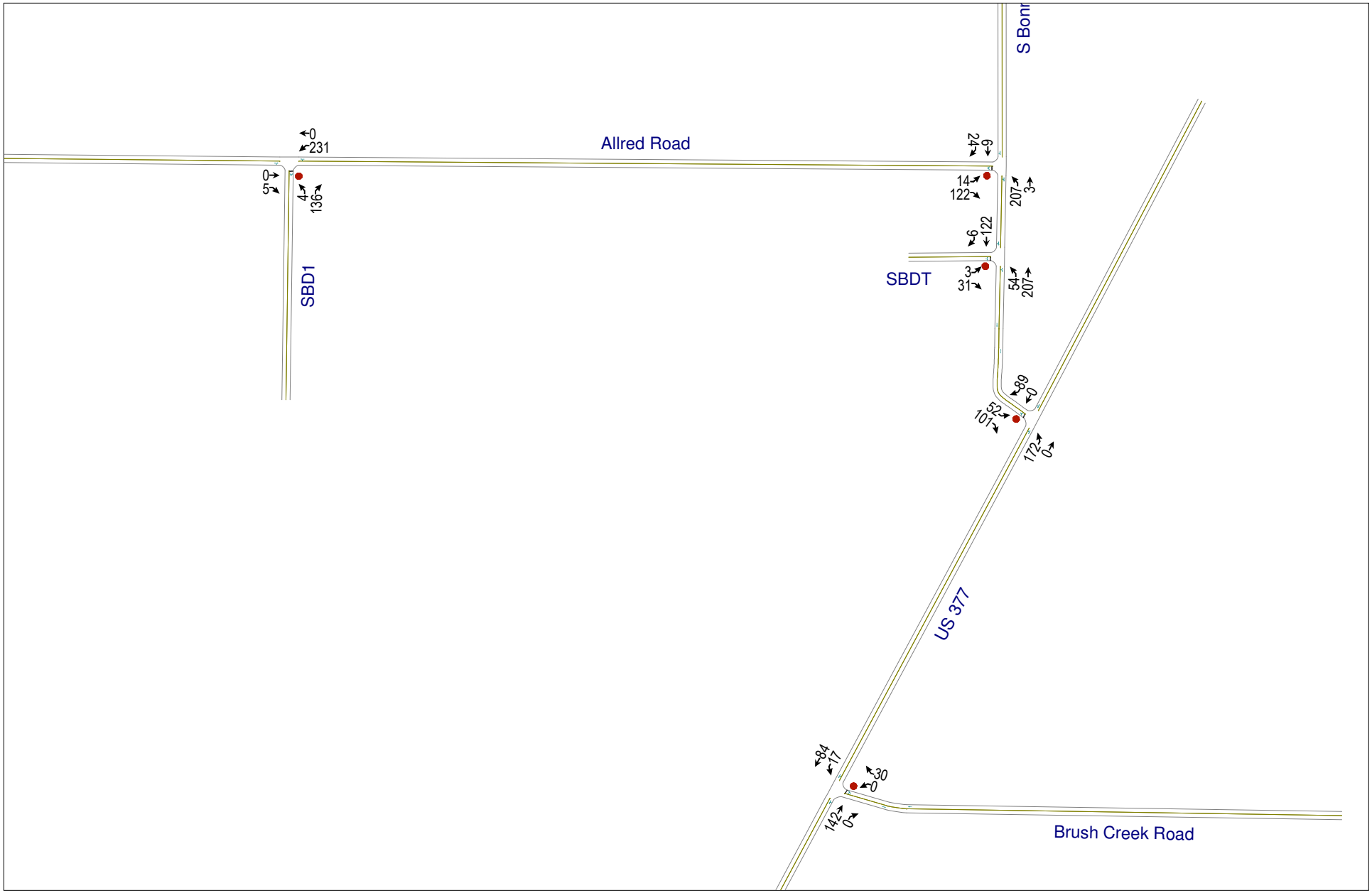
Turning Movement Peak Hour Data Plot (4:45 PM)



Development Trips - AM peak hour
Build Out / Horizon Year

Figure 8

City of Denton
Development Assistance Team
Approval 09/1/21



Development Trips - PM peak hour
Build Out / Horizon Year

Figure 9

City of Denton
Development Assistance Team
Approval 09/1/21

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	13	69	34	304	489	12
Future Vol, veh/h	13	69	34	304	489	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	15	3	3	3	2	8
Mvmt Flow	14	77	38	338	543	13

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	964	550	556	0	-	0
Stage 1	550	-	-	-	-	-
Stage 2	414	-	-	-	-	-
Critical Hdwy	6.55	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.55	-	-	-	-	-
Critical Hdwy Stg 2	5.55	-	-	-	-	-
Follow-up Hdwy	3.635	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	268	533	1010	-	-	-
Stage 1	553	-	-	-	-	-
Stage 2	640	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	256	533	1010	-	-	-
Mov Cap-2 Maneuver	256	-	-	-	-	-
Stage 1	528	-	-	-	-	-
Stage 2	640	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.9	0.9	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1010	-	455	-	-
HCM Lane V/C Ratio	0.037	-	0.2	-	-
HCM Control Delay (s)	8.7	0	14.9	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.7	-	-

Intersection	
Int Delay, s/veh	1.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	37	15	321	22	46	508
Future Vol, veh/h	37	15	321	22	46	508
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	3	5	4	2
Mvmt Flow	41	17	357	24	51	564

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1035	369	0	0	381	0
Stage 1	369	-	-	-	-	-
Stage 2	666	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.14	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.236	-
Pot Cap-1 Maneuver	257	677	-	-	1167	-
Stage 1	699	-	-	-	-	-
Stage 2	511	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	241	677	-	-	1167	-
Mov Cap-2 Maneuver	241	-	-	-	-	-
Stage 1	699	-	-	-	-	-
Stage 2	478	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	20.1	0	0.7
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	296	1167	-
HCM Lane V/C Ratio	-	-	0.195	0.044	-
HCM Control Delay (s)	-	-	20.1	8.2	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.7	0.1	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	7	41	43	399	420	13
Future Vol, veh/h	7	41	43	399	420	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	14	2	2	2	2	2
Mvmt Flow	7	43	45	420	442	14

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	959	449	456	0	-	0
Stage 1	449	-	-	-	-	-
Stage 2	510	-	-	-	-	-
Critical Hdwy	6.54	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.54	-	-	-	-	-
Critical Hdwy Stg 2	5.54	-	-	-	-	-
Follow-up Hdwy	3.626	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	271	610	1105	-	-	-
Stage 1	618	-	-	-	-	-
Stage 2	579	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	257	610	1105	-	-	-
Mov Cap-2 Maneuver	257	-	-	-	-	-
Stage 1	585	-	-	-	-	-
Stage 2	579	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.9	0.8	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1105	-	508	-	-
HCM Lane V/C Ratio	0.041	-	0.099	-	-
HCM Control Delay (s)	8.4	0	12.9	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.3	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	24	36	403	17	19	438
Future Vol, veh/h	24	36	403	17	19	438
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	4	2	2	2	2	2
Mvmt Flow	26	38	429	18	20	466

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	944	438	0	0	447	0
Stage 1	438	-	-	-	-	-
Stage 2	506	-	-	-	-	-
Critical Hdwy	6.44	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	289	619	-	-	1113	-
Stage 1	646	-	-	-	-	-
Stage 2	601	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	282	619	-	-	1113	-
Mov Cap-2 Maneuver	282	-	-	-	-	-
Stage 1	646	-	-	-	-	-
Stage 2	587	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	15.1	0	0.3
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	419	1113	-
HCM Lane V/C Ratio	-	-	0.152	0.018	-
HCM Control Delay (s)	-	-	15.1	8.3	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.5	0.1	-

Intersection	
Int Delay, s/veh	4.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	46	135	57	323	519	24
Future Vol, veh/h	46	135	57	323	519	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	15	3	3	3	2	8
Mvmt Flow	51	150	63	359	577	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1076	591	604	0	-	0
Stage 1	591	-	-	-	-	-
Stage 2	485	-	-	-	-	-
Critical Hdwy	6.55	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.55	-	-	-	-	-
Critical Hdwy Stg 2	5.55	-	-	-	-	-
Follow-up Hdwy	3.635	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	229	505	969	-	-	-
Stage 1	529	-	-	-	-	-
Stage 2	593	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	210	505	969	-	-	-
Mov Cap-2 Maneuver	210	-	-	-	-	-
Stage 1	486	-	-	-	-	-
Stage 2	593	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	25.5	1.3	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	969	-	372	-	-
HCM Lane V/C Ratio	0.065	-	0.541	-	-
HCM Control Delay (s)	9	0	25.5	-	-
HCM Lane LOS	A	A	D	-	-
HCM 95th %tile Q(veh)	0.2	-	3.1	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	39	20	358	23	60	590
Future Vol, veh/h	39	20	358	23	60	590
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	3	5	4	2
Mvmt Flow	43	22	398	26	67	656

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1201	411	0	0	424	0
Stage 1	411	-	-	-	-	-
Stage 2	790	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.14	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.236	-
Pot Cap-1 Maneuver	204	641	-	-	1125	-
Stage 1	669	-	-	-	-	-
Stage 2	447	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	185	641	-	-	1125	-
Mov Cap-2 Maneuver	185	-	-	-	-	-
Stage 1	669	-	-	-	-	-
Stage 2	405	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	25.1	0	0.8
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	244	1125	-
HCM Lane V/C Ratio	-	-	0.269	0.059	-
HCM Control Delay (s)	-	-	25.1	8.4	0
HCM Lane LOS	-	-	D	A	A
HCM 95th %tile Q(veh)	-	-	1.1	0.2	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	0	0	0	0	0
Future Vol, veh/h	0	0	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	0	0

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1	0	0	0	0	0
Stage 1	0	-	-	-	-	-
Stage 2	1	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	1022	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	1022	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	1022	-	-	-	-	-
Mov Cap-2 Maneuver	1022	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	1022	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	-	-	0	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	-	-	-

Intersection	
Int Delay, s/veh	0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	0	0	0	0
Future Vol, veh/h	0	0	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1	0	-	0	1	1
Stage 1	-	-	-	-	1	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1622	-	-	-	1022	1084
Stage 1	-	-	-	-	1022	-
Stage 2	-	-	-	-	-	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1622	-	-	-	1022	1084
Mov Cap-2 Maneuver	-	-	-	-	1022	-
Stage 1	-	-	-	-	1022	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1622	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	0	-	-	-	0
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	0	0	0	0	0
Future Vol, veh/h	0	0	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	0	0

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1	0	0	0	0	0
Stage 1	0	-	-	-	-	-
Stage 2	1	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	1022	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	1022	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	1022	-	-	-	-	-
Mov Cap-2 Maneuver	1022	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	1022	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	-	-	0	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	-	-	-

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	28	83	115	423	446	50
Future Vol, veh/h	28	83	115	423	446	50
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	14	2	2	2	2	2
Mvmt Flow	29	87	121	445	469	53

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1183	496	522	0	-	0
Stage 1	496	-	-	-	-	-
Stage 2	687	-	-	-	-	-
Critical Hdwy	6.54	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.54	-	-	-	-	-
Critical Hdwy Stg 2	5.54	-	-	-	-	-
Follow-up Hdwy	3.626	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	198	574	1044	-	-	-
Stage 1	588	-	-	-	-	-
Stage 2	478	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	168	574	1044	-	-	-
Mov Cap-2 Maneuver	168	-	-	-	-	-
Stage 1	497	-	-	-	-	-
Stage 2	478	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	19.9	1.9	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1044	-	357	-	-
HCM Lane V/C Ratio	0.116	-	0.327	-	-
HCM Control Delay (s)	8.9	0	19.9	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.4	-	1.4	-	-

Intersection	
Int Delay, s/veh	1.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	25	50	485	18	27	499
Future Vol, veh/h	25	50	485	18	27	499
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	4	2	2	2	2	2
Mvmt Flow	27	53	516	19	29	531

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1115	526	0	0	535	0
Stage 1	526	-	-	-	-	-
Stage 2	589	-	-	-	-	-
Critical Hdwy	6.44	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	228	552	-	-	1033	-
Stage 1	589	-	-	-	-	-
Stage 2	551	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	219	552	-	-	1033	-
Mov Cap-2 Maneuver	219	-	-	-	-	-
Stage 1	589	-	-	-	-	-
Stage 2	529	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	17.6	0	0.4
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	366	1033	-
HCM Lane V/C Ratio	-	-	0.218	0.028	-
HCM Control Delay (s)	-	-	17.6	8.6	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.8	0.1	-

Intersection	
Int Delay, s/veh	5.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	46	140	62	344	537	24
Future Vol, veh/h	46	140	62	344	537	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	15	3	3	3	2	8
Mvmt Flow	51	156	69	382	597	27

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1131	611	624	0	-	0
Stage 1	611	-	-	-	-	-
Stage 2	520	-	-	-	-	-
Critical Hdwy	6.55	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.55	-	-	-	-	-
Critical Hdwy Stg 2	5.55	-	-	-	-	-
Follow-up Hdwy	3.635	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	212	492	952	-	-	-
Stage 1	517	-	-	-	-	-
Stage 2	571	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	192	492	952	-	-	-
Mov Cap-2 Maneuver	192	-	-	-	-	-
Stage 1	469	-	-	-	-	-
Stage 2	571	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	28.3	1.4	0
HCM LOS	D		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	952	-	355	-	-
HCM Lane V/C Ratio	0.072	-	0.582	-	-
HCM Control Delay (s)	9.1	0	28.3	-	-
HCM Lane LOS	A	A	D	-	-
HCM 95th %tile Q(veh)	0.2	-	3.5	-	-

Intersection	
Int Delay, s/veh	2.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	47	28	371	30	67	606
Future Vol, veh/h	47	28	371	30	67	606
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	3	5	4	2
Mvmt Flow	52	31	412	33	74	673

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1250	429	0	0	445	0
Stage 1	429	-	-	-	-	-
Stage 2	821	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.14	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.236	-
Pot Cap-1 Maneuver	191	626	-	-	1105	-
Stage 1	657	-	-	-	-	-
Stage 2	432	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	171	626	-	-	1105	-
Mov Cap-2 Maneuver	171	-	-	-	-	-
Stage 1	657	-	-	-	-	-
Stage 2	386	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	28.5	0	0.8
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	235	1105	-
HCM Lane V/C Ratio	-	-	0.355	0.067	-
HCM Control Delay (s)	-	-	28.5	8.5	0
HCM Lane LOS	-	-	D	A	A
HCM 95th %tile Q(veh)	-	-	1.5	0.2	-

Intersection	
Int Delay, s/veh	0.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	5	399	5	5	672
Future Vol, veh/h	5	5	399	5	5	672
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	5	434	5	5	730

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1177	437	0	0	439	0
Stage 1	437	-	-	-	-	-
Stage 2	740	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	211	620	-	-	1121	-
Stage 1	651	-	-	-	-	-
Stage 2	472	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	209	620	-	-	1121	-
Mov Cap-2 Maneuver	209	-	-	-	-	-
Stage 1	651	-	-	-	-	-
Stage 2	468	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	16.9	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	313	1121	-
HCM Lane V/C Ratio	-	-	0.035	0.005	-
HCM Control Delay (s)	-	-	16.9	8.2	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	14	83	59	2	3	16
Future Vol, veh/h	14	83	59	2	3	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	90	64	2	3	17

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	66	0	-	0	185	65
Stage 1	-	-	-	-	65	-
Stage 2	-	-	-	-	120	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1536	-	-	-	804	999
Stage 1	-	-	-	-	958	-
Stage 2	-	-	-	-	905	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1536	-	-	-	796	999
Mov Cap-2 Maneuver	-	-	-	-	796	-
Stage 1	-	-	-	-	948	-
Stage 2	-	-	-	-	905	-

Approach	EB	WB	SB
HCM Control Delay, s	1.1	0	8.8
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1536	-	-	-	960
HCM Lane V/C Ratio	0.01	-	-	-	0.022
HCM Control Delay (s)	7.4	0	-	-	8.8
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	14	11	390	9	12	666
Future Vol, veh/h	14	11	390	9	12	666
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	12	424	10	13	724

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1179	429	0	0	434	0
Stage 1	429	-	-	-	-	-
Stage 2	750	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	211	626	-	-	1126	-
Stage 1	657	-	-	-	-	-
Stage 2	467	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	207	626	-	-	1126	-
Mov Cap-2 Maneuver	207	-	-	-	-	-
Stage 1	657	-	-	-	-	-
Stage 2	458	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	18.5	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	293	1126	-
HCM Lane V/C Ratio	-	-	0.093	0.012	-
HCM Control Delay (s)	-	-	18.5	8.2	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0	-

Intersection	
Int Delay, s/veh	3.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	28	94	124	461	489	50
Future Vol, veh/h	28	94	124	461	489	50
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	14	2	2	2	2	2
Mvmt Flow	29	99	131	485	515	53

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1289	542	568	0	-	0
Stage 1	542	-	-	-	-	-
Stage 2	747	-	-	-	-	-
Critical Hdwy	6.54	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.54	-	-	-	-	-
Critical Hdwy Stg 2	5.54	-	-	-	-	-
Follow-up Hdwy	3.626	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	171	540	1004	-	-	-
Stage 1	560	-	-	-	-	-
Stage 2	448	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	140	540	1004	-	-	-
Mov Cap-2 Maneuver	140	-	-	-	-	-
Stage 1	460	-	-	-	-	-
Stage 2	448	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	23	1.9	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1004	-	326	-	-
HCM Lane V/C Ratio	0.13	-	0.394	-	-
HCM Control Delay (s)	9.1	0	23	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0.4	-	1.8	-	-

Intersection	
Int Delay, s/veh	2.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	40	64	517	34	43	527
Future Vol, veh/h	40	64	517	34	43	527
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	4	2	2	2	2	2
Mvmt Flow	43	68	550	36	46	561

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1221	568	0	0	586	0
Stage 1	568	-	-	-	-	-
Stage 2	653	-	-	-	-	-
Critical Hdwy	6.44	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	197	522	-	-	989	-
Stage 1	563	-	-	-	-	-
Stage 2	514	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	184	522	-	-	989	-
Mov Cap-2 Maneuver	184	-	-	-	-	-
Stage 1	563	-	-	-	-	-
Stage 2	479	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	23.3	0	0.7
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	306	989	-
HCM Lane V/C Ratio	-	-	0.362	0.046	-
HCM Control Delay (s)	-	-	23.3	8.8	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	1.6	0.1	-

Intersection	
Int Delay, s/veh	0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	10	573	11	11	572
Future Vol, veh/h	10	10	573	11	11	572
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	11	623	12	12	622

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1275	629	0	0	635	0
Stage 1	629	-	-	-	-	-
Stage 2	646	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	184	482	-	-	948	-
Stage 1	531	-	-	-	-	-
Stage 2	522	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	181	482	-	-	948	-
Mov Cap-2 Maneuver	181	-	-	-	-	-
Stage 1	531	-	-	-	-	-
Stage 2	512	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	19.9	0	0.2
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	263	948	-
HCM Lane V/C Ratio	-	-	0.083	0.013	-
HCM Control Delay (s)	-	-	19.9	8.8	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0	-

Intersection	
Int Delay, s/veh	2.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	32	45	76	5	5	29
Future Vol, veh/h	32	45	76	5	5	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	49	83	5	5	32

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	88	0	-	0	205	86
Stage 1	-	-	-	-	86	-
Stage 2	-	-	-	-	119	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1508	-	-	-	783	973
Stage 1	-	-	-	-	937	-
Stage 2	-	-	-	-	906	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1508	-	-	-	764	973
Mov Cap-2 Maneuver	-	-	-	-	764	-
Stage 1	-	-	-	-	915	-
Stage 2	-	-	-	-	906	-

Approach	EB	WB	SB
HCM Control Delay, s	3.1	0	9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1508	-	-	-	935
HCM Lane V/C Ratio	0.023	-	-	-	0.04
HCM Control Delay (s)	7.4	0	-	-	9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	24	19	560	22	27	555
Future Vol, veh/h	24	19	560	22	27	555
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	26	21	609	24	29	603

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1282	621	0	0	633	0
Stage 1	621	-	-	-	-	-
Stage 2	661	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	182	487	-	-	950	-
Stage 1	536	-	-	-	-	-
Stage 2	514	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	174	487	-	-	950	-
Mov Cap-2 Maneuver	174	-	-	-	-	-
Stage 1	536	-	-	-	-	-
Stage 2	490	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	23.3	0	0.4
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	243	950	-
HCM Lane V/C Ratio	-	-	0.192	0.031	-
HCM Control Delay (s)	-	-	23.3	8.9	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.7	0.1	-

Intersection	
Int Delay, s/veh	140.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	133	312	118	374	601	55
Future Vol, veh/h	133	312	118	374	601	55
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	15	3	3	3	2	8
Mvmt Flow	148	347	131	416	668	61

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1377	699	729	0	-	0
Stage 1	699	-	-	-	-	-
Stage 2	678	-	-	-	-	-
Critical Hdwy	6.55	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.55	-	-	-	-	-
Critical Hdwy Stg 2	5.55	-	-	-	-	-
Follow-up Hdwy	3.635	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	150	438	870	-	-	-
Stage 1	470	-	-	-	-	-
Stage 2	481	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 121	438	870	-	-	-
Mov Cap-2 Maneuver	~ 121	-	-	-	-	-
Stage 1	378	-	-	-	-	-
Stage 2	481	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	$ 501.6	2.4	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	870	-	246	-	-
HCM Lane V/C Ratio	0.151	-	2.01	-	-
HCM Control Delay (s)	9.9	0	$ 501.6	-	-
HCM Lane LOS	A	A	F	-	-
HCM 95th %tile Q(veh)	0.5	-	36.2	-	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	4.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	46	32	457	27	96	812
Future Vol, veh/h	46	32	457	27	96	812
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	3	5	4	2
Mvmt Flow	51	36	508	30	107	902

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1639	523	0	0	538	0
Stage 1	523	-	-	-	-	-
Stage 2	1116	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.14	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.236	-
Pot Cap-1 Maneuver	110	554	-	-	1020	-
Stage 1	595	-	-	-	-	-
Stage 2	313	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	87	554	-	-	1020	-
Mov Cap-2 Maneuver	87	-	-	-	-	-
Stage 1	595	-	-	-	-	-
Stage 2	247	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	72.3	0	0.9
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	133	1020	-
HCM Lane V/C Ratio	-	-	0.652	0.105	-
HCM Control Delay (s)	-	-	72.3	8.9	0
HCM Lane LOS	-	-	F	A	A
HCM 95th %tile Q(veh)	-	-	3.5	0.3	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	0	0	0	0	0
Future Vol, veh/h	0	0	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	0	0

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1	0	0	0	0	0
Stage 1	0	-	-	-	-	-
Stage 2	1	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	1022	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	1022	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	1022	-	-	-	-	-
Mov Cap-2 Maneuver	1022	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	1022	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	-	-	0	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	-	-	-

Intersection	
Int Delay, s/veh	0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	0	0	0	0	0
Future Vol, veh/h	0	0	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1	0	-	0	1	1
Stage 1	-	-	-	-	1	-
Stage 2	-	-	-	-	0	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1622	-	-	-	1022	1084
Stage 1	-	-	-	-	1022	-
Stage 2	-	-	-	-	-	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1622	-	-	-	1022	1084
Mov Cap-2 Maneuver	-	-	-	-	1022	-
Stage 1	-	-	-	-	1022	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1622	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	0	-	-	-	0
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	-

Intersection	
Int Delay, s/veh	0

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	0	0	0	0	0	0
Future Vol, veh/h	0	0	0	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	0	0	0	0	0

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1	0	0	0	0	0
Stage 1	0	-	-	-	-	-
Stage 2	1	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	1022	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	1022	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	1022	-	-	-	-	-
Mov Cap-2 Maneuver	1022	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	1022	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	-	-	0	0	-
HCM Lane LOS	-	-	A	A	-
HCM 95th %tile Q(veh)	-	-	-	-	-

Intersection	
Int Delay, s/veh	130.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	85	198	305	491	517	147
Future Vol, veh/h	85	198	305	491	517	147
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	14	2	2	2	2	2
Mvmt Flow	89	208	321	517	544	155

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1781	622	699	0	-	0
Stage 1	622	-	-	-	-	-
Stage 2	1159	-	-	-	-	-
Critical Hdwy	6.54	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.54	-	-	-	-	-
Critical Hdwy Stg 2	5.54	-	-	-	-	-
Follow-up Hdwy	3.626	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	~ 84	487	898	-	-	-
Stage 1	513	-	-	-	-	-
Stage 2	283	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 42	487	898	-	-	-
Mov Cap-2 Maneuver	~ 42	-	-	-	-	-
Stage 1	256	-	-	-	-	-
Stage 2	283	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	$ 789.3	4.3	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	898	-	116	-	-
HCM Lane V/C Ratio	0.358	-	2.568	-	-
HCM Control Delay (s)	11.2	0	$ 789.3	-	-
HCM Lane LOS	B	A	F	-	-
HCM 95th %tile Q(veh)	1.6	-	26.9	-	-

Notes

~: Volume exceeds capacity $: Delay exceeds 300s +: Computation Not Defined *: All major volume in platoon

Intersection	
Int Delay, s/veh	3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	30	88	704	21	48	662
Future Vol, veh/h	30	88	704	21	48	662
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	4	2	2	2	2	2
Mvmt Flow	32	94	749	22	51	704

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1566	760	0	0	771	0
Stage 1	760	-	-	-	-	-
Stage 2	806	-	-	-	-	-
Critical Hdwy	6.44	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	121	406	-	-	844	-
Stage 1	458	-	-	-	-	-
Stage 2	436	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	109	406	-	-	844	-
Mov Cap-2 Maneuver	109	-	-	-	-	-
Stage 1	458	-	-	-	-	-
Stage 2	393	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	35.4	0	0.6
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	240	844	-
HCM Lane V/C Ratio	-	-	0.523	0.061	-
HCM Control Delay (s)	-	-	35.4	9.5	0
HCM Lane LOS	-	-	E	A	A
HCM 95th %tile Q(veh)	-	-	2.8	0.2	-

Intersection	
Int Delay, s/veh	158.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	133	316	124	395	620	55
Future Vol, veh/h	133	316	124	395	620	55
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	15	3	3	3	2	8
Mvmt Flow	148	351	138	439	689	61

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1435	720	750	0	-	0
Stage 1	720	-	-	-	-	-
Stage 2	715	-	-	-	-	-
Critical Hdwy	6.55	6.23	4.13	-	-	-
Critical Hdwy Stg 1	5.55	-	-	-	-	-
Critical Hdwy Stg 2	5.55	-	-	-	-	-
Follow-up Hdwy	3.635	3.327	2.227	-	-	-
Pot Cap-1 Maneuver	~ 138	426	855	-	-	-
Stage 1	459	-	-	-	-	-
Stage 2	462	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 109	426	855	-	-	-
Mov Cap-2 Maneuver	~ 109	-	-	-	-	-
Stage 1	361	-	-	-	-	-
Stage 2	462	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	$ 578.7	2.4	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	855	-	229	-	-
HCM Lane V/C Ratio	0.161	-	2.179	-	-
HCM Control Delay (s)	10	0	$ 578.7	-	-
HCM Lane LOS	B	A	F	-	-
HCM 95th %tile Q(veh)	0.6	-	38.6	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	7.3

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	54	40	471	34	103	828
Future Vol, veh/h	54	40	471	34	103	828
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	3	5	4	2
Mvmt Flow	60	44	523	38	114	920

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1690	542	0	0	561	0
Stage 1	542	-	-	-	-	-
Stage 2	1148	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.14	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.236	-
Pot Cap-1 Maneuver	103	540	-	-	1000	-
Stage 1	583	-	-	-	-	-
Stage 2	302	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	79	540	-	-	1000	-
Mov Cap-2 Maneuver	79	-	-	-	-	-
Stage 1	583	-	-	-	-	-
Stage 2	232	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	109.3	0	1
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	124	1000	-
HCM Lane V/C Ratio	-	-	0.842	0.114	-
HCM Control Delay (s)	-	-	109.3	9.1	0
HCM Lane LOS	-	-	F	A	A
HCM 95th %tile Q(veh)	-	-	5.2	0.4	-

Intersection	
Int Delay, s/veh	0.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	5	511	5	5	932
Future Vol, veh/h	5	5	511	5	5	932
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	5	555	5	5	1013

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1581	558	0	0	560	0
Stage 1	558	-	-	-	-	-
Stage 2	1023	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	120	529	-	-	1011	-
Stage 1	573	-	-	-	-	-
Stage 2	347	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	119	529	-	-	1011	-
Mov Cap-2 Maneuver	119	-	-	-	-	-
Stage 1	573	-	-	-	-	-
Stage 2	343	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	24.7	0	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	194	1011	-
HCM Lane V/C Ratio	-	-	0.056	0.005	-
HCM Control Delay (s)	-	-	24.7	8.6	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.2	0	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	14	123	73	2	3	16
Future Vol, veh/h	14	123	73	2	3	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	134	79	2	3	17

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	81	0	-	0	244	80
Stage 1	-	-	-	-	80	-
Stage 2	-	-	-	-	164	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1517	-	-	-	744	980
Stage 1	-	-	-	-	943	-
Stage 2	-	-	-	-	865	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1517	-	-	-	736	980
Mov Cap-2 Maneuver	-	-	-	-	736	-
Stage 1	-	-	-	-	933	-
Stage 2	-	-	-	-	865	-

Approach	EB	WB	SB
HCM Control Delay, s	0.8	0	9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1517	-	-	-	931
HCM Lane V/C Ratio	0.01	-	-	-	0.022
HCM Control Delay (s)	7.4	0	-	-	9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	14	502	9	12	925
Future Vol, veh/h	11	14	502	9	12	925
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	15	546	10	13	1005

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1582	551	0	0	556	0
Stage 1	551	-	-	-	-	-
Stage 2	1031	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	120	534	-	-	1015	-
Stage 1	577	-	-	-	-	-
Stage 2	344	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	117	534	-	-	1015	-
Mov Cap-2 Maneuver	117	-	-	-	-	-
Stage 1	577	-	-	-	-	-
Stage 2	334	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	24.9	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	208	1015	-
HCM Lane V/C Ratio	-	-	0.131	0.013	-
HCM Control Delay (s)	-	-	24.9	8.6	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0	-

Intersection	
Int Delay, s/veh	181.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	85	209	314	529	560	147
Future Vol, veh/h	85	209	314	529	560	147
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	95	95	95	95	95	95
Heavy Vehicles, %	14	2	2	2	2	2
Mvmt Flow	89	220	331	557	589	155

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	1886	667	744	0	-	0
Stage 1	667	-	-	-	-	-
Stage 2	1219	-	-	-	-	-
Critical Hdwy	6.54	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.54	-	-	-	-	-
Critical Hdwy Stg 2	5.54	-	-	-	-	-
Follow-up Hdwy	3.626	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	~ 72	459	864	-	-	-
Stage 1	488	-	-	-	-	-
Stage 2	264	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	~ 32	459	864	-	-	-
Mov Cap-2 Maneuver	~ 32	-	-	-	-	-
Stage 1	217	-	-	-	-	-
Stage 2	264	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, $	1127.2	4.4	0
HCM LOS	F		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	864	-	94	-	-
HCM Lane V/C Ratio	0.383	-	3.292	-	-
HCM Control Delay (s)	11.7	$	1127.2	-	-
HCM Lane LOS	B	A	F	-	-
HCM 95th %tile Q(veh)	1.8	-	30.7	-	-

Notes			
~: Volume exceeds capacity	$: Delay exceeds 300s	+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	6.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	44	102	736	37	65	691
Future Vol, veh/h	44	102	736	37	65	691
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	4	2	2	2	2	2
Mvmt Flow	47	109	783	39	69	735

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1676	803	0	0	822	0
Stage 1	803	-	-	-	-	-
Stage 2	873	-	-	-	-	-
Critical Hdwy	6.44	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	104	383	-	-	807	-
Stage 1	437	-	-	-	-	-
Stage 2	405	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	89	383	-	-	807	-
Mov Cap-2 Maneuver	89	-	-	-	-	-
Stage 1	437	-	-	-	-	-
Stage 2	346	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	73.9	0	0.8
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	192	807	-
HCM Lane V/C Ratio	-	-	0.809	0.086	-
HCM Control Delay (s)	-	-	73.9	9.9	0
HCM Lane LOS	-	-	F	A	A
HCM 95th %tile Q(veh)	-	-	5.7	0.3	-

Intersection	
Int Delay, s/veh	0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	10	10	830	11	11	758
Future Vol, veh/h	10	10	830	11	11	758
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	11	902	12	12	824

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1756	908	0	0	914	0
Stage 1	908	-	-	-	-	-
Stage 2	848	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	93	334	-	-	746	-
Stage 1	393	-	-	-	-	-
Stage 2	420	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	90	334	-	-	746	-
Mov Cap-2 Maneuver	90	-	-	-	-	-
Stage 1	393	-	-	-	-	-
Stage 2	407	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	34.9	0	0.1
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	142	746	-
HCM Lane V/C Ratio	-	-	0.153	0.016	-
HCM Control Delay (s)	-	-	34.9	9.9	0
HCM Lane LOS	-	-	D	A	A
HCM 95th %tile Q(veh)	-	-	0.5	0	-

Intersection	
Int Delay, s/veh	2.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	27	32	118	5	5	29
Future Vol, veh/h	27	32	118	5	5	29
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	29	35	128	5	5	32

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	133	0	-	0	224	131
Stage 1	-	-	-	-	131	-
Stage 2	-	-	-	-	93	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1452	-	-	-	764	919
Stage 1	-	-	-	-	895	-
Stage 2	-	-	-	-	931	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1452	-	-	-	749	919
Mov Cap-2 Maneuver	-	-	-	-	749	-
Stage 1	-	-	-	-	877	-
Stage 2	-	-	-	-	931	-

Approach	EB	WB	SB
HCM Control Delay, s	3.4	0	9.2
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1452	-	-	-	889
HCM Lane V/C Ratio	0.02	-	-	-	0.042
HCM Control Delay (s)	7.5	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	1.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	19	24	817	22	27	740
Future Vol, veh/h	19	24	817	22	27	740
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	26	888	24	29	804

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1762	900	0	0	912	0
Stage 1	900	-	-	-	-	-
Stage 2	862	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	93	337	-	-	747	-
Stage 1	397	-	-	-	-	-
Stage 2	414	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	86	337	-	-	747	-
Mov Cap-2 Maneuver	86	-	-	-	-	-
Stage 1	397	-	-	-	-	-
Stage 2	385	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	40.5	0	0.4
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	147	747	-
HCM Lane V/C Ratio	-	-	0.318	0.039	-
HCM Control Delay (s)	-	-	40.5	10	0
HCM Lane LOS	-	-	E	B	A
HCM 95th %tile Q(veh)	-	-	1.3	0.1	-

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	133	316	124	395	620	55
Future Volume (vph)	133	316	124	395	620	55
Turn Type	Prot	Perm	pm+pt	NA	NA	Perm
Protected Phases	4		5	2	6	
Permitted Phases		4	2			6
Detector Phase	4	4	5	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	25.0	25.0	12.0	25.0	25.0	25.0
Total Split (s)	30.0	30.0	15.0	60.0	45.0	45.0
Total Split (%)	33.3%	33.3%	16.7%	66.7%	50.0%	50.0%
Yellow Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Lead/Lag			Lead		Lag	Lag
Lead-Lag Optimize?			Yes		Yes	Yes
Recall Mode	None	None	None	Min	Min	Min
Act Effct Green (s)	12.9	12.9	43.3	43.3	32.4	32.4
Actuated g/C Ratio	0.18	0.18	0.61	0.61	0.46	0.46
v/c Ratio	0.52	0.67	0.41	0.39	0.81	0.09
Control Delay	36.5	13.7	9.7	8.3	28.2	8.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	36.5	13.7	9.7	8.3	28.2	8.2
LOS	D	B	A	A	C	A
Approach Delay	20.5			8.7	26.6	
Approach LOS	C			A	C	

Intersection Summary	
Cycle Length: 90	
Actuated Cycle Length: 71.2	
Natural Cycle: 75	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.81	
Intersection Signal Delay: 19.3	Intersection LOS: B
Intersection Capacity Utilization 64.4%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 1: US 377 & Bonnie Brae Street

Intersection	
Int Delay, s/veh	4.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	54	40	471	34	103	828
Future Vol, veh/h	54	40	471	34	103	828
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	100	-	-	100	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	90	90	90	90	90	90
Heavy Vehicles, %	2	2	3	5	4	2
Mvmt Flow	60	44	523	38	114	920

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1690	542	0	0	561	0
Stage 1	542	-	-	-	-	-
Stage 2	1148	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.14	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.236	-
Pot Cap-1 Maneuver	103	540	-	-	1000	-
Stage 1	583	-	-	-	-	-
Stage 2	302	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	91	540	-	-	1000	-
Mov Cap-2 Maneuver	91	-	-	-	-	-
Stage 1	583	-	-	-	-	-
Stage 2	268	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	63	0	1
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	91	540	1000	-
HCM Lane V/C Ratio	-	-	0.659	0.082	0.114	-
HCM Control Delay (s)	-	-	100.6	12.3	9.1	-
HCM Lane LOS	-	-	F	B	A	-
HCM 95th %tile Q(veh)	-	-	3.2	0.3	0.4	-

Intersection	
Int Delay, s/veh	0.5

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	11	14	502	9	12	925
Future Vol, veh/h	11	14	502	9	12	925
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	100	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	15	546	10	13	1005

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1582	551	0	0	556	0
Stage 1	551	-	-	-	-	-
Stage 2	1031	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	120	534	-	-	1015	-
Stage 1	577	-	-	-	-	-
Stage 2	344	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	118	534	-	-	1015	-
Mov Cap-2 Maneuver	118	-	-	-	-	-
Stage 1	577	-	-	-	-	-
Stage 2	340	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	23.8	0	0.1
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	118	534	1015	-
HCM Lane V/C Ratio	-	-	0.101	0.028	0.013	-
HCM Control Delay (s)	-	-	38.9	11.9	8.6	-
HCM Lane LOS	-	-	E	B	A	-
HCM 95th %tile Q(veh)	-	-	0.3	0.1	0	-

Lane Group	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (vph)	85	209	314	529	560	147
Future Volume (vph)	85	209	314	529	560	147
Turn Type	Prot	Perm	pm+pt	NA	NA	Perm
Protected Phases	4		5	2	6	
Permitted Phases		4	2			6
Detector Phase	4	4	5	2	6	6
Switch Phase						
Minimum Initial (s)	5.0	5.0	5.0	5.0	5.0	5.0
Minimum Split (s)	25.0	25.0	12.0	25.0	25.0	25.0
Total Split (s)	30.0	30.0	15.0	60.0	45.0	45.0
Total Split (%)	33.3%	33.3%	16.7%	66.7%	50.0%	50.0%
Yellow Time (s)	5.0	5.0	5.0	5.0	5.0	5.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	7.0	7.0	7.0	7.0	7.0	7.0
Lead/Lag			Lead		Lag	Lag
Lead-Lag Optimize?			Yes		Yes	Yes
Recall Mode	None	None	None	Min	Min	Min
Act Effct Green (s)	9.3	9.3	41.1	41.1	25.7	25.7
Actuated g/C Ratio	0.14	0.14	0.63	0.63	0.40	0.40
v/c Ratio	0.39	0.53	0.82	0.47	0.80	0.23
Control Delay	32.9	9.8	27.1	7.8	26.1	6.7
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	32.9	9.8	27.1	7.8	26.1	6.7
LOS	C	A	C	A	C	A
Approach Delay	16.5			15.0	22.1	
Approach LOS	B			B	C	

Intersection Summary	
Cycle Length: 90	
Actuated Cycle Length: 64.8	
Natural Cycle: 80	
Control Type: Actuated-Uncoordinated	
Maximum v/c Ratio: 0.82	
Intersection Signal Delay: 17.9	Intersection LOS: B
Intersection Capacity Utilization 69.1%	ICU Level of Service C
Analysis Period (min) 15	

Splits and Phases: 1: US 377 & Bonnie Brae Street

Intersection	
Int Delay, s/veh	3.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	44	102	736	37	65	691
Future Vol, veh/h	44	102	736	37	65	691
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	100	-	-	100	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	94	94	94	94	94	94
Heavy Vehicles, %	4	2	2	2	2	2
Mvmt Flow	47	109	783	39	69	735

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1676	803	0	0	822	0
Stage 1	803	-	-	-	-	-
Stage 2	873	-	-	-	-	-
Critical Hdwy	6.44	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.44	-	-	-	-	-
Critical Hdwy Stg 2	5.44	-	-	-	-	-
Follow-up Hdwy	3.536	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	104	383	-	-	807	-
Stage 1	437	-	-	-	-	-
Stage 2	405	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	95	383	-	-	807	-
Mov Cap-2 Maneuver	95	-	-	-	-	-
Stage 1	437	-	-	-	-	-
Stage 2	370	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	35.3	0	0.8
HCM LOS	E		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	95	383	807	-
HCM Lane V/C Ratio	-	-	0.493	0.283	0.086	-
HCM Control Delay (s)	-	-	75.1	18.1	9.9	-
HCM Lane LOS	-	-	F	C	A	-
HCM 95th %tile Q(veh)	-	-	2.1	1.1	0.3	-

Intersection	
Int Delay, s/veh	1.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	19	24	817	22	27	740
Future Vol, veh/h	19	24	817	22	27	740
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	-	100	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	26	888	24	29	804

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1762	900	0	0	912	0
Stage 1	900	-	-	-	-	-
Stage 2	862	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	93	337	-	-	747	-
Stage 1	397	-	-	-	-	-
Stage 2	414	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	89	337	-	-	747	-
Mov Cap-2 Maneuver	89	-	-	-	-	-
Stage 1	397	-	-	-	-	-
Stage 2	398	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	34.6	0	0.4
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	89	337	747	-
HCM Lane V/C Ratio	-	-	0.232	0.077	0.039	-
HCM Control Delay (s)	-	-	57.3	16.6	10	-
HCM Lane LOS	-	-	F	C	B	-
HCM 95th %tile Q(veh)	-	-	0.8	0.2	0.1	-

TEXAS SECRETARY of STATE
JANE NELSON

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	805040218	**Entity Type:**	Domestic Limited Liability Company (LLC)
Original Date of Filing:	May 1, 2023	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32089650934	**FEIN:**	
Duration:	Perpetual		

Name: RED ROCK CONSULTING GROUP LLC

Address: 2061 S STEMMONS FWY
LEWISVILLE, TX 75067-8762 USA

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT | ASSUMED NAMES | ASSOCIATED ENTITIES | INITIAL ADDRESS

Name	Address	Inactive Date
TEXAS R.E. DEVELOPMENTS LLC	2061 S STEMMONS FWY LEWISVILLE, TX 75067 USA	

Order | Return to Search

Instructions:

- To place an order for additional information about a filing press the 'Order' button.

PD24-0003a
The Reserves at Brush Creek

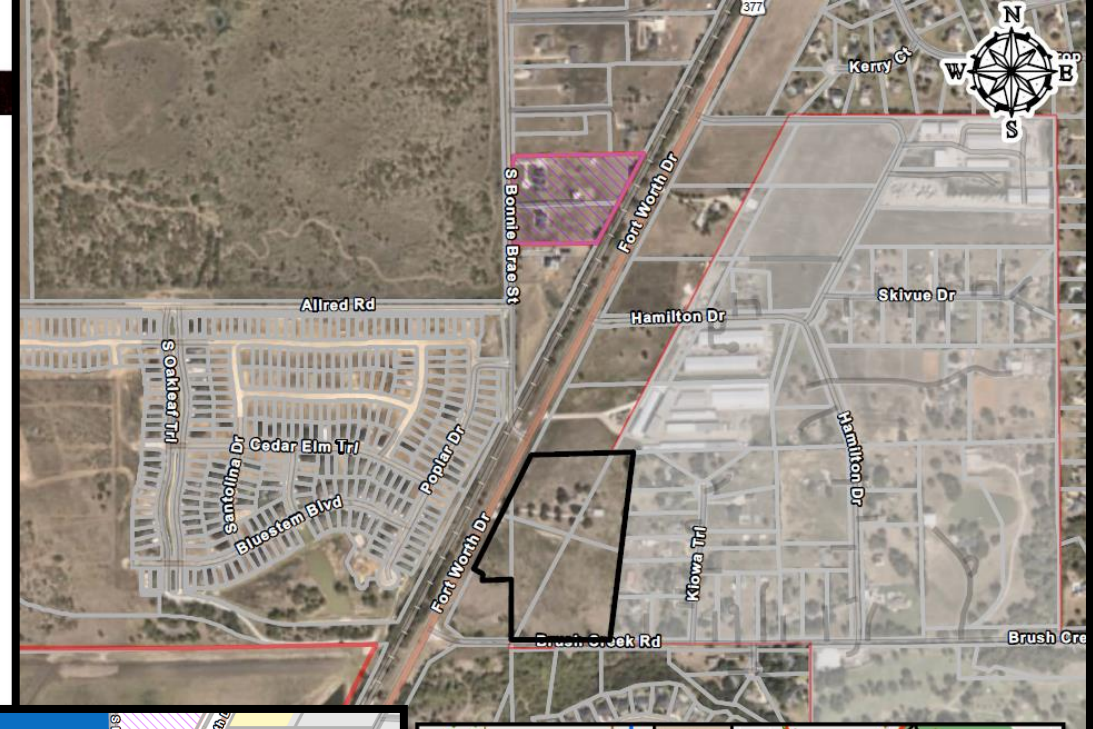
Angie Manglaris, AICP

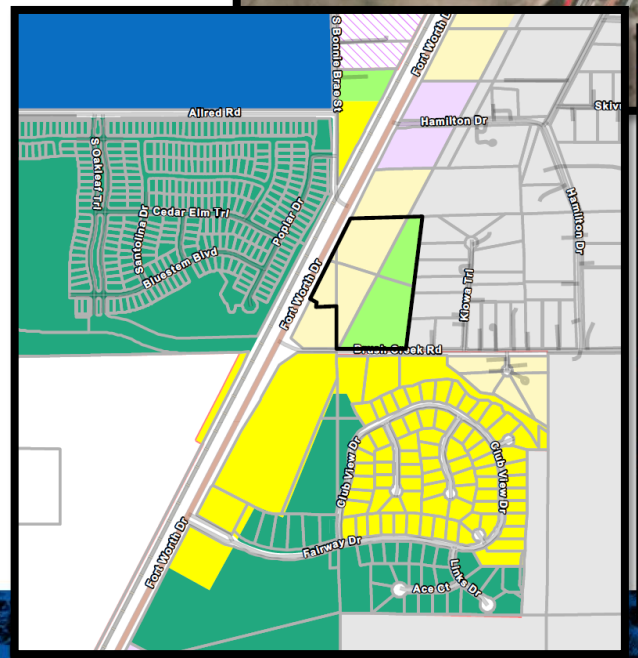
Development Review Manager

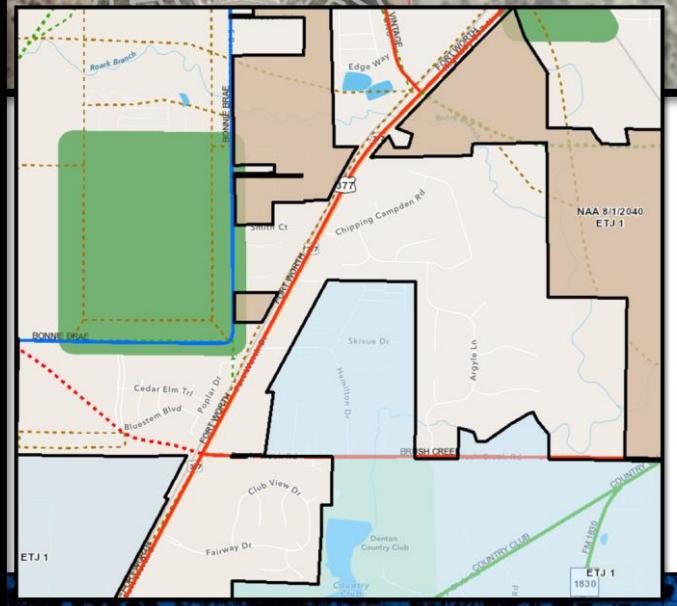
December 3, 2024

Request & Site Data

- Rezoning **from RR and R-1 Districts to PD-R4** – for single-family residential.
- 15.44-acre site located northeast of the intersection of US 377 and Brush Creek Road **(Primary Arterials)**.
- Predominantly open pasture, with an existing residential home and associated accessory structures
- Site is **part of a larger 18.07-acre tract** – hard corner not part of this request
- Future Land Use predominantly **Neighborhood Mixed Use with Low Residential.**
- Surrounded by PD to the west, City ETJ to the east; R2 to the south, R1 to the north.

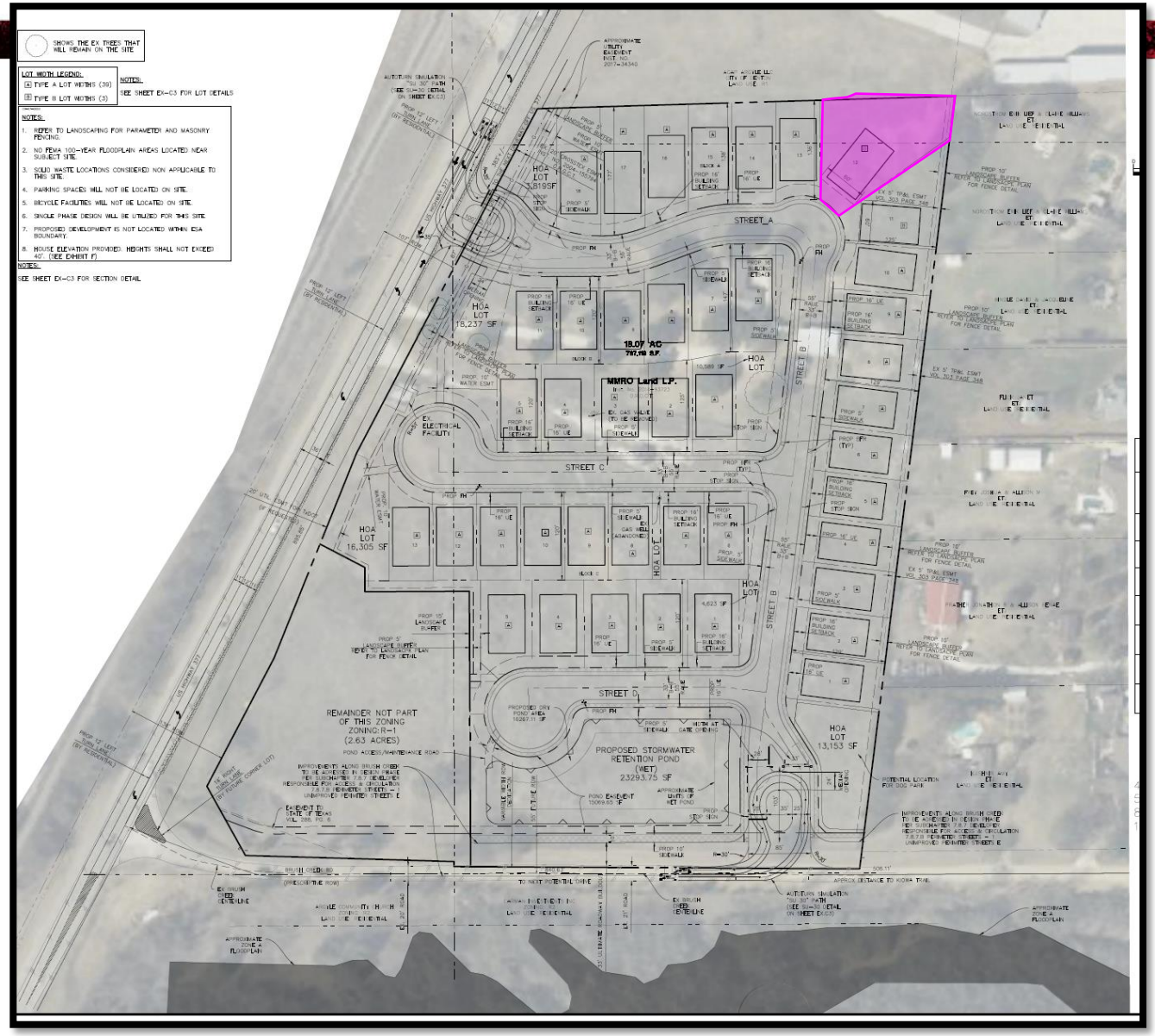






Development Plan

- **42 lot single-family residential development**.
- Proposed gated community with privately owned and maintained streets.
- Development Standards **restricts allowable uses to single-family residential** and **customary accessory uses.**
- Base Zoning of R4. PD proposes larger lots than DDC required **(60’x120’ vs 50’x80’).**
- Adds definition for Lot Width, Type B: Applies to lots with Trapezoidal shape fronting a street knuckle. **Lot width shall be measured at the front setback line**.
- Proposed PD in this location is appropriate in scale and provides a transitional area within the overall region.



Landscape Plan

- Eastern property line of the PD district, provides a **10-foot-wide landscaped buffer**, consisting of a **6-foot-tall** masonry wall and a continual row of trees.
- Southwestern property line of the PD district shall provide a **15-foot-wide landscaped buffer**.
- The Development Plan includes approximately **8.6% of the land area being open space.**
  - Include a retention pond and active and passive recreational areas.
  - Open space areas are linked together via internal sidewalks throughout the site.
- Where street tree spacing requirements cannot be met, street trees shall be placed outside the right-of-way and in HOA Lots.
  - **15 Street Trees in HOA Lots**

Approval Criteria

General Approval Criteria for All Applications (Sec. 2.4.5E)

1. General Criteria
2. Prior Approvals
3. Consistent with the Comprehensive Plan and Other Applicable Plans
4. Compliance with this DDC
5. Compliance with other regulations
6. Consistent with Interlocal and Development Agreements
7. Minimizes Adverse Environmental Impacts
8. Minimizes Adverse Impacts on surrounding Property
9. Minimizes Adverse Fiscal Impacts
10. Compliance with Utility, Service, and Improvement Standards
11. Provides Adequate Road Systems
12. Provides Adequate Public Services and Facilities
13. Rational Phasing Plan

Rezoning to PD District App (2.7.3.E)

1. Complies with the goals of the Comprehensive Plan;
2. Complies with the goals of relevant Area Plans;
3. Complies with this DDC, except where modifications are expressly au and PD Development Plan;
4. Provides a greater level of building design quality, community amenit the project were not being developed in a PD District;
5. In the case of proposed residential development, that the developme and that it will be compatible with the character of the surrounding
6. In the case of proposed commercial, industrial, institutional, recreatio uses, that such development will be appropriate in area, location, an and
7. The provisions for public facilities such as schools, fire protection, law enforcement, water, wastewater, streets, public services and parks are adequate to serve the anticipated population within the PD District.
8. The conditions and/or restrictions imposed by the PD are necessary and sufficient to address any significantly adverse impacts to surrounding properties or the neighborhood.

Summary:

- ✓ Project is consistent with Denton 2040 Comprehensive Plan
- ✓ Complies with DDC, except where otherwise specified
- ✓ Provides greater level of design quality
- ✓ Will promote buildings and uses compatible with the surrounding area
- ✓ Minimizes adverse impacts
- ✓ Public facilities are adequate to serve development

Denton 2040 Plan

- **Future Land Use:** site is predominantly designated as Neighborhood Mixed Use.
  - Applies to neighborhoods where the **predominant use is residential**, but with a mix of compatible housing types and densities **along with local-serving retail and service uses.** The subject property will **serve as a transition area.**
- **Population Projections:** Per the Denton 2040 Comprehensive Plan, the City's population is projected to increase from 139,869 residents in 2020 to 229,192 residents in 2040, requiring the addition of **37,094 total housing units, including 19,808 additional detached** residential dwelling units (Table 1.3).
- **Goal HN-1**: Develop and maintain a housing stock that meets the needs of all residents with a diverse array of choices in type, cost, and locations.

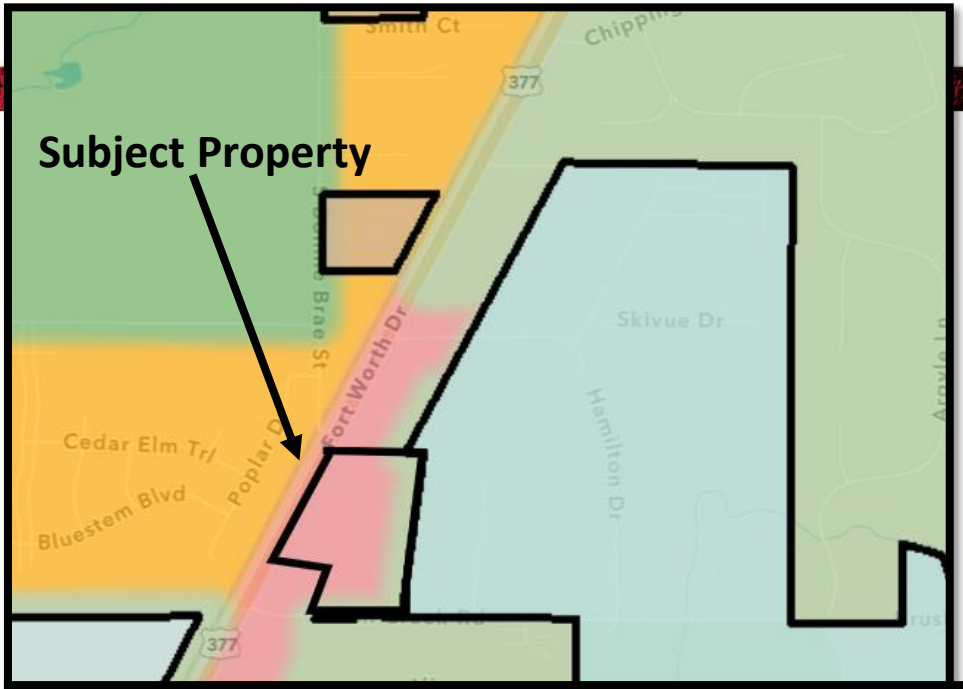


Table 1.3 Residential Demand by Type

	2020 Units (1)	% of 2019 Units (2)	Existing Dev. Residential Area (Ac) (3)	Existing Density (4)	Acres Per Unit (5)	2040 New Units (6)	New Residential Area (Ac) (7)
1 Unit Detached (Residential Single-Family)	31,017	53.4%	15,204	2.04	0.49	19,808	12,137
1 Unit Attached, 2-4 Units, Other (Residential Other)	9,468	16.3%	1,667	5.68	0.18	6,046	1,331
5+ Units (Residential Multi-Family)	17,600	30.3%	1,152	15.28	0.07	11,239	920
Total	58,085	-	18,023	-	-	37,094	14,387

Design Standards & Compatibility

- Consistent with the existing land use patterns and **would not introduce new or incompatible activities to the area**.
- **10' Landscaped buffer is provided along the eastern property line of the PD district**.
  - Includes a masonry screening wall and a continual row of trees to be planted.
- **15-foot-wide landscaped buffer along the southwestern property line of the PD district**.
- Landscaped HOA lots along public rights-of-way are incorporated to enhance visual appeal.
- The PD proposes a **larger R4 lot size than required by the DDC maximizing the distance between existing homes to the east and proposed new development**.

DDC Standard	R4 District	Proposed PD Regulations	Difference
Permitted Uses (DDC Subchapter 5)	Uses as outlined in DDC Subchapter 5, including Single-Family Detached Homes, Community Homes, Outdoor Recreation Facilities, Religious Facilities, Duplex (S), Townhomes (S), select professional office uses (S) Note: (S) indicates a Specific Use Permit is required	The following principal uses shall be permitted: 1. Single-Family Homes The following accessory uses and structures shall be permitted: 1. Accessory Structures 2. Home Occupations 3. Swimming Pools 4. Detached garages/carport	Limits allowable uses to single-family dwelling units and a limited variety of accessory uses and structures.
Street Tree Requirements DDC 7.7.7. D.1	At least one street tree is required for every 30 feet of street frontage	Where DDC 7.7.7 spacing requirements cannot be met, street trees shall be placed outside the right-of-way and in HOA Lots. 15 Street Trees are located within HOA Lots.	Street Tree requirements are fulfilled by locating those that cannot be accommodated along right-of-way in HOA Lots.
Landscape Buffers DDC Table 7. F (Eastern Property Line)	When a developing single-family use is adjacent to an existing single-family use, no landscaped compatibility buffer is required.	Adjacent to existing single-family development, a 10-foot-wide landscaped buffer is required, consisting of a 6-foot-tall masonry wall and a continual row of trees.	Additional buffering and landscape requirements where adjacent to an existing single-family development.
Landscape Buffers DDC Table 7. F (Southwestern Property Lines)	When a developing use is adjacent to an undeveloped parcel, no landscaped buffer is required.	Where adjacent to the remaining 2.7 undeveloped acres out of the parent tract, the development shall provide a 15-foot-wide landscaped buffer	Additional buffering and landscape requirements where adjacent to the undeveloped remainder parcel.

Public Outreach

- Newspaper Ad: October 27, 2024
- Website: October 24, 2024
- Signs Posted: October 30, 2024
- Mailed Notices:

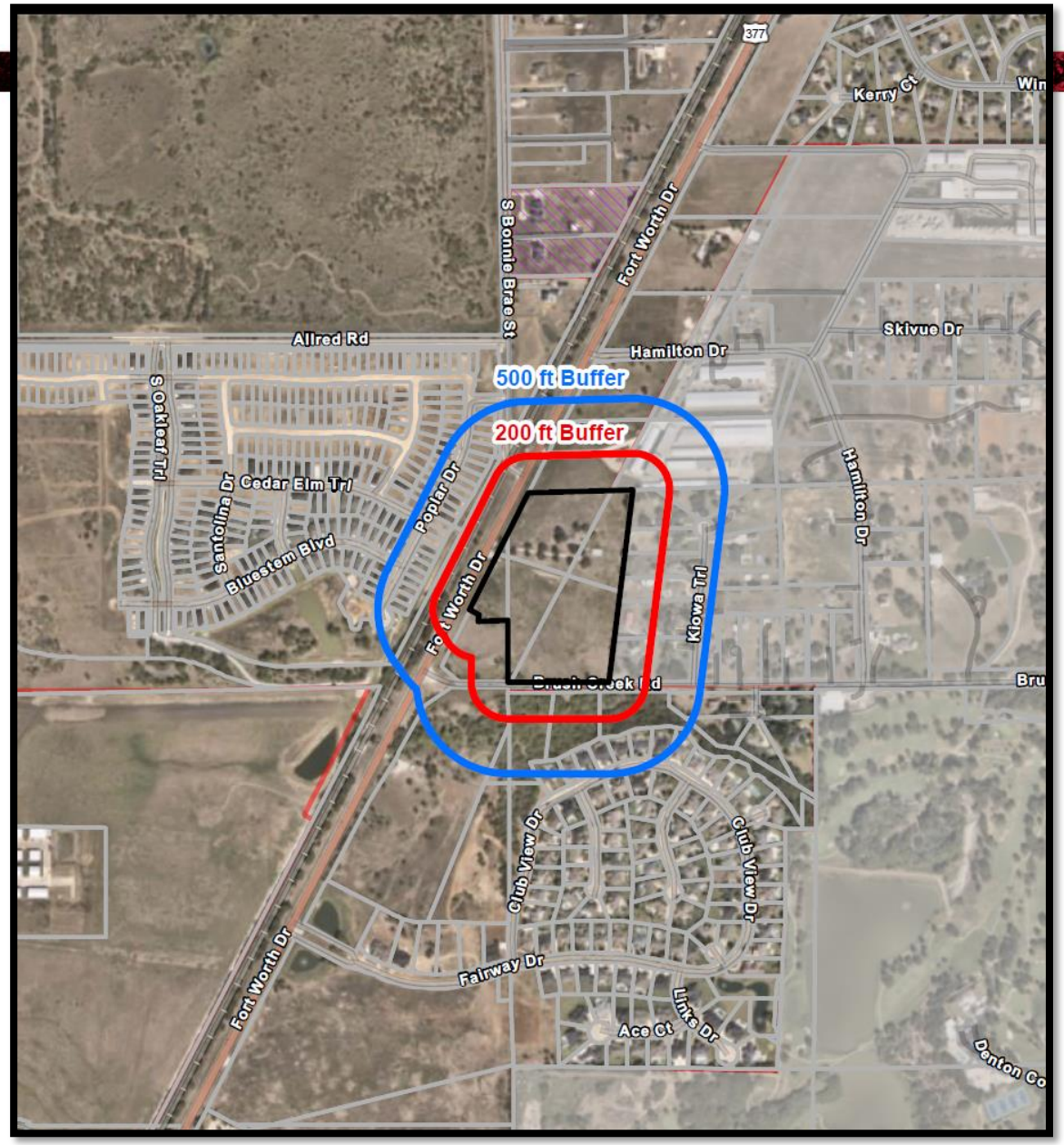
  200 ft. Public Notices mailed: 6

  500 ft. Courtesy Notices mailed: 70
- Responses:

  In Opposition: 4 emails have been received; none within 200’.

  In Favor: 0

  Neutral: 0
- Three Neighborhood Meetings held by applicant since June 2023



Recommendation

The Planning and Zoning Commission recommended approval (3-1) of this request at their November 13, 2024 meeting.

Staff recommends **approval** of the request as it complies with the criteria in Section 2.4.5.E of the Denton Development Code (DDC) for approval of all applications, and Section 2.7.3.D of the DDC for approval of a zoning change to PD District.

QUESTIONS?

Angie Manglaris, AICP
Development Review Manager
Development Services

File #: ID 24-2389, **Version:** 1

AGENDA CAPTION

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, Amending Ordinance No. 2010-316 concerning Tax Increment Reinvestment Zone Number One, City of Denton, Texas, established pursuant to Chapter 311 of the Texas Tax Code, by expanding the boundaries and extending the term of Tax Increment Financing Reinvestment Zone Number One, City of Denton, Texas; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

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

DATE: **December 3, 2024**

SUBJECT

Hold a public hearing and consider adoption of an ordinance of the City of Denton, Texas, Amending Ordinance No. 2010-316 concerning Tax Increment Reinvestment Zone Number One, City of Denton, Texas, established pursuant to Chapter 311 of the Texas Tax Code, by expanding the boundaries and extending the term of Tax Increment Financing Reinvestment Zone Number One, City of Denton, Texas; and providing an effective date.

BACKGROUND

The Downtown TIRZ was created in 2010 encompassing approximately 226 acres. The original certified base value of the TIRZ was $79.4 million in 2010 and $261,579,433 in 2024; an increase of over $182 Million.

Per the Project Plan, the TIRZ was formed to focus on the following project areas: parking/transportation, complete streets, support for downtown projects, and utility/drainage improvements. The TIRZ #1 took effect on January 1, 2011, and is set to terminate on January 1, 2039, or when the budget of $24.8 million has been collected.

In 2019, the City was approached by multiple developers with interest in pursuing projects inside the Downtown TIRZ and consideration of public-private partnerships with the TIRZ as a funding source for project components. City Management directed staff to engage a TIRZ consultant to assist with the financial analysis of the proposed projects and assist the City in completing its due diligence. TXP, Inc. was hired as the consultant to perform the study.

The first phase of the study was to review the existing data and foundational documents and hold discussions with the TIRZ Board and relevant stakeholders. TXP and staff held discussions with the TIRZ Board in November 2019 to gather feedback and help set goals for the study. TXP and staff also held meetings with developers to discuss potential opportunities, market demand for various types of development, and what they saw as potential future development zones.

In second phase of the study and a key to amending the TIRZ project and finance plans, TXP and staff reviewed previous projects and possible future projects. This included working with the City's Capital Projects/Engineering departments to understand full project costs and possible impacts of construction inflation, working with the City's Finance department to understand the financing costs associated with certain projects, and identifying possible return on investment.

In August 2014, Council passed Ordinance No. 2014-221 approving the following amendment to Exhibit D of the Project Plan: Pursuant to the Texas Local Government Code, section 272.001, the City of Denton

may utilize City-owned property that is located in a reinvestment zone to facilitate economic projects which the City and TIRZ Board deem appropriate and desirable. The City may acquire, lease, sell or otherwise transfer property to accomplish the public purpose of economic development that is consistent with the Project Plan. Such projects may include public-private partnerships, transit-oriented developments, or the recruitment of specific industries including, but not limited to, hi-tech or emerging technology companies, local start-up businesses, artisan or "maker" industries, the creative sector, bakeries, microbreweries, micro-distilleries, wineries, grocery stores, or other industries that the TIRZ Board and the City Council deem desirable.

The Downtown Master Plan recommends expanding the current TIRZ boundary as shown in Exhibit #5. This expansion would allow for additional opportunities for TIRZ revenue to be generated, as well as additional areas in which TIRZ eligible projects could occur. The proposed expanded boundaries include parcels to the north, west, and south of the existing boundaries, focused on parcels that are primarily currently used for commercial purposes or vacant, Public Right-of-Ways and areas zoned as Mixed-Use Neighborhood or Mixed-Use Downtown Core. Expanding the boundaries to include these parcels will give the TIRZ additional opportunities to capture tax increment that could be used to fund TIRZ projects in the future.

If the amended Project and Finance Plan is approved, the new boundaries would have a 2024 base value (TIRZ 1A). Only the future increment would accrue to the TIRZ and any base value revenue will go toward the general fund.

Termination of the Original Boundaries of the Zone shall occur upon any of the following: (a) on December 31, 2040 (with the final year's tax increment to be collected by September 1, 2041); (b) at an earlier time designated by subsequent ordinance; (c) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full.

TIRZ 1A Projected Costs include increased economic development grants, administrative costs, parks and recreation facilities and improvements, street and intersection improvements, transit/parking improvement and infrastructure improvements for a total of $50,233,426.

The City is the only participating taxing entity in the TIRZ.

NEXT STEPS

- December 4, 2024: TIRZ Board Meeting
  - Recommend approval of the Amended Project and Financing Plan
- December 17, 2024: City Council Meeting
  - Consideration - Ordinance approving the final Amended Project and Financing Plan

PRIOR ACTION/REVIEW

November 16, 2022 – Staff presented an updated Downtown TIRZ One study and analysis conducted by TXP, Inc. and staff. Staff also requested direction on the project categories and costs in order to update the TIRZ project and financing plans. The Downtown TIRZ Board recommended that the City engage a consultant to assist with updating and amending the TIRZ project and financing plans.

January 2023 - Staff selected David Pettit Economic Development (DPED) to lead the amendment.

April 12, 2023 - The Downtown TIRZ No. One Board reviewed and supported expanding the boundaries of the Downtown TIRZ No. One.

May 16, 2023 – Staff presented to City Council a project plan to expand the TIRZ boundaries to an additional 81 acres. Direction was provided for staff to postpone the amendment until additional Project and Finance Plan questions were addressed.

September 17, 2024 – City Council approved the Downtown Master Plan.

September 25, 2024 - The TIRZ board was briefed on expanding the boundaries.

October 3, 2024 – The Downtown Economic Development Committee was briefed on expanding the TIRZ boundaries.

November 13, 2024 – The Economic Development Partnership Board was notified of the TIRZ #1 boundary amendment.

November 19, 2024 – The proposed boundary and term amendment was presented to City Council Work Session.

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance
Exhibit 3 – Presentation
Exhibit 4 – Existing TIRZ Boundaries
Exhibit 5 – Downtown Master Plan Proposed TIRZ Boundaries

Respectfully submitted:
Brittany Sotelo
Economic Development Director

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON, TEXAS, AMENDING ORDINANCE NO. 2010-316 CONCERNING TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF DENTON, TEXAS, ESTABLISHED PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, BY EXPANDING THE BOUNDARIES AND EXTENDING THE TERM OF TAX INCREMENT FINANCING REINVESTMENT ZONE NUMBER ONE, CITY OF DENTON, TEXAS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 7, 2010, the City Council of the City of Denton, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance No. 2010-316 designating a contiguous geographic area (the "Original Boundaries") within the City as a Tax Increment Financing Reinvestment Zone Number One, City of Denton, Texas (the "Zone"); and

WHEREAS, the City Council of the City of Denton, Texas, now desires to amend Reinvestment Zone Number One, City of Denton, Texas, to expand the boundaries ("TIRZ 1A"); and

WHEREAS, upon approval of this Ordinance, Tax Increment Financing Reinvestment Zone Number One, City of Denton, Texas, will consist of contiguous land, as described and depicted in **Exhibits "A" and "B"** of this Ordinance, a copy of which is attached hereto and is incorporated herein for all purposes; and

WHEREAS, Section 311.011(e) of the Texas Tax Code, in pertinent part provides, "[i]f an amendment reduces or increases the geographic area of the zone, increases the amount of bonded indebtedness to be incurred, increases or decreases the percentage of a tax increment to be contributed by a taxing unit, increases the total estimated project costs, or designates additional property in the zone to be acquired by the municipality or county, the approval must be by ordinance or order, as applicable, adopted after a public hearing that satisfies the procedural requirements of Sections 311.003(c) and (d);" and

WHEREAS, pursuant to and as required by the Chapter 311 of the Texas Tax Code, the City has prepared a Preliminary Amended Reinvestment Zone Project Plan and Financing Plan for Reinvestment Zone Number One, City of Denton, Texas, attached as **Exhibit "C"** (hereinafter referred to as the "Preliminary Amended Project and Finance Plan") for a proposed tax increment reinvestment zone containing the real property within the Zone and will be approved at a later meeting of the City Council of the City; and

WHEREAS, notice of the public hearing on the expansion of the proposed zone was published in a newspaper having general circulation in the City on November 24, 2024 which date is before the seventh (7th) day before the public hearing held on December 3, 2024; and

WHEREAS, at the public hearing on December 3, 2024, interested persons were allowed to speak for or against the expansion, and the concept of tax increment financing, and owners of property in the proposed Zone were given a reasonable opportunity to protest the inclusion

of their property in the Zone; the public hearing was held in full accordance with Section 311.003(c) of the Texas Tax Code; and

WHEREAS, evidence was received and presented at the public hearing on December 3, 2024, and in favor of the amendment of the Zone; and

WHEREAS, after all comments and evidence, both written and oral, were received by the City Council, the public hearing was closed on December 3, 2024; and

WHEREAS, the City has taken all actions required to amend the Zone including, but not limited to, all actions required by the home-rule Charter of the City, the Texas Tax Code, the Texas Open Meetings Act, and all other laws applicable to the creation of the Zone; and

WHEREAS, the percentage of the property in the combined proposed expanded zone boundaries and existing zone boundaries, excluding property that is public owned, that is used for residential purposes is less than thirty percent; and

WHEREAS, the percentage of the total appraised value of the combined proposed expanded zone boundaries and the existing zone boundaries, is less than 25 percent of the total appraised value of the taxable real property in the municipality and in the industrial districts created by the municipality; and

WHEREAS, a Preliminary Amended Project and Finance Plan has been prepared for the reinvestment zone; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. **RECITALS INCORPORATED.**

The facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2. **FINDINGS.**

That the City Council, after conducting the above described hearing and having heard the evidence and testimony presented at the hearing, has made the following findings and determined based on the evidence and testimony presented to it:

(a) That the public hearing on the expansion of the boundaries has been properly called, held, and conducted and that notice of such hearing has been published as required by law; and

(b) That the reinvestment zone with boundaries as described and depicted in ***Exhibits "A"*** and ***"B"*** will result in benefits to the City, its residents and property owners, in general, and to the property, residents, and property owners in the reinvestment zone; and

(c) That the reinvestment zone, as defined in ***Exhibits "A"*** and ***"B"***, meets the criteria for the

creation of a reinvestment zone set forth in Chapter 311 of the Texas Tax Code in that:

1. It is a geographic area located within the City limits of the City; and

2. It meets the criteria and requirements of Section 311.005 of the Texas Tax Code because the proposed zone is predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the City or county.

(d) That 30 percent or less of the property in the proposed expanded boundaries and existing reinvestment zone boundaries, excluding property dedicated to public use, is currently used for residential purposes; and

(e) That the total appraised value of all taxable real property in the proposed expanded reinvestment zone boundaries and the existing zone boundaries according to the most recent appraisal rolls of the City, together with the total appraised value of taxable real property in all other existing reinvestment zones within the City, according to the most recent appraisal rolls of the City, does not exceed 25 percent of the current total appraised value of taxable real property in the City and in the industrial districts created by the City, if any; and

(f) That the improvements in the proposed reinvestment zone will significantly enhance the value of all taxable real property in the proposed reinvestment zone and will be of general benefit to the City and county; and

(g) That the development or redevelopment of the property in the proposed reinvestment zone will not occur solely through private investment in the reasonable foreseeable future.

SECTION 3. **DURATION OF THE ZONE.**

That the expanded Zone, TIRZ 1A, shall take effect immediately upon the passage and approval of this ordinance, consistent with Section 311.004(a)(3) of the Texas Tax Code. Termination of the Original Boundaries of the Zone shall occur upon any of the following: (i) on December 31, 2040 (with the final year's tax increment to be collected by September 1, 2041); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Texas Tax Code. Termination of the expanded boundaries of the Zone, TIRZ 1A, shall occur upon any of the following: (i) on December 31, 2040 (with the final year's tax increment to be collected by September 1, 2041); (ii) at an earlier time designated by subsequent ordinance; (iii) at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full, in accordance with Section 311.017 of the Texas Tax Code.

SECTION 4. **TAX INCREMENT BASE AND TAX INCREMENT.**

That the tax increment base for the Original Boundaries of the Zone, as defined by Section

311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2010, which is the year in which the Zone was originally designated as a reinvestment zone, as defined by Section 311.0123.

The tax increment base for TIRZ 1A, the expanded boundaries of the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2024, which is the year in which the expanded area of the Zone was designated as a reinvestment zone, as defined by Section 311.0123.

For the Original Boundaries and TIRZ 1A the TIF Fund shall consist of (i) the percentage of the tax increment, as defined by Section 311.012(a) of the Texas Tax Code, that each taxing unit which levies real property taxes in the Zone, other than the City, has elected to dedicate to the TIF Fund under an agreement with the City authorized by Section 311.013(f) of the Texas Tax Code, and (ii) ninety percent (90%) of the City's tax increment generated from 2024 to 2030, and eighty-five percent (85%) of the City's tax increment generated from 2031 to 2040, as defined by section 311.012(a) of the Texas Tax Code, subject to any binding agreement executed at any time by the City that pledges a portion of such tax increment or an amount of other legally available funds whose calculation is based on receipt of any portion of such tax increment.

SECTION 5. **ORDINANCE 2010-316.**

Except as modified herein, Ordinance 2010-316 remains in full force and effect and applies equally to the Original Boundaries and the TIRZ 1A including, but not limited to, the creation, composition, and terms of the board of directors of the Zone.

SECTION 6. **SEVERABILITY CLAUSE.**

Should any section, subsection, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this ordinance shall remain in full force and effect. The City hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7. **OPEN MEETINGS.**

It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by Chapter 551 of the Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 8. **EFFECTIVE DATE**.

This ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law and the City Charter.

	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 _____ day of December, 2024.

_____
Gerard Hudspeth, Mayor

ATTEST:

_____
Lauren Thoden, City Secretary

APPROVED AS TO FORM:

Scott Bray
Scott Bray
Deputy City Attorney

_____
Mack Reinwand, City Attorney

Exhibit A

Legal Description TIRZ #1 - Original Boundaries

Beginning at the southwest corner of the ROW intersection of Carroll Blvd. and Sycamore, the POINT OF BEGINNING;

THENCE, north along the west ROW of Carroll Blvd. to the northwest corner of the ROW intersection of Carroll Blvd. and W. Parkway Street;

THENCE, east along the north ROW of W. Parkway Street to the northeast corner of the ROW intersection of W. Parkway Street and Locust;

THENCE, south along the east ROW of Locust to the north ROW of McKinney;

THENCE, east along the north ROW of McKinney to a point directly north of the southeast corner of the ROW intersection of McKinney and N. Bradshaw Street;

THENCE, south across McKinney and continuing south along the east ROW of N. Bradshaw Street continuing directly south across E. Hickory Street to the south ROW of E. Hickory Street;

THENCE, west along the south ROW of E. Hickory Street to the northeast corner of a tract in the Fred Hill Addition, Block A, Lot 1;

THENCE, south and east following the property line of a tract in the Fred Hill Addition, Block A, Lot 1 to the northwest corner of a 1.406 acre tract, A1184A H. Cisco, Tract 14;

THENCE, south along the west property line of a 1.406 acre tract, A1184A H. Cisco, Tract 14 to its intersection with the north property line of a 1.694 acre tract A1184A H. Cisco, Tract 15;

THENCE, west and south along the north and west property line of a 1.694 acre tract A1184A H. Cisco, Tract 15 to the northwest corner of a 0.16 acre tract, A1184A H. Cisco, Tract 20;

THENCE, south along the west property line of a 0.16 acre tract, A1184A H. Cisco, Tract 20 to the north ROW of Sycamore;

THENCE, directly south across Sycamore to the south ROW of Sycamore;

THENCE, west along the south ROW of Sycamore to the northwest corner of the Oakwood Cemetery;

THENCE, south along the west property line of the Oakwood Cemetery to the north ROW of Prairie;

THENCE, directly south across Prairie to the south ROW of Prairie;

THENCE, west along the south ROW of Prairie to the southwest corner of the ROW intersection of Prairie and Elm;

THENCE, north along the west ROW of Elm to the south ROW of Sycamore;

THENCE, west along the south ROW of Sycamore to the southwest corner of the ROW intersection of Sycamore and Carroll Blvd. and the POINT OF BEGINNING, and containing a total area of approximately 225.73 acres.

Exhibit A (Continued)

Legal Description TIRZ #1A - Expanded Boundaries

Beginning at the point where the southern right of way of W Hickory Street meets the northwest corner of Property ID 35600, thence

North across W Hickory Street to the point the northern right of way boundary of W Hickory Street meets the southern boundary of Property ID 30923, thence

East along the northern right of way boundary of W Hickory Street to the point it meets the western right of way boundary S Carroll Boulevard, thence

North along the western right of way boundary S Carroll Boulevard to the point it meets the southern right of way boundary of University Drive, thence

East across University Drive to the eastern right of way boundary of S Carroll Boulevard, thence

South along the eastern right of way boundary of S Carroll Boulevard to the point it meets the northern right of way boundary of Congress Street, thence

East along the northern right of way boundary of Congress Street to the point it meets the western right of way boundary of Bolivar Street, thence

North along the western right of way boundary of Bolivar Street to the point it meets the southeast corner of Property ID 28443, thence

East across Bolivar Street to the northwest corner of Property ID 33996, thence

East across the northern boundary of Property ID 33996 to the point it meets Property ID 33958, thence

East and then north along the boundary of Property ID 33958 to the point it meets the southwest corner of Property ID 33948, thence

North along the western boundary of Property ID 33948 to the point it meets the southwest corner of Property ID 33939, thence

North along the western boundary of Property ID 33939 to the point it meets the southwest corner of Property ID 33926, thence

North along the western boundary of Property ID 33926 to the point it meets the southwest corner of Property ID 107315, thence

North along the western boundary of Property ID 107315, continuing east along the northern boundary of Property ID 107315 to the point it meets the western right of way boundary of N Elm Street, thence

East across N Elm Street to the northwest corner of Property ID 27048, thence

East along the northern boundary of Property ID 27048 to the point it meets the northwest corner of Property ID 27054, thence

East along the northern boundary of Property ID 27054, continuing east to the northwest corner of Property ID 27056, thence

Exhibit A (Continued)

East along the northern boundary of Property ID 27056 to the point it meets the western right of way boundary of N Locust Street, thence

East across N Locust Street to the southwest corner of Property ID 33767, thence

South along the eastern right of way boundary of N Locust Street to the point it meets the northern right of way boundary of Marshall Street, thence

East along the northern right of way boundary of Marshall Street to the point it meets the southeast corner of Property ID 33746, thence

South across Marshall Street to the northeast corner of Property ID 33741, thence

South along the eastern boundary of Property ID 33741, continuing south along the eastern boundaries of Property IDs 33739, 33737, and 33733 to the point the southeast corner of Property ID 33733 meets the northern right of way boundary of E Congress Street, thence

East along the northern right of way boundary of E Congress Street to the point it meets the western right of way boundary of Oakland Street, thence

North along the western right of way boundary of Oakland Street to the point it meets the northern right of way boundary of Withers Street, thence

East along the northern right of way boundary of Withers Street to the point it meets the western right of way boundary of Mingo Road, thence

East across Mingo Road to the point the eastern right of way boundary of Mingo Road meets the western right of way boundary of the Union Pacific railroad, thence

South along the western right of way boundary of the Union Pacific railroad to the point it meets the northern right of way boundary of McKinney Street, thence

West along the northern right of way boundary of McKinney Street to the point it meets the eastern right of way boundary of Locust Street, thence

North along the eastern right of way boundary of Locust Street to the point it meets the northern right of way boundary of Parkway Street, thence

West along the northern right of way boundary of Parkway Street to the point it meets the western right of way boundary of Caroll Boulevard, thence

South along the western right of way boundary of Caroll Boulevard to the point it meets the southern right of way boundary of Sycamore Street, thence

East along the southern right of way boundary of Sycamore Street to the point it meets the western right of way boundary of S Elm Street, thence

South along the western right of way boundary of S Elm Street to the point it meets the southern right of way boundary of Prairie Street, thence

East along the southern right of way boundary of Prairie Street to the point it meets the northeast corner of Property ID 33238, thence

Exhibit A (Continued)

South along the eastern boundary of Property ID 33238, continuing west across the Union Pacific railroad to the point the southern boundary of 33238 meets the western right of way boundary of the Union Pacific railroad, thence

South along the western right of way boundary of the Union Pacific railroad to the point it meets the southern point of Property ID 35771, thence

West across S Locust Street to the point the western right of way boundary of S Locust Street meets the southern right of way boundary of W Collins Street, thence

West along the southern right of way boundary of W Collins Street to the point it meets the eastern right of way of Fort Worth Drive, thence

South along the eastern right of way of Fort Worth Drive to the point it meets the western right of way of S Carroll Boulevard, thence

North across W Collings, continuing north along the western right of way of S Carroll Boulevard to the point it meets the northern right of way boundary of W Highland Street, thence

West along the northern right of way boundary of W Highland Street to the point it meets the southwest corner of Property ID 33655, thence

North along the western boundary of Property ID 33655 to the point it meets the southwest corner of Property ID 33653, thence

North along the western boundary of Property ID 33653 to the point it meets the southwest corner of Property ID 25679, thence

North along the western boundary of Property ID 25679 to the point it meets the southwest corner of Property ID 126455, thence

North along the western boundary of Property ID 126455 to the point it meets the southern right of way boundary of W Sycamore Street, thence

East along the southern right of way boundary of W Sycamore Street, thence

North across W Sycamore Street to the southwest corner of Property ID 729142, thence

North along the western boundary of Property ID 729142 to the point it meets the southwest corner of Property ID 34051, thence

North along the western boundary of Property ID 34051 to the point it meets the southern right of way boundary of W Mulberry Street, thence

West along the southern right of way boundary of W Mulberry Street, thence

North across W Mulberry Street to the southwest corner of Property ID 34023, thence

North along the western boundary of Property ID 34023 to the point it meets the southwest corner of Property ID 161751, thence

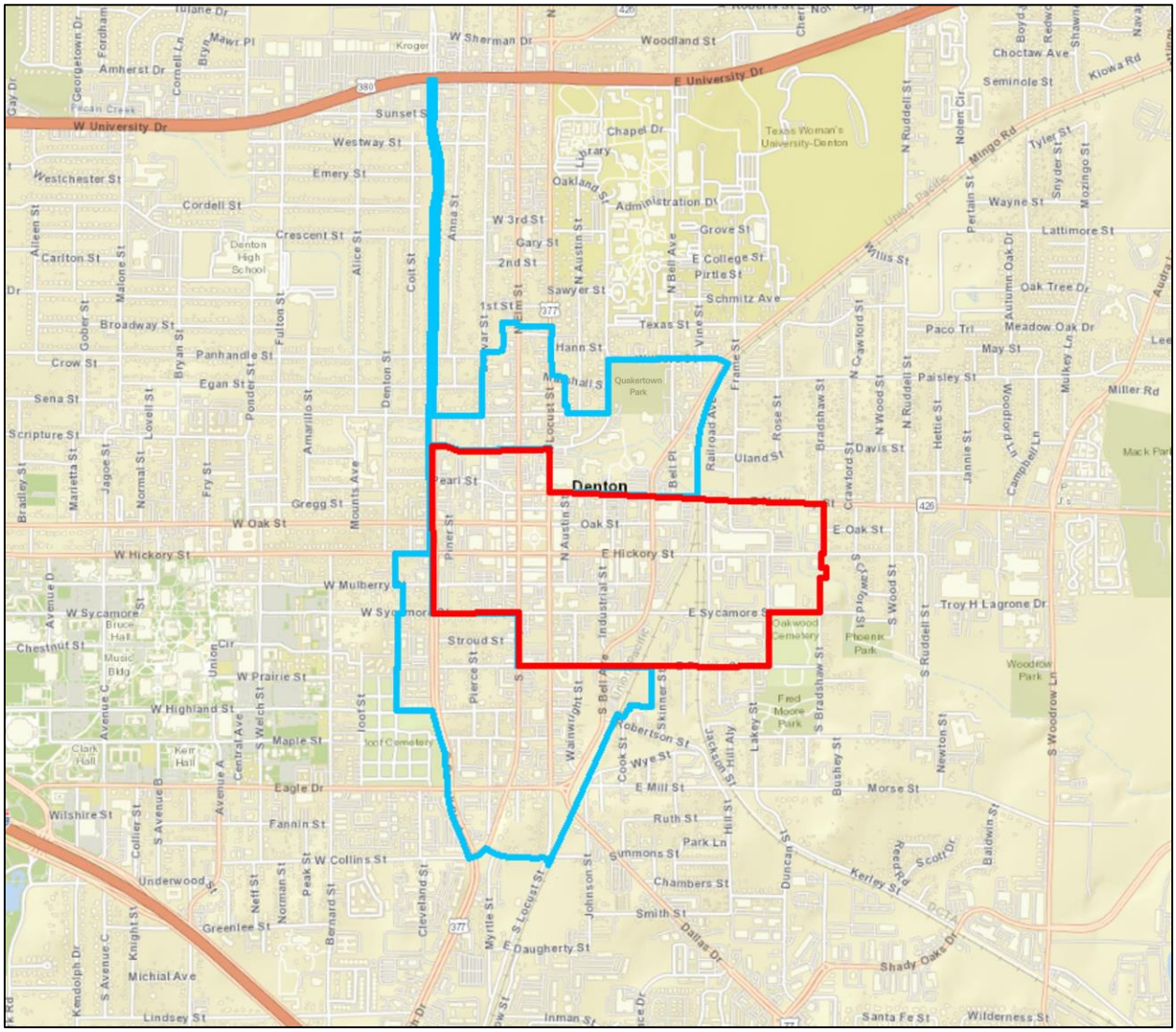
North along the western boundary of Property ID 161751to the point it meets the southwest corner of Property ID 35600, thence

Exhibit A (Continued)

North along the western boundary of Property ID 35600 to the point where the southern right of way of W Hickory Street meets the northwest corner of Property ID 35600, which is the point of beginning.

Exhibit B

Boundary Map



- TIRZ #1: Original Boundary

- TIRZ #1A: Expanded Boundary

Exhibit C

Preliminary Amended Project and Financing Plan

Tax Increment Reinvestment Zone #1
City of Denton, Texas

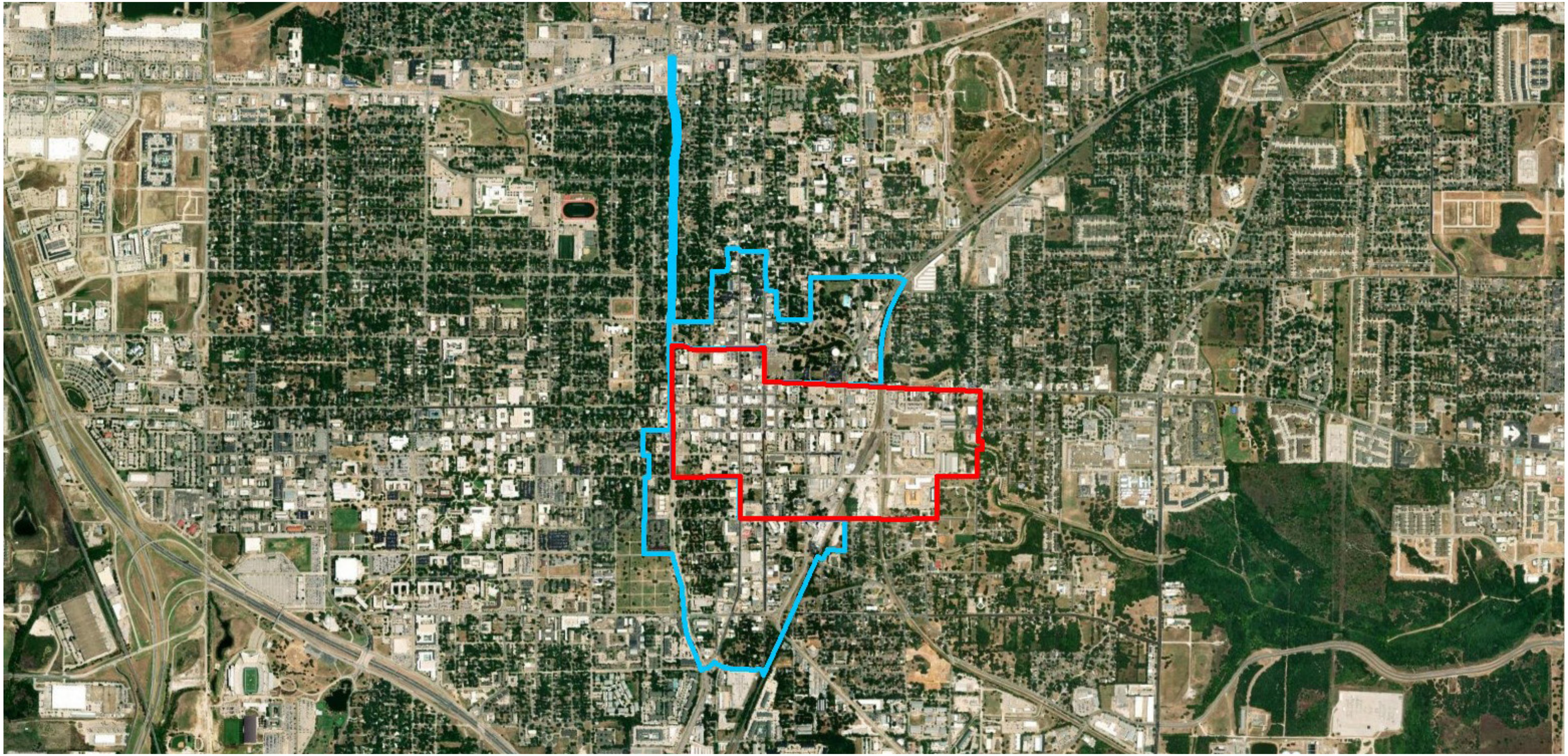


Table of Contents

- Introduction 1
- TIRZ Boundary 2
- Current Conditions & Ownership 5
- Proposed Development 7
- Project Costs 8
- Financial Feasibility Analysis 10
- Terms and Conditions 16
- Appendix A 17

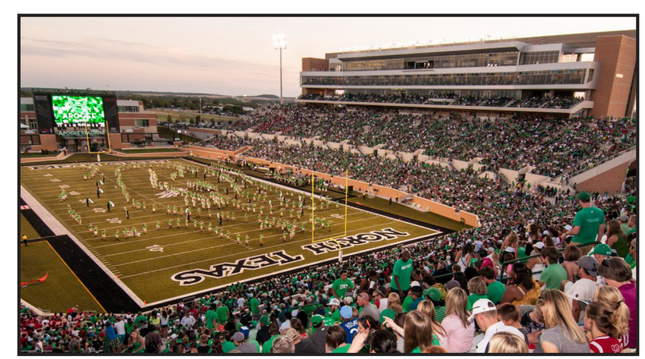
DISCLAIMER

Our conclusions and recommendations are based on current market conditions and the expected performance of the national, and/or local economy and real estate market. Given that economic conditions can change and real estate markets are cyclical, it is critical to monitor the economy and real estate market continuously, and to revisit key project assumptions periodically to ensure that they are still justified.

The future is difficult to predict, particularly given that the economy and housing markets can be cyclical, as well as subject to changing consumer and market psychology. There will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected, and the differences may be material.

The City of Denton is the county seat of Denton County and has a 2021 estimated population of 148,146. Denton was established in 1857 at the location where today's courthouse stands and was incorporated in 1866. Located on the far north end of the Dallas–Fort Worth Metroplex in North Texas on Interstate 35, Denton is known for its active music scene. The North Texas State Fair and Rodeo, Denton Arts and Jazz Festival, and Thin Line Fest attract over 300,000 people to the city each year. Once considered a quiet college town, the City of Denton has grown significantly due in part to investments made in downtown Denton and the Westpark Industrial Park over the past decade. These intentional efforts have put Denton squarely in the path of growth.

The City of Denton is committed to a Downtown that functions as a vital business and civic center, bustling with activity and investment, through its services, new projects, grant programs, and designations for the district.



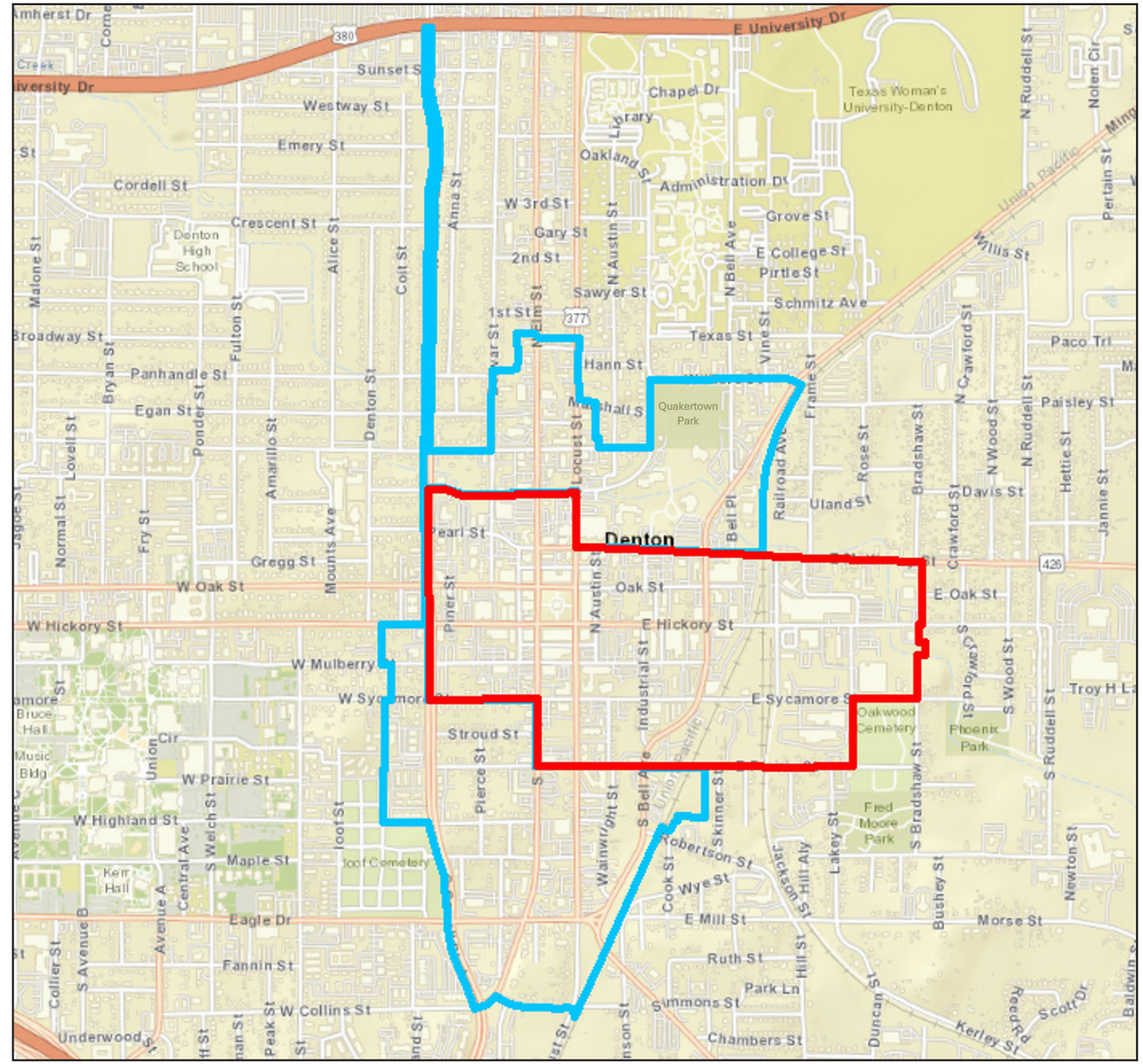
Tax Increment Reinvestment Zone #1, City of Denton

On December 7, 2010, the City Council of the City of Denton, Texas (the "Council"), pursuant to Chapter 311 of the Texas Tax Code, approved Ordinance 2010-316 designating a contiguous geographic area within the City as a Reinvestment Zone Number One, City of Denton, Texas.

The Design Downtown Denton Plan Final Report was adopted by the City Council of the City of Denton on September 17, 2024. The plan recommends that the City of Denton expand economic development opportunities, including expanding the TIRZ. The Downtown Plan includes the expansion of the boundaries of TIRZ #1 as a top priority and notes that this will create a need for a new project plan that identifies eligible projects and allocates funds among different purposes.

On December 3, 2024 the City Council will consider an ordinance expanding the boundaries to include an area to known as TIRZ #1A, and extending the term to December 31, 2040. The goal of Tax Increment Reinvestment Zone #1 (TIRZ #1) is to continue funding the construction of needed public infrastructure and to encourage private development that will yield additional tax revenue to all local taxing jurisdictions.

This preliminary amended project and financing plan outlines the funding of $50,233,426 in public improvements related to water, sanitary sewer, and storm water facilites, as well as street and intersection improvements, open space and park facilities, utilities and street lighting, and economic development grants. The TIRZ can fund these improvements through ad valorem participation of eligible taxing jurisdictions, including the City of Denton. Without the implementation of the TIRZ, the specified property would continue to impair the sound growth of the municipality.



- TIRZ #1 Boundary

- TIRZ #1A Boundary

Boundary Description

TIRZ #1 is located wholly within the city limits of the City of Denton. The legal description for the zone is described in detail below.

Legal Description TIRZ #1 - Original Boundaries

Beginning at the southwest corner of the ROW intersection of Carroll Blvd. and Sycamore, the POINT OF BEGINNING;

THENCE, north along the west ROW of Carroll Blvd. to the northwest corner of the ROW intersection of Carroll Blvd. and W. Parkway Street;

THENCE, east along the north ROW of W. Parkway Street to the northeast corner of the ROW intersection of W. Parkway Street and Locust;

THENCE, south along the east ROW of Locust to the north ROW of McKinney;

THENCE, east along the north ROW of McKinney to a point directly north of the southeast corner of the ROW intersection of McKinney and N. Bradshaw Street;

THENCE, south across McKinney and continuing south along the east ROW of N. Bradshaw Street continuing directly south across E. Hickory Street to the south ROW of E. Hickory Street;

THENCE, west along the south ROW of E. Hickory Street to the northeast corner of a tract in the Fred Hill Addition, Block A, Lot 1;

THENCE, south and east following the property line of a tract in the Fred Hill Addition, Block A, Lot 1 to the northwest corner of a 1.406 acre tract, A1184A H. Cisco, Tract 14;

THENCE, south along the west property line of a 1.406 acre tract, A1184A H. Cisco, Tract 14 to its intersection with the north property line of a 1.694 acre tract A1184A H. Cisco, Tract 15;

THENCE, west and south along the north and west property line of a 1.694 acre tract A1184A H. Cisco, Tract 15 to the northwest corner of a 0.16 acre tract, A1184A H. Cisco, Tract 20;

THENCE, south along the west property line of a 0.16 acre tract, A1184A H. Cisco, Tract 20 to the north ROW of Sycamore;

THENCE, directly south across Sycamore to the south ROW of Sycamore;

THENCE, west along the south ROW of Sycamore to the northwest corner of the Oakwood Cemetery;

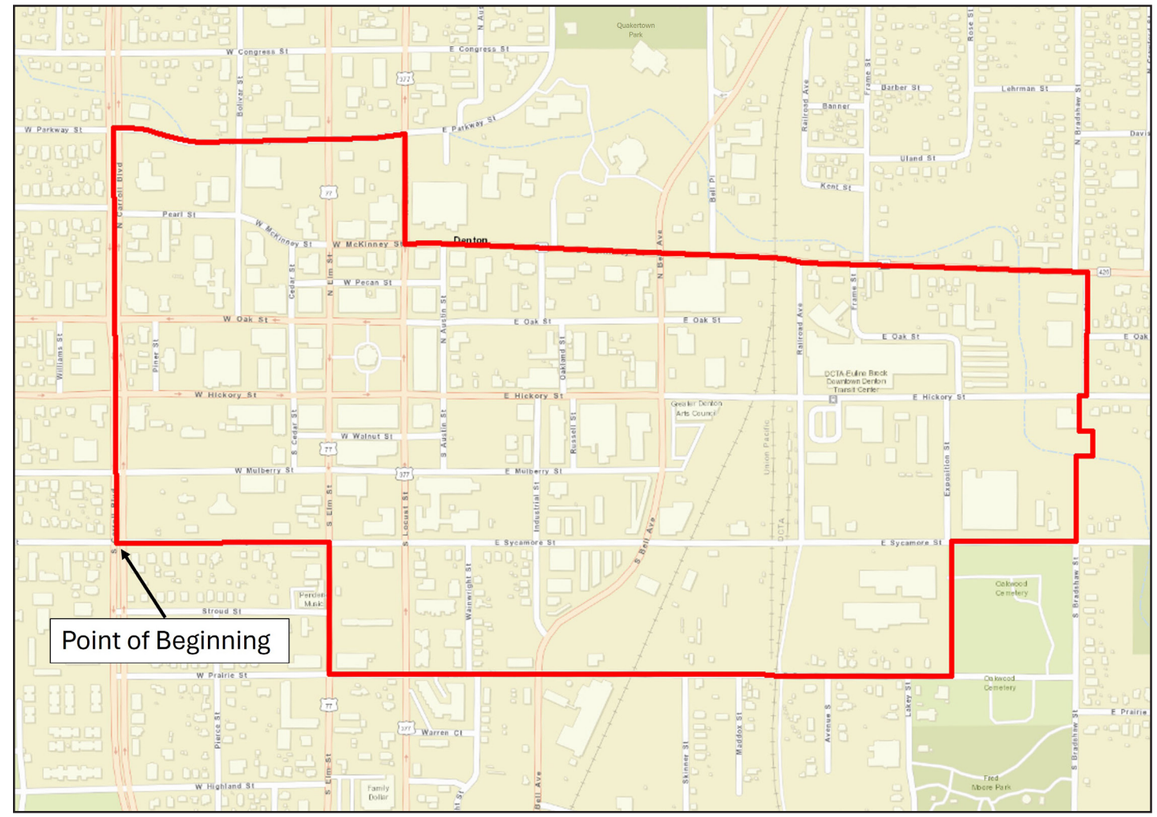
THENCE, south along the west property line of the Oakwood Cemetery to the north ROW of Prairie;

THENCE, directly south across Prairie to the south ROW of Prairie;

THENCE, west along the south ROW of Prairie to the southwest corner of the ROW intersection of Prairie and Elm;

THENCE, north along the west ROW of Elm to the south ROW of Sycamore;

THENCE, west along the south ROW of Sycamore to the southwest corner of the ROW intersection of Sycamore and Carroll Blvd. and the POINT OF BEGINNING, and containing a total area of approximately 225.73 acres.



- TIRZ #1 Boundary

Legal Description TIRZ #1A - Expanded Boundaries

Beginning at the point where the southern right of way of W Hickory Street meets the northwest corner of Property ID 35600, thence

North across W Hickory Street to the point the northern right of way boundary of W Hickory Street meets the southern boundary of Property ID 30923, thence

East along the northern right of way boundary of W Hickory Street to the point it meets the western right of way boundary S Carroll Boulevard, thence

North along the western right of way boundary S Carroll Boulevard to the point it meets the southern right of way boundary of University Drive, thence

East across University Drive to the eastern right of way boundary of S Carroll Boulevard, thence

South along the eastern right of way boundary of S Carroll Boulevard to the point it meets the northern right of way boundary of Congress Street, thence

East along the northern right of way boundary of Congress Street to the point it meets the western right of way boundary of Bolivar Street, thence

North along the western right of way boundary of Bolivar Street to the point it meets the southeast corner of Property ID 28443, thence

East across Bolivar Street to the northwest corner of Property ID 33996, thence

East across the northern boundary of Property ID 33996 to the point it meets Property ID 33958, thence

East and then north along the boundary of Property ID 33958 to the point it meets the southwest corner of Property ID 33948, thence

North along the western boundary of Property ID 33948 to the point it meets the southwest corner of Property ID 33939, thence

North along the western boundary of Property ID 33939 to the point it meets the southwest corner of Property ID 33926, thence

North along the western boundary of Property ID 33926 to the point it meets the southwest corner of Property ID 107315, thence

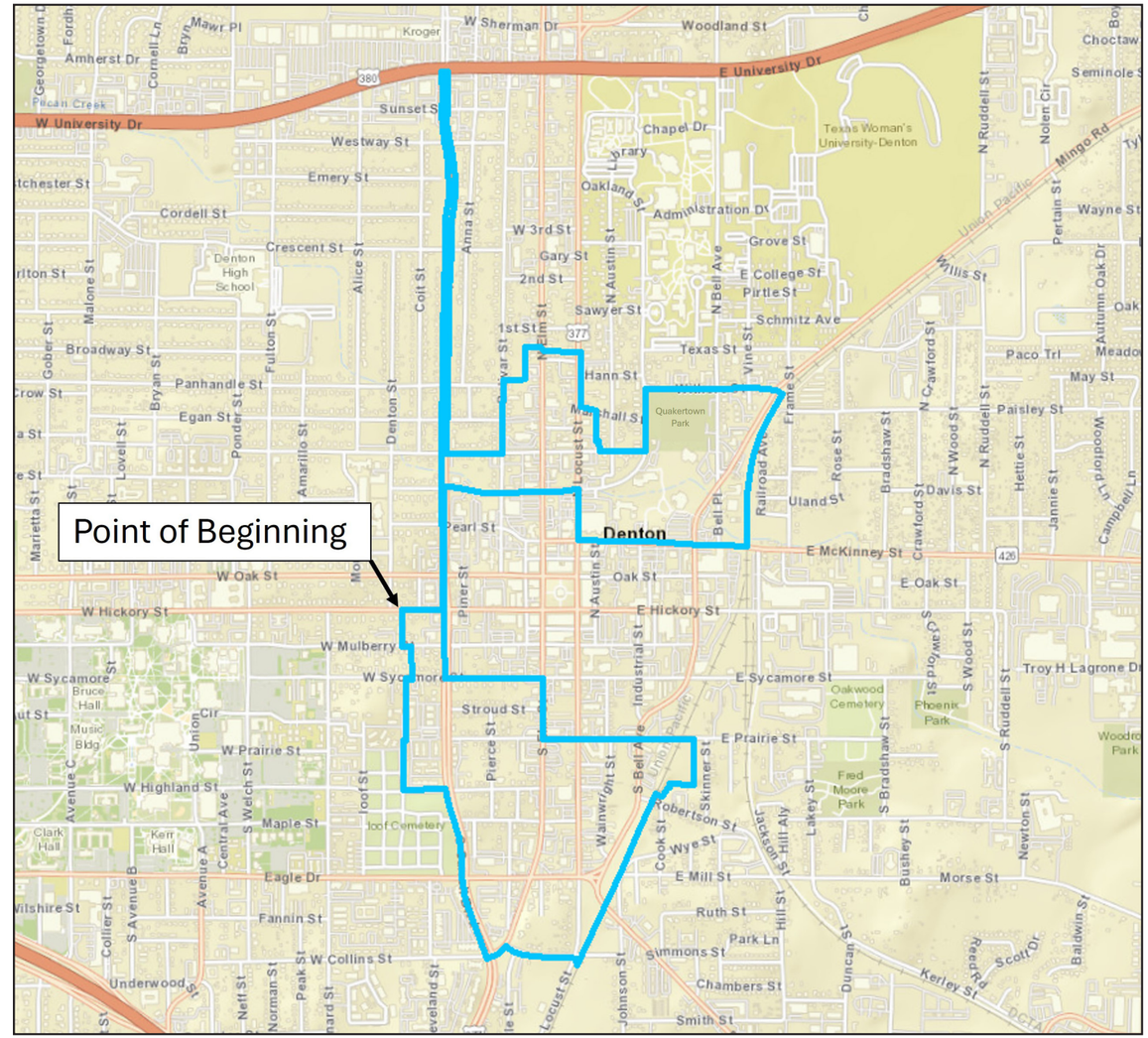
North along the western boundary of Property ID 107315, continuing east along the northern boundary of Property ID 107315 to the point it meets the western right of way boundary of N Elm Street, thence

East across N Elm Street to the northwest corner of Property ID 27048, thence

East along the northern boundary of Property ID 27048 to the point it meets the northwest corner of Property ID 27054, thence

East along the northern boundary of Property ID 27054, continuing east to the northwest corner of Property ID 27056, thence

East along the northern boundary of Property ID 27056 to the point it meets the western right of way boundary of N Locust Street, thence



- TIRZ #1A Boundary

Legal Description TIRZ #1A - Expanded Boundaries (Continued)

East across N Locust Street to the southwest corner of Property ID 33767, thence

South along the eastern right of way boundary of N Locust Street to the point it meets the northern right of way boundary of Marshall Street, thence

East along the northern right of way boundary of Marshall Street to the point it meets the southeast corner of Property ID 33746, thence

South across Marshall Street to the northeast corner of Property ID 33741, thence

South along the eastern boundary of Property ID 33741, continuing south along the eastern boundaries of Property IDs 33739, 33737, and 33733 to the point the southeast corner of Property ID 33733 meets the northern right of way boundary of E Congress Street, thence

East along the northern right of way boundary of E Congress Street to the point it meets the western right of way boundary of Oakland Street, thence

North along the western right of way boundary of Oakland Street to the point it meets the northern right of way boundary of Withers Street, thence

East along the northern right of way boundary of Withers Street to the point it meets the western right of way boundary of Mingo Road, thence

East across Mingo Road to the point the eastern right of way boundary of Mingo Road meets the western right of way boundary of the Union Pacific railroad, thence

South along the western right of way boundary of the Union Pacific railroad to the point it meets the northern right of way boundary of McKinney Street, thence

West along the northern right of way boundary of McKinney Street to the point it meets the eastern right of way boundary of Locust Street, thence

North along the eastern right of way boundary of Locust Street to the point it meets the northern right of way boundary of Parkway Street, thence

West along the northern right of way boundary of Parkway Street to the point it meets the western right of way boundary of Caroll Boulevard, thence

South along the western right of way boundary of Caroll Boulevard to the point it meets the southern right of way boundary of Sycamore Street, thence

East along the southern right of way boundary of Sycamore Street to the point it meets the western right of way boundary of S Elm Street, thence

South along the western right of way boundary of S Elm Street to the point it meets the southern right of way boundary of Prairie Street, thence

East along the southern right of way boundary of Prairie Street to the point it meets the northeast corner of Property ID 33238, thence

South along the eastern boundary of Property ID 33238, continuing west across the Union Pacific railroad to the point the southern boundary of 33238 meets the western right of way boundary of the Union Pacific railroad, thence

South along the western right of way boundary of the Union Pacific railroad to the point it meets the southern point of Property ID 35771, thence

West across S Locust Street to the point the western right of way boundary of S Locust Street meets the southern right of way boundary of W Collins Street, thence

West along the southern right of way boundary of W Collins Street to the point it meets the eastern right of way of Fort Worth Drive, thence

South along the eastern right of way of Fort Worth Drive to the point it meets the western right of way of S Carroll Boulevard, thence

North across W Collings, continuing north along the western right of way of S Carroll Boulevard to the point it meets the northern right of way boundary of W Highland Street, thence

West along the northern right of way boundary of W Highland Street to the point it meets the southwest corner of Property ID 33655, thence

North along the western boundary of Property ID 33655 to the point it meets the southwest corner of Property ID 33653, thence

North along the western boundary of Property ID 33653 to the point it meets the southwest corner of Property ID 25679, thence

North along the western boundary of Property ID 25679 to the point it meets the southwest corner of Property ID 126455, thence

North along the western boundary of Property ID 126455 to the point it meets the southern right of way boundary of W Sycamore Street, thence

East along the southern right of way boundary of W Sycamore Street, thence

North across W Sycamore Street to the southwest corner of Property ID 729142, thence

North along the western boundary of Property ID 729142 to the point it meets the southwest corner of Property ID 34051, thence

North along the western boundary of Property ID 34051 to the point it meets the southern right of way boundary of W Mulberry Street, thence

West along the southern right of way boundary of W Mulberry Street, thence

North across W Mulberry Street to the southwest corner of Property ID 34023, thence

North along the western boundary of Property ID 34023 to the point it meets the southwest corner of Property ID 161751, thence

North along the western boundary of Property ID 161751to the point it meets the southwest corner of Property ID 35600, thence

North along the western boundary of Property ID 35600 to the point where the southern right of way of W Hickory Street meets the northwest corner of Property ID 35600, which is the point of beginning.

Land Use

The land within the zone is developmed primarily with commercial uses, many of which are well positioned for redevelopment, as well as vacant land that is well positioned for new development.

Method of Relocating Persons to be Displaced

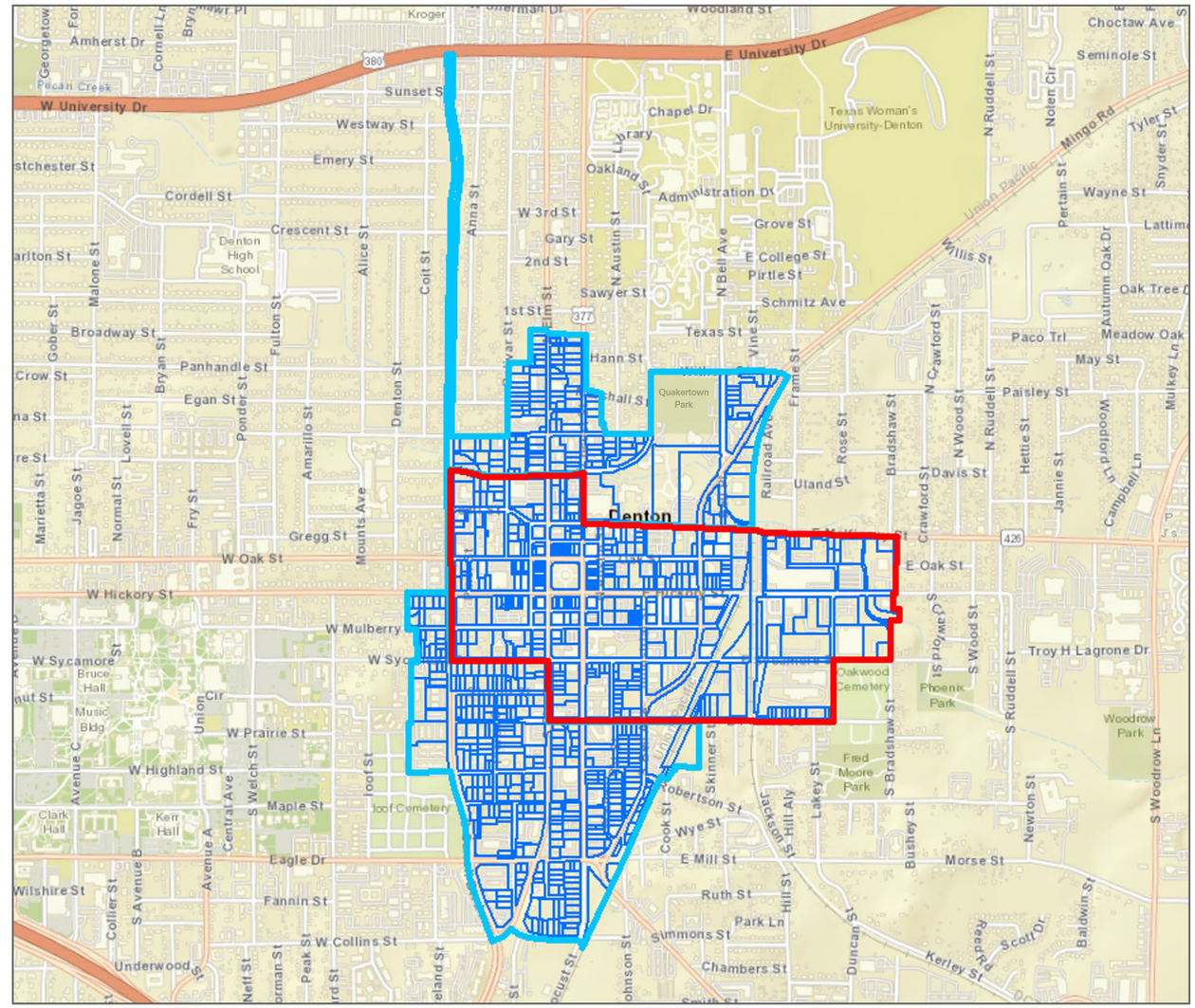
It is not anticipated that any persons will be displaced or need to be relocated as result of the implementation of the TIRZ.

Current Ownership

There are currently 798 parcels within the original boundaries and proposed expanded area of Tax Increment Reinvestment Zone #1, some of which are tax exempt, including parcels owned by the City of Denton.

The original boundaries of TIRZ #1 have a 2010 base year value of $79,356,854. The expanded boundaries will have a 2024 tax base. The estimated 2024 taxable value of the property within TIRZ #1A is $144,238,543. The 2024 taxable base value for TIRZ #1A will need to be verified with the Denton Central Appraisal District.

For further details of parcels included within the expanded boundary of the TIRZ (TIRZ #1A) see **Appendix A.**



- TIRZ #1 Boundary

- TIRZ #1A Boundary

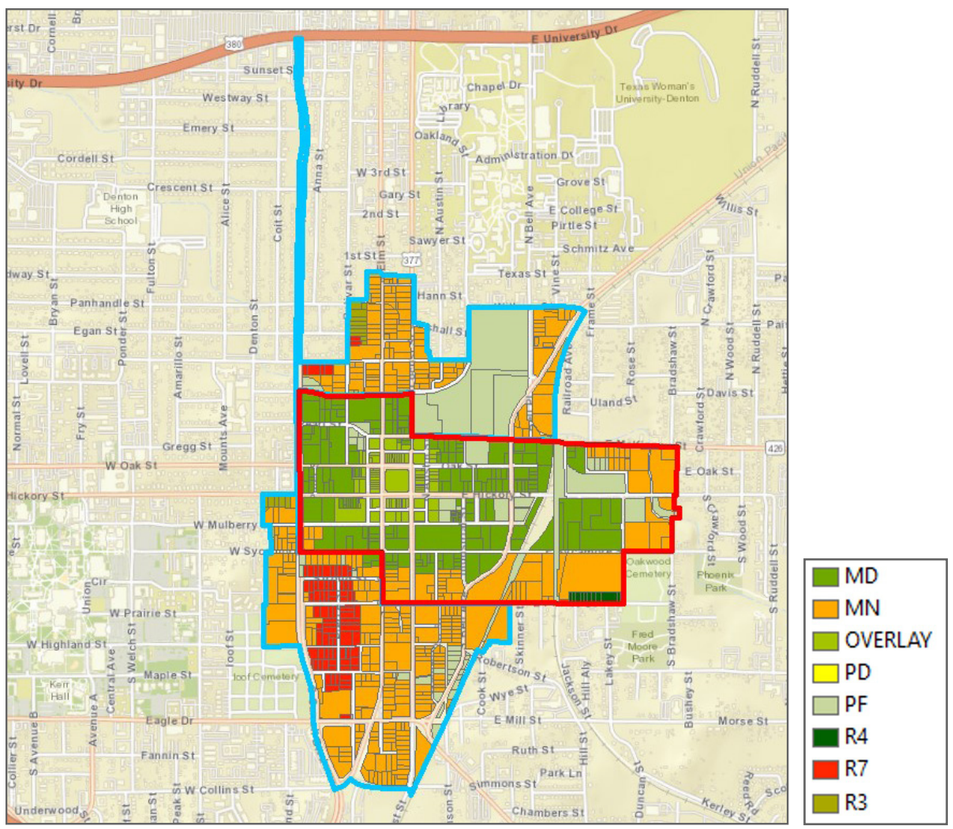
Zoning

The zoning for the property within the TIRZ can be seen in the map below, with the majority of the land within the zone being currently zoned MN: Mixed-Use Neighborhood and MD: Mixed-Use Downtown. The MN district is provided to support compatibility between higher-intensity mixed-use areas and adjacent residential and commercial areas. This district contributes to a vibrant environment for pedestrians and bicyclists and includes varying densities of residential, neighborhood-serving retail, restaurants, commercial, and office uses that are sensitive to the surrounding built and natural context in scale and form. The MD district is provided to allow for a variety of uses contributing to the economic viability of Downtown Denton. This district allows for moderate and high density residential, commercial, office, entertainment, and other uses tailored to encourage a greater level of activity while protecting the scale and strengthening the character of Downtown and Denton's historic core. The MD district also contributes to a vibrant environment for pedestrians, bicyclists, and other modes of travel. Portions of the zone are also zoned PF: Public Facilities, intended to provide adequate lands for public and quasi-public community uses and services, including but not limited to fire stations, schools, libraries, community centers, hospitals, civic buildings, open space, parks, utilities, and other public-related facilities.

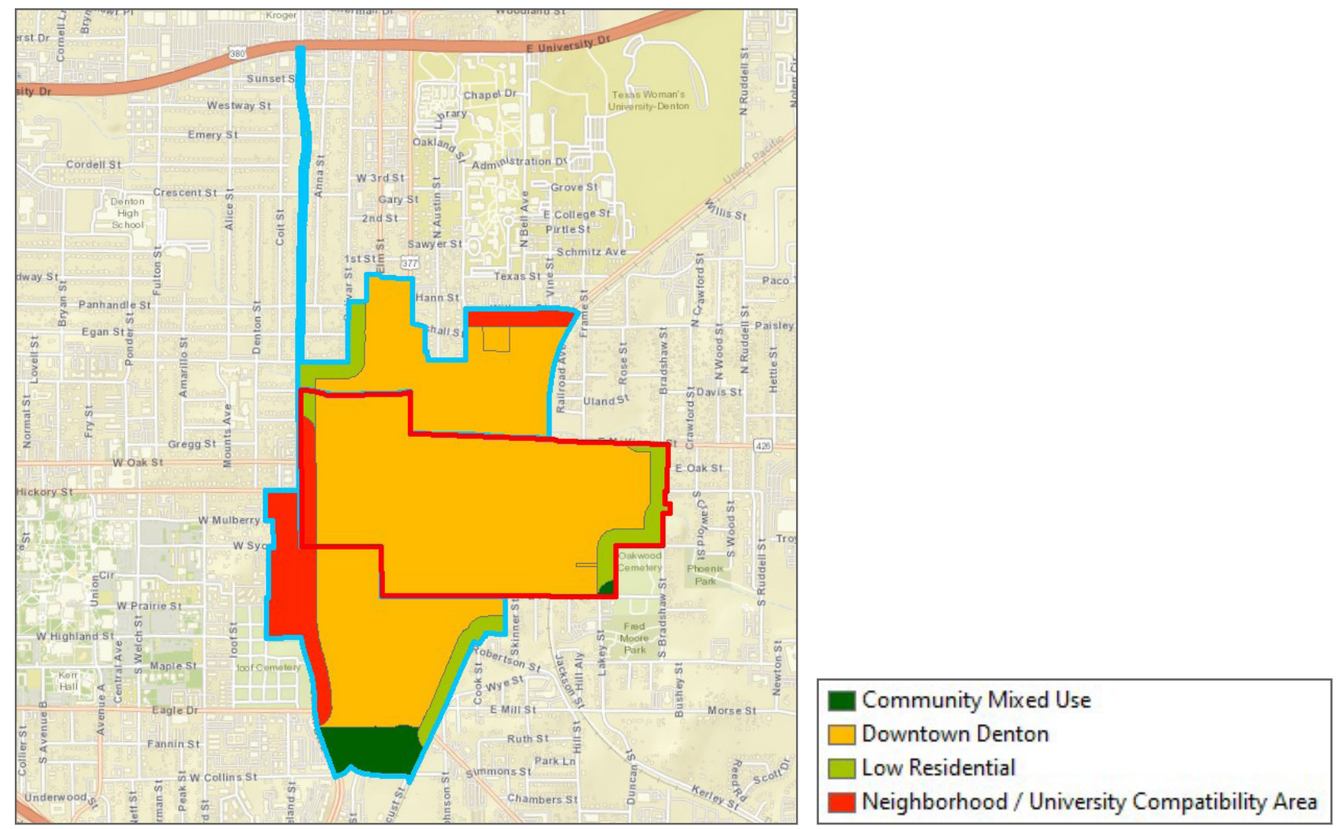
The Design Downtown Denton Final Report includes recommendations regarding future zoning, including examining rezoning the MN parcels south of the square to MD to stimulate development south of Downtown. MD zoning allows higher development and has less required parking, which corresponds with the plan's goals of encouraging walkable places and shared parking. However, the plan notes that as both MixedUse Districts have identical standards for "Building Height in Transition Areas," building height restrictions on parcels adjacent to parcels zoned R7 will not be impacted by this change.

The property may need to be rezoned to accommodate any future development. It is not anticipated there will be any changes to the City of Denton zoning ordinance, master plan, building codes, subdivision rules and regulations or other municipal ordinances as a result of the TIRZ.

Zoning Map



Future Land Use Map



Anticipated Development

The table below provides an overview of the scope and timing of potential development that DPED projects could occur during the life of the TIRZ, based on market trends and input from the Development community and City staff and leadership. Through the Design Downtown Denton process, community members expressed a desire for new amenities, including a hotel and theater. The development projections listed below do not represent the potential of the entire TIRZ, and are not meant to limit potential development that could generate revenue for the TIRZ. It is anticipated that the projections will continue to be updated in the future to reflect the then current market trends and taking into account the future performance of any catalyst developments. It is anticipated that the development that occurs within the TIRZ could be financed in part by incremental real property tax generated within the TIRZ.

	Square Feet	Units	Projected Completion Date	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
TIRZ #1							
Hotel		130	2028	$125,000	$16,250,000		$0
Retail	15,000		2028	$250	$3,750,000	$200	$3,000,000
Retail	26,000		2029	$250	$6,500,000	$200	$5,200,000
Retail	23,958		2028	$250	$5,989,500	$200	$4,791,600
Multifamily		124	2027	$200,000	$24,800,000		$0
Hotel		225	2030	$125,000	$28,125,000		$0
Multifamily		60	2026	$200,000	$12,000,000		$0
Multifamily		215	2028	$200,000	$43,000,000		$0
Multifamily		210	2030	$200,000	$42,000,000		$0
Theater	11,000		2026	$150	$1,650,000	$200	$2,200,000
Total					**$184,064,500**		**$15,191,600**

Project Costs of the Zone

There are a number of improvements within Tax Increment Reinvestment Zone #1 that will be financed in part by incremental real property tax generated within the TIRZ.

Proposed Project Costs - TIRZ #1		
Water Facilities and Improvements	$ 1,255,836	2.5%
Sanitary Sewer Facilities and Improvements	$ 1,255,836	2.5%
Storm Water Facilities and Improvements	$ 1,255,836	2.5%
Transit/Parking Improvements	$ 5,023,343	10.0%
Street and Intersection Improvements	$ 7,535,014	15.0%
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	$ 7,535,014	15.0%
Economic Development Grants	$ 25,116,713	50.0%
Administrative Costs	$ 1,255,836	2.5%
Total	$ 50,233,426	100.0%

The categories listed in the table above outline various public improvements, and are meant to include all projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. The costs illustrated in the table above are estimates and may be revised. Savings from one line item may be applied to a cost increase in another line item. The $50,233,426 project cost total amount shall be considered a cap on expenditures that shall not be exceeded without an amendment to the project and financing plan.

Economic Development Grants may include grants, loans, and services for public and private development. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and stimulate business and commercial activity in the zone.

The categories described in greater detail on the following page are meant to summarize eligible projects eligible under Chapter 311, Section 311.002 of the Texas Tax Code. If any eligible item is not mentioned in this plan, Chapter 311, Section 311.002 of the Texas Tax Code shall be the determining factor of eligible TIRZ costs.

The project costs are anticipated to be incurred over the term of the TIRZ, subject to demand for development driven by market conditions. It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

Chapter 311 of the Texas Tax Code

Sec. 311.002.

(1) "Project costs" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county designating a reinvestment zone that are listed in the project plan as costs of public works, public improvements, programs, or other projects benefiting the zone, plus other costs incidental to those expenditures and obligations. "Project costs" include:

(A) capital costs, including the actual costs of the acquisition and construction of public works, public improvements, new buildings, structures, and fixtures; the actual costs of the acquisition, demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and fixtures; the actual costs of the remediation of conditions that contaminate public or private land or buildings; the actual costs of the preservation of the facade of a public or private building; the actual costs of the demolition of public or private buildings; and the actual costs of the acquisition of land and equipment and the clearing and grading of land;

(B) financing costs, including all interest paid to holders of evidences of indebtedness or other obligations issued to pay for project costs and any premium paid over the principal amount of the obligations because of the redemption of the obligations before maturity;

(C) real property assembly costs;

(D) professional service costs, including those incurred for architectural, planning, engineering, and legal advice and services;

(E) imputed administrative costs, including reasonable charges for the time spent by employees of the municipality or county in connection with the implementation of a project plan;

(F) relocation costs;

(G) organizational costs, including the costs of conducting environmental impact studies or other studies, the cost of publicizing the creation of the zone, and the cost of implementing the project plan for the zone;

(H) interest before and during construction and for one year after completion of construction, whether or not capitalized;

(I) the cost of operating the reinvestment zone and project facilities;

(J) the amount of any contributions made by the municipality or county from general revenue for the implementation of the project plan;

(K) the costs of school buildings, other educational buildings, other educational facilities, or other buildings owned by or on behalf of a school district, community college district, or other political subdivision of this state; and

(L) payments made at the discretion of the governing body of the municipality or county that the governing body finds necessary or convenient to the creation of the zone or to the implementation of the project plans for the zone.

Water Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of water facilities and improvements that support the development and redevelopment of the downtown TIRZ.

Sanitary Sewer Facilities and Improvements: This category includes TIRZ eligible expenditures for design, engineering and construction of structures or systems designed for the collection, transmission, treatment, or disposal of sewage, and includes trunk mains, interceptors, treatment plants and disposal systems.

Storm Water Facilities and Improvements: The downtown TIRZ district has an aging infrastructure and a number of properties that are situated in the floodplain making proper utility drainage an important component of the project plan. Utility drainage encompasses the physical provisions to accommodate and regulate stormwater runoff to preclude excessive erosion and sedimentation and to control and regulate the rate of flow. Facilities/systems can include natural features and conduits, channels, ditches, swales, pipes, detention devices or other devices designed or intended to carry, direct, detain or otherwise control stormwater," according the Denton Development Code.

Transit/Parking Improvements: Parking structures, whether newly constructed or existing, may be utilized to encourage denser development and support public access to commercial, residential, and retail developments at future mixed-use or transit-oriented developments. Parking includes, but is not limited to, parking garages; surface parking; parking lighting; parking signage and wayfinding, parking meters/kiosks and electrical charging stations. This project category was designed to provide adequate public facilities for transportation and to foster Transit Oriented Development (TOD) that will occur as a result of the planned transit station that will link Denton with passenger rail service to the City of Carrollton, where riders can transfer to the Dallas Area Rapid Transit (DART) system into the Dallas/ Fort Worth metroplex. The goal is to create compact, walkable, pedestrian-centered developments to enhance and act as a catalyst to spur additional development and redevelopment in the district.

Street and Intersection Improvements: The TIRZ will encourage the construction of "Complete Streets", which are "multi-functional, pedestrian-oriented, aesthetically-pleasing, and safe and inviting for residents and visitors. "Improving the use of Downtown Denton's streets is essential for fostering a safer, more inclusive, and lively city core," according to the Design Downtown Denton Plan Final Report adopted by the City Council of the City of Denton on September 17, 2024. Elements of complete streets include the building to building improvements which may encompass: sidewalks, shared travel lanes (e.g. bus and bicycle), parallel and angled parking, pedestrian crosswalks, pedestrian and emergency bulb (American with Disabilities Act (ADA) accessibility), awnings, street improvements, planters, pedestrian street furniture, bike racks and pedestrian lighting.

Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements: Public open space is an important amenity in a Downtown area. In accordance with Sec. 311.008(4B), TIRZ funds may be used to acquire, construct, reconstruct, or install public works, facilities, or sites or other public improvements. Costs of design, improvements, and land acquisition are TIRZ eligible expenses and can be funded from this category. City Council adopted the Denton Parks, Recreation, Trails System Master Plan on March 1, 2022. This plan will guide the department over the next ten years. The creation of the Master Plan involved strategically examining the community's existing services, facilities, and resources and assessing future needs concerning parks, recreation, open space, and greenways. TIRZ funds in this category can be used to support projects that implement the many components the Master Plan in addition to the 2024 Design Downtown Denton Plan Final Report recommendations including activating Quakertown Park, pocket parks, and a southern downtown park. TIRZ funds in this category can be used to support projects that improve the park amenities and enhance the park's open space.

Economic Development Grants: This may include grants, loans, and services for public and private development. Eligible TIRZ project costs are not limited to public uses and may also include projects that involve: historic preservation, demolition, environmental remediation and economic development grants. Chapter 380 of the Local Government Code grants municipalities in Texas the authority to offer grants and loans of public funds to stimulate economic development. Section 311.010 (h) of the Texas Tax Code details the authority of Chapter 380 within a project and financing plan and limits the aggregate amount not to exceed the amount of tax increment produced by the municipality and paid into the tax increment fund for the zone for activities that benefit the zone and simulate business and commercial activity in the zone.

In addition, the City may acquire, lease, sell or otherwise transfer property to accomplish the public purpose of economic development. Such projects may include public-private partnerships or the recruitment of specific industries including, but not limited to, hi-tech or emerging technology companies, local start-up businesses, artesian or "maker" industries, the creative sector, bakeries, microbreweries, micro-distilleries, wineries, grocery stores, or other industries that the TIRZ Board and the City Council deem desirable.

To enhance Denton's reputation as an exceptional place to live, work, shop, play, and learn, TIRZ funds can be used for marketing including a downtown brand, wayfinding and murals to effectively communicate Denton's unique character to visitors and residents who support downtown businesses under the economic development grants category.

Administrative Costs: Administrative costs, including reasonable charges for the time spent by employees of the City, to assist with implementation within the TIRZ will be eligible for reimbursement as project costs, upon approval by the Board of Directors and in connection with the implementation of the Project and Financing Plan. Other related administrative expenses including legal fees and consulting fees of the City, management expenses, meeting expenditures and equipment are included in this category.

Method of Financing

The tax increment base for the original boundaries of the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2010, which is the year in which the Zone was originally designated as a reinvestment zone, as defined by Section 311.0123. The tax increment base for TIRZ 1A, the expanded boundaries of the Zone, as defined by Section 311.012(c) of the Texas Tax Code, shall be the total appraised value of all real property in the Zone taxable by a taxing unit, determined as of January 1, 2024, which is the year in which the expanded area of the Zone was designated as a reinvestment zone, as defined by Section 311.0123.

To fund the public improvements outlined on the previous page, for the original boundaries and TIRZ 1A, the City of Denton will contribute 90% of the City's real propery tax increment generated from 2024 to 2030, and 85% of the City's tax increment generated from 2031 to 2040.

Debt Service

It is not anticipated at this time that the TIRZ will incur any bonded indebtedness.

Economic Feasibility Study

A taxable value analysis was developed as part of the project and financing plan to determine the economic feasibility of the project. The study examined the expected tax revenue the TIRZ would receive based on the previously outlined developments. A summary overview of the anticipated development square footages, the anticipated sales per square foot and the anticipated taxable value per square foot can be found on the table below.

The following pages show the estimated captured appraised value of the zone during each year of its existence and the net benefits of the zone to each of the local taxing jurisdictions as well as the method of financing and debt service.

Utilizing the information outlined in this feasibility study, DPED has found that the TIRZ is economically feasible and will provide the City and other taxing jurisdictions with economic benefits that would not occur without its implementation.

Real Property Tax -2024 Rates		Participation
City of Denton	0.58542000	100%, 95% 90%, 85%*
Denton County	0.18786900	0%
Denton ISD	1.15690000	0%
	1.93018900	

**TIRZ #1 (Original Boundaries): 100%: 2011-2015, 95%: 2016-2020, 90%: 2021-2030, 85%: 2031-2040*

**TIRZ #1A (Expanded Boundaries): 90%: 2024-2030, 85%: 2031-2040*

Personal Property Tax		Participation
City of Denton	0.58542000	0%
Denton County	0.18786900	0%
Denton ISD	1.15690000	0%
	1.93018900	

Sales Tax Rate	
City of Denton	0.0150000
DCTA	0.0050000
	0.0200000

► ***INPUT***

INFLATION RATE	3.50%

REAL PROPERTY TAX	
City of Denton	0.58542000
Denton County	0.18786900
Denton ISD	1.15690000
	1.93018900

PERSONAL PROPERTY TAX	
City of Denton	0.58542000
Denton County	0.18786900
Denton ISD	1.15690000
	1.93018900

SALES TAX RATE	
City of Denton	0.0150000
DCTA	0.0050000
	0.0200000

TIRZ #1

		AREA	REAL PROPERTY		PERSONAL PROPERTY		SALES	
	Year	SF/UNITS	$ / SF	TAX VALUE	$ / SF	TAX VALUE	$ / SF	TAX VALUE
Hotel	2028	130	$ 125,000.00	$ 16,250,000	$ -		$ -	$ -
Retail	2028	15,000	$ 250.00	$ 3,750,000	$ 15.00	$ 225,000	$ 200.00	$ 3,000,000
Retail	2029	26,000	$ 250.00	$ 6,500,000	$ 15.00	$ 390,000	$ 200.00	$ 5,200,000
Retail	2028	23,958	$ 250.00	$ 5,989,500	$ 15.00	$ 359,370	$ 200.00	$ 4,791,600
Multifamily	2027	124	$ 200,000.00	$ 24,800,000	$ -	$ -	$ -	$ -
Hotel	2030	225	$ 125,000.00	$ 28,125,000	$ -	$ -	$ -	$ -
Multifamily	2026	60	$ 200,000.00	$ 12,000,000	$ -	$ -	$ -	$ -
Multifamily	2028	215	$ 200,000.00	$ 43,000,000	$ -	$ -	$ -	$ -
Multifamily	2030	210	$ 200,000.00	$ 42,000,000	$ -	$ -	$ -	$ -
Theater	2026	11,000	$ 150.00	$ 1,650,000	$ 15.00	$ 165,000	$ 200.00	$ 2,200,000
	TOTAL			184,064,500		1,139,370		15,191,600

► ***OUTPUT***

TOTAL TAX REVENUE		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Denton	*33.9%*	$ 22,045,835	=	$ 17,996,958	+	$ 115,144	+	$ 3,933,733
Denton County	*8.9%*	$ 5,812,413	=	$ 5,775,461	+	$ 36,951	+	$ -
Denton ISD	*55.1%*	$ 35,792,921	=	$ 35,565,374	+	$ 227,547	+	$ -
DCTA	*2.0%*	$ 1,311,244	=	$ -	+	$ -	+	$ 1,311,244
	100.0%	64,962,413		$ 59,337,794		$ 379,642		$ 5,244,977
		100.0%		*91.3%*		*0.6%*		*8.1%*

TOTAL PARTICIPATION		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Denton	*100.0%*	$ 15,393,108	=	$ 15,393,108	+	$ -	+	$ -
Denton County	*100.0%*	$ -	=	$ -	+	$ -	+	$ -
Denton ISD	*100.0%*	$ -	=	$ -	+	$ -	+	$ -
DCTA	*200.0%*	$ -	=	$ -	+	$ -	+	$ -
	100.0%	15,393,108		$ 15,393,108		$ -		$ -
		100.0%		*100.0%*		*0.0%*		*0.0%*

NET BENEFIT		TOTAL		REAL PROPERTY		PERSONAL PROPERTY		SALES
City of Denton	*13.4%*	$ 6,652,728	=	$ 2,603,851	+	$ 115,144	+	$ 3,933,733
Denton County	*11.7%*	$ 5,812,413	=	$ 5,775,461	+	$ 36,951	+	$ -
Denton ISD	*72.2%*	$ 35,792,921	=	$ 35,565,374	+	$ 227,547	+	$ -
DCTA	*2.6%*	$ 1,311,244	=	$ -	+	$ -	+	$ 1,311,244
	100.0%	49,569,305		$ 43,944,686		$ 379,642		$ 5,244,977
		100.0%		*88.7%*		*0.8%*		*10.6%*

TAX REVENUE PROJECTIONS & COST-BENEFIT ANALYSIS

Calendar Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Annual Participation																															
City of Denton		0.68975	0.68975	0.68975	0.68975	0.68975	0.68334	0.637856	0.620477	0.590454	0.590454	0.565823	0.560682	0.560682	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542	0.58542
Participation		100%	100%	100%	100%	100%	95%	95%	95%	95%	95%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
TIRZ Rate		0.68975	0.68975	0.68975	0.68975	0.68975	0.649173	0.6059632	0.5894531	0.5609313	0.5609313	0.5092407	0.5046138	0.5046138	0.526878	0.526878	0.526878	0.526878	0.526878	0.526878	0.526878	0.497607	0.497607	0.497607	0.497607	0.497607	0.497607	0.497607	0.497607	0.497607	0.497607
Denton County		0.27736	0.28287	0.28491	0.27220	0.26200	0.24841	0.23781	0.22557	0.22528	0.22499	0.23309	0.21754	0.18949	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787	0.18787
Participation		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
TIRZ Rate		0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000
Denton ISD		1.53000	1.53000	1.53000	1.54000	1.54000	1.54000	1.54000	1.54000	1.47000	1.40760	1.36200	1.34460	1.15920	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690	1.15690
Participation		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
TIRZ Rate		0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000

TOTAL TAX REVENUE

		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	
Multifamily	Taxable Value Per Unit		-	-	-	-	-	-	-	-	-	-	-	-	-	200,000	207,000	214,245	221,744	229,505	237,537	245,851	254,456	263,362	272,579	282,120	291,994	302,214	312,791	323,739	335,070	346,797	
	Cumulative Units		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	60	184	399	399	609	609	609	609	609	609	609	609	609	609	
	MF Taxable Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,304,615	42,228,846	94,777,367	98,094,575	154,963,614	160,387,341	166,000,898	171,810,929	177,824,312	184,048,162	190,489,848	197,156,993	204,057,488	211,199,500	
Hotel	Taxable Value Per Unit		-	-	-	-	-	-	-	-	-	-	-	-	-	125,000	129,375	133,903	138,590	143,440	148,461	153,657	159,035	164,601	170,362	176,325	182,496	188,884	195,495	202,337	209,419	216,748	
	Cumulative Units		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	130	130	355	355	355	355	355	355	355	355	355	355	
	Hotel Taxable Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	19,299,902	19,975,399	56,457,392	58,433,401	60,478,570	62,595,320	64,786,156	67,053,672	69,400,550	71,829,569	74,343,604	76,945,631	
Retail	Taxable Value Per SF		-	-	-	-	-	-	-	-	-	-	-	-	-	250	259	268	277	287	297	307	318	329	341	353	365	378	391	405	419	433	
	Cumulative SF		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	
	Retail Taxable Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,567,471	19,962,492	20,661,179	21,384,320	22,132,772	22,907,419	23,709,178	24,538,999	25,397,864	26,286,790	27,206,827	28,159,066	
Theater	Taxable Value Per SF		-	-	-	-	-	-	-	-	-	-	-	-	-	150	155	161	166	172	178	184	191	198	204	212	219	227	235	243	251	260	
	Cumulative SF		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	
	Theater Taxable Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,829,384	1,893,413	1,959,682	2,028,271	2,099,261	2,172,735	2,248,781	2,327,488	2,408,950	2,493,263	2,580,527	2,670,846	2,764,326	2,861,077	
REAL PROPERTY	*Taxable Value*		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,133,999	44,122,259	127,604,423	140,060,737	234,181,446	242,377,797	250,861,020	259,641,156	268,728,596	278,134,097	287,868,790	297,944,198	308,372,245	319,165,273	
City of Denton			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	88,597	258,301	747,022	819,944	1,370,945	1,418,928	1,468,591	1,519,991	1,573,191	1,628,253	1,685,241	1,744,225	1,805,273	1,868,457	17,996,958
Denton County			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,432	82,892	239,729	263,131	439,954	455,353	471,290	487,785	504,858	522,528	540,816	559,745	579,336	599,613	5,775,461
Denton ISD			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	175,085	510,450	1,476,256	1,620,363	2,709,245	2,804,069	2,902,211	3,003,789	3,108,921	3,217,733	3,330,354	3,446,916	3,567,559	3,692,423	35,565,374
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	292,115	851,643	2,463,007	2,703,437	4,520,145	4,678,350	4,842,092	5,011,565	5,186,970	5,368,514	5,556,412	5,750,886	5,952,167	6,160,493	59,337,794
PERSONAL PSF																																	
Retail	Per SF		-	-	-	-	-	-	-	-	-	-	-	-	-	15	16	16	17	17	18	18	19	20	20	21	22	23	23	24	25	26	
	Cumulative SF		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	
	Taxable Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	694,048	1,197,750	1,239,671	1,283,059	1,327,966	1,374,445	1,422,551	1,472,340	1,523,872	1,577,207	1,632,410	1,689,544	
Theater	Per SF		-	-	-	-	-	15	16	16	17	17	18	18	-	-	-	-	15	16	16	17	17	18	19	20	21	22	23	23	24	25	26	
	Cumulative SF		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	
	Taxable Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	182,938	189,341	195,968	202,827	209,926	217,273	224,878	232,749	240,895	249,326	258,053	267,085	276,433	286,108	
PERSONAL PROPERTY	*Taxable Value*		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	182,938	189,341	890,016	1,400,577	1,449,597	1,500,333	1,552,844	1,607,194	1,663,446	1,721,666	1,781,925	1,844,292	1,908,842	1,975,652	
City of Denton			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,071	1,108	5,210	8,199	8,486	8,783	9,091	9,409	9,738	10,079	10,432	10,797	11,175	11,566	GROSS 115,144
Denton County			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	344	356	1,672	2,631	2,723	2,819	2,917	3,019	3,125	3,234	3,348	3,465	3,586	3,712	36,951
Denton ISD			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,116	2,190	10,297	16,203	16,770	17,357	17,965	18,594	19,244	19,918	20,615	21,337	22,083	22,856	227,547
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3,531	3,655	17,179	27,034	27,980	28,959	29,973	31,022	32,108	33,231	34,395	35,598	36,844	38,134	379,642
SALES PSF																																	
Retail	Sales Per SF		-	-	-	-	-	-	-	-	-	-	-	-	-	200	207	214	222	230	238	246	254	263	273	282	292	302	313	324	335	347	
	Cumulative SF		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	64,958	
	Taxable Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	9,253,977	15,969,993	16,528,943	17,107,456	17,706,217	18,325,935	18,967,343	19,631,200	20,318,292	21,029,432	21,765,462	22,527,253	
Theater	Sales Per SF		-	-	-	-	-	-	-	-	-	-	-	-	-	200	207	214	222	230	238	246	254	263	273	282	292	302	313	324	335	347	
	Cumulative SF		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	11,000	
	Taxable Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,439,179	2,524,551	2,612,910	2,704,362	2,799,014	2,896,980	2,998,374	3,103,317	3,211,933	3,324,351	3,440,703	3,561,128	3,685,767	3,814,769	
SALES TAX	*Taxable Value*		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,439,179	2,524,551	11,866,886	18,674,355	19,327,958	20,004,436	20,704,591	21,429,252	22,179,276	22,955,551	23,758,995	24,590,560	25,451,229	26,342,022	
City of Denton			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	36,588	37,868	178,003	280,115	289,919	300,067	310,569	321,439	332,689	344,333	356,385	368,858	381,768	395,130	GROSS ######### ##
DCTA			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,196	12,623	59,334	93,372	96,640	100,022	103,523	107,146	110,896	114,778	118,795	122,953	127,256	131,710	######### ##
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	48,784	50,491	237,337	373,487	386,559	400,089	414,092	428,585	443,585	459,111	475,180	491,811	509,024	526,840	5,244,977
SUMMARY																																	
City of Denton			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	126,256	297,277	930,235	1,108,258	1,669,351	1,727,778	1,788,250	1,850,839	1,915,618	1,982,665	2,052,058	2,123,880	2,198,216	2,275,154	GROSS 22,045,835
Denton County			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,776	83,248	241,401	265,762	442,678	458,171	474,207	490,805	507,983	525,762	544,164	563,210	582,922	603,324	5,812,413
Denton ISD			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	177,202	512,641	1,486,552	1,636,566	2,726,016	2,821,426	2,920,176	3,022,382	3,128,166	3,237,651	3,350,969	3,468,253	3,589,642	3,715,279	35,792,921
DCTA			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,196	12,623	59,334	93,372	96,640	100,022	103,523	107,146	110,896	114,778	118,795	122,953	127,256	131,710	1,311,244
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	344,429	905,789	2,717,523	3,103,958	4,934,684	5,107,398	5,286,156	5,471,172	5,662,663	5,860,856	6,065,986	6,278,296	6,498,036	6,725,467	64,962,413

PARTICIPATION

																			295,646														
REAL PROPERTY	*Taxable Value*		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	15,133,999	44,122,259	127,604,423	140,060,737	234,181,446	242,377,797	250,861,020	259,641,156	268,728,596	278,134,097	287,868,790	297,944,198	308,372,245	319,165,273	
City of Denton			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79,738	232,470	672,320	737,949	1,165,303	1,206,089	1,248,302	1,291,993	1,337,212	1,384,015	1,432,455	1,482,591	1,534,482	1,588,189	GROSS 15,393,108
Denton County			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Denton ISD			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79,738	232,470	672,320	737,949	1,165,303	1,206,089	1,248,302	1,291,993	1,337,212	1,384,015	1,432,455	1,482,591	1,534,482	1,588,189	15,393,108
PERSONAL PROPERTY	*Taxable Value*		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	182,938	189,341	195,968	202,827	209,926	217,273	224,878	232,749	240,895	249,326	258,053	267,085	276,433	286,108	
City of Denton			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	GROSS -
Denton County			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Denton ISD			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SALES TAX	*Taxable Value*		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,439,179	2,524,551	11,866,886	18,674,355	19,327,958	20,004,436	20,704,591	21,429,252	22,179,276	22,955,551	23,758,995	24,590,560	25,451,229	26,342,022	
City of Denton			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DCTA			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SUMMARY																																	
City of Denton		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79,738	232,470	672,320	737,949	1,165,303	1,206,089	1,248,302	1,291,993	1,337,212	1,384,015	1,432,455	1,482,591	1,534,482	1,588,189	GROSS 15,393,108
Denton County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Denton ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DCTA		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79,738	232,470	672,320	737,949	1,165,303	1,206,089	1,248,302	1,291,993	1,337,212	1,384,015	1,432,455	1,482,591	1,534,482	1,588,189	15,393,108

TOTAL TAX REVENUE - PARTICIPATION = NET BENEFIT

SUMMARY																																	
City of Denton		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	46,518	64,807	257,916	370,309	504,047	521,689	539,948	558,846	578,406	598,650	619,603	641,289	663,734	686,965	GROSS 6,652,728
Denton County		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	28,776	83,248	241,401	265,762	442,678	458,171	474,207	490,805	507,983	525,762	544,164	563,210	582,922	603,324	5,812,413
Denton ISD		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	177,202	512,641	1,486,552	1,636,566	2,726,016	2,821,426	2,920,176	3,022,382	3,128,166	3,237,651	3,350,969	3,468,253	3,589,642	3,715,279	35,792,921
DCTA		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	12,196	12,623	59,334	93,372	96,640	100,022	103,523	107,146	110,896	114,778	118,795	122,953	127,256	131,710	1,311,244
Total		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	264,692	673,318	2,045,204	2,366,009	3,769,380	3,901,309	4,037,854	4,179,179	4,325,451	4,476,841	4,633,531	4,795,704	4,963,554	5,137,279	49,569,305

Financial Feasibility Analysis - Proposed TIRZ Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 3.50%

REAL PROPERTY TAX			
City of Denton	0.5854200	0%	0.0000000
Denton County	0.1878690	0%	0.0000000
Denton ISD	1.1569000	0%	0.0000000
	1.9301890		0.0000000

BUSINESS PERSONAL PROPERTY TAX			
City of Denton	0.5854200	0%	0.0000000
Denton County	0.1878690	0%	0.0000000
Denton ISD	1.1569000	0%	0.0000000
	1.9301890		0.0000000

SALES TAX			
City of Denton	0.0150000	0.00%	0.0000000
DCTA	0.0050000	0.00%	0.0000000
	0.0200000		0.0000000

Projected-->

Annual Participation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
City of Denton	0.6897500	0.6897500	0.6897500	0.6897500	0.6897500	0.6833400	0.6378560	0.6204770	0.5904540	0.5904540	0.5658230	0.5606820	0.5606820	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200	0.5854200
Participation	100%	100%	100%	100%	100%	95%	95%	95%	95%	95%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	85%	85%	85%	85%	85%	85%	85%	85%	85%	85%
TIRZ Rate	**0.6897500**	**0.6897500**	**0.6897500**	**0.6897500**	**0.6897500**	**0.6491730**	**0.6059632**	**0.5894532**	**0.5609313**	**0.5609313**	**0.5092407**	**0.5046138**	**0.5046138**	**0.5268780**	**0.5268780**	**0.5268780**	**0.5268780**	**0.5268780**	**0.5268780**	**0.5268780**	**0.4976070**	**0.4976070**	**0.4976070**	**0.4976070**	**0.4976070**	**0.4976070**	**0.4976070**	**0.4976070**	**0.4976070**	**0.4976070**
Denton County	0.2773570	0.2828670	0.2849140	0.2722000	0.2620000	0.2484090	0.2378120	0.2255740	0.2252780	0.2249850	0.2330860	0.2175430	0.1894850	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690	0.1878690
Participation	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
TIRZ Rate													**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**	**0.0000000**
Denton ISD	1.5300000	1.5300000	1.5300000	1.5400000	1.5400000	1.5400000	1.5400000	1.5400000	1.4700000	1.4076000	1.3620000	1.3446000	1.1592000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000	1.1569000
Participation	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
TIRZ Rate													**0**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**	**0.000000**

Original Boundaries	**BASE YEAR**	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
REVENUE YEAR	**2010**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**TOTALS**
BASE YEAR																																	
City of Denton	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	
Denton County	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	
Denton ISD	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	
TAXABLE VALUE																																	
City of Denton		79,356,854	80,331,050	93,040,263	100,452,300	116,769,435	127,204,599	150,021,979	161,351,215	170,678,753	209,626,251	234,054,363	222,831,388	248,493,410	261,202,019	270,344,090	279,806,133	289,599,347	299,735,325	310,226,061	321,083,973	332,321,912	343,953,179	355,991,540	368,451,244	381,347,038	394,694,184	408,508,481	422,806,277	437,604,497	452,920,655	468,772,877	
Denton County		79,356,854	80,331,050	93,040,263	100,452,300	116,769,435	127,204,599	150,021,979	161,351,215	170,678,753	209,626,251	234,054,363	222,831,388	248,493,410	261,202,019	270,344,090	279,806,133	289,599,347	299,735,325	310,226,061	321,083,973	332,321,912	343,953,179	355,991,540	368,451,244	381,347,038	394,694,184	408,508,481	422,806,277	437,604,497	452,920,655	468,772,877	
Denton ISD		79,356,854	80,331,050	93,040,263	100,452,300	116,769,435	127,204,599	150,021,979	161,351,215	170,678,753	209,626,251	234,054,363	222,831,388	248,493,410	261,202,019	270,344,090	279,806,133	289,599,347	299,735,325	310,226,061	321,083,973	332,321,912	343,953,179	355,991,540	368,451,244	381,347,038	394,694,184	408,508,481	422,806,277	437,604,497	452,920,655	468,772,877	
TAXABLE VALUE INCREMENT																																	
City of Denton			974,196	13,683,409	21,095,446	37,412,581	47,847,745	70,665,125	81,994,361	91,321,899	130,269,397	154,697,509	143,474,534	169,136,556	181,845,165	190,987,236	200,449,279	210,242,493	220,378,471	230,869,207	241,727,119	252,965,058	264,596,325	276,634,686	289,094,390	301,990,184	315,337,330	329,151,627	343,449,423	358,247,643	373,563,801	389,416,023	
Denton County			974,196	13,683,409	21,095,446	37,412,581	47,847,745	70,665,125	81,994,361	91,321,899	130,269,397	154,697,509	143,474,534	169,136,556	181,845,165	190,987,236	200,449,279	210,242,493	220,378,471	230,869,207	241,727,119	252,965,058	264,596,325	276,634,686	289,094,390	301,990,184	315,337,330	329,151,627	343,449,423	358,247,643	373,563,801	389,416,023	
Denton ISD			974,196	13,683,409	21,095,446	37,412,581	47,847,745	70,665,125	81,994,361	91,321,899	130,269,397	154,697,509	143,474,534	169,136,556	181,845,165	190,987,236	200,449,279	210,242,493	220,378,471	230,869,207	241,727,119	252,965,058	264,596,325	276,634,686	289,094,390	301,990,184	315,337,330	329,151,627	343,449,423	358,247,643	373,563,801	389,416,023	
REVENUE A																																	
TAXABLE VALUE GROWTH																																	
City of Denton			6,720	94,381	145,506	258,053	330,030	458,739	496,856	538,300	730,722	867,747	730,631	853,486	917,616	1,006,270	1,056,123	1,107,721	1,161,126	1,216,399	1,273,607	1,332,817	1,316,650	1,376,554	1,438,554	1,502,724	1,569,141	1,637,882	1,709,028	1,782,665	1,858,880	1,937,761	30,712,687	City of Denton
Denton County			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Denton County
Denton ISD			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Denton ISD
			6,720	**94,381**	**145,506**	**258,053**	**330,030**	**458,739**	**496,856**	**538,300**	**730,722**	**867,747**	**730,631**	**853,486**	**917,616**	**1,006,270**	**1,056,123**	**1,107,721**	**1,161,126**	**1,216,399**	**1,273,607**	**1,332,817**	**1,316,650**	**1,376,554**	**1,438,554**	**1,502,724**	**1,569,141**	**1,637,882**	**1,709,028**	**1,782,665**	**1,858,880**	**1,937,761**	**30,712,687**	

REVENUE YEAR	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**TOTALS**	
BASE YEAR																																	
City of Denton		0	0	0	0	0	0	0	0	0	0	0	0	0	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	
Denton County		0	0	0	0	0	0	0	0	0	0	0	0	0	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	
Denton ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	
TAXABLE VALUE																																	
City of Denton		0	0	0	0	0	0	0	0	0	0	0	0	0	0	149,286,892	154,511,933	159,919,851	165,517,046	171,310,142	177,305,997	183,511,707	189,934,617	196,582,328	203,462,710	210,583,905	217,954,342	225,582,743	233,478,139	241,649,874	250,107,620	
Denton County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	149,286,892	154,511,933	159,919,851	165,517,046	171,310,142	177,305,997	183,511,707	189,934,617	196,582,328	203,462,710	210,583,905	217,954,342	225,582,743	233,478,139	241,649,874	250,107,620	
Denton ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	149,286,892	154,511,933	159,919,851	165,517,046	171,310,142	177,305,997	183,511,707	189,934,617	196,582,328	203,462,710	210,583,905	217,954,342	225,582,743	233,478,139	241,649,874	250,107,620	
TAXABLE VALUE INCREMENT																																	
City of Denton		0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,048,349	10,273,390	15,681,308	21,278,503	27,071,599	33,067,454	39,273,164	45,696,074	52,343,785	59,224,167	66,345,362	73,715,799	81,344,200	89,239,596	97,411,331	105,869,077	
Denton County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,048,349	10,273,390	15,681,308	21,278,503	27,071,599	33,067,454	39,273,164	45,696,074	52,343,785	59,224,167	66,345,362	73,715,799	81,344,200	89,239,596	97,411,331	105,869,077	
Denton ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,048,349	10,273,390	15,681,308	21,278,503	27,071,599	33,067,454	39,273,164	45,696,074	52,343,785	59,224,167	66,345,362	73,715,799	81,344,200	89,239,596	97,411,331	105,869,077	
REVENUE B																																	
City of Denton		0	0	0	0	0	0	0	0	0	0	0	0	0	0	26,599	54,128	82,621	112,112	142,634	174,225	195,426	227,387	260,466	294,704	330,139	366,815	404,774	444,062	484,726	526,812	4,127,631	City of Denton
Denton County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Denton County
Denton ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Denton ISD
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**26,599**	**54,128**	**82,621**	**112,112**	**142,634**	**174,225**	**195,426**	**227,387**	**260,466**	**294,704**	**330,139**	**366,815**	**404,774**	**444,062**	**484,726**	**526,812**	**4,127,631**	

1 **TIRZ#1 - Incremental Revenue**																																	
REAL PROPERTY TAX		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,133,999	44,122,259	127,604,423	140,060,737	234,181,446	242,377,797	250,861,020	259,641,156	268,728,596	278,134,097	287,868,790	297,944,198	308,372,245	319,165,273		
BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	182,938	189,341	890,016	1,400,577	1,449,597	1,500,333	1,552,844	1,607,194	1,663,446	1,721,666	1,781,925	1,844,292	1,908,842	1,975,652		
City of Denton		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	79,738	232,470	672,320	737,949	1,165,303	1,206,089	1,248,302	1,291,993	1,337,212	1,384,015	1,432,455	1,482,591	1,534,482	1,588,189	15,393,108	City of Denton
Denton County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Denton County
Denton ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Denton ISD
		0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**79,738**	**232,470**	**672,320**	**737,949**	**1,165,303**	**1,206,089**	**1,248,302**	**1,291,993**	**1,337,212**	**1,384,015**	**1,432,455**	**1,482,591**	**1,534,482**	**1,588,189**	**15,393,108**	
2 **REVENUE #2 - SALES TAX**																																	
Sales		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,439,179	2,524,551	11,866,886	18,674,355	19,327,958	20,004,436	20,704,591	21,429,252	22,179,276	22,955,551	23,758,995	24,590,560	25,451,229	26,342,022		
City of Denton		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	City of Denton
DCTA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	DCTA
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
REVENUE A, B, 1, 2,		**6,720**	**94,381**	**145,506**	**258,053**	**330,030**	**458,739**	**496,856**	**538,300**	**730,722**	**867,747**	**730,631**	**853,486**	**917,616**	**1,006,270**	**1,082,722**	**1,161,850**	**1,323,485**	**1,560,981**	**2,088,561**	**2,244,992**	**2,677,379**	**2,810,029**	**2,947,322**	**3,089,420**	**3,236,492**	**3,388,711**	**3,546,258**	**3,709,319**	**3,878,087**	**4,052,762**	**50,233,426**	
Running Total	**0**	**6,720**	**101,101**	**246,607**	**504,660**	**834,690**	**1,293,429**	**1,790,284**	**2,328,584**	**3,059,306**	**3,927,053**	**4,657,683**	**5,511,170**	**6,428,786**	**7,435,055**	**8,517,777**	**9,679,627**	**11,003,112**	**12,564,093**	**14,652,654**	**16,897,645**	**19,575,025**	**22,385,054**	**25,332,376**	**28,421,797**	**31,658,289**	**35,047,000**	**38,593,258**	**42,302,577**	**46,180,664**	**50,233,426**		

GROSS 50,233,426

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040		
City of Denton		6,720	94,381	145,506	258,053	330,030	458,739	496,856	538,300	730,722	867,747	730,631	853,486	917,616	1,006,270	1,082,722	1,161,850	1,323,485	1,560,981	2,088,561	2,244,992	2,677,379	2,810,029	2,947,322	3,089,420	3,236,492	3,388,711	3,546,258	3,709,319	3,878,087	4,052,762	50,233,426	City of Denton
Denton County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Denton County
Denton ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Denton ISD
DCTA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	DCTA
$ -		6,720	94,381	145,506	258,053	330,030	458,739	496,856	538,300	730,722	867,747	730,631	853,486	917,616	1,006,270	1,082,722	1,161,850	1,323,485	1,560,981	2,088,561	2,244,992	2,677,379	2,810,029	2,947,322	3,089,420	3,236,492	3,388,711	3,546,258	3,709,319	3,878,087	4,052,762	50,233,426	

Financial Feasibility Analysis - 100% of Revenue

ESTIMATE OF GENERAL IMPACT OF PROPOSED ZONE PROPERTY VALUES AND TAX REVENUES

TAXABLE BASE YEAR GROWTH 3.50%

REAL PROPERTY TAX			
City of Denton	0.5854200	100%	0.5854200
Denton County	0.1878690	100%	0.1878690
Denton ISD	1.1569000	100%	1.1569000
	1.9301890		*1.9301890*

BUSINESS PERSONAL PROPERTY TAX			
City of Denton	0.5854200	100%	0.5854200
Denton County	0.1878690	100%	0.1878690
Denton ISD	1.1569000	100%	1.1569000
	1.9301890		*1.9301890*

SALES TAX			
City of Denton	0.0150000	100.00%	0.0150000
DCTA	0.0050000	100.00%	0.0050000
	0.0200000		*0.0200000*

Projected-->

Annual Participation	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
City of Denton	*0.6897500*	*0.6897500*	*0.6897500*	*0.6897500*	*0.6897500*	*0.6833400*	*0.6378560*	*0.6204770*	*0.5904540*	*0.5904540*	*0.5658230*	*0.5606820*	*0.5606820*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*	*0.5854200*
	100%	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*
Rate	***0.6897500***	***0.6897500***	***0.6897500***	***0.6897500***	***0.6897500***	***0.6833400***	***0.6378560***	***0.6204770***	***0.5904540***	***0.5904540***	***0.5658230***	***0.5606820***	***0.5606820***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***	***0.5854200***
Denton County	*0.2773570*	*0.2828670*	*0.2849140*	*0.2722000*	*0.2620000*	*0.2484090*	*0.2378120*	*0.2255740*	*0.2252780*	*0.2249850*	*0.2330860*	*0.2175430*	*0.1894850*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*	*0.1878690*
	100%	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*
Rate	***0.2773570***	***0.2828670***	***0.2849140***	***0.2722000***	***0.2620000***	***0.2484090***	***0.2378120***	***0.2255740***	***0.2252780***	***0.2249850***	***0.2330860***	***0.2175430***	***0.1894850***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***	***0.1878690***
Denton ISD	*1.5300000*	*1.5300000*	*1.5300000*	*1.5400000*	*1.5400000*	*1.5400000*	*1.5400000*	*1.5400000*	*1.4700000*	*1.4076000*	*1.3620000*	*1.3446000*	*1.1592000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*	*1.1569000*
	100%	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*	*100%*
Rate	***1.5300000***	***1.5300000***	***1.5300000***	***1.5400000***	***1.5400000***	***1.5400000***	***1.5400000***	***1.5400000***	***1.4700000***	***1.4076000***	***1.3620000***	***1.3446000***	***1.1592000***	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**	**1.1569200**

TIRZ #1 - Original Boundaries	**BASE YEAR**	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
REVENUE YEAR	**2010**	**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**TOTALS**
BASE YEAR																																	
City of Denton	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	
Denton County	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	
Denton ISD	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	79,356,854	
TAXABLE VALUE																																	
City of Denton		79,356,854	80,331,050	93,040,263	100,452,300	116,769,435	127,204,599	150,021,979	161,351,215	170,678,753	209,626,251	234,054,363	222,831,388	230,630,487	238,702,554	247,057,143	255,704,143	264,653,788	273,916,671	283,503,754	293,426,385	303,696,309	314,325,680	325,327,079	336,713,526	348,498,500	360,695,947	373,320,305	386,386,516	399,910,044	413,906,896	428,393,637	
Denton County		79,356,854	80,331,050	93,040,263	100,452,300	116,769,435	127,204,599	150,021,979	161,351,215	170,678,753	209,626,251	234,054,363	222,831,388	230,630,487	238,702,554	247,057,143	255,704,143	264,653,788	273,916,671	283,503,754	293,426,385	303,696,309	314,325,680	325,327,079	336,713,526	348,498,500	360,695,947	373,320,305	386,386,516	399,910,044	413,906,896	428,393,637	
Denton ISD		79,356,854	80,331,050	93,040,263	100,452,300	116,769,435	127,204,599	150,021,979	161,351,215	170,678,753	209,626,251	234,054,363	222,831,388	230,630,487	238,702,554	247,057,143	255,704,143	264,653,788	273,916,671	283,503,754	293,426,385	303,696,309	314,325,680	325,327,079	336,713,526	348,498,500	360,695,947	373,320,305	386,386,516	399,910,044	413,906,896	428,393,637	
TAXABLE VALUE INCREMENT																																	
City of Denton			974,196	13,683,409	21,095,446	37,412,581	47,847,745	70,665,125	81,994,361	91,321,899	130,269,397	154,697,509	143,474,534	151,273,633	159,345,700	167,700,289	176,347,289	185,296,934	194,559,817	204,146,900	214,069,531	224,339,455	234,968,826	245,970,225	257,356,672	269,141,646	281,339,093	293,963,451	307,029,662	320,553,190	334,550,042	349,036,783	
Denton County			974,196	13,683,409	21,095,446	37,412,581	47,847,745	70,665,125	81,994,361	91,321,899	130,269,397	154,697,509	143,474,534	151,273,633	159,345,700	167,700,289	176,347,289	185,296,934	194,559,817	204,146,900	214,069,531	224,339,455	234,968,826	245,970,225	257,356,672	269,141,646	281,339,093	293,963,451	307,029,662	320,553,190	334,550,042	349,036,783	
Denton ISD			974,196	13,683,409	21,095,446	37,412,581	47,847,745	70,665,125	81,994,361	91,321,899	130,269,397	154,697,509	143,474,534	151,273,633	159,345,700	167,700,289	176,347,289	185,296,934	194,559,817	204,146,900	214,069,531	224,339,455	234,968,826	245,970,225	257,356,672	269,141,646	281,339,093	293,963,451	307,029,662	320,553,190	334,550,042	349,036,783	
REVENUE A TAXABLE VALUE GROWTH																																	
City of Denton			6,720	94,381	145,506	258,053	330,030	482,883	523,006	566,631	769,181	913,418	811,812	848,164	893,423	981,751	1,032,372	1,084,765	1,138,992	1,195,117	1,253,206	1,313,328	1,375,554	1,439,959	1,506,617	1,575,609	1,647,015	1,720,921	1,797,413	1,876,582	1,958,523	2,043,331	31,584,264	City of Denton
Denton County			2,702	38,706	60,104	101,837	125,361	175,539	194,992	205,998	293,468	348,046	334,419	329,085	301,936	315,057	331,302	348,115	365,518	383,529	402,170	421,464	441,434	462,102	483,493	505,634	528,549	552,266	576,814	602,220	628,516	655,732	10,516,108	Denton County
Denton ISD			14,905	209,356	322,760	576,154	736,855	1,088,243	1,262,713	1,406,357	1,914,960	2,177,522	1,954,123	2,034,025	1,847,135	1,943,982	2,044,218	2,147,962	2,255,337	2,366,471	2,481,494	2,600,543	2,723,759	2,851,287	2,983,279	3,119,890	3,261,283	3,407,624	3,559,088	3,715,853	3,878,104	4,046,034	64,931,317	Denton ISD
			24,327	**342,443**	**528,370**	**936,044**	**1,192,246**	**1,746,665**	**1,980,712**	**2,178,987**	**2,977,609**	**3,438,986**	**3,100,354**	**3,211,274**	**3,042,494**	**3,240,790**	**3,407,892**	**3,580,843**	**3,759,847**	**3,945,116**	**4,136,870**	**4,335,335**	**4,540,747**	**4,753,348**	**4,973,389**	**5,201,133**	**5,436,847**	**5,680,811**	**5,933,314**	**6,194,655**	**6,465,143**	**6,745,097**	**107,031,689**	

TIRZ #1A - Expanded Boundaries																																	
REVENUE YEAR		**2010**	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**TOTALS**
BASE YEAR																																	
City of Denton			0	0	0	0	0	0	0	0	0	0	0	0	0	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	
Denton County			0	0	0	0	0	0	0	0	0	0	0	0	0	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	
Denton ISD			0	0	0	0	0	0	0	0	0	0	0	0	0	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	144,238,543	
TAXABLE VALUE																																	
City of Denton			0	0	0	0	0	0	0	0	0	0	0	0	0	0	149,286,892	154,511,933	159,919,851	165,517,046	171,310,142	177,305,997	183,511,707	189,934,617	196,582,328	203,462,710	210,583,905	217,954,342	225,582,743	233,478,139	241,649,874	250,107,620	
Denton County			0	0	0	0	0	0	0	0	0	0	0	0	0	0	149,286,892	154,511,933	159,919,851	165,517,046	171,310,142	177,305,997	183,511,707	189,934,617	196,582,328	203,462,710	210,583,905	217,954,342	225,582,743	233,478,139	241,649,874	250,107,620	
Denton ISD			0	0	0	0	0	0	0	0	0	0	0	0	0	0	149,286,892	154,511,933	159,919,851	165,517,046	171,310,142	177,305,997	183,511,707	189,934,617	196,582,328	203,462,710	210,583,905	217,954,342	225,582,743	233,478,139	241,649,874	250,107,620	
TAXABLE VALUE INCREMENT																																	
City of Denton			0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,048,349	10,273,390	15,681,308	21,278,503	27,071,599	33,067,454	39,273,164	45,696,074	52,343,785	59,224,167	66,345,362	73,715,799	81,344,200	89,239,596	97,411,331	105,869,077	
Denton County			0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,048,349	10,273,390	15,681,308	21,278,503	27,071,599	33,067,454	39,273,164	45,696,074	52,343,785	59,224,167	66,345,362	73,715,799	81,344,200	89,239,596	97,411,331	105,869,077	
Denton ISD			0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,048,349	10,273,390	15,681,308	21,278,503	27,071,599	33,067,454	39,273,164	45,696,074	52,343,785	59,224,167	66,345,362	73,715,799	81,344,200	89,239,596	97,411,331	105,869,077	
REVENUE B																																	
City of Denton			0	0	0	0	0	0	0	0	0	0	0	0	0	0	29,554	60,142	91,802	124,569	158,483	193,583	229,913	267,514	306,431	346,710	388,399	431,547	476,205	522,426	570,265	619,779	4,817,323	City of Denton
Denton County			0	0	0	0	0	0	0	0	0	0	0	0	0	0	9,484	19,301	29,460	39,976	50,859	62,123	73,782	85,849	98,338	111,264	124,642	138,489	152,821	167,654	183,006	198,895	1,545,942	Denton County
Denton ISD			0	0	0	0	0	0	0	0	0	0	0	0	0	0	58,520	119,089	181,778	246,660	313,814	383,318	455,255	529,709	606,769	686,527	769,075	854,514	942,942	1,034,465	1,129,192	1,227,234	9,538,862	Denton ISD
			0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**97,559**	**198,532**	**303,040**	**411,205**	**523,156**	**639,025**	**758,950**	**883,072**	**1,011,538**	**1,144,501**	**1,282,117**	**1,424,550**	**1,571,968**	**1,724,545**	**1,882,463**	**2,045,908**	**15,902,127**	

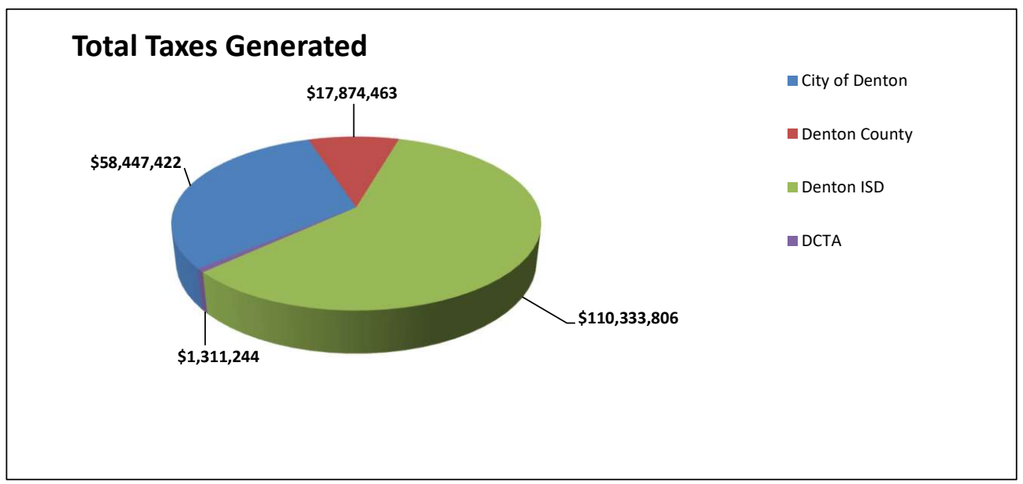
1	**TIRZ#1 - Incremental Revenue**																																
	REAL PROPERTY TAX		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15,133,999	44,122,259	127,604,423	140,060,737	234,181,446	242,377,797	250,861,020	259,641,156	268,728,596	278,134,097	287,868,790	297,944,198	308,372,245	319,165,273	
	BUSINESS PERSONAL PROPERTY		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	182,938	189,341	890,016	1,400,577	1,449,597	1,500,333	1,552,844	1,607,194	1,663,446	1,721,666	1,781,925	1,844,292	1,908,842	1,975,652	
	City of Denton		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	89,668	259,409	752,232	828,143	1,379,431	1,427,711	1,477,681	1,529,400	1,582,929	1,638,332	1,695,673	1,755,022	1,816,448	1,880,023	18,112,103	City of Denton
	Denton County		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	28,776	83,248	241,401	265,762	442,678	458,171	474,207	490,805	507,983	525,762	544,164	563,210	582,922	603,324	5,812,413	Denton County
	Denton ISD		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	177,550	513,656	1,489,487	1,639,787	2,731,402	2,827,001	2,925,946	3,028,354	3,134,346	3,244,048	3,357,590	3,475,106	3,596,734	3,722,620	35,863,627	Denton ISD
			0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**295,994**	**856,312**	**2,483,120**	**2,733,692**	**4,553,511**	**4,712,884**	**4,877,834**	**5,048,559**	**5,225,258**	**5,408,142**	**5,597,427**	**5,793,337**	**5,996,104**	**6,205,968**	**59,788,143**	
2	**REVENUE #2 - SALES TAX**																																
	Sales		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2,439,179	2,524,551	11,866,886	18,674,355	19,327,958	20,004,436	20,704,591	21,429,252	22,179,276	22,955,551	23,758,995	24,590,560	25,451,229	26,342,022		
	City of Denton		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	36,588	37,868	178,003	280,115	289,919	300,067	310,569	321,439	332,689	344,333	356,385	368,858	381,768	395,130	3,933,733	City of Denton
	DCTA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,196	12,623	59,334	93,372	96,640	100,022	103,523	107,146	110,896	114,778	118,795	122,953	127,256	131,710	1,311,244	DCTA
			0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48,784	50,491	237,338	373,487	386,559	400,089	414,092	428,585	443,586	459,111	475,180	491,811	509,025	526,840	**5,244,977**	
	REVENUE A, B, 1, 2,		**24,327**	**342,443**	**528,370**	**936,044**	**1,192,246**	**1,746,665**	**1,980,712**	**2,178,987**	**2,977,609**	**3,438,986**	**3,100,354**	**3,211,274**	**3,042,494**	**3,240,790**	**3,505,451**	**3,779,375**	**4,407,664**	**5,263,125**	**7,380,484**	**8,081,539**	**10,239,766**	**10,749,391**	**11,276,854**	**11,822,777**	**12,387,808**	**12,972,614**	**13,577,889**	**14,204,349**	**14,852,735**	**15,523,814**	**187,966,935**	
	Running Total	**0**	**24,327**	**366,770**	**895,140**	**1,831,184**	**3,023,430**	**4,770,095**	**6,750,806**	**8,929,793**	**11,907,403**	**15,346,389**	**18,446,743**	**21,658,017**	**24,700,512**	**27,941,301**	**31,446,752**	**35,226,127**	**39,633,791**	**44,896,916**	**52,277,400**	**60,358,939**	**70,598,705**	**81,348,097**	**92,624,950**	**104,447,727**	**116,835,535**	**129,808,149**	**143,386,038**	**157,590,387**	**172,443,122**	**187,966,935**	

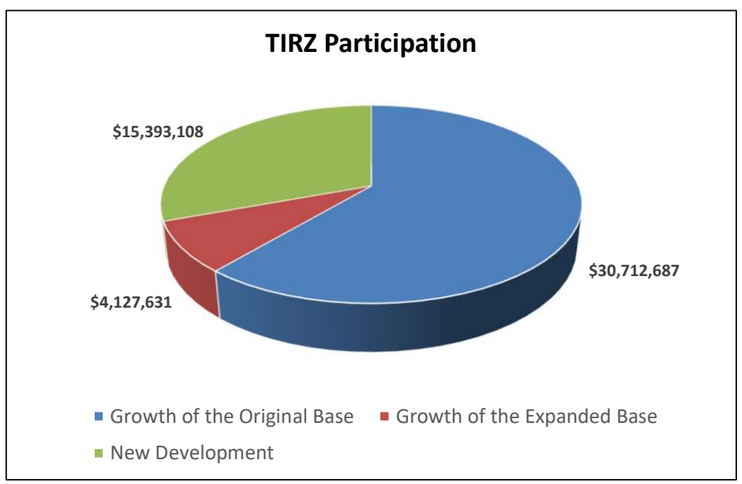
GROSS	**187,966,935**																																
		2010	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	
	City of Denton		6,720	94,381	145,506	258,053	330,030	482,883	523,006	566,631	769,181	913,418	811,812	848,164	893,423	981,751	1,061,926	1,144,908	1,357,050	1,616,963	2,341,924	2,615,170	3,274,818	3,435,251	3,601,299	3,773,158	3,951,033	4,135,133	4,325,676	4,522,889	4,727,004	4,938,263	58,447,422	City of Denton
	Denton County		2,702	38,706	60,104	101,837	125,361	175,539	194,992	205,998	293,468	348,046	334,419	329,085	301,936	315,057	340,786	367,416	423,754	506,752	694,431	749,350	957,893	1,006,122	1,056,039	1,107,702	1,161,174	1,216,518	1,273,798	1,333,083	1,394,443	1,457,951	17,874,463	Denton County
	Denton ISD		14,905	209,356	322,760	576,154	736,855	1,088,243	1,262,713	1,406,357	1,914,960	2,177,522	1,954,123	2,034,025	1,847,135	1,943,982	2,102,738	2,267,051	2,614,665	3,126,787	4,284,795	4,623,648	5,910,415	6,207,997	6,515,994	6,834,770	7,164,704	7,506,186	7,859,620	8,225,424	8,604,031	8,995,889	110,333,806	Denton ISD
	DCTA		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12,196	12,623	59,334	93,372	96,640	100,022	103,523	107,146	110,896	114,778	118,795	122,953	127,256	131,710	1,311,244	DCTA
	$ -		**24,327**	**342,443**	**528,370**	**936,044**	**1,192,246**	**1,746,665**	**1,980,712**	**2,178,987**	**2,977,609**	**3,438,986**	**3,100,354**	**3,211,274**	**3,042,494**	**3,240,790**	**3,505,451**	**3,779,375**	**4,407,664**	**5,263,125**	**7,380,484**	**8,081,539**	**10,239,766**	**10,749,391**	**11,276,854**	**11,822,777**	**12,387,808**	**12,972,614**	**13,577,889**	**14,204,349**	**14,852,735**	**15,523,814**	**187,966,935**	

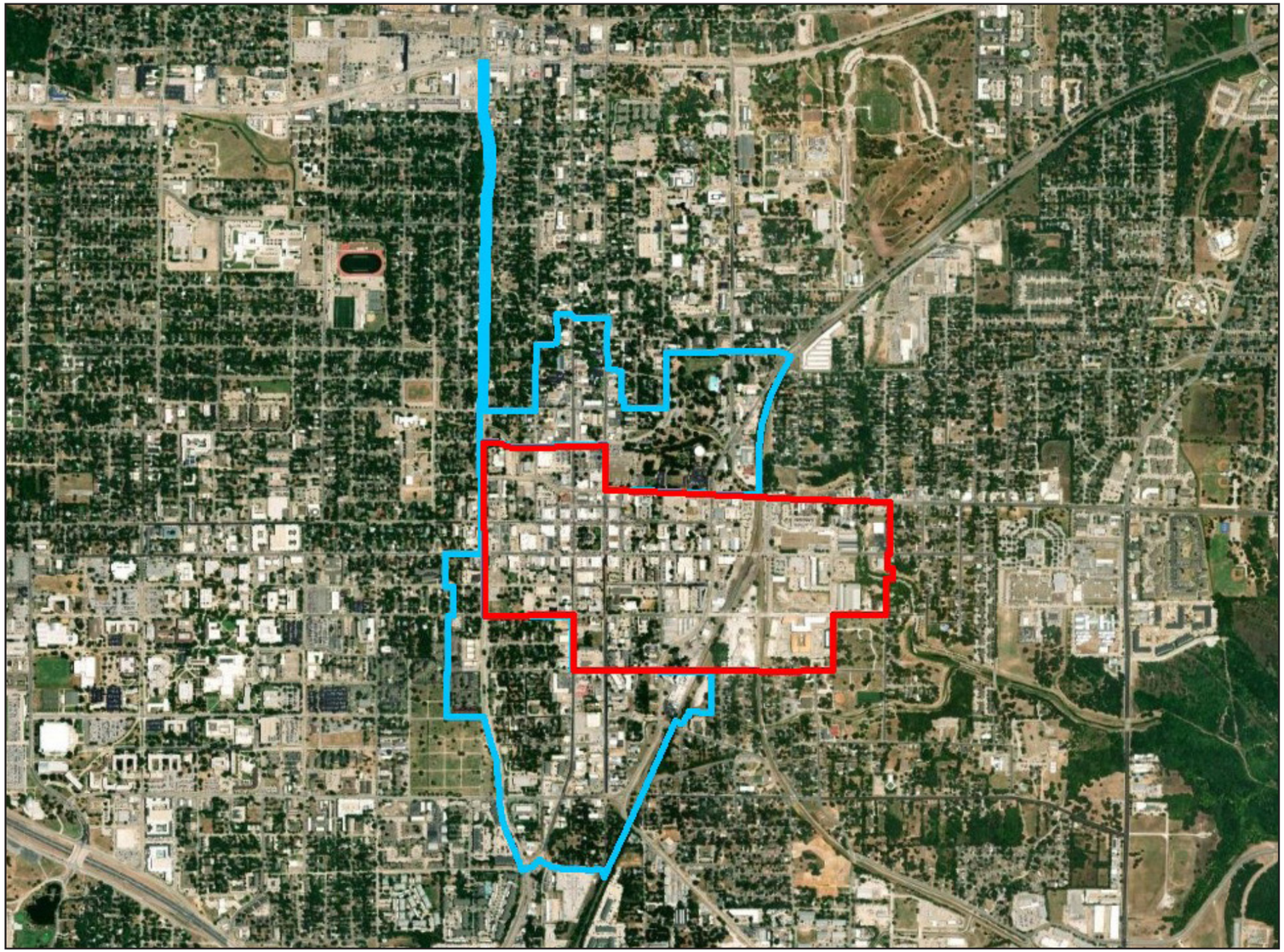
Taxing Jurisdictions	Total Taxes Generated	TIRZ Participation	Net Benefit
City of Denton	$58,447,422	$50,233,426	$8,213,996
Denton County	$17,874,463	$0	$17,874,463
Denton ISD	$110,333,806	$0	$110,333,806
DCTA	$1,311,244	$0	$1,311,244
Total	**$187,966,935**	**$50,233,426**	**$136,422,265**

Taxing Jurisdictions	Total Taxes Generated	TIRZ Participation
City of Denton	**$58,447,422**	**$50,233,426**
City of Denton - Real Property	*$54,513,689*	*$50,233,426*
City of Denton - Sales	*$3,933,733*	*$0*

City of Denton	Total Taxes Generated	TIRZ Participation	Net Benefit
Growth of the Original Base	$31,584,264	$30,712,687	$871,577
Growth of the Expanded Base	$4,817,323	$4,127,631	$689,692
New Development	$22,045,835	$15,393,108	$6,652,728
Total	**$58,447,422**	**$50,233,426**	**$8,213,996**







- TIRZ #1 Boundary

- TIRZ #1A Boundary

Length of TIRZ #1 in Years:

The TIRZ is scheduled to end on December 31, 2040 (with the final year's tax increment to be collected by September 1, 2041).

Powers and Duties of Board of Directors:

The Board shall have all powers granted to it by Chapter 311 of the Texas Tax Code, including powers of a municipality under Chapter 380, Local Government Code. The Board shall not be authorized to:

issue bonds;

impose taxes or fees;

exercise the power of eminent domain; or

give final approval to the Zone's project and financing plan.

APPENDIX A: TIRZ #1A (EXPANDED BOUNDARIES) OWNERSHIP

Property ID	Owner	Legal Description	Acres	Exemptions	Address	Estimated 2024 Taxable Value
25667	RAMOS, MICHAEL C	JESTER ADDN LOT A(N STRIP & S STRIP)	0.1446		400-410 S CARROLL BLVD	$ 50,400
25674	LERU, COSTACHI	A0759A WM LOVING, TR 79, .602 ACRES	0.6020		420 S CARROLL BLVD	$ 700,000
25679	WESTDALE OAKS OF DENTON LTD	JESTER ADDN LOT A-1 ACRES 1.894	1.8940		416 S CARROLL BLVD	$ 4,180,055
26788	OSO AGUILA, LLC	LACY ADDN BLK 2 LOT 2	0.1837		515 N LOCUST ST	$ 43,200
26795	HARRIS, JOYCE FERN	LACY ADDN BLK 2 LOT 3 5/404///BBB&C RR SUR AB 185	0.1607		513 N LOCUST ST	$ 84,000
26802	HARRIS, JOYCE FERN	LACY ADDN BLK 2 LOT 4 & 20'X50' ALLEY	0.1837		507 N LOCUST ST	$ 96,089
26808	HARRIS, JOYCE FERN	LACY ADDN BLK 2 LOT 5 & 20X50' ALLEY	0.1607		503 N LOCUST ST	$ 84,046
26817	NAGANO, KEIICHI	LACY ADDN BLK 2 LOT 6,7 ///(8,9/404///BBB&C RR SUR AB185)	0.3478		500 N ELM ST	$ 304,206
26827	REDEEMED CHRISTIAN CHURCH OF GOD VOICE OF JESUS, INC	LACY ADDN BLK 2 LOT 8(INCL A185 TR 348) ///10,11/404///BBB&C RR AB185	0.4161	EX-XV	510 N ELM & 514 N ELM ST	$ -
26833	ANNELLO, THOMAS MICHAEL TR ANNELLO FAMILY LIVING TRUST	LACY ADDN BLK 3 LOT 1(S35'),2 1,2/424///BBB&CRR 185	0.3551		525-531 N ELM ST	$ 517,500
26843	STEWART-ROSE INVESTMENTS LTD	LACY ADDN BLK 3 LOT 3,4(N25') 6/424///BBB&C RR SURV ABST 185	0.3133		523 N ELM ST	$ 522,720
26852	PARKWAY & ELM PROPERTIES, LLC & AL MCNATT FAMILY P/S	LACY ADDN BLK 3 LOT 5(S45') 7/424///BBB&C CRR SRUV ABST 185	0.1877		511 N ELM ST	$ 98,163
26859	PARKWAY & ELM PROPERTIES, LLC & AL MCNATT FAMILY P/S	LACY ADDN BLK 3 LOT 6,7(N1/2) 8/424///BBB&C RR ABST 185	0.3133		511 N ELM ST	$ 164,435
26867	PARKWAY & ELM PROPERTIES, LLC & AL MCNATT FAMILY P/S	LACY ADDN BLK 3 LOT 7(S1/2),8 9/424///BBB&C CRR SURV ABST 185	0.3258		505 N ELM ST	$ 172,462
26874	TEXAND CORPORATION	LACY ADDN BLK 3 LOT 9(E54') ACRES .0545	0.0545		222 W PARKWAY ST	$ 60,714
26883	PARKWAY & ELM PROPERTIES, LLC & AL MCNATT FAMILY P/S	LACY ADDN BLK 3 LOT 10A 10A/424///BBB&C RR SURV ABST 185	0.6801		212 W PARKWAY ST	$ 356,380
26898	MINASSIAN, ARA	BLOUNT BLK C LOT 4	0.3894		621 S ELM ST	$ 243,790
26900	ATMOS ENERGY CORPORATION	BLOUNT BLK D LOT 1(W25')	0.0574		MAPLE ST	$ 15,000
26915	ROTH, JENNIFER	BELL J F BLK 1 LOT 13 13/228///H CISCO AB 1184	0.1515			$ 39,600
26917	12:34 INVESTMENTS LLC	BLOUNT BLK D LOT 4 (S75')	0.2599		721 S ELM ST	$ 651,846
26920	12:34 INVESTMENTS LLC	BLOUNT BLK D LOT 5	0.3461		811 S ELM ST	$ 180,900
26923	BAIRD, SYLVIA A & BAIRD, MARK A	FERGUSON LOT 6(W61.5'),7(S7' OF W61.5')	0.0791		902 N ELM ST	$ 72,000
26925	CALVERT, L L	BELL J F BLK 1 LOT 4 4/228///H CISCO AB 1184	0.1618		218 E PRAIRIE ST	$ 67,670
26927	DENTEX OIL COMPANY	BLOUNT BLK D LOT 2(N 1/2) 3/206///AB759	0.2066		706-708 S LOCUST ST	$ 240,124
26931	524 BELL, LLC	BELL J F BLK 1 LOT 9 9/228///H CISCO AB 1184	0.1515		522 S BELL AVE	$ 47,520
26932	DENTEX OIL COMPANY	BLOUNT BLK D LOT 2(S 1/2) 4/206///AB759	0.2066		710 S LOCUST ST	$ 198,000
26935	DENTEX OIL COMPANY	BLOUNT BLK D LOT 3 5/206///AB759	0.4132		720 S LOCUST ST	$ 216,291
26937	CALVERT, L L	BELL J F BLK 1 LOT 6 /6/228	0.1521		506 S BELL AVE	$ 63,600
26940	DENTEX OIL COMPANY	BLOUNT BLK D LOT 6 7/206///AB759	0.4178		800 S LOCUST ST	$ 392,219
26942	CALVERT, LARRY	BELL J F BLK 1 LOT 8	0.1515		518 S BELL AVE	$ 63,360
26943	DOTSON PROPERTIES LLC	BLOUNT BLK B LOT 1(N50' OF E100')	0.1147		600 WAINWRIGHT ST	$ 89,161
26946	JONES, JERRY D	BLOUNT BLK B LOT 2(N50' OF E80') 3/218///AB759	0.0918		WAINWRIGHT ST	$ 43,200
26948	524 BELL LLC	BELL J F BLK 1 LOT 10 10/228///AH CISCO SUR AB 184	0.1515		524 S BELL AVE	$ 140,000
26949	JENKINS, JOE D	BLOUNT BLK B LOT 7(N50' OF E100') 5/218///AB759	0.1090			$ 38,000
26951	AL-KHAFAJI, AMINA HAMID IND EXECUTRIX	BLOUNT BLK A LOT 9(PT) & PT OF ALLEY ACRES 0.2048	0.2048		812 WAINWRIGHT ST	$ 77,077
26952	524 BELL LLC	BELL J F BLK 1 LOT 11	0.1515		530 S BELL AVE	$ 39,600
26955	WHALEY PROP	BLOUNT BLK B LOT 9(PT),10(PT)	0.3640		813 S LOCUST ST	$ 292,534
26957	524 BELL LLC	BELL J F BLK 1 LOT 12	0.1515		534 S BELL AVE	$ 39,600
26960	AL-KHAFAJI, AMINA HAMID IND EXECUTRIX	BLOUNT BLK B LOT 8(S50'),9(W50') 10,11/218/	0.3374		811 S LOCUST ST	$ 177,400
26962	AL-KHAFAJI, AMINA HAMID IND EXECUTRIX	BLOUNT BLK B LOT 8(N50') 12/218///AB759	0.2295		803 S LOCUST ST	$ 121,000
26964	ROTH, JENNIFER	BELL J F BLK 1 LOT 14 14/228///H CISCO AB 1184	0.1515		531 WAINWRIGHT ST	$ 39,600
26968	DOTSON PROPERTIES LLC	BLOUNT BLK B LOT 7(S 1/2)	0.2180		725 S LOCUST ST	$ 150,000
26970	ROTH, JENNIFER	BELL J F BLK 1 LOT 15 15/228///H CISCO AB 1184	0.1515		527 WAINWRIGHT ST	$ 39,600
26973	524 BELL LLC	BELL J F BLK 1 LOT 16 16/228///H CISCO AB 1184	0.1515		523 WAINWRIGHT ST	$ 116,640
26974	JENKINS, JOE D	BLOUNT BLK B LOT 6	0.4362		713 S LOCUST ST	$ 432,947
26978	DENTON, CITY OF	BLOUNT BLK B LOT 5	0.4591	EX-XV	709 S LOCUST ST	$ -
26980	KALAHASTI, RAJA K & RAJYALAKSHMI	BELL J F BLK 1 LOT 17	0.1515		519 WAINWRIGHT ST	$ 116,000
26981	PLM REAL ESTATE LLC	BLOUNT BLK B LOT 2(S 1/2) 19/218///AB759	0.2180		615 S LOCUST ST	$ 78,201
26983	SALVAGGIO FAMILY LIMITED PARTNERSHIP	BELL J F BLK 1 LOT 18 18/228///H CISCO AB 1184	0.1486		515 WAINWRIGHT ST	$ 93,000
26989	YOUNG, JOHN W	BELL J F BLK 1 LOT 19 19/228///H CISCO AB 1184	0.1515	HS, OTHER	511 WAINWRIGHT ST	$ 34,700
26993	DOTSON PROPERTIES LLC	BLOUNT BLK B LOT 1(S50' OF W100')	0.1148		607 S LOCUST ST	$ 158,000
26994	DOTSON PROPERTIES LLC	BELL J F BLK 1 LOT 1	0.1606		204 E PRAIRIE ST	$ 185,000
26997	DOTSON PROPERTIES LLC	BLOUNT BLK B LOT 1(N50' OF W100') 22/218///AB759	0.1148		601 S LOCUST ST	$ 61,620
26998	QUEST IRA, INC fbo MELISSA C LENABURG #1535121	BELL J F BLK 1 LOT 2 2/228///H CISCO AB 1184	0.1606		208 E PRAIRIE ST	$ 41,976
26999	JONES, JERRY D	BLOUNT BLK B LOT 1(E 80' OF S 50')	0.0918		606 WAINWRIGHT ST	$ 43,200
27002	CALVERT, L L	BELL J F BLK 1 LOT 3	0.1606		214 E PRAIRIE ST	$ 67,162
27003	SADEGHIAN, AMY J TR OF KAMY REAL ESTATE TRUST	BLOUNT BLK A LOT 1(E1/2)	0.1420		603 WAINWRIGHT ST	$ 19,200
27013	DENTON, CITY OF	BLOUNT BLK A LOT 8(PT) & 9(PT) 4/217///AB729&623	0.3336	EX-XV		$ -
27017	DENTON, CITY OF	BLOUNT BLK A LOT 7,8(PT EACH) 6/217///AB759	0.3352	EX-XV		$ -
27018	M SQUARE LTD LP ETAL	BLOUNT BLK A LOT 6(S42'),7(N8') 8/217///AB759&623	0.1550		719 WAINWRIGHT ST	$ 178,500

APPENDIX A: TIRZ #1A (EXPANDED BOUNDARIES) OWNERSHIP

Property ID	Owner	Legal Description	Acres	Exemptions	Address	Estimated 2024 Taxable Value
27022	DOTSON PROPERTIES LLC	BLOUNT BLK A LOT 6(S50' OF N58')	0.1721		715 WAINWRIGHT ST	$ 147,512
27024	CALVERT PROPERTY VENTURES LTD	BLOUNT BLK A LOT 5,6(N8') 10/217///AB759//623	0.1595		711 WAINWRIGHT ST	$ 50,040
27029	CALVERT, L L	BLOUNT BLK A LOT 5A 12/217///AB759&623	0.2681		705 WAINWRIGHT ST	$ 220,000
27031	DENTON, CITY OF	BLOUNT BLK A LOT 4	0.2388	EX-XV	627 WAINWRIGHT ST	$ -
27048	BAIRD, SYLVIA A & BAIRD, MARK A	FERGUSON LOT 7(N50' OF W110')	0.1263		904 N ELM ST	$ 69,420
27052	BAIRD, SYLVIA A	FERGUSON LOT 6(E48.5' OF W110'),7(S7' OF E48.5' OF W110')	0.0623		120 FERGUSON ST	$ 122,400
27054	LUX CHIROPRATIC PC	FERGUSON LOT 6,7(E51' EACH) 7/407///BBB&CRR AB 185	0.1241		116 FERGUSON ST	$ 201,397
27056	KELSOE TRACTOR CO INC	FERGUSON LOT 4(S45.3'),5 5,6/407///BBB&CRR AB 185	0.3400		913 N LOCUST ST	$ 451,040
27070	RIVERA, NICHOLAS & MARIA	BLOUNT BLK A LOT 3(N 1/2) 15/217///AB759&623	0.1613	HS, OTHER	617 WAINWRIGHT ST	$ 135,177
27071	MCADAMS, CHRISTINE H	BLOUNT BLK A LOT 2(S 1/2) 16/217///AB759&623	0.1618		613 WAINWRIGHT ST	$ 56,400
27073	SADEGHIAN, KHOSROW TRTS OF KAMY REAL PROPERTY TRUST	BLOUNT BLK A LOT 1(S1/2 OF W1/2) 18/217///AB759	0.0689		607 WAINWRIGHT ST	$ 8,400
27121	W & W COMMERCIAL REAL ESTATE LTD	SAFEWAY ADDN LOT 1	2.3842		100-102 MAPLE ST	$ 1,500,000
27148	ROGUE REAL ESTATE GROUP LLC	JAGOE & PRESTON BLK 2 LOT 2(W38' OF S64') 5.1/219///	0.0558		535-537 S LOCUST ST	$ 240,000
27149	DOJO INVESTMENT PROPERTIES LLC	GRADY MCEUIN BLK 1 LOT 1	0.8251		619-701 S LOCUST ST	$ 762,177
27230	TOMMY'S HI-TECH AUTO, INC	SANGER BROS ADDN BLK 1 LOT 3(PT) 4/208///AB623	0.3731		219 FORT WORTH DR	$ 386,388
27232	BIGGS, CECIL WILLIAM	SANGER BROS ADDN BLK 1 LOT 2(PT) 2/208///AB623	0.2250	HS, OTHER	211 FORT WORTH DR	$ 183,051
27234	UNITED THROUGHT H.O.P.E INC	A0971A WM NEILL, TR 1, .2582 ACRES	0.2582	EX-XV	503 BOLIVAR ST	$ -
27235	CHOPPER SUPPLY CO	SANGER BROS ADDN BLK 1 LOT 2 S40'LT2,N35'LT3	0.1963		215 FORT WORTH DR	$ 137,959
27240	SCHMITZ REALTY HOLDINGS, LLC	SANGER BROS ADDN BLK 1 LOT 1(PT) 1/208//AB623	0.1558		201 EAGLE DR	$ 360,000
27246	RUSSELL, BENNY & BARBARA LIVING TRUST	MYRTLE ADDN LOT 1 ACRES .247 6.1/316///AB623	0.2470		1002 MYRTLE ST	$ 51,105
27248	RUSSELL, BENNY & BARBARA LIVING TRUST	MYRTLE ADDN LOT 2 ACRES 0.223 7/316///AB623	0.2230		1000 MYRTLE ST	$ 46,142
27896	CALDWELL, ROBERT H III & CALDWELL, ELLEN E &	BELL C C BLK 1 LOT 24(PT)	0.2439		614 WITHERS ST	$ 116,875
27939	OSBORN, PAUL K & MARGARET O	BELL C C BLK 1 LOT 18(N40' OF E63'),19(E63')	0.2104		608 WITHERS ST	$ 194,000
27981	FRISBY REVOCABLE LIVING TRUST	BELL C C BLK 1 LOT 2(N 1/2)	0.1722		710 N BELL AVE	$ 160,000
27982	BEAN HOUSING LLC	BELL C C BLK 1 LOT 3(S1/2)	0.1721		714 N BELL AVE	$ 130,000
27985	JCJ RENTALS LLC	BELL C C BLK 1 LOT 3(N1/2)	0.1721		802 N BELL AVE	$ 125,000
27988	HULSEY, LAMITA M	BELL C C BLK 1 LOT 4(S60')	0.2066	HS	806 N BELL AVE	$ 166,531
28439	SOLIS, RAUL JR & WILSON, LESLIE J TRS SOLIS WILSON LIVING TRUST	PARK ADDN BLK 1 LOT 1 1/105///BBB&CRR 185	0.2185	HS, OTHER	519 N AUSTIN ST	$ 430,719
28445	LOVETTE, MARGARET L	PARK ADDN BLK 1 LOT 2 2/105///BBB&CRR 185	0.2185		515 N AUSTIN ST	$ 300,000
28454	CORPANY, CATHERINE & DAN M	PARK ADDN BLK 1 LOT 3	0.2185		507-511 N AUSTIN ST	$ 310,350
28462	MOFLO FAMILY PROPERTIES LLC	PARK ADDN BLK 2 LOT 2	0.2768		514-516 N AUSTIN ST	$ 160,000
28477	SCOTT, HALEY	PARK ADDN BLK 2 LOT 3	0.2975	HS	512 N AUSTIN ST	$ 311,964
28485	MOFLO FAMILY PROPERTIES LLC	PARK ADDN BLK 2 LOT 4(PT),5	0.3160		218-220 E CONGRESS ST	$ 316,800
28519	DUPRE, MICHAEL & GRONHOLZ, BEATA	PARK ADDN BLK 2 LOT 1(ALL),4(W27.4' OF N72') 1/115///BBB&CRR 185	0.2727	HS	520 N AUSTIN ST	$ 673,131
29962	DENTON, CITY OF	STROUD ADDN BLK 1 LOT 1(ALL),2(E13.3')	0.2194	EX-XV	301 W SYCAMORE ST	$ -
29970	WARD, JACKIE	STROUD ADDN BLK 1 LOT 2(W40'),3(E23.3') 8/323///GWM LOVING AB 759	0.2194	HS, OTHER	305 W SYCAMORE ST	$ 226,095
29977	SANGMU, ANGELA DAWA J	STROUD ADDN BLK 1 LOT 3(W23'),4(E40') 7/323//WM LOVING AB 759	0.2187	HS	315 W SYCAMORE ST	$ 206,877
29984	MCGEHEE, LARRY D & KIMBERLY	STROUD ADDN BLK 1 LOT 5,6	0.3444		401-403 W SYCAMORE ST	$ 246,000
29987	SILVA, ANDREA & ESPARZA, DIEGO	STROUD ADDN BLK 1 LOT 7(ALL),8(E 1/2)	0.2583	HS	409 W SYCAMORE ST	$ 315,000
29995	LONG, SHARON KAY	STROUD ADDN BLK 1 LOT 8(W1/2),9 3/323///WM LOVING AB 759	0.2583		415 W SYCAMORE ST	$ 381,000
30002	FATH INVESTMENTS INC	STROUD ADDN BLK 1 LOT 10	0.2514		419 W SYCAMORE ST	$ 286,187
30007	MILAM, GARY N	STROUD ADDN BLK 1 LOT 13	0.1584		428 STROUD ST	$ 220,000
30015	COTTER, CHRISTOPHER SCOTT & COTTER, SARAH ELIZABETH	STROUD ADDN BLK 1 LOT 14(ALL),15(W1/2) 18/323///WFM LOVING AB 759	0.2582		424 STROUD ST	$ 192,000
30020	MCGEHEE, LARRY D & KIMBERLY	STROUD ADDN BLK 1 LOT 17 16/323///WM LOVING AB 759	0.1722		416 STROUD ST	$ 231,000
30027	MCGEHEE, LARRY D & KIMBERLY	STROUD ADDN BLK 1 LOT 18,19 ///14,15/323///AB759	0.3444		408 STROUD ST	$ 291,000
30033	KELSOE TRACTOR COMPANY INC	STROUD ADDN BLK 1 LOT 20	0.1721		404 STROUD ST	$ 194,400
30037	GOODMAN, KYLE C	STROUD ADDN BLK 1 LOT 21 12/323///WM LOVING AB 759	0.1721		400-402 STROUD ST	$ 270,000
30044	JULES DEVELOPMENT LLC	STROUD ADDN BLK 1 LOT 22	0.1722		316 STROUD ST	$ 115,000
30048	LIMPEDE, RICHARD D	STROUD ADDN BLK 1 LOT 23 10/323///WM LOVING AB 759	0.1722		312 STROUD ST	$ 208,800
30149	BIGGS LAW FIRM PLLC	DAVIS-SMITH BLK A LOT 2	0.2066		431 STROUD ST	$ 260,102
30155	MAYES, JAMES HAROLD	DAVIS-SMITH BLK A LOT 1 3/322///WM LOVING AB 759	0.2307		427 STROUD ST	$ 187,000
30157	HOWE, LEROY M	DAVIS-SMITH BLK A LOT 4R	0.1538		424 W PRAIRIE ST	$ 20,100
30161	HOWE, LEROY M	DAVIS-SMITH BLK A LOT 4	0.1022		419 S CARROLL BLVD	$ 179,762
30223	D & P RESIDENTIAL PROPERTIES, LLC	MYERS ADDN BLK 1 LOT 1 1/306///WM LOVING SUR AB 759	0.1627		317 STROUD ST	$ 218,000
30228	HARRIS, RAY & BARBARA	MYERS ADDN BLK 1 LOT 2 2/306///WM LOVING SUR AB 759	0.1627		313 STROUD ST	$ 165,484
30231	SHAW, BARBARA CONSTANCE	MYERS ADDN BLK 1 LOT 3-4 3,4/306///WM LONVING SR 759	0.3099	HS, OTHER	309 STROUD ST	$ 194,261
30238	ANDERSON, TIMOTHY & KARINA	MYERS ADDN BLK 2 LOT 1 & 2(N 1/2 OF EA) 16/306///WM LOVING SUR 759	0.1588		413/415 PIERCE ST	$ 217,000
30249	MCGEHEE, LARRY D & KIMBERLY	MYERS ADDN BLK 2 LOT 3	0.1549		308 W PRAIRIE ST	$ 162,000
30256	HELLAND, ERIC L & PAMELA K	MYERS ADDN BLK 2 LOT 4	0.1549		304 W PRAIRIE ST	$ 249,513
30334	MARK HICKS INVESTMENTS LLC	BARB ADDN BLK 1 LOT 7 2/431///BEAUMONT AB 31	0.3050		413 CONGRESS ST	$ 167,886

APPENDIX A: TIRZ #1A (EXPANDED BOUNDARIES) OWNERSHIP

Property ID	Owner	Legal Description	Acres	Exemptions	Address	Estimated 2024 Taxable Value
30342	BROERS LLC	BARB ADDN BLK 1 LOT 5	0.5876		401-403-405-409 W CONGRESS ST	$ 357,000
30347	BURKETT, ADAM C	BARB ADDN BLK 1 LOT 3(W60') 5/431///BEAUMONT AB 31	0.2203		323 CONGRESS ST	$ 105,600
30352	BURKETT, ADAM C	BARB ADDN BLK 1 LOT 3(E100') 7/431///BEARMONT AB 185	0.3673		315 CONGRESS ST	$ 315,686
30358	KLINGELE REAL ESTATE GROUP LLC	BARB ADDN BLK 1 LOT 2 9/431///BEAUMONT AB 31	0.5877		529 BOLIVAR ST	$ 680,000
30361	MCMA VENTURES LLC	BARB ADDN BLK 1 LOT 1(S 1/2) 12/431///BEAUMONT AB 31	0.2480		509 BOLIVAR ST	$ 266,000
30365	BURKETT, ADAM C	A0971A WM NEILL, TR 2, .1446 ACRES	0.1446		W PARKWAY ST	$ 24,251
30371	BURKETT, ADAM C	BARB ADDN BLK 1 LOT 4 ///8,16.1/431///NEILL AB971	0.5877		W PARKWAY ST	$ 113,951
30510	DINAPOLI, ERIKA	BARB ADDN BLK 1 LOT 1(N 1/2) 11/431///BEAUMONT AB 31	0.2938		513 BOLIVAR ST	$ 242,250
32691	SCHMITZ REALTY HOLDINGS LLC	O T DENTON BLK 32 LOT 1(S84' OF E102'),2(N20.8'	0.2389		514 S LOCUST ST	$ 39,000
33041	BHETWAL, GIRIRAJ	O T DENTON BLK 32 LOT 1(N103' OF E122')	0.2885		500 S LOCUST ST	$ 108,000
33046	DOTSON PROPERTIES LLC	O T DENTON BLK 32 LOT 1(S56' OF N159' OF E97')	0.1269		510 S LOCUST ST	$ 195,000
33049	SCHMITZ REALTY HOLDINGS LLC	O T DENTON BLK 32 LOT 2(S61.7' OF N120' OF E100'	0.1423		522 S LOCUST ST	$ 170,000
33051	W & W COMMERCIAL REAL ESTATE LTD	O T DENTON BLK 32 LOT 2(S100' OF E160')	0.3673		530 S LOCUST ST	$ 192,000
33054	W & W COMMERCIAL REAL ESTATE LTD	O T DENTON BLK 32 LOT 2(S120' OF W144') 16/205//	0.3967		535 S ELM ST	$ 207,360
33057	DOTSON PROPERTIES LLC	O T DENTON BLK 32 LOT 2(S70' OF N104.3' OF W164'	0.2635		525 S ELM ST	$ 145,777
33061	LUTTRULL, JOEY & WAYLA LYLES	O T DENTON BLK 32 LOT 1(S10.7' OF W164'),2(N34.3' OF W164') 18/205//	0.1694		523 S ELM ST	$ 143,539
33065	LUTTRULL, JOEY & WAYLA LYLES	O T DENTON BLK 32 LOT 1(N65' OF S75.7' OF W164') /19,19.1/205//	0.2447		519 S ELM ST	$ 398,092
33069	LUTTRULL, JOEY & WAYLA LYLES	O T DENTON BLK 32 LOT 1(S100' OF N162' OF W164') 20/205//	0.3765		S ELM ST	$ 177,120
33150	NORTHERN, MELISSA DAWN	A0185A BBB & CRR, TR 306, 0.18 ACRES, OLD DCAD TR 367A(1),272A	0.1800		313 N BELL AVE	$ 45,000
33154	NORTHERN, MELISSA DAWN	A0185A BBB & CRR, TR 307, .73 ACRES, OLD DCAD TR 272,267A	0.7300		410 N BELL AVE	$ 320,000
33156	AKS FOOD CORP	A0185A BBB & CRR, TR 303,304, .3054 ACRES, OLD DCAD TR 273,274	0.3054		419 E MCKINNEY ST	$ 168,898
33159	DENTON, CITY OF	A0185A BBB & CRR, TR 308, 31.65 ACRES, OLD DCAD TR 1-6,118-124,246,255-271,274(PT)	31.6500	EX-XV	215 E MCKINNEY ST	$ -
33167	WAREHOUSER OF DENTON LP	A0185A BBB & CRR, TR 302, .4059 ACRES, OLD DCAD TR 379B	0.4059		E MCKINNEY ST	$ 31,826
33168	320 BELL PLACE LLC	A0185A BBB & CRR, TR 301, 1.325 ACRES, OLD DCAD TR 379A	1.3250		318 BELL PL	$ 499,027
33169	320 BELL PLACE LLC	A0185A BBB & CRR, TR 300, 1.338 ACRES, OLD DCAD TR 379C	1.3380		320 BELL PL	$ 610,000
33193	LUTTRULL, JOEY & WAYLA LYLES	O T DENTON BLK 32 LOT 1(NWC) 21/2/5//	0.2590		S ELM ST	$ 123,067
33238	MORRISON MILLING CO	O T DENTON BLK 30 LOT 1, 2	5.4650		535 S BELL AVE	$ 3,250,000
33261	SCHMITZ REALTY HOLDINGS, LLC	O T DENTON BLK 26 LOT 1(PT)	0.1007		S ELM ST	$ 65,790
33263	SCHMITZ REALTY HOLDINGS, LLC	O T DENTON BLK 26 LOT 1(S75' OF N157' OF E113') 7/305//	0.1946		306-08-10 S ELM ST	$ 237,300
33265	GORE FAMILY PARTNERS LTD	O T DENTON BLK 26 LOT 1(S43'),2(N100') ///8,9/30	0.6950		314-320 S ELM ST	$ 760,000
33283	HELLAND, ERIC L & PAMELA K	O T DENTON BLK 26 LOT 3(W66')(INCLUDES AB759 TR5)	0.4811	HS	414 S ELM ST	$ 344,980
33285	DOWNTOWN RETAIL PARTNERS, LLC	O T DENTON BLK 33 LOT 1 ALSO INCLUDES A759 TR 116	1.3068		508-516 S ELM ST	$ 1,750,000
33290	USA WHOLESALE TIRES LLC	O T DENTON BLK 33 LOT 2(N72' OF S117' OF E122')	0.2210		534 S ELM ST	$ 166,508
33293	ELM 538 LLC	O T DENTON BLK 33 LOT 2(S45' OF E135') ALSO INCLUDES A759 TR 127	0.1540		538-540 S ELM ST	$ 646,000
33299	HERRICK, HAROLD C & KAREN L	O T DENTON BLK 33 LOT 2(S119' OF W50') ALSO INCLUDES A759 TR 125	0.1550		214 W HIGHLAND ST	$ 221,247
33415	SCHMITZ REALTY HOLDINGS LLC	O T DENTON BLK 32 LOT 2(S37.5' OF N58.3' OF E100') OLD DCAD A759 TR 163	0.0861		520 S LOCUST ST	$ 45,000
33416	DENTON, CITY OF	BLOUNT BLK D LOT 1(E163') OLD DCAD AB759 TR 164	0.3766	EX-XV	702 S LOCUST ST	$ -
33418	JOSOEL INC	A0759A WM LOVING, TR 201, .33 ACRES	0.3300		124 EAGLE DR	$ 709,931
33419	GLOBAL TOWER LLC	ILTEN ADDN BLK A LOT 1 ACRES 0.270 OLD DCAD AB759 TR158	0.2700		813 S ELM ST	$ 169,256
33420	12:34 INVESTMENTS LLC	BLOUNT BLK D LOT 4(N20') ALSO INCLUDES A0759A TR 199	0.1720		721 S ELM ST	$ 552,154
33421	TERRELL PAINTING & WALLCOVERING INC	A0759A WM LOVING, TR 198, .15 ACRES	0.1500		711 S ELM ST	$ 222,346
33422	709 S ELM LLC	A0759A WM LOVING, TR 197, .256 ACRES	0.2560		709 S ELM ST	$ 500,000
33423	FRONTIER WATERPROOFING INC	A0759A WM LOVING, TR 195, .2015 ACRES	0.2015		701 S ELM ST	$ 141,120
33426	RODEN, KEVIN & EMILY	A0759A WM LOVING, TR 28, .24 ACRES	0.2400		225 W SYCAMORE ST	$ 294,722
33427	STOIC INVESTMENT PROPERTY I LLC	A0759A WM LOVING, TR 27, .316 ACRES	0.3160		223 W SYCAMORE ST	$ 446,180
33428	AWTREY, LUANN	A0759A WM LOVING, TR 22, .196 ACRES	0.1960	HS	210 STROUD ST	$ 229,520
33429	DENTON, CITY OF	A0759A WM LOVING, TR 23,24, .21 ACRES	0.2100	EX-XV	300 STROUD ST	$ -
33430	TERRELL, TAMERA LYNN	A0759A WM LOVING, TR 25, .1101 ACRES	0.1101	HS	310 STROUD ST	$ 260,786
33431	TERRELL, TAMERA LYNN	A0759A WM LOVING, TR 26, .077 ACRES	0.0770	HS	STROUD ST	$ 32,144
33433	MCGEHEE, LARRY D & KIMBERLY	A0759A WM LOVING, TR 7, .1175 ACRES	0.1175		215 STROUD ST	$ 124,165
33434	HELLAND, ERIC L & PAMELA K	A0759A WM LOVING, TR 4, .0215 ACRES	0.0215			$ 337
33435	DOTSON PROPERTIES LLC	A0759A WM LOVING, TR 115,117, .274 ACRES	0.2740		303 / 301 W PRAIRIE ST	$ 243,000
33436	SIRES, JAMIE MARIE	A0759A WM LOVING, TR 124, .4224 ACRES	0.4224	HS	302 W HIGHLAND ST	$ 229,406
33438	CAMPBELL, JOHN & KATHLEEN	A0759A WM LOVING, TR 122, .33 ACRES	0.3300	HS, OTHER	523 PIERCE ST	$ 90,365
33439	GARCIA, MOISES & VLADIMIR M	A0759A WM LOVING, TR 121, .33 ACRES	0.3300	HS	517 PIERCE ST	$ 160,965
33440	OSO AGUILA, LLC	A0759A WM LOVING, TR 120, .45 ACRES	0.4500		515 PIERCE ST	$ 199,000
33441	MOSELEY, GEORGE W, JR	A0759A WM LOVING, TR 119, .26 ACRES	0.2600	HS, OTHER	509 PIERCE ST	$ 111,569
33443	RUSSELL, BENNY & BARBARA LIVING TRUST	A0759A WM LOVING, TR 118, .23 ACRES	0.2300		503 PIERCE ST	$ 164,000
33445	BROOKS, TOMMY	A0759A WM LOVING, TR 114, .12 ACRES	0.1200		305 W PRAIRIE ST	$ 47,480
33453	PARSONS, AUDIE & JEWEL	A0759A WM LOVING, TR 135, .195 ACRES	0.1950		624 S ELM ST	$ 214,583

APPENDIX A: TIRZ #1A (EXPANDED BOUNDARIES) OWNERSHIP

Property ID	Owner	Legal Description	Acres	Exemptions	Address	Estimated 2024 Taxable Value
33455	MERIDIAN OF DENTON LLC	A0759A WM LOVING, TR 133, .28 ACRES	0.2800		609 MYRTLE ST	$ 324,364
33456	MYRTLE ST LLC	A0759A WM LOVING, TR 132, 0.26 ACRES	0.2600		601 MYRTLE ST	$ 268,534
33458	DEN10 FOUR 702 LLC	A0759A WM LOVING, TR 193, .224 ACRES	0.2240		702 S ELM ST	$ 265,148
33460	ELM STREET STORAGE LLC	A0759A WM LOVING, TR 194, .37 ACRES	0.3700		710 S ELM ST	$ 560,000
33463	MERIDIAN OF DENTON LLC	A0759A WM LOVING, TR 189, .2 ACRES	0.2000		219 MAPLE ST	$ 71,874
33465	WORMY DOG LLC	A0759A WM LOVING, TR 190, .11 ACRES	0.1100		215 MAPLE ST	$ 212,865
33467	CLARK, RODERICK	A0759A WM LOVING, TR 191,192, .138 ACRES	0.1380	HS, OTHER	211 MAPLE ST	$ 120,450
33469	MARSAM ENTERPRISES INC	A0759A WM LOVING, TR 183, .17 ACRES	0.1700		220 EAGLE DR	$ 88,860
33471	MARSAM ENTERPRISES INC	A0759A WM LOVING, TR 184, .098 ACRES	0.0980		807 MYRTLE ST	$ 51,227
33475	YOUNT, GARY	A0759A WM LOVING, TR 188, .13 ACRES	0.1300		711 MYRTLE ST	$ 100,000
33477	KELSOE CONSTRUCTION & DEVELOPMENT INC	A0759A WM LOVING, TR 170, .37 ACRES	0.3700		329 MAPLE ST	$ 129,600
33479	YUHAS, ANDREW T & JULIE P TRUSTEES OF THE YUHAS LIVING TRUST	A0759A WM LOVING, TR 171, .2 ACRES	0.2000		325 MAPLE ST	$ 204,000
33481	ACKER, DAVID F	A0759A WM LOVING, TR 172, .21 ACRES	0.2100	HS, OTHER	321 MAPLE ST	$ 88,578
33483	CCI INV LTD	A0759A WM LOVING, TR 173, .201 ACRES	0.2010		700 MYRTLE ST	$ 195,000
33485	MATHIASCH, ANNIE B LIFE EST, ETAL	A0759A WM LOVING, TR 174, .36 ACRES	0.3600	HS, OTHER	706 MYRTLE ST	$ 179,488
33487	KELSOE CONSTRUCTION & DEVELOPMENT INC	A0759A WM LOVING, TR 175, .2008 ACRES	0.2008		712 MYRTLE ST	$ 197,592
33518	KELSOE CONSTRUCTION & DEVELOPMENT INC	A0759A WM LOVING, TR 169, .245 ACRES	0.2450		711 PACIFIC ST	$ 256,320
33531	DENTON, CITY OF	A0759A WM LOVING, TR 161,162, ACRES .0261	0.0261	EX-XV		$ -
33533	D & P RESIDENTIAL PROPERTIES, LLC	A0759A WM LOVING, TR 142 (W 10.88'), 143, .32 ACRES	0.3200		317 W HIGHLAND ST	$ 325,000
33535	LAWSON, ERIC LEE	A0759A WM LOVING, TR 142, .163 ACRES	0.1630		311 W HIGHLAND ST	$ 247,000
33536	JETER, JAY M	A0759A WM LOVING, TR 141, .37 ACRES	0.3700		305 W HIGHLAND ST	$ 253,712
33538	PERRIN, DOUGLAS W	A0759A WM LOVING, TR 140, .3 ACRES	0.3000	HS	610 MYRTLE ST	$ 159,122
33539	MERIDIAN OF DENTON LLC	A0759A WM LOVING, TR 136, .29 ACRES	0.2900		620 MYRTLE ST	$ 308,294
33542	DAWSON-RIEGER, JOAN N	A0759A WM LOVING, TR 137,138, .215 ACRES	0.2150		617 PIERCE ST	$ 249,667
33546	TRAN, TOM & LOK-SZE WONG	A0759A WM LOVING, TR 139, .2 ACRES	0.2000		613-615 PIERCE ST	$ 210,011
33547	GREEN, AMANDA & KUZOV, MICHELLE	A0759A WM LOVING, TR 151, .22 ACRES	0.2200		420 MAPLE ST	$ 235,000
33550	ROUSH, WENDY A	A0759A WM LOVING, TR 152, .2 ACRES	0.2000	HS	418 MAPLE ST	$ 189,731
33559	SUSHIBOI INC	A0759A WM LOVING, TR 148-150, .4341 ACRES	0.4341		419 W HIGHLAND ST	$ 405,219
33568	PEGG, SYLVIA & ERIK	A0759A WM LOVING, TR 147, .2 ACRES	0.2000		415 W HIGHLAND ST	$ 327,492
33570	HILLMAN, KENT & NICOLE	A0759A WM LOVING, TR 146, .2 ACRES	0.2000		411 W HIGHLAND ST	$ 148,000
33572	HIGHLAND 407 LLC	A0759A WM LOVING, TR 145, .17 ACRES	0.1700		407 W HIGHLAND ST	$ 405,000
33574	WOOLAVER, CALVIN	A0759A WM LOVING, TR 144, .22 ACRES	0.2200		403 W HIGHLAND ST	$ 189,550
33576	ROWE, WILLIAM SCOTT REVOCABLE TRUST	A0759A WM LOVING, TR 154, .19 ACRES	0.1900		612 PIERCE ST	$ 194,750
33578	MASSEY, CAROL	A0759A WM LOVING, TR 155, .24 ACRES	0.2400		620 PIERCE ST	$ 164,000
33580	SALT CREEK FAMILY CAPITAL LLC SERIES REGIMENT G	A0759A WM LOVING, TR 153, .2 ACRES	0.2000		330 MAPLE ST	$ 160,000
33585	BERLANGA, SERGIO A & ERIKA A	A0759A WM LOVING, TR 93, .33 ACRES	0.3300	HS	417 W PRAIRIE ST	$ 216,648
33586	WINNETTE, JULIE MCKINNON LIFE ESTATE	A0759A WM LOVING, TR 94, .33 ACRES	0.3300	HS, OTHER	411 W PRAIRIE ST	$ 102,860
33589	PRAIRIE 405 LLC	A0759A WM LOVING, TR 95, .16 ACRES	0.1600		405 W PRAIRIE ST	$ 258,000
33591	JCJ RENTALS LLC	A0759A WM LOVING, TR 96, .19 ACRES	0.1900		401 W PRAIRIE & 510 PIERCE ST	$ 176,000
33593	SHUMAKE, RUEBEN	A0759A WM LOVING, TR 97, .27 ACRES	0.2700	HS	514 PIERCE ST	$ 173,330
33595	SHELTON, JERRY W & CAROL M	A0759A WM LOVING, TR 113, .23 ACRES	0.2300	HS, OTHER	520 PIERCE ST	$ 84,105
33597	WRIGHT MANAGEMENT LLC	A0759A WM LOVING, TR 112, .23 ACRES	0.2300		524 PIERCE ST	$ 74,880
33599	MOYER, ERIK	A0759A WM LOVING, TR 111, .15 ACRES	0.1500		528 PIERCE ST	$ 156,962
33602	H JANK HOLDINGS LLC	A0759A WM LOVING, TR 110, .14 ACRES	0.1400		402 W HIGHLAND ST	$ 145,962
33604	SBERZA CORP	A0759A WM LOVING, TR 109, .12 ACRES	0.1200		404 W HIGHLAND ST	$ 145,341
33606	F&S INV LP P/S	A0759A WM LOVING, TR 108, .34 ACRES	0.3400		410 W HIGHLAND ST	$ 285,000
33610	CCI INV LTD	A0759A WM LOVING, TR 105, .38 ACRES	0.3800		416 W HIGHLAND ST	$ 232,092
33612	CCI INV LTD	A0759A WM LOVING, TR 104, .38 ACRES	0.3800		525 S CARROLL BLVD	$ 630,000
33614	CCI INV LTD	A0759A WM LOVING, TR 106, .034 ACRES	0.0340		ELM ST	$ 7,405
33623	MCGEHEE, LARRY D & KIMBERLY	A0759A WM LOVING, TR 18, .21 ACRES	0.2100		421 STROUD ST	$ 171,000
33626	MCGEHEE, LARRY D & KIMBERLY	A0759A WM LOVING, TR 15, .21 ACRES	0.2100		415 STROUD ST	$ 192,000
33627	LIMPEDE, RICHARD	A0759A WM LOVING, TR 14, .196 ACRES	0.1960		411 STROUD ST	$ 215,971
33629	LIMPEDE, RICHARD	A0759A WM LOVING, TR 10, .163 ACRES	0.1630		403 STROUD ST	$ 239,728
33630	TAMPRATEEP, NUMCHAI & SIRIJIRAPATANA, RATANA	A0759A WM LOVING, TR 9, .224 ACRES	0.2240		401 STROUD ST	$ 194,220
33633	MILNE, MELONIE	A0759A WM LOVING, TR 11, .152 ACRES	0.1520		412 PIERCE ST	$ 253,647
33636	ELDER, STEPHEN L	A0759A WM LOVING, TR 12, .179 ACRES	0.1790	HS, OTHER	418 PIERCE ST	$ 108,182
33647	CROW, KAYLEIGH DEAN	A0759A WM LOVING, TR 13, .2 ACRES	0.2000		410 W PRAIRIE ST	$ 192,419
33649	O & C FREEMAN FAMILY LTD	A0759A WM LOVING, TR 16, .209 ACRES	0.2090		414 W PRAIRIE ST	$ 209,167
33652	MCGEHEE, LARRY D & KIMBERLY	A0759A WM LOVING, TR 17, .24 ACRES	0.2400		418 W PRAIRIE ST	$ 215,000
33653	GAZEBO APTS LTD	A0759A WM LOVING, TR 89, 3.1309 ACRES	3.1309		508 S CARROLL BLVD	$ 5,880,000

APPENDIX A: TIRZ #1A (EXPANDED BOUNDARIES) OWNERSHIP

Property ID	Owner	Legal Description	Acres	Exemptions	Address	Estimated 2024 Taxable Value
33655	GAZEBO APTS LTD	A0759A WM LOVING, TR 90, 2.2069 ACRES	2.2069		508 S CARROLL BLVD	$ 3,920,000
33711	GRAVES, JOHN & DONNA	A0185A BBB & CRR, TR 315, .2148 ACRES, OLD DCAD TR 128A	0.2148		103 E PARKWAY ST	$ 140,355
33712	GRAVES, JOHN & DONNA	A0185A BBB & CRR, TR 314, .1047 ACRES, OLD DCAD TR 127	0.1047		502 N LOCUST ST	$ 241,603
33714	SHATTERED GLASS CEILING HOLDINGS LLC	A0185A BBB & CRR, TR 316,317, .314 ACRES, OLD DCAD TR 128	0.3140		512 N LOCUST ST	$ 456,220
33715	DEN 10 THREE 516 LLC	WOOD HOUSE ADDN BLK A LOT 1 OLD DCAD A-185 TR-318	0.2160		516 N LOCUST ST	$ 395,000
33717	RAGSDALE CO LLC	A0185A BBB & CRR, TR 321, .4151 ACRES, OLD DCAD TR 131	0.4151		526 N LOCUST ST	$ 579,947
33719	RAGSDALE CO LLC	A0185A BBB & CRR, TR 319,320, .2644 ACRES, OLD DCAD TR 130	0.2644		520 N LOCUST ST	$ 172,800
33733	MISTYWOOD LLC	NELSON ADDN BLK 1 LOT 1 ACRES 0.706 OLD DCAD A185 TR 345,346	0.7060		600-608 N LOCUST ST	$ 717,756
33737	LOCUST 700 LLC	A0185A BBB & CRR, TR 338C, .2938 ACRES, OLD DCAD TR 135	0.2938		614 N LOCUST ST	$ 179,200
33739	LOCUST 700 LLC	A0185A BBB & CRR, TR 338B, .2975 ACRES, OLD DCAD TR 136	0.2975		700 N LOCUST ST	$ 195,000
33741	DAIRY BAR INVESTMENTS LLC	A0185A BBB & CRR, TR 338A, .2846 ACRES, OLD DCAD TR 136,137A	0.2846		708 N LOCUST ST	$ 186,100
33834	FOURTEEN FOUR, LLC	A0185A BBB & CRR, TR 349, .425 ACRES, OLD DCAD TR 113,114	0.4250		522-534 N ELM ST	$ 604,896
33839	DOWNTOWN RETAIL PARTNERS, LLC	A0185A BBB & CRR, TR 352, .4194 ACRES, OLD DCAD TR 111	0.4194		603 N LOCUST ST	$ 1,175,000
33841	DOWNTOWN RETAIL PARTNERS, LLC	A0185A BBB & CRR, TR 354, .253 ACRES, OLD DCAD TR 106A	0.2530		602 N ELM ST	$ 260,000
33847	J HAWLEY PROPERTIES LLC	A0185A BBB & CRR, TR 69, .1285 ACRES, OLD DCAD TR 85	0.1285		117 FERGUSON ST	$ 156,000
33848	BANYAN TREE REAL ESTATE ENTERPRISES LLC	A0185A BBB & CRR, TR 70, .32 ACRES, OLD DCAD TR 103-105	0.3200		829 N LOCUST ST	$ 400,000
33850	GIUSEPPE ITALIAN RESTAURANT	A0185A BBB & CRR, TR 71, .3254 ACRES, OLD DCAD TR 103A	0.3254		821 N LOCUST ST	$ 450,226
33860	DEN10 SEVEN 809 LLC	A0185A BBB & CRR, TR 370 & 371, .3442 ACRES, OLD DCAD TR 101	0.3442		809 N LOCUST ST	$ 350,000
33863	CROUCH, BOBBY A & RUBY N REVOCABLE FAMILY TRUST	A0185A BBB & CRR, TR 369, .4407 ACRES, OLD DCAD TR 90(PT),100	0.4407		721-801 N LOCUST ST	$ 335,000
33868	BIG MAGNOLIA LLC	A0185A BBB & CRR, TR 364,365, .2238 ACRES, OLD DCAD TR 99A	0.2238		715-717 N LOCUST ST	$ 179,313
33869	BIG MAGNOLIA LLC	A0185A BBB & CRR, TR 363, .3357 ACRES, OLD DCAD TR 98	0.3357		711-13 N LOCUST ST	$ 222,417
33872	KELSOE TRACTOR CO INC	A0185A BBB & CRR, TR 298, .5829 ACRES, OLD DCAD TR 379(PT)	0.5829		412 BELL PL	$ 152,462
33873	BIG MAGNOLIA LLC	A0185A BBB & CRR, TR 357, .4686 ACRES, OLD DCAD TR 97	0.4686		705 N LOCUST ST	$ 548,500
33874	DOWNTOWN RETAIL PARTNERS, LLC	A0185A BBB & CRR, TR 358, .2 ACRES	0.2000		110 PAULINE ST	$ 235,000
33876	HAMDOLLAH-ZADEH, MAHIN	A0185A BBB & CRR, TR 299, .684 ACRES, OLD DCAD TR 379,379E	0.6840		406 BELL PL	$ 284,247
33877	BECK, WINFRED C, JR	A0185A BBB & CRR, TR 359, .11 ACRES, OLD DCAD TR 96	0.1100		702 N ELM ST	$ 94,371
33878	KELSOE TRACTOR CO INC	A0185A BBB & CRR, TR 297, .497 ACRES, OLD DCAD TR 379D	0.4970			$ 90,000
33881	BECK, WINFRED C, JR	A0185A BBB & CRR, TR 360,361, .2024 ACRES, OLD DCAD TR 94	0.2024		708 N ELM ST	$ 307,923
33883	RANKIN FAMILY, LP	A0185A BBB & CRR, TR 362, .1893 ACRES, OLD DCAD TR 93	0.1893		710 N ELM ST	$ 133,160
33887	RANKIN FAMILY, LP	A0185A BBB & CRR, TR 366,367, .62 ACRES, OLD DCAD TR 91,92	0.6200		718 N ELM ST	$ 1,111,800
33888	DEN10 FIVE 728 LLC	A0185A BBB & CRR, TR 368, .206 ACRES, OLD DCAD TR 90(W PT)	0.2060		728 N ELM ST	$ 500,500
33891	DEN10 SEVEN 809 LLC	A0185A BBB & CRR, TR 373, 0.219 ACRES, OLD DCAD TR 89	0.2190		N ELM	$ 13,355
33893	J HAWLEY PROPERTIES LLC	A0185A BBB & CRR, TR 374, .179 ACRES, OLD DCAD TR 88	0.1790		808 N ELM ST	$ 169,000
33896	J HAWLEY PROPERTIES LLC	A0185A BBB & CRR, TR 68, .179 ACRES, OLD DCAD TR 87	0.1790		812 N ELM ST	$ 164,000
33901	J HAWLEY PROPERTIES LLC	A0185A BBB & CRR, TR 67, .23 ACRES, OLD DCAD TR 86	0.2300		820 N ELM ST	$ 421,259
33926	NOT ELLIE THE CAT LLC	A0185A BBB & CRR, TR 57,58, .368 ACRES, OLD DCAD TR 48,49	0.3680		903 N ELM ST	$ 662,000
33939	RAMIREZ, GINER P & MITCHIE N	A0185A BBB & CRR, TR 56, .1909 ACRES, OLD DCAD TR 50	0.1909		N ELM ST	$ 43,200
33948	RAMIREZ, GINER P & MITCHIE N	A0185A BBB & CRR, TR 55, .1626 ACRES, OLD DCAD TR 51	0.1626		821 N ELM ST	$ 343,810
33951	WOHR LAW PLLC	A0185A BBB & CRR, TR 54, .165 ACRES, OLD DCAD TR 52	0.1650		815 N ELM ST	$ 223,971
33955	KRUSHA HOLDINGS LLC	A0185A BBB & CRR, TR 375, .1649 ACRES, OLD DCAD TR 53A	0.1649		809 N ELM ST	$ 262,295
33958	WOHR LAW PLLC	A0185A BBB & CRR, TR 376, .3778 ACRES, OLD DCAD TR #36A, 52A, 53	0.3778		817 N ELM ST	$ 308,287
33960	CHEW, MARCUS R	A0185A BBB & CRR, TR 377, .3987 ACRES, OLD DCAD TR 54	0.3987		801 N ELM ST	$ 401,853
33962	DELUSIONAL BY DESIGN LLC	A0185A BBB & CRR, TR 382, .6829 ACRES, OLD DCAD TR 55,56	0.6829		725 N ELM ST	$ 1,432,811
33964	ST PAUL LUTHERAN CHURCH	A0185A BBB & CRR, TR 383, .25 ACRES, OLD DCAD TR 57	0.2500	EX-XV	715 N ELM ST	$ -
33965	ST PAUL LUTHERAN CHURCH	A0185A BBB & CRR, TR 386, .225 ACRES, OLD DCAD TR 58	0.2250	EX-XV	709 N ELM ST	$ -
33966	DENTON INDEPENDENT SCHOOL DISTRICT	A0185A BBB & CRR, TR 394-397,399-401, 1.593 ACRES, OLD DCAD TR BET ELM & BOLIVAR	1.5930	EX-XV	200 W CONGRESS ST	$ -
33967	O'BRYANS CARPET CLEANING INC	A0185A BBB & CRR, TR 398, .0827 ACRES	0.0827		601 N ELM ST	$ 147,065
33968	PHILLIPS, JOAN MARIE	A0185A BBB & CRR, TR 393, .275 ACRES, OLD DCAD TR 29	0.2750	HS	616 BOLIVAR ST	$ 255,857
33969	CASH1 PROPERTIES LLC	A0185A BBB & CRR, TR 389, .194 ACRES, OLD DCAD TR 30	0.1940		620 BOLIVAR ST	$ 264,000
33970	ST PAUL LUTHERAN CHURCH	A0185A BBB & CRR, TR 388, .251 ACRES, OLD DCAD TR 31	0.2510	EX-XV	622 BOLIVAR ST	$ -
33971	ST PAUL LUTHERAN CHURCH	A0185A BBB & CRR, TR 385, .251 ACRES, OLD DCAD TR 32	0.2510	EX-XV	700 BOLIVAR ST	$ -
33992	HENDERSON, AMBER & TRAVIS	A0185A BBB & CRR, TR 384, .25 ACRES, OLD DCAD TR 32A	0.2500		704 BOLIVAR ST	$ 281,112
33993	STABILE, GLORIA	A0185A BBB & CRR, TR 381, .251 ACRES, OLD DCAD TR 33	0.2510	HS, OTHER	710 BOLIVAR ST	$ 141,010
33994	WIXSOM, EMMA TRUST	A0185A BBB & CRR, TR 380, .251 ACRES, OLD DCAD TR 34	0.2510		714 BOLIVAR ST	$ 310,149
33995	WONG, KEITH K CHING	A0185A BBB & CRR, TR 379, .5027 ACRES, OLD DCAD TR 35	0.5027		720-724 BOLIVAR ST	$ 525,600
33996	DOTY, JEFFERY & BOTELLO, LESANDRA	A0185A BBB & CRR, TR 378, .489 ACRES	0.4890	HS	726 BOLIVAR ST	$ 327,750
34004	BRACKEEN, TANYA LEIGH	A0185A BBB & CRR, TR 402, .085 ACRES, OLD DCAD TR 24	0.0850		221 CONGRESS ST	$ 141,178
34005	BAILEY FAMILY PARTNERS II, LTD	A0185A BBB & CRR, TR 403, .138 ACRES, OLD DCAD TR 25,25A	0.1380		219 W CONGRESS ST	$ 176,607
34007	BAILEY FAMILY PARTNERS II, LTD	A0185A BBB & CRR, TR 404, .321 ACRES, OLD DCAD TR 23	0.3210		526 BOLIVAR ST	$ 310,436
34014	DAVENPORT, W DAVID	A0759A WM LOVING, TR 73, .13 ACRES	0.1300		503 W SYCAMORE ST	$ 210,000

APPENDIX A: TIRZ #1A (EXPANDED BOUNDARIES) OWNERSHIP

Property ID	Owner	Legal Description	Acres	Exemptions	Address	Estimated 2024 Taxable Value
34017	MINASSIAN, ARA A	A0759A WM LOVING, TR 75, .181 ACRES	0.1810		511 W SYCAMORE ST	$ 220,000
34018	MCGEHEE, LARRY D & KIMBERLY	A0759A WM LOVING, TR 74, .119 ACRES	0.1190		507 W SYCAMORE ST	$ 181,000
34020	BLANTON, JAMES A & MARILYN	A0759A WM LOVING, TR 77, .29 ACRES	0.2900		316 S CARROLL BLVD	$ 346,440
34021	AMERICAN NATIONAL BANK	A0759A WM LOVING, TR 37, .94 ACRES	0.9400		120 S CARROLL BLVD	$ 3,402,776
34022	LONGACRE, STEVEN & STACY	A0759A WM LOVING, TR 38, 39, .23 ACRES, OLD DCAD TR 24B	0.2300		600 W MULBERRY ST	$ 275,291
34023	STOCKARD, G E	A0759A WM LOVING, TR 40,41, .41 ACRES	0.4100		604-06-08-12-14 W MULBERRY ST	$ 264,000
34025	TRINITI LLC	A0759A WM LOVING, TR 71, .11 ACRES	0.1100		506 SYCAMORE ST	$ 225,000
34027	HARRISON, GLEN P	A0759A WM LOVING, TR 66, .29 ACRES	0.2900		512 W SYCAMORE ST	$ 308,614
34031	STOCKARD, JOSEPH E & MARY F	A0759A WM LOVING, TR 65, .17 ACRES	0.1700		516 W SYCAMORE ST	$ 142,000
34032	CARRICO, MARLA K TRUST	A0759A WM LOVING, TR 62, .22 ACRES	0.2200		520 W SYCAMORE ST	$ 246,353
34051	COTTLE, DEBORAH J	A0759A WM LOVING, TR 60, .17 ACRES	0.1700		605 W MULBERRY ST	$ 159,000
34052	SALE, RICHARD B & MARY	A0759A WM LOVING, TR 63, .15 ACRES	0.1500		601-03 W MULBERRY ST	$ 157,325
34057	ACKER, CARISSA FALCON	A0759A WM LOVING, TR 68, .24 ACRES	0.2400	HS	204 S CARROLL BLVD	$ 333,458
34059	PERRY, TREVOR NICHOLAS	A0759A WM LOVING, TR 69, .12 ACRES	0.1200		210 S CARROLL BLVD	$ 315,400
34061	AI, MEILIN	A0759A WM LOVING, TR 70, .16 ACRES	0.1600		216 S CARROLL BLVD	$ 155,754
34062	CARROLL EAGLE PARTNERS LTD	A0759A WM LOVING, TR 182(PT), 0.1680 ACRES	0.1680		820 MYRTLE ST	$ 14,636
35172	PARKS, EVIS RAY & WANDA RUTH REV LIVING TRUST	A0623A A. HILL, TR 37, .2272 ACRES, OLD DCAD TR 27	0.2272		600 S BELL AVE	$ 110,000
35600	HICKORY STREET DOWNTOWN LLC	A0971A WM NEILL, TR 115, .23 ACRES	0.2300		613 W HICKORY ST	$ 650,386
35601	STOCKARD, JOSEPH E	A0971A WM NEILL, TR 114(INCLUDES A759 TR 42), ACRES 0.350, OLD, 0.35 ACRES	0.3500		607 W HICKORY ST	$ 313,920
35602	STOCKARD, JOSEPH E	A0971A WM NEILL, TR 113, .25 ACRES	0.2500		601 W HICKORY ST	$ 156,000
35603	STOCKARD, JOSEPH E & MARY F	A0971A WM NEILL, TR 112, .26 ACRES	0.2600		515 W HICKORY ST	$ 260,000
35604	KB DENTON LLC	A0971A WM NEILL, TR 111, .22 ACRES	0.2200		507-509 W HICKORY ST	$ 287,490
35605	KB DENTON LLC	A0971A WM NEILL, TR 110, .25 ACRES	0.2500		501 W HICKORY ST	$ 1,315,485
35614	EBRAHIMI, MASSOUD EDADI	A0623A A. HILL, TR 47, .11 ACRES, OLD DCAD TR 173	0.1100		722 INDUSTRIAL ST	$ 506
35662	DANIEL, NICHOLAS & O'BRIEN, JILL	A0623A A. HILL, TR 197, .282 ACRES, OLD DCAD TR 100A	0.2820		917 S ELM ST	$ 296,187
35664	REDUS, HUBERT B	A0623A A. HILL, TR 195, .2171 ACRES, OLD DCAD TR 105	0.2171	HS	915 S ELM ST	$ 135,588
35666	MUNOZ, MIA M	A0623A A. HILL, TR 194, .2171 ACRES, OLD DCAD TR 104	0.2171	HS	913 S ELM ST	$ 196,121
35667	CELOSIA LLC - SERIES E	A0623A A. HILL, TR 193, .1974 ACRES, OLD DCAD TR 103	0.1974		903 S ELM ST	$ 200,000
35669	SOLDBYCHRISSY INC	A0623A A. HILL, TR 192, .3553 ACRES, OLD DCAD TR 102	0.3553		901 S ELM ST	$ 313,800
35671	COLLORA, PETER & CHILDS, LESLIE TRS	A0623A A. HILL, TR 188, 0.157 ACRES, OLD DCAD TR 101	0.1570		115 EAGLE DR	$ 287,636
35673	BARTA, THOMAS J & KATHLEEN J	A0623A A. HILL, TR 190,191, .1799 ACRES, OLD DCAD TR 101A,101B(PT)	0.1799		117 EAGLE DR	$ 195,704
35676	BLACK, STEVEN & BETTY	A0623A A. HILL, TR 187, .2842 ACRES, OLD DCAD TR 100(15)	0.2842		908 S LOCUST ST	$ 122,694
35678	COLLORA, PETER & CHILDS, LESLIE TRS	A0623A A. HILL, TR 189, .09 ACRES, OLD DCAD TR 101B(PT)	0.0900			$ 39,200
35682	GONZALEZ, EMILIO LOPEZ & GUADALUPE TRS POPO & LUPE GONZALEZ LIV TRUST	A0623A A. HILL, TR 184, .236 ACRES, OLD DCAD TR 100(8)	0.2360		924 S LOCUST ST	$ 194,505
35684	BROWN, DAVID E	A0623A A. HILL, TR 183, .2211 ACRES, OLD DCAD TR 100(7)	0.2211		926 S LOCUST ST	$ 173,000
35688	BROWN, DAVID E	A0623A A. HILL, TR 182, .2961 ACRES, OLD DCAD TR 100(6)	0.2961		928.5 S LOCUST ST	$ 350,000
35690	GMSS INC	A0623A A. HILL, TR 181, .2961 ACRES, OLD DCAD TR 100(5)	0.2961		930 S LOCUST ST	$ 85,523
35694	GMSS INC	A0623A A. HILL, TR 180, .1974 ACRES, OLD DCAD TR 100(4)	0.1974		1006 S LOCUST ST	$ 174,500
35696	GMSS INC	A0623A A. HILL, TR 178,179, .4 ACRES	0.4000		1014 S LOCUST ST	$ 230,000
35698	MCGREGOR, JOEL N	A0623A A. HILL, TR 176, .28 ACRES, OLD DCAD TR 98	0.2800		1024 S LOCUST ST	$ 20,000
35700	BLACK, STEVEN & BETTY	A0623A A. HILL, TR 177, .22 ACRES, OLD DCAD TR 98C	0.2200		1020 S LOCUST ST	$ 188,830
35702	MCGREGOR, JOEL N	A0623A A. HILL, TR 175, .14 ACRES, OLD DCAD TR 98(8)	0.1400		110 COLLINS ST	$ 28,800
35704	GMSS INC	A0623A A. HILL, TR 174, .241 ACRES, OLD DCAD TR 100(3)	0.2410		120 COLLINS ST	$ 190,000
35705	GMSS, INC	A0623A A. HILL, TR 173, .241 ACRES, OLD DCAD TR 100(2)	0.2410		126 W COLLINS ST	$ 51,900
35706	ZAMBRANO, TIMOTHY J	A0623A A. HILL, TR 172, .2376 ACRES, OLD DCAD TR 100(11)	0.2376	HS	200 W COLLINS ST	$ 175,678
35707	CAUSLEY APARTMENTS LLC	A0623A A. HILL, TR 171, .188 ACRES, OLD DCAD TR 100(12)	0.1880		206 W COLLINS ST	$ 170,000
35708	SECOND STATE HOLDINGS LLC - SERIES E	A0623A A. HILL, TR 170, .216 ACRES, OLD DCAD TR 100(16)	0.2160		208 W COLLINS ST	$ 244,000
35709	POPO & LUPE'S LLC	A0623A A. HILL, TR 169, .2208 ACRES, OLD DCAD TR 100(1)	0.2208		216 W COLLINS ST	$ 96,181
35710	GMSS INC	A0623A A. HILL, TR 200, .8964 ACRES, OLD DCAD TR 100	0.8964		930 S ELM ST	$ 100,000
35711	POPO & LUPE'S LLC	A0623A A. HILL, TR 201, .6592 ACRES, OLD DCAD TR 100(13)	0.6592		927 S ELM ST	$ 287,148
35712	GMSS INC	A0623A A. HILL, TR 199, .3099 ACRES, OLD DCAD TR 100(14)	0.3099		932 S ELM ST	$ 30,528
35713	ANDERSON, MARY ADRIAN	A0623A A. HILL, TR 198, .32 ACRES, OLD DCAD TR 99	0.3200		934 S ELM ST	$ 239,183
35714	ANDERSON, MARY ADRIAN	A0623A A. HILL, TR 196, .1515 ACRES, OLD DCAD TR 100D	0.1515		919 S ELM ST	$ 72,600
35771	WHITMORE DENTON ONE LLC	A0623A A. HILL, TR 126, 1.61 ACRES, OLD DCAD TR 97	1.6100		901 S LOCUST ST	$ 336,632
36264	206 FORT WORTH LLC	A0623A A. HILL, TR 203, .13 ACRES, OLD DCAD TR 110	0.1300		206 FORT WORTH DR	$ 196,280
36267	CALVERT, JOHN ALAN	A0623A A. HILL, TR 204, .1515 ACRES, OLD DCAD TR 111	0.1515		227 EAGLE DR	$ 109,368
36268	CARMONA, VALENTIN	A0623A A. HILL, TR 205, .1865 ACRES, OLD DCAD TR 108	0.1865		212 FORT WORTH DR	$ 179,558
36270	QUEVEDO, IRMA LUCRECIA	A0623A A. HILL, TR 206, .11 ACRES, OLD DCAD TR 100B	0.1100		214-216 FORT WORTH DR	$ 47,920
36272	QUEVEDO, IRMA LUCRECIA	A0623A A. HILL, TR 207, .191 ACRES, OLD DCAD TR 100C	0.1910		220 FORT WORTH DR	$ 112,106
36312	RUSSELL, BENNY & BARBARA LIVING TRUST	A0623A A. HILL, TR 212, .212 ACRES, OLD DCAD TR 115B	0.2120		926 MYRTLE ST	$ 43,865

APPENDIX A: TIRZ #1A (EXPANDED BOUNDARIES) OWNERSHIP

Property ID	Owner	Legal Description	Acres	Exemptions	Address	Estimated 2024 Taxable Value
36805	BROWN, DAVID E	A0623A A. HILL, TR 185, .2369 ACRES, OLD DCAD TR 100(9)	0.2369		922 S LOCUST ST	$ 403,000
39359	HELLAND, ERIC L & PAMELA K	O T DENTON BLK 26 LOT 3(E156')	0.4691		416 S ELM ST	$ 985,271
40078	CALVERT, L L	BELL J F BLK 1 LOT 5 5/228///H CISCO AB 1184	0.1612		502 S BELL AVE	$ 130,000
40198	ROGUE REAL ESTATE GROUP LLC	JAGOE & PRESTON BLK 2 LOT 1,2(N42' AND E62'),3,4,5,6	1.2490		525 S LOCUST ST	$ 1,500,000
75239	GRUNDEN WEALTH MANAGEMENT LLC	OFFENBACKER ADDN BLK 1 LOT 1 ACRES 0.259	0.2590		515 S CARROLL BLVD	$ 575,482
75535	MCGEHEE, LARRY D & KIMBERLY	STROUD ADDN BLK 1 LOT 15(E1/2),16	0.2583		418-420 STROUD ST	$ 301,000
75537	DENTON, CITY OF	STROUD ADDN BLK 1 LOT 11,12	0.2877	EX-XV		$ -
76167	USA CORP OF ENGINEERS	A0185A BBB & CRR, TR 310-313, 3.079 ACRES, OLD DCAD TR 117,118A,125,126	3.0790	EX-XV	101 E MCKINNEY ST	$ -
76175	LUTHERAN CHURCH	A0185A BBB & CRR, TR 387, .28 ACRES, OLD DCAD TR 59	0.2800	EX-XV	703 N ELM ST	$ -
76176	LUTHERAN CHURCH	A0185A BBB & CRR, TR 391, .23 ACRES, OLD DCAD TR 60	0.2300	EX-XV		$ -
76394	DENTON, CITY OF	A0759A WM LOVING, TR 196, .0494 ACRES	0.0494	EX-XV	MAPLE ST	$ -
76417	SIMMONS, G KIRK	A0185A BBB & CRR, TR 353, .1641 ACRES, OLD DCAD TR 106	0.1641		118 W CONGRESS ST	$ 210,000
77531	DENTON MASONIC MUSEUM & LIBRARY, INC	A0759A WM LOVING, TR 123, .79 ACRES	0.7900	EX-XV	316 W HIGHLAND ST	$ -
78032	FRISBY, JUDSON SCOTT & RASHEL NOEL TRS FRISBY REVOCABLE LIVING TRUST	A0759A WM LOVING, TR 135A, .2788 ACRES	0.2788		216 MAPLE ST	$ 259,200
78176	DENTON, CITY OF	A1184A H. SISCO, TR 134, 10.257 ACRES, OLD DCAD TR 114	10.2570	EX-XV	500 E HICKORY ST	$ -
82575	COURT APPOINTED SPECIAL ADVOCATES OF DENTON COUNTY INC	BELL PLACE LOT 5	0.1515	CH	604-610 N BELL AVE	$ 430,000
82576	COURT APPOINTED SPECIAL ADVOCATES OF DENTON COUNTY INC	BELL PLACE LOT 6	0.1191	EX-XV	612-616 N BELL AVE	$ -
104364	DANIEL K PEUGH LLC	HICKMAN ADDN BLK 1 LOT 1	0.2790		229 SYCAMORE ST	$ 246,000
105791	KREGEL, CHARLES F	WATLEY ADDN BLK 1 LOT 1	0.1147		721 S LOCUST ST	$ 132,180
106197	BALAS, GLENDA R	CANTON ADDN BLK 1 LOT 1	0.2980		516 BOLIVAR ST	$ 256,496
106213	RUSSELL, BENNY & BARBARA LIVING TRUST	CARROLL POINT BLK 1 LOT 1	0.3850		919 S CARROLL BLVD	$ 500,000
107315	T-BIRD VENTURES LLC	MARSH ADDN LOT 2A	0.2830		909 N ELM ST	$ 554,000
114294	WHALEY PROP	BLOUNT BLK A LOT 9(PT)&PT OF ALLEY	0.0100		S BELL ST & LOCUST ST	$ 5,220
114855	KELSOE CONSTRUCTION AND DEVELOPMENT INC	KELSOE ADDN BLK 1 LOT 1 ACRES 1.409	1.4090		500-600 N BELL AVE	$ 1,225,000
115232	STRATTON INVESTMENT GROUP LLC	M & W ADDN BLK 1 LOT 1	0.2296		916 S LOCUST ST	$ 289,200
115548	HILL, SCOTT & OVESON, LESLIE HILL	O T DENTON BLK 26 LOT 2A ACRES 0.451	0.4510		400 S ELM ST	$ 425,000
115549	HILL, T SCOTT	O T DENTON BLK 26 LOT 2B ACRES 0.181	0.1810		209 STROUD ST	$ 180,000
115550	PALPANT, LESLIE H	O T DENTON BLK 26 LOT 2C ACRES 0.204	0.2040		211 STROUD ST	$ 231,365
117139	MARSAM ENTERPRISES INC	SANGER BROS ADDN BLK 2 LOT 1A ACRES .4465	0.4465		816 S ELM ST	$ 468,000
121322	AKS FOOD CORP	GARDNER-FIKES BLK A LOT 1	0.3600		300 N BELL AVE	$ 653,981
121465	ST PAUL LUTHERAN CHURCH	A0185A BBB & CRR, TR 390, .0574 ACRES, OLD DCAD TR 30A	0.0574	EX-XV		$ -
121634	CHEW, MARCUS R	A0185A BBB & CRR, TR 377A, .103 ACRES, OLD DCAD TR 36B	0.1030		801 N ELM ST	$ 13,461
121777	ST PAUL LUTHERAN CHURCH	A0185A BBB & CRR, TR 392, .042 ACRES, OLD DCAD TR 29A	0.0420	EX-XV		$ -
126362	COURT APPOINTED SPECIAL ADVOCATES OF DENTON COUNTY INC	BELL PLACE BLK A LOT 3R	0.7940	EX-XV	604-616 N BELL AVE	$ -
126455	WESTIN PLACE LTD & CHARLOTTE MARIE INVESTMENT PARTNERS LLC	HAYWOOD ADDN BLK 1 LOT 1	0.9260		521 W SYCAMORE ST	$ 2,918,453
128283	RAMOS, MIKE & JIM BLANTON	CARROLL BLVD ADDN BLK A LOT 1	0.2920		310 S CARROLL BLVD	$ 287,322
130611	CARROLL PARK PL LTD	FRED MOORE ADDN BLK 1 LOT 1 ACRES 0.4035	0.4035		501 S CARROLL BLVD	$ 550,000
131476	SETTLES INVESTMENTS LLC	O T DENTON BLK 33 LOT 2A ACRES 0.619	0.6190		520 S ELM ST	$ 510,223
131495	MCNATT, AL FAMILY P/S LT ETAL	LACY ADDN BLK 3 LOT 4(S1/2),5(N5')	0.1264		517 N ELM ST	$ 172,674
149065	BLANTON, JAMES A	JESTER ADDN LOT A(E PT)	1.2627		400-412 S CARROLL BLVD	$ 975,000
149142	CALVERT, L L	BELL J F BLK 1 LOT 7 /7/228	0.1521		510 S BELL AVE	$ 63,600
154989	TEXAND CORPORATION	LACY ADDN BLK 3 LOT 9(W64') ACRES 0.0717	0.0717		222 W PARKWAY ST	$ 70,077
155867	CARROLL PARK PL LTD	OFFENBACKER ADDN BLK 1 LOT 3	0.4110		519 S CARROLL BLVD	$ 245,000
156153	JOHN BAINES REALTY, LLC	GOSSETT ENTERPRISES ADDN BLK A LOT 1	0.6260		600 S ELM ST	$ 550,147
156998	DENTON, CITY OF	STROUD ADDN BLK 1 LOT 12	0.2531	EX-XV		$ -
160644	DENTON, CITY OF	A0971A WM NEILL, TR 3, .34 ACRES	0.3400	EX-XV		$ -
160645	MARK HICKS INVESTMENTS LLC	BARB ADDN BLK 1 LOT 6(PT),8	0.7504		414 W PARKWAY ST	$ 825,000
161490	DENTON, CITY OF	A0623A A. HILL, TR 38, .26 ACRES	0.2600	EX-XV		$ -
161492	DENTON, CITY OF	A0623A A. HILL, TR 39, .51 ACRES	0.5100	EX-XV		$ -
161493	DENTON, CITY OF	A0623A A. HILL, TR 41, .44 ACRES	0.4400	EX-XV		$ -
161494	DENTON, CITY OF	A0623A A. HILL, TR 42, .77 ACRES	0.7700	EX-XV		$ -
161495	DENTON, CITY OF	A0623A A. HILL, TR 43, .31 ACRES	0.3100	EX-XV		$ -
161496	DENTON, CITY OF	A0623A A. HILL, TR 44, .31 ACRES	0.3100	EX-XV		$ -
161497	DENTON, CITY OF	A0623A A. HILL, TR 45, .43 ACRES	0.4300	EX-XV		$ -
161498	DENTON, CITY OF	A0623A A. HILL, TR 46, .19 ACRES	0.1900	EX-XV		$ -
161499	DENTON, CITY OF	A0623A A. HILL, TR 125, .3 ACRES	0.3000	EX-XV		$ -
161751	HICKORY STREET DOWNTOWN LLC	A0759A WM LOVING, TR 43, .1 ACRES	0.1000			$ 26,136
163052	MAI, KATHARINE W & CUONG N	A0185A BBB & CRR, TR 372, .2604 ACRES, OLD DCAD TR #102	0.2604		815 N LOCUST ST	$ 640,257
165078	ROHMER DENTON PROPERTIES LTD	BELL PLACE BLK A LOT 1R	0.7305		816 N BELL AVE	$ 1,606,481
166875	CARROLL PARK PL LTD	CARROLL PARK PL TWO BLK A LOT 1	0.3699		701 S CARROLL BLVD	$ 541,701

APPENDIX A: TIRZ #1A (EXPANDED BOUNDARIES) OWNERSHIP

Property ID	Owner	Legal Description	Acres	Exemptions	Address	Estimated 2024 Taxable Value
168343	CARROLL PARK PL LTD	OFFENBACKER ADDN BLK 1 LOT 2R	0.3990		509 S CARROLL BLVD	$ 482,948
178310	MARK HICKS INVESTMENTS LLC	BARB ADDN BLK 1 LOT 6(PT)	0.0781	EX-XL	W PARKWAY ST	$ -
179414	RIDGE, GORDON N	BLOUNT BLK A LOT 2(N 1/2)	0.1715		609 WAINWRIGHT ST	$ 29,880
182805	525 NORTH LOCUST, LLC	CONGRESS STREET ADDN BLK 1 LOT 1	0.7980		521-531 N LOCUST ST	$ 965,722
185236	DBC INV LTD	MULBERRY PLACE ADDN BLK A LOT 1	0.3530		515 W MULBERRY ST	$ 1,106,149
208324	HOWE, LEROY M	A0759A WM LOVING, TR 20, .0812 ACRES	0.0812		419 CARROLL ST	$ 21,228
210793	KLEMENT KARL PROP INC	CARROLL POINT BLK 1 LOT 2R	1.0400		923 S CARROLL BLVD	$ 790,000
212102	HI-LO AUTO SUPPLY LP	BLOUNT BLK D LOT 7R	0.8350		100 W EAGLE DR	$ 895,327
219104	DENTON, CITY OF	DE HALL PROPERTY LOT 1-43	6.1500	EX-XV	E MCKINNEY ST	$ -
234196	CRUZ, HUGO R & EMMA A	BLOUNT BLK B LOT 2R1	0.1380		611 S LOCUST ST	$ 89,146
241765	GRUNDEN WEALTH MANAGEMENT LLC	A0759A WM LOVING, TR 106A & 107, .121 ACRES	0.1210		CARROLL BLVD	$ 6,640
251163	QT DENTON EAGLE DRIVE LLC	Q T 905 ADDN BLK 1 LOT 1	2.1749		321 W EAGLE DR	$ 1,900,000
254153	SCHMITZ REALTY HOLDINGS LLC	O T DENTON BLK 26 LOT 1 (N PT)	0.5100		201 W SYCAMORE ST	$ 625,000
611612	518 ACME LTD	ACCESS FIRST CAPITAL ADDN BLK A LOT 1A	3.2210		320 EAGLE DR	$ 7,214,364
611744	ACCESS BANK TEXAS	CARROLL PARK PLACE TWO PH TW0 BLK A LOT 2	0.2590		711 CARROLL BLVD	$ 126,050
674431	DOWNTOWN RETAIL PARTNERS, LLC	SARATAN ADDITION BLK A LOT 1	0.1100		614 N ELM ST	$ 75,368
675286	EAGLE ELM PARTNERS	ELM STREET APARTMENTS BLK A LOT 1	1.4800		712 S ELM ST	$ 8,000,000
675756	ASHRAM, KUNDALINI YOGA	ASHRAM BLK A LOT 1R	0.7900	EX-XV	611 N LOCUST ST	$ -
679882	DEN10 FIVE 728 LLC	A0185A BBB & CRR, TR 373A, 0.139 ACRES	0.1390		N ELM ST	$ 68,117
729142	CORUM, AARON SCOTT	CORUM ADDITION BLK A LOT 1	0.2100		600-604 W SYCAMORE ST	$ 417,000
731590	DENTON, CITY OF	A0759A WM LOVING, TR 182(PT)(ROW), 0.062 ACRES	0.0620	EX-XV		$ -
957885	CALDERON, YOLANDA	CALDERON ADDITION BLK A LOT 1-A	0.4280		600 WITHERS ST	$ 281,089

Tax Increment Reinvestment Zone Number One (Downtown TIRZ) Boundary and Term Amendment

Brittany Sotelo
Economic Development Director

December 3, 2024

Downtown TIRZ Background

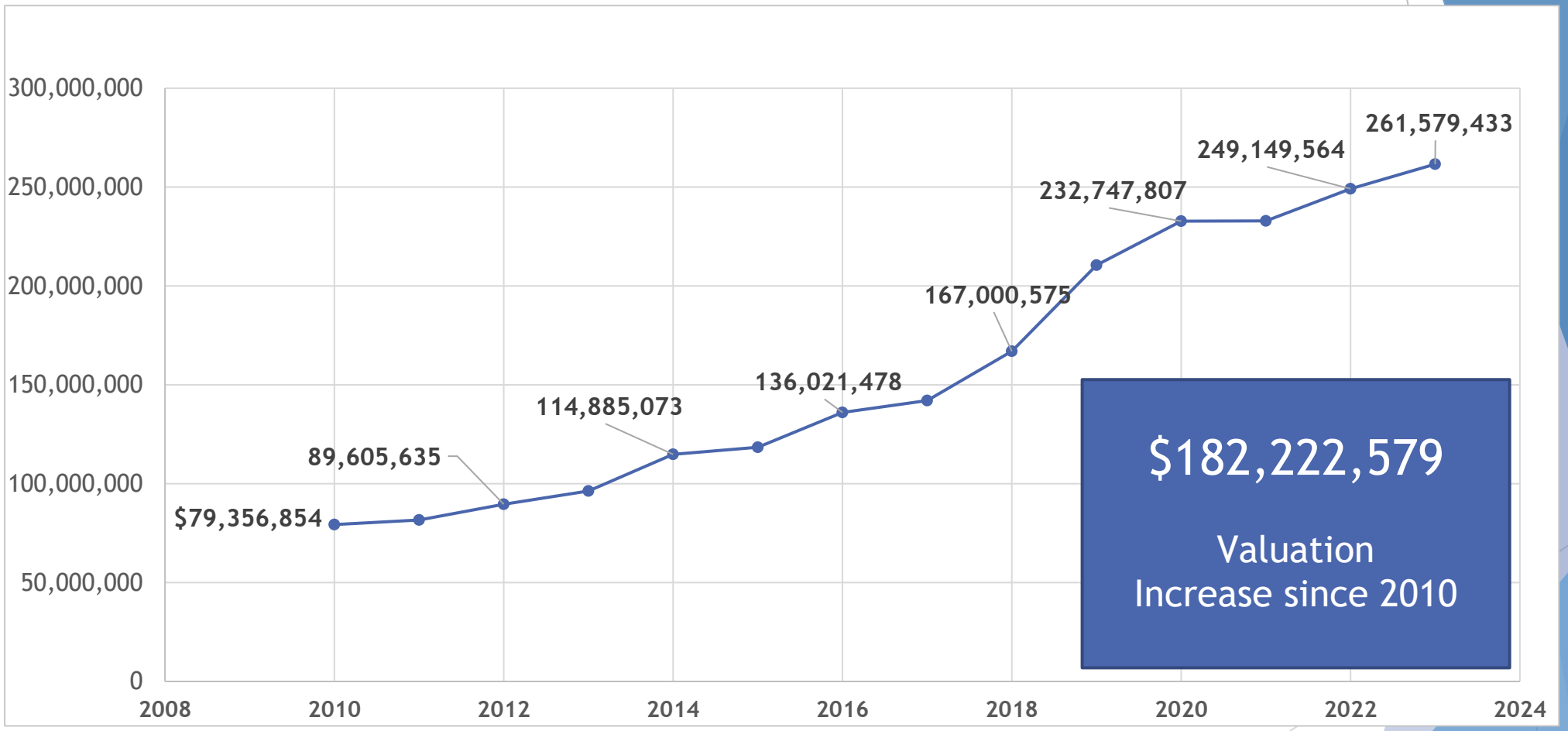
- The Downtown TIRZ was created on Dec. 10, 2010.
- In 2019, the City was approached by multiple developers with interest in pursuing projects inside the Downtown TIRZ. Staff retained TXP, Inc. to evaluate the TIRZ's performance and financials to determine how to best prioritize TIRZ funds for future projects.
- In November 2022, the Downtown TIRZ Board recommended the City engage a consultant to assist with updating and amending the TIRZ project and financing plan which includes boundary and term considerations.
- In May 2023, the Amendment was presented to City Council. Direction was provided for staff to postpone the amendment.
- In September 2024, the Downtown Master Plan was approved by City Council which includes project and funding recommendations for Downtown and expansion of the TIRZ.
- September 25, 2024: Amendment was presented to TIRZ Board.
- November 19, 2024: Amendment was presented during City Council Work Session.

Current Downtown TIRZ Parameters

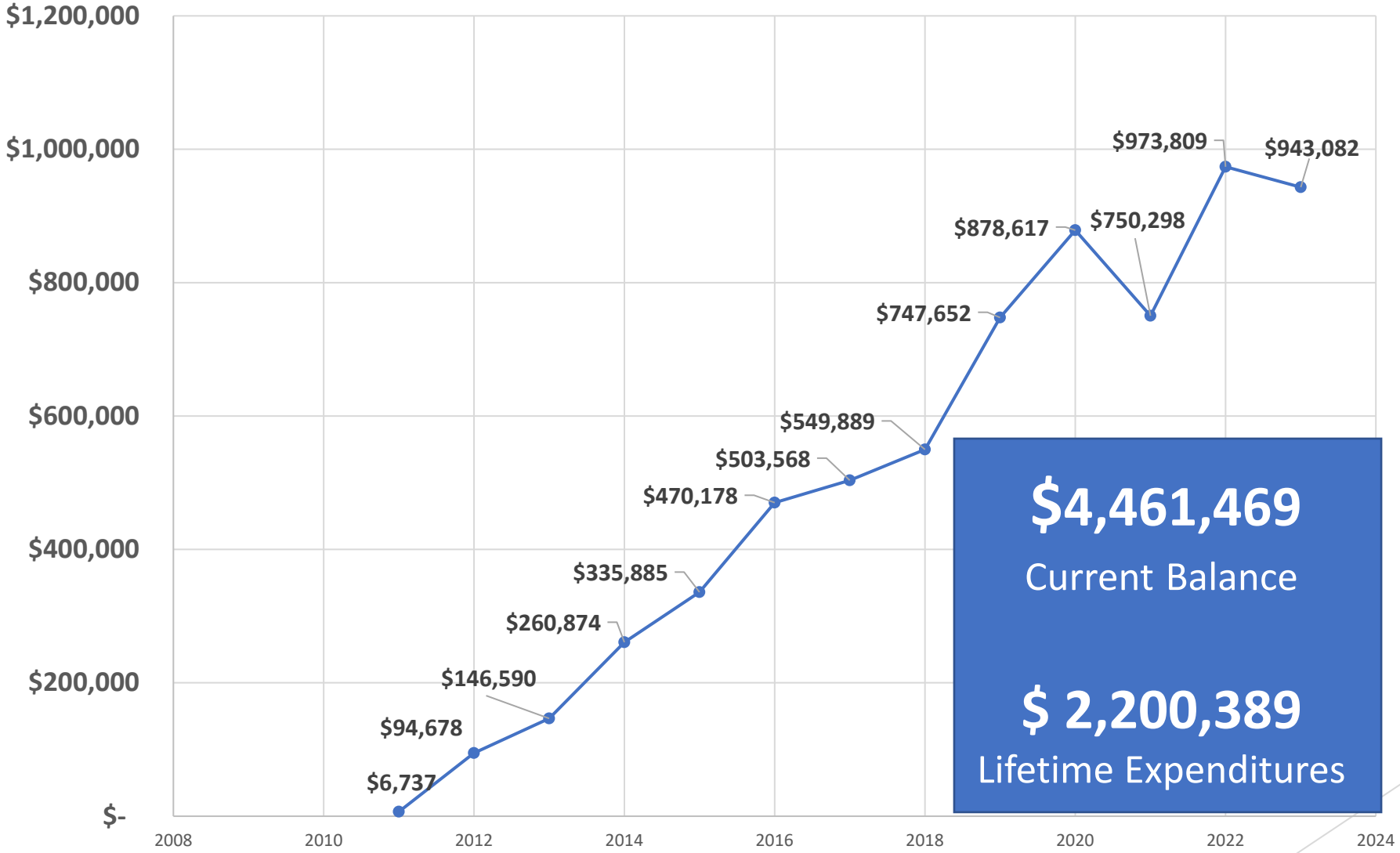
- Term: January 1, 2011, through January 1, 2039; or when the revenue of $24.8M has been reached.
- Taxing Entity Participants: City of Denton
  - 100% Years 1-5
  - 95% Years 6-10
  - 90% Years 11-20
  - 85% Years 21-30
- Boundary: Approximately 226 acres (Exhibit 3)
- Base Value: $79.4 million in 2010
- Project Plan Categories:

PROJECT	ESTIMATED COST, $M
Parking / Transportation	8.0
Complete Streets	7.9
Support for Downtown Projects	4.9
Utility / Drainage Improvements	4.0
TOTAL	24.8

TIRZ Certified Tax Values 2010-2023



TIRZ Fund Increment 2010-2023



$4,461,469
Current Balance

$ 2,200,389
Lifetime Expenditures

Expenditures

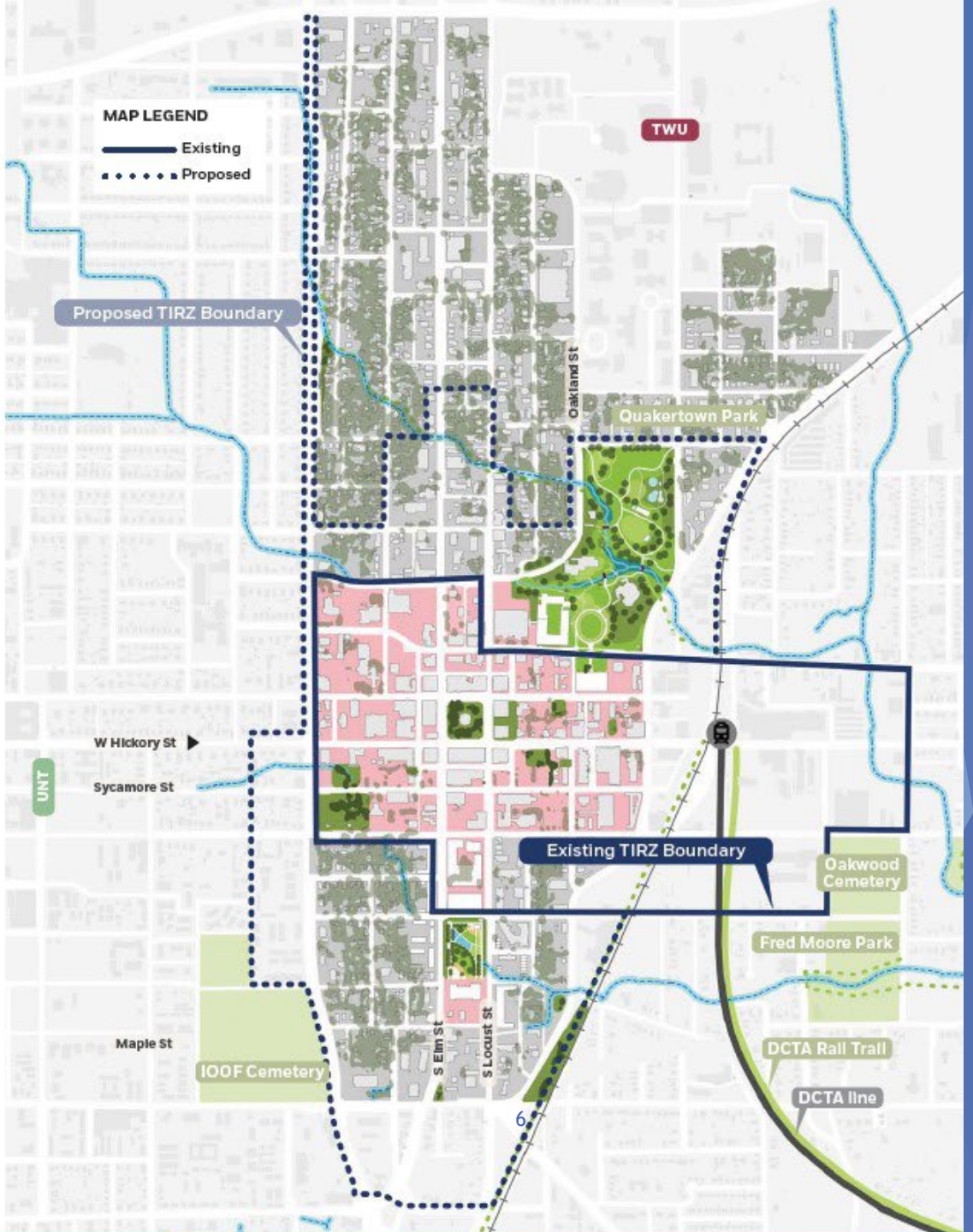
DOWNTOWN REINVESTMENT GRANTS
Three Wishes Gifts
Salvage Secondhand Shoppe
One Way Investments
Salon NV
Chestnut Tree
Denton Community Theater
Steve's Wine Bar
Robert Moses
Bullseye Invest/Holdings
Little d Property LLC

OTHER DEVELOPMENTS
Railyard Partners
Mews Street Study
Capital Projects ($1.4M)

IN PROGRESS
Fine Arts Theater

Proposed Amendment

- The Downtown Master Plan identified the importance of Denton's Downtown character and identity.
- The current TIRZ covers a limited area.
- The City of Denton has limited funding tools to incentivize development & catalyst projects.
- Catalyst projects were identified beyond the current boundary and expanding the boundary can provide dedicated funding to make strategic progress in implementing the Downtown plan.
- New boundaries would allow for more investment in the greater Downtown area.



PROPOSED TIRZ AMENDMENT CONTINUED

- City Council to consider recommending approval of expanding the boundaries to include “TIRZ 1A”
- If approved, new boundaries would have a 2024 base
- Termination of the Zone extended to December 31, 2040 (with the final year’s tax increment to be collected by September 1, 2041).
- Preliminary Amended Project and Financing Plan includes updates to the:
  - Boundaries
  - Revenue Projections
  - Project Costs

DAVID PETTIT
Economic Development

AMENDED PROJECT AND FINANCING PLAN

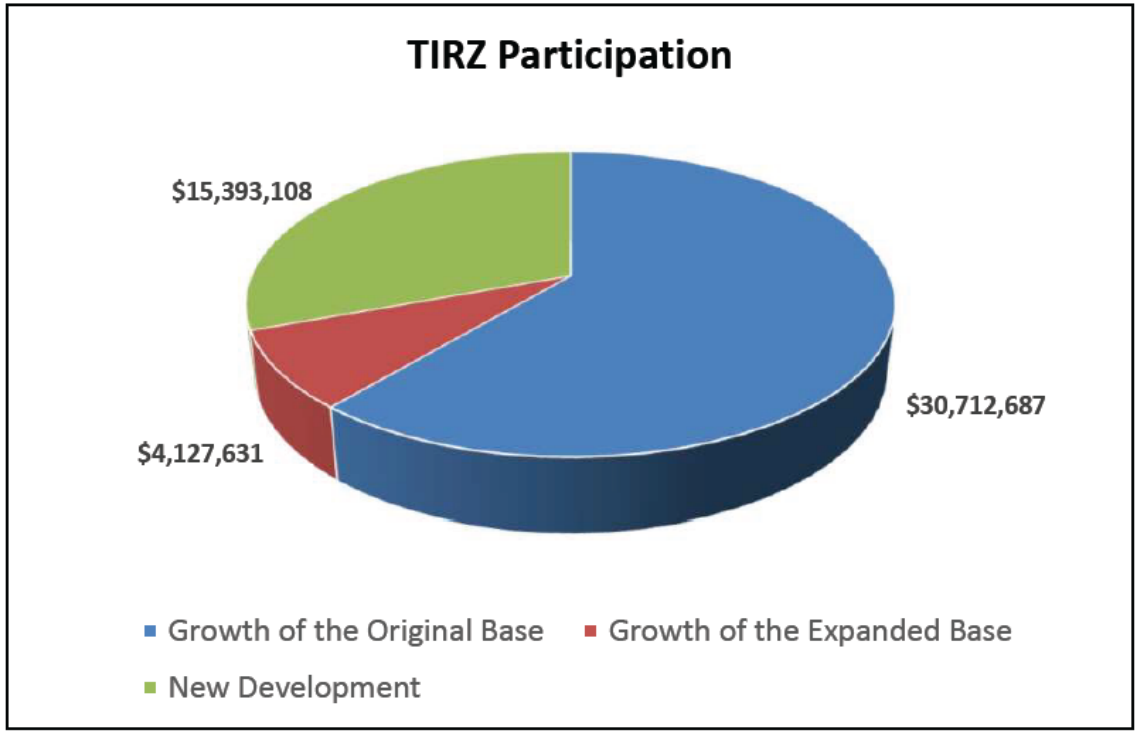
	Square Feet	Units	Projected Completion Date	Taxable Value PSF/Unit	Incremental Value	Sales PSF	Total Sales
TIRZ #1							
Hotel		130	**2028**	$125,000	$16,250,000		$0
Retail	15,000		**2028**	$250	$3,750,000	$200	$3,000,000
Retail	26,000		2029	$250	$6,500,000	$200	$5,200,000
Retail	23,958		**2028**	$250	$5,989,500	$200	$4,791,600
Multifamily		124	2027	$200,000	$24,800,000		$0
Hotel		225	2030	$125,000	$28,125,000		$0
Multifamily		60	2026	$200,000	$12,000,000		$0
Multifamily		215	**2028**	$200,000	$43,000,000		$0
Multifamily		210	2030	$200,000	$42,000,000		$0
Theater	11,000		2026	$150	$1,650,000	$200	$2,200,000
Total					**$184,064,500**		**$15,191,600**

- Based on input from the City staff, updated project development includes a mix of uses including commercial (retail and hotel) and residential (multifamily)
- $184 Million in Anticipated Development is projected to generate $50.4 Million in TIRZ Revenue to fund the Project Costs

DAVID PETTIT
Economic Development

AMENDED PROJECT AND FINANCING PLAN

Taxing Jurisdictions	Total Taxes Generated	TIRZ Participation	Net Benefit
City of Denton	$58,447,422	$50,233,426	$8,213,996
Denton County	$17,874,463	$0	$17,874,463
Denton ISD	$110,333,806	$0	$110,333,806
DCTA	$1,311,244	$0	$1,311,244
Total	**$187,966,935**	**$50,233,426**	**$136,422,265**



DAVID PETTIT
Economic Development

AMENDED PROJECT AND FINANCING PLAN

Proposed Project Costs - TIRZ #1		
Water Facilities and Improvements	$ 1,255,836	2.5%
Sanitary Sewer Facilities and Improvements	$ 1,255,836	2.5%
Storm Water Facilities and Improvements	$ 1,255,836	2.5%
Transit/Parking Improvements	$ 5,023,343	10.0%
Street and Intersection Improvements	$ 7,535,014	15.0%
Open Space, Park and Recreation Facilities and Improvements, Public Facilities and Improvements	$ 7,535,014	15.0%
Economic Development Grants	$ 25,116,713	50.0%
Administrative Costs	$ 1,255,836	2.5%
Total	$ 50,233,426	100.0%

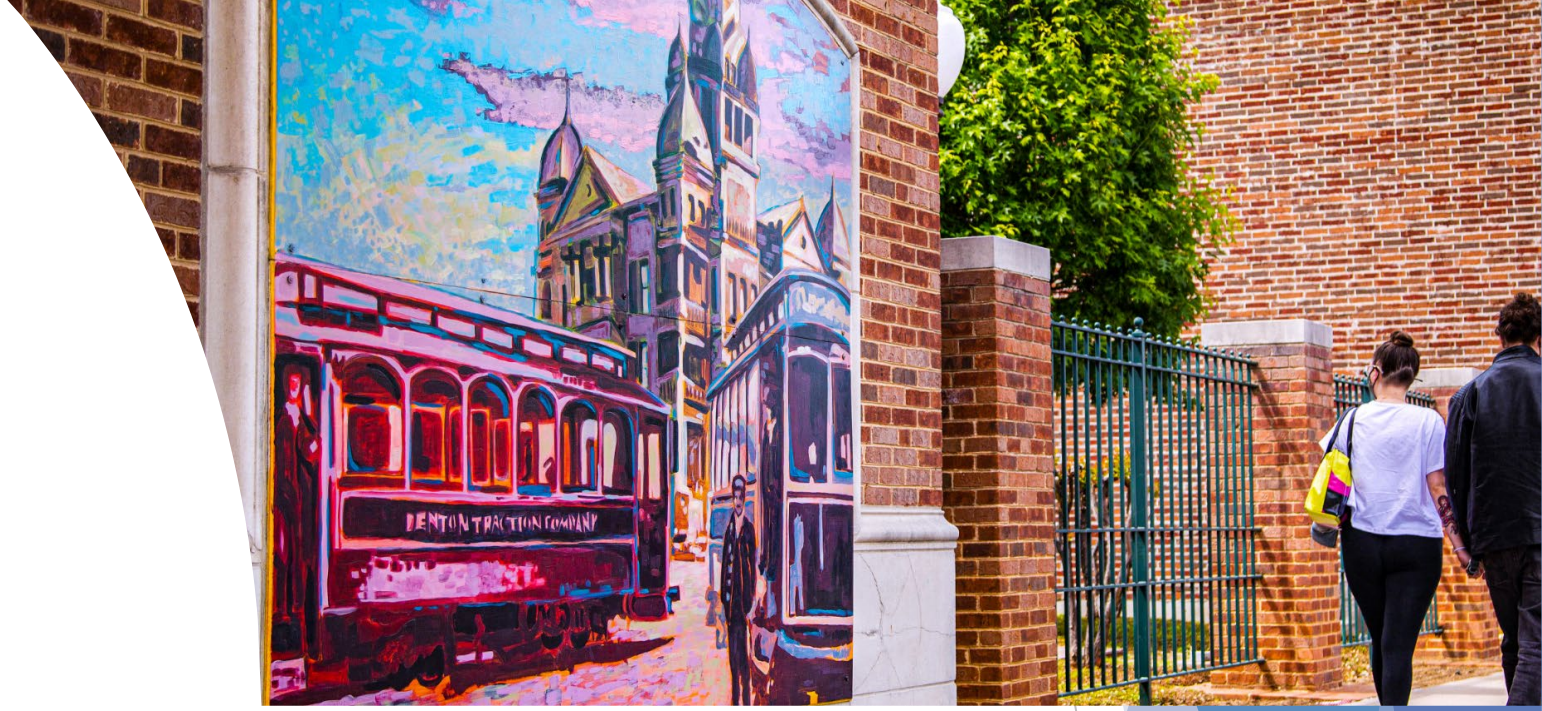
- $50,233,426 is an estimate of incremental revenue over the term of the TIRZ (2040) based upon growth and development assumptions
- The $50,233,426 anticipated project cost total amount is a cap on expenditures that shall not be exceeded. Any increase would require a separate amendment to the project and financing plan
- Savings from one line item may be applied to a cost increase in another line item.
- It is anticipated that the individual TIRZ project costs will be evaluated on a case-by-case basis consistent with Chapter 311, Section 311.002, and brought forward to the TIRZ Board and City Council for consideration.

DAVID PETTIT
Economic Development

Next Steps

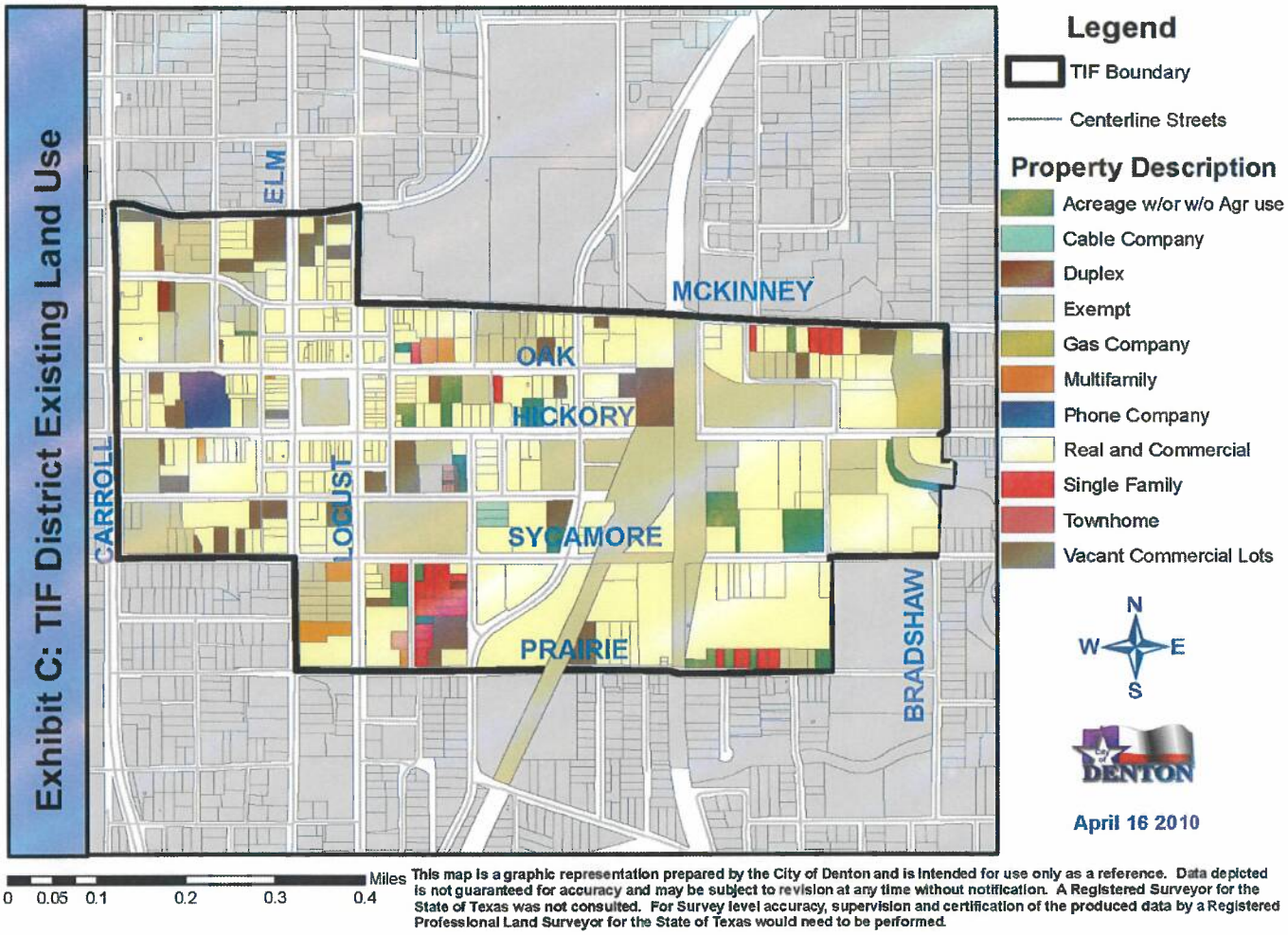
- December 3, 2024: **City Council Meeting**
  - Public Hearing & Consideration – Ordinance amending the Creation Ordinance
- December 4, 2024: **TIRZ Board Meeting**
  - Recommend approval of the Amended Project and Financing Plan
- December 17, 2024: **City Council Meeting**
  - Consideration - Ordinance approving the final Amended Project and Financing Plan

Questions?



Tax Increment Reinvestment Zone Number One

DISTRICT MAP

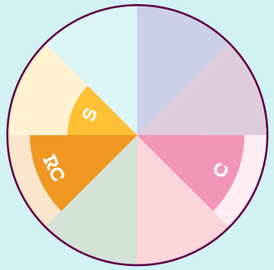


This map is a graphic representation prepared by the City of Denton and is intended for use only as a reference. Data depicted is not guaranteed for accuracy and may be subject to revision at any time without notification. A Registered Surveyor for the State of Texas was not consulted. For Survey level accuracy, supervision and certification of the produced data by a Registered Professional Land Surveyor for the State of Texas would need to be performed.

4E Modify and Expand on Economic Development Tools

Denton employs a variety of economic development tools to enhance its Downtown area, yet many of these tools remain underutilized or are not applied with a clear strategy. Some resources available to the city are not utilized at all, leading to missed opportunities for growth and improvement. To address these challenges, it is crucial to explore how these tools can be used more effectively and strategically. By expanding, sharpening, and combining these economic development tools, Denton can ensure a more robust and successful implementation of its vision for Downtown.

4E Priorities Served



Culture
C1, C2

Retail & Commercial
RC1, RC3

Safety
S4

See the community priorities on **page 18** *for more information.*

The Case for Action

A review of Denton's existing funding sources revealed that several key economic development tools are in place but have not been extensively utilized.

The Tax Increment Reinvestment Zone (TIRZ) retains incremental increases in property tax revenue within a designated district, accumulating a balance of $3.5 million and generating $1 million annually. These TIRZ funds support Downtown Reinvestment Grants, providing up to $200,000 per year to reimburse downtown businesses in building improvements such as roof and foundation repairs, new signs and awnings, and utility and fire suppression upgrades.

380 Agreements offer tax rebates or grants for new construction aimed at economic development. TIRZ revenue was used to provide grant funds for such an agreement with the Railyard project, now complete.

The Catalyst Fund, designed to support economic development initiatives citywide, currently has a balance of $4.3 million and funds entrepreneur tech, expansion, and job-based grants.

Finally, Historic Tax Credits offer an annual property tax exemption of up to 50% on designated buildings with up to $10,000 in qualifying improvements or restoration, but only two properties downtown currently utilize this exemption according to the city database.

Proposed Actions

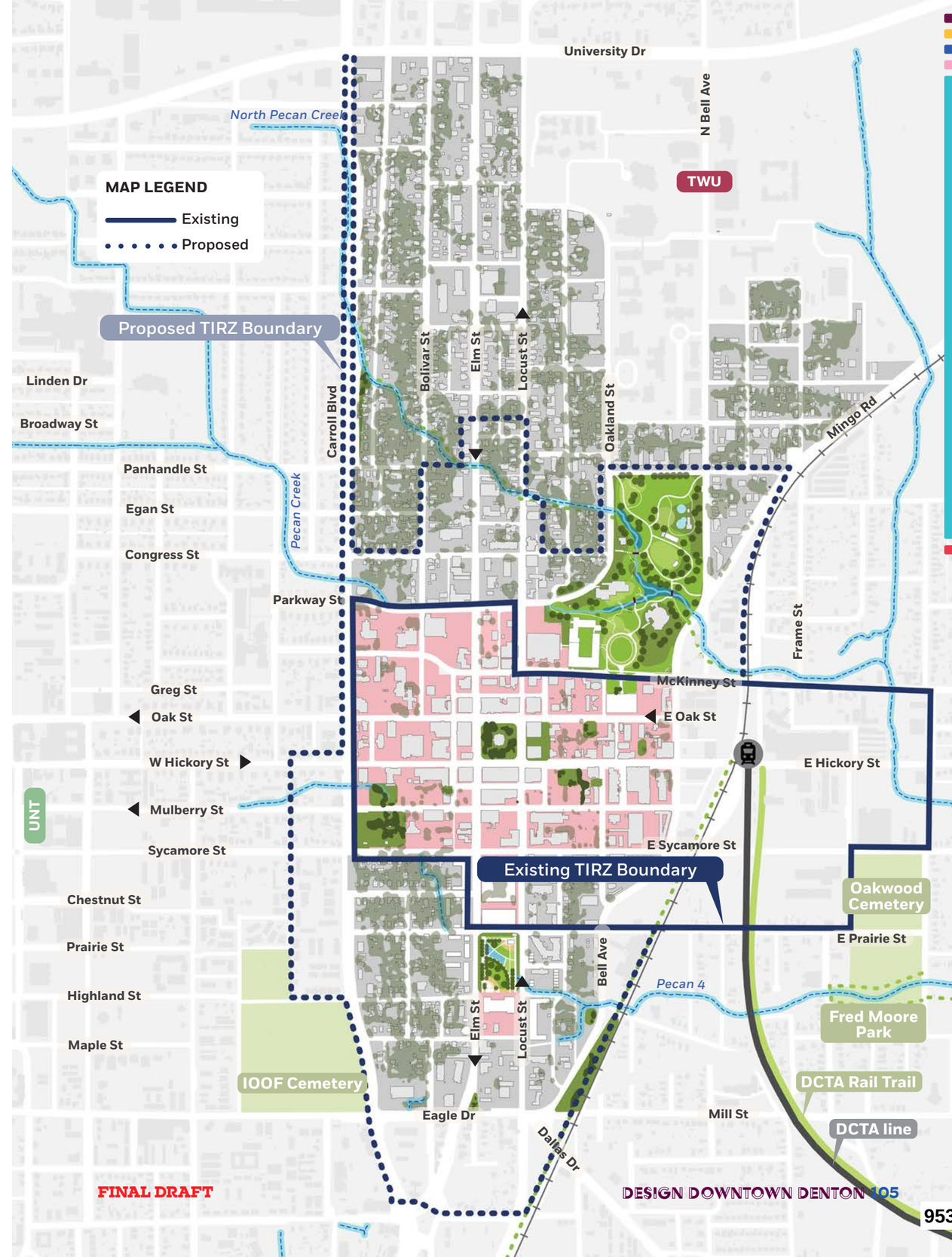
The City of Denton should expand economic development opportunities in the following areas.

Existing Funding Sources to be Modified:

Tax-Increment Reinvestment Zone (TIRZ)

The current TIRZ covers a limited area, though it is now generating almost $1 million per year in revenue and has $3.5 million in current funding reserves.

FINAL DRAFT



FINAL DRAFT

Promote Culture

File #: ID 24-2259, **Version:** 1

AGENDA CAPTION

Consider adoption of an ordinance approving an economic development agreement under Chapter 380 of the local government code to promote economic development and to stimulate business activity and economic growth of the City of Denton between the City of Denton and Enginetech North America Corporation, regarding the expansion of operations and increase in the number of jobs in the City of Denton; authorizing the expenditure of funds therefor; and providing an effective date. The Economic Development Partnership Board recommends approval (9-0).

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Economic Development**

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

DATE: **December 3, 2024**

SUBJECT

Consider adoption of an ordinance approving an economic development agreement under Chapter 380 of the local government code to promote economic development and to stimulate business activity and economic growth of the City of Denton between the City of Denton and Enginetech North America Corporation, regarding the expansion of operations and increase in the number of jobs in the City of Denton; authorizing the expenditure of funds therefor; and providing an effective date. The Economic Development Partnership Board recommends approval (9-0).

STRATEGIC ALIGNMENT

This action supports Key Focus Area: Foster Economic Opportunity and Affordability, and Economic Development Strategic Plan Goals:

Goal 2: Foster Growth

- Supply Chain Logistics
- Advance Manufacturing
- Research & Development
- Energy Efficiency and Conservation
- Green Building Standards

Goal 2D: Competitive Denton

- Headquarters
- Workforce Collaborative
- Grow Your Own Talent Initiative

INFORMATION/BACKGROUND

Since 2018, Enginetech, a global plastic injection manufacturer based in India, has sought to expand their operations into North America. For the last six years they have been a key vendor in the supply chain for PACCAR using a patented process to create look-down mirrors and surge tanks.

Enginetech recently won a competitive contract with PACCAR Denton, which expedited the site search for the company to meet new product demands and deadlines. In mid-2024, they selected Denton and submitted their incentive application in August 2024 Before selecting Denton for their North America Headquarters, Enginetech considered South Carolina, McKinney, Houston, and Chillicothe. The original plan was to purchase a site and custom build their facility, but due to contract deadlines with PACCAR, the company is leasing a location at 2025 N. Masch Branch Road, Building 2. The leased building is about 23,000 square feet and will house four Toshiba Shibaura electric molding presses. Two machines will be purchased in year one and two more in Q4 of 2025. The company is leasing the facility and will add $200,000 in improvements and $5.7 Million in business personal property for machines and equipment.

Since identifying their new headquarters location, they have doubled their footprint developing three new products and obtaining multiple contracts. The Denton location will provide parts to PACCAR (Peterbilt and Kenworth) in Canada, Denton, and Mexico and globally Enginetech manufactures engine parts for DAF and Leyland trucks. Other customers include Alstom, Caterpillar, Cummins, Daimler, Eicher, Kohler, Kubota, Sport Utility Vehicles, Man, Piaggio, Tafe, Tata Motors, and Volvo.

The company designs, tests, and manufactures their parts and hold patents on the parts and technology. The technology is so unique that they will be the only injection molding manufacturer of engine parts in Texas based on their NAICS codes. Their dedication to providing a superior product has earned them an IATF 16949 certification. This certification is an industry requirement that aligns automotive quality management systems globally. Additionally, PACCAR has awarded them their "Zero PPM" (zero defects in one million parts) award for the last three years.

The company will create 133 high-paying and knowledge-based jobs over five years making them a top 20 employer in Denton. They are also partnering with the Texas Workforce Commission to create training programs using North Central Texas College and plan to work with the Denton ISD to grow the talent pipeline.

Estimated value of incentive package offered:

Incentive	Estimated Value
City of Denton Chapter 380 Grant Business Personal Property Rebate	$79,545
City of Denton Headquarters Grant	$50,000
City of Denton Job Based Grant	$194,000
City of Denton Residency Bonus	$16,000
Estimated Value of Incentive Package	**$339,545**

Quantitative Benefits and Economic Impact for the Community

- Capital Investment: 5.7 million
- Total Jobs: 133
    - Direct Jobs: 133
    - Spin-Off: 89.3
- 10-year net benefits estimated at $115,484
- Rate of Return: 13.6%
- Payback period: 6.9 years

Qualitative Benefits and Community Impact

- Quality jobs created
- Pipeline for university training programs and reduction of brain drain
- Expanding and diversifying the tax base
- Business expansion
- Engaging in sustainable practices and activities
- Educational partnerships and internships with the Denton Independent School District (DISD), the University of North Texas (UNT), and the North Central Texas College (NCTC)

RECOMMENDATION

Staff recommends a performance-based incentive agreement to include a valuation threshold and cap on funding amount of $339,545, consisting of an ad valorem tax rebate at 50% for five years for business

personal property, a jobs-based grant (70 jobs based on "eligible jobs" in policy matrix and up to 32 additional jobs per Denton resident), and a headquarters grant.

PRIOR ACTION/REVIEW

November 13, 2024: The Economic Development Partnership Board recommended approval (9-0).

EXHIBITS

Exhibit 1 – Agenda Information Sheet
Exhibit 2 – Ordinance
Exhibit 3 - Agreement
Exhibit 4 – Presentation
Exhibit 5 – Secretary of State

Respectfully submitted:
Brittany Sotelo
Economic Development Director

Prepared by:
Christina Davis
Business Development Administrator

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT UNDER CHAPTER 380 OF THE LOCAL GOVERNMENT CODE TO PROMOTE ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS ACTIVITY AND ECONOMIC GROWTH OF THE CITY OF DENTON BETWEEN THE CITY OF DENTON AND ENGINETECH NORTH AMERICA CORPORATION, REGARDING THE EXPANSION OF OPERATIONS AND INCREASE IN THE NUMBER OF JOBS IN THE CITY OF DENTON; AUTHORIZING THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 27, 2024, Enginetech North America Corporation (the "Applicant") submitted an application to the City of Denton ("City") for economic development incentives under Chapter 380 of the Texas Local Government Code for a headquarters and job-based grant to expand its business and increase the number of high-wage or knowledge-based jobs in the city (the "Grant Application"); and

WHEREAS, the Grant Application was reviewed and an economic development incentive was subsequently recommended by the Economic Development Partnership Board on November 13, 2024, as compliant with the City of Denton's Chapter 380 Incentive Policy (Resolution No. 20-504, as adopted, on March 17, 2020) and the City Council hereby also finds compliance therewith; and

WHEREAS, City and the Applicant have negotiated a Chapter 380 Economic Development Agreement to reflect the terms of the incentive, a copy of which is attached hereto and made a part hereof by reference (the "Agreement"); and

WHEREAS, the City Council of the City of Denton hereby finds that the proposed purposes and considerations provided for in the Grant Application and the Agreement, and the other terms and conditions of the Agreement, will promote economic development, increase employment, and stimulate business and commercial activity within the City of Denton for the benefit of the public and therefore meet the requirements under Chapter 380 of the Texas Local Government Code; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON, TEXAS HEREBY ORDAINS:

SECTION 1. The recitals contained in the preamble of this Ordinance are found to be true and are incorporated into the body of this Ordinance.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Agreement attached hereto on behalf of the City of Denton and to carry out the City's responsibilities and rights under the Agreement, including without limitation the authorization to make the expenditures set forth in the Agreement.

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

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

	Aye	**Nay**	**Abstain**	**Absent**
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: Scott Bray Scott Bray
Deputy City Attorney

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THE STATE OF TEXAS §

COUNTY OF DENTON §

ECONOMIC DEVELOPMENT AGREEMENT WITH
ENGINETECH NORTH AMERICA CORPORATION

This Economic Development Agreement (this "Agreement") is made and entered into as of the Effective Date as defined herein by ENGINETECH NORTH AMERICA CORPORATION ("Grantee"), a Texas corporation located at 2025 N. Masch Branch Rd., Suite 125, Denton, TX, 76207, and the CITY OF DENTON ("City"), a Texas home-rule municipal corporation, located at 215 E. McKinney St., Denton, Texas, 76201, for the purposes and considerations stated below. Grantee and City may be individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, this Agreement is authorized pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (the "Act") to promote local economic development and to stimulate business and commercial activity in the City of Denton; and

WHEREAS, Grantee intends to locate their business and increase the number of high-wage or knowledge-based jobs in the City of Denton; and

WHEREAS, on or about August 28, 2024, Grantee submitted an application to the City to request economic development incentives pursuant to the Act (the "Grant Application" as shown in **Exhibit A** attached hereto and incorporated herein for all purposes); and

WHEREAS, the Grant Application was reviewed by the Economic Development Partnership Board (the "EDP Board") in accordance with the City of Denton Chapter 380 Policy on November 13, 2024, and the EDP Board found the Grant Application meets the qualifications for financial incentives and recommended approval of the proposed incentives unanimously; and

WHEREAS, the City Council of the City of Denton ("City Council") desires to provide an incentive in the form of a grant to the Grantee to locate their business and jobs in the City of Denton and hereby finds that the contemplated use of funds to be provided will promote economic development, increase employment, and stimulate business and commercial activity within the City of Denton for the benefit of the public and therefore meets the requirements under Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City Council has determined that a grant of funds in accordance with the terms of this Agreement will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of this Agreement contain controls likely to ensure that the public purpose is accomplished; and

NOW, THEREFORE, the City and Grantee for and in consideration of the promises contained herein do hereby contract, covenant, and agree as follows:

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I.
DEFINITIONS

"Annual Salary" means wages, paid bonuses, commissions, incentive pay or any other amounts that are included when reporting to the Texas Workforce Commission or Internal Revenue Service for unemployment insurance or tax purposes.

"Business Personal Property" means taxable property associated with the Project other than Real Property and excluding inventory, vehicles, and supplies.

"Certificate of Occupancy" or "CO" means a Certificate issued by the Building Official for the use of a building, structure or land, when it is determined by the Building Official that the building, structure or proposed land use complies with the provisions of all applicable Codes of the City of Denton pursuant to the Denton Development Code Subchapter 23-5.

"City" means the City of Denton, a home-rule municipal corporation located at 215 E. McKinney, Denton, Texas 76201.

"Coverage Period" means a year indicated in Table III-1, with Year 1 meaning the calendar year 2024 and the following years corresponding to the respective subsequent calendar year.

"Eligible Job" means a Job which is paid an Annual Salary of at least Sixty-Five Thousand Dollars ($65,000) per year and includes a standard employee benefits package.

"Established Resident" means an individual hired by applicant/grantee with a primary dwelling place inside the corporate limits of the City of Denton at the time an employment application was submitted and/or the date the employee was offered the position with Grantee.

"Grantee" has the meaning provided in the preamble of this Agreement.

"Job" means a permanent, full-time employment position that has provided or will result in employment of at least 2,080 hours per position per year. Part-time positions may be aggregated to create a full-time position for consideration in this Agreement.

"Job Grant" means a grant made on the basis of the number of Eligible Jobs added by the Grantee pursuant to Article IV and V of this Agreement.

"Knowledge-based Jobs" means occupations which require specialized and theoretical knowledge, usually acquired through a college education or through work experience or other training which provides comparable knowledge: require some research, analysis, report writing, and presentations; or require special licensing, certification, or registration to perform the job task.

"Headquarters Grant" has the meaning given in Section III.F of this Agreement.

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The "Premises" means the property located at 2025 N. Masch Branch Road, Suite 125, Denton, TX, 76207 at which Grantee intends to establish its North American headquarters.

"Residency Bonus" has the meaning given in Section III.B of this Agreement.

II.
GRANT CONDITIONS

Grantee shall satisfy the following conditions to receive the grant payments from the City provided in Article IV and V, and to avoid termination of this Agreement pursuant to Article VIII:

A. Grantee covenants and agrees with the City that the City's obligations under this Agreement are subject to the fulfillment of the Grantee's obligations under this Agreement, and Grantee hereby agrees to perform and comply with the terms, conditions, and provisions of this Agreement and in all other instruments and agreements, if any, between Grantee and the City with respect to the financial or other incentives provided herein.

B. Grantee exists and is duly authorized and in good standing under the laws of the State of Texas, and shall remain so during the term of this Agreement.

C. In the event of any conflict between the City of Denton Code of Ordinances and federal, state, or other local regulations, and this Agreement, such ordinances and/or regulations shall control.

D. In accordance with Chapter 2264 of the Texas Government Code, Grantee covenants and certifies that Grantee shall not knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in that manner in the United States ("Undocumented Worker"). During the term of this Agreement, Grantee shall notify the City of any complaint brought against Grantee alleging that Grantee has knowingly employed Undocumented Workers. In accordance with section 2264.052 of the Texas Government Code, if Grantee is convicted of a violation of 8 U.S.C. section 1324a(f) for employing an Undocumented Worker, all grant payments shall be terminated, and Grantee shall repay the amount of all grants with interest of ten percent (10%) per annum from the date the grant payment(s) was made. Repayment shall be paid within 120 days after the date Grantee receives notice of such conviction from the City.

E. For the eight (8) years following the Effective Date of this Agreement, Grantee must maintain its North American headquarters and principal place of business within the corporate limits of the City of Denton. For the avoidance of doubt, nothing herein precludes Grantee from maintaining satellite offices in any location, provided the headquarters and principal place of business remain within the corporate limits of the City of Denton.

F. Grantee shall not fail to render for taxation any property located within the City of Denton, nor shall it allow the ad valorem taxes owed to the City on any property owned by the

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Grantee and located within the City of Denton to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.

G. Grantee shall not allow any other municipal fees, levies, assessments, bills, or fines to become delinquent.

H. Grantee shall not discriminate in employment and contracting based on race, sex, sexual orientation, gender identity, age, disability, creed, color, genetics, or national origin, and shall not violate any applicable anti-discrimination laws in connection with Grantee's business.

I. Grantee agrees to use good faith efforts to purchase and select goods, services, and contractors from businesses located in the City of Denton whenever such goods, services, and contractors are comparable in availability, quality, and price. In the selection of contractors, suppliers, or other persons proposed for work on this Agreement, Grantee agrees to use its good faith efforts to select and employ historically underutilized businesses for work on this Agreement, whenever such vendors are comparable in availability, quality and price; however, Grantee is not required to use such vendors. Grantee is not required to but may submit information related to any good faith efforts as it relates to the local procurement of goods and services or the use of historically underutilized businesses with its annual Certificate of Compliance.

III.
TERMS OF GRANTS

A. The City agrees to provide the Grantee a Job Grant in the amount shown in TABLE V-1 for each new Eligible Job or Knowledge-based Job added in the applicable Coverage Period as shown in TABLE III-1. The total amount of the Job Grant shall not exceed One Hundred Ninety-Four Thousand Dollars ($194,000) over the term of this Agreement. The calculation of the Job Grant payment amount for any Coverage Period as shown in TABLE III-1 and the schedule of payments shall be made in accordance with Articles IV and V.

B. Grantee will create at least 133 new Jobs not later than March 31, 2029, and shall maintain at least 133 Jobs for the remaining term of the Agreement.

C. City will provide a Residency Bonus to Grantee in the amount of $500 for each new Job added that is held by an Established Resident in the applicable Coverage Period as shown in TABLE III-1 if the Grantee provides documentation of such employee's residency in the City of Denton corporate limits during the applicable Coverage Period. A Job is not required to be an Eligible Job to qualify for the Residency Bonus. The total amount of the Residency Bonus shall not exceed Sixteen Thousand Dollars ($16,000) over the term of this Agreement.

D. To receive a Job Grant or Residency Bonus payment for a Coverage Period, the Grantee must submit the annual Certificate of Compliance in a form approved by the City and which contains all information required by this Agreement, along with all documentation required in Section IV.B of this Agreement, on or before the corresponding Certification Due date provided in TABLE III-1 below:

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TABLE III-1	
Coverage Period	**Certification Due**
Year 1	March 31, 2025
Year 2	March 31, 2026
Year 3	March 31, 2027
Year 4	March 31, 2028
Year 5	March 31, 2029

E. If at any time during the term of this Agreement Grantee fails to maintain the total number of Eligible Jobs from all previous Coverage Periods, the Grantee is ineligible for the Job Grant payment until the Eligible Job numbers exceed the level prior to reduction. Only Eligible Jobs added in excess of the highest number of Eligible Jobs which existed prior to the reduction will be considered in the calculation of a Job Grant.

F. The City will provide a Headquarters Grant to Grantee in an amount not to exceed Fifty Thousand Dollars ($50,000) upon Grantee's successful completion of building improvements resulting in receiving a Certificate of Occupancy from the City of Denton for the Premises, and Grantee's successful press release announcing the new North American headquarters in Denton, Texas located at the Premises, subject to the terms of this Agreement. The Grantee may request payment of the Headquarters Grant, or a portion thereof, during the term of this Agreement after the Certificate of Occupancy has been received by Grantee by submitting a written request that includes a copy of the Certificate of Occupancy and the press release. A request for the portion of the Headquarters Grant may be made up to once every six (6) months during the term of this Agreement.

G. The City will provide an Ad Valorem Tax Grant equal to 50% of the City's portion of ad valorem tax of the Business Personal Property on the Premises (excluding inventory, vehicles and supplies, and increases to land value) as determined by the Denton Central Appraisal District (DCAD), paid annually for a period of five (5) years, commencing the first year following receipt by Grantee of the new Certificate of Occupancy after the Base Year, in an amount not to exceed Seventy-Nine Thousand, Five Hundred, Forty-Five Dollars ($79,545.00).

H. The total amount of the Job Grant, Residency Bonus, Headquarters Grant, and Ad Valorem Tax Grant shall not exceed Three Hundred Thirty-Nine Thousand, Five Hundred Forty-Five Dollars ($339,545).

I. The Job Grant, Residency Bonus, and Headquarters Grant provided for in this Agreement shall be subject to annual appropriation by the City Council in the annual budget and the City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas.

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IV.
PAYMENTS OF GRANTS

A. The Headquarters Grant payment, or a portion thereof, will be paid to Grantee within sixty (60) days of City's receipt of the written request for payment of the Headquarters Grant from Grantee with appropriate documentation, provided the other requirements for payment of the Headquarters Grant provided herein have been satisfied.

B. The City will pay the Job Grant and Residency Bonus requested pursuant to the requirements of this Agreement within 60 days of receiving the request, Certificate of Compliance, and the following documentation:

- Annual employment roster from Grantee's payroll systems or other document requested by the City that includes titles of positions, employee address, total salary per employee, total benefits amount paid by the employer per employee and total compensation (Salary + Benefits) amount per employee; and
- The date on which each Job was filled and if Grantee has received a Residency Bonus payment for that Job.

C. The City shall pay the Ad Valorem Tax Grant annually for a period not to exceed five (5) years during the term of this Agreement, with the first payment being due and payable on or before 90 days after the City is in receipt of all City ad valorem taxes due as of January 1st of the year following the calendar year in which a Certificate of Occupancy is issued by the City, for the business personal property category breakdown provided by DCAD.

D. Any grant payment by the City contemplated in this Agreement shall be issued to Enginetech North America Corporation unless an approved assignment occurs under Article XVII herein, and in which case payment shall be directed to the entity assigned rights under this Agreement.

V.
CALCULATION OF INSTALLMENT PAYMENTS

A. The Job Grant for a Coverage Period, if any, shall be calculated by multiplying the number of new Eligible Jobs added in the Coverage Period by the "Grant Amount per Eligible Job" in Table V-1.

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TABLE V-1	
Annual Salary Ranges	**Grant Amount Per Eligible Job**
$65,000 to $74,999.99	$500
$75,000 to $89,999.99	$1,000
$90,000 to $99,999.99	$2,500
$100,000 or greater	$5,000

B. There is no cap on the Job Grant payments for any Coverage Period, so long as the cumulative Job Grant payments do not exceed One Hundred Ninety-Four Thousand Dollars ($194,000) over the term of this Agreement.

C. The Residency Bonus shall be calculated by multiplying the total number of new Jobs established in any Coverage Period which Grantee can successfully demonstrate are held by an Established Resident during the applicable "Coverage Period" by Five Hundred Dollars ($500).

D. There is no cap on the Residency Bonus payment for any Coverage Period so long as the cumulative Residency Bonus payments do not exceed Sixteen Thousand Dollars ($16,000) over the term of this Agreement.

VI.
OTHER GRANTEE OBLIGATIONS

A. Grantee shall deliver to the City before March 31st of each year their written request for incentive payment, if any, the Certificate of Compliance, and any other documentation required by this Agreement or requested by the City, beginning on the year following issuance of the Certificate of Occupancy and each year thereafter during the term of this Agreement. Said written request and required documentation shall reflect all relevant information from the previous calendar year. Grantee shall warrant to the City in its Certificate of Compliance that it is in full compliance with its obligations under this Agreement for the preceding year, unless an approved assignment occurs under Article XVII herein, and in which case payment shall be directed to the entity assigned rights under this Agreement.

B. Grantee shall submit to the City documentation supporting Grantee's request and demonstrating proof of Eligible Jobs, Knowledge-based Jobs, and Residency Jobs in accordance with the terms of this Agreement adequate to justify Grantee's receipt of the Job Grant and Residency Bonus. A failure to provide the supporting documentation by the "Certification Due" date set forth in TABLE III-1, may, in the sole discretion of the City, result in Grantee being ineligible to receive the Job Grant and Residency Bonus for the applicable Coverage Period.

C. A condition of the Ad Valorem Tax Grant is that, by December 31, 2027, Grantee shall have made a capital investment in tangible personal property (excluding inventory, vehicles, and supplies) on the Premises of at least $4,000,000, as determined by DCAD. The City may, in its sole discretion, grant an extension of up to 180 days for the making of the investment. Grantee

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shall maintain the required investment for the term. If the taxable valuation of tangible personal property (excluding inventory, vehicles, and supplies) on the Premises is not at least $4,000,000 there will be no rebate for that tax year.

VII.
AUDITS AND MONITORING

A. During the term of this Agreement, the City reserves the right to conduct audits of the employment records of the Grantee related to this Agreement if, in the sole opinion of the City, such action is determined to be necessary. Grantee agrees upon reasonable advance request to furnish the City with additional records and information reasonably requested to support that the terms and conditions of this Agreement have been satisfied. Failure to provide such assistance shall be grounds for default, and City may withhold any Job Grant, Residency Bonus, and Headquarters Grant payment until such assistance is provided. During the term of this Agreement, the City will keep, or cause to be kept, copies of all documentation or employment records provided by the Grantee, payments made to Grantee, and any other calculations, allocations, and payments required by this Agreement.

B. Grantee shall provide access and authorize inspection of the Property by authorized City representatives for the purpose of ensuring Grantee's compliance with the obligations set forth in this Agreement and to ensure compliance with the conditions precedent to making payments of any Grant. Such inspections shall not unreasonably interfere with Grantee's business activities. Such inspections shall be in addition to, and not in place of, any inspections required by ordinance for construction on the Property and the like.

C. This Article VII shall survive termination of this Agreement for six (6) months.

VIII.
DEFAULT AND TERMINATION

A. If a party fails to perform any of its obligations under this Agreement and such failure is not cured within thirty (30) days after written notice, the failure of the non-performing party to cure within such thirty (30) day period (or to commence and continue diligently to cure such default if the nature of the failure cannot reasonably be cured within 30 days in the exercise of all due diligence) shall constitute a default under this Agreement. A default by Grantee shall entitle the City to all remedies available at law or in equity, including but not limited to, termination of this Agreement, injunctive relief, specific performance, and suspending or withholding Job Grant, Residency Bonus, Headquarters Grant, and Ad Valorem Tax Grant payments. A default by the City shall entitle Grantee as its sole remedy to seek specific performance of the terms of this Agreement.

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B. The Property shall be operated and maintained for the purposes set forth herein except as otherwise authorized or modified by this Agreement. The City shall have the right to terminate the Agreement if the Grantee does not occupy and operate the premises continuously for the purposes set forth in the Agreement for the entire term of the Agreement.

C. If the City terminates this Agreement due to the Grantee's breach pursuant to Section VIII.A above within the first five (5) years of the Effective Date, the Grantee shall, upon demand by City, repay to City the full amounts of any Job Grant, Residency Bonus, or Ad Valorem Tax Grant paid to Grantee for the most recent past Coverage Period for which payment was made as shown in **Table VIII-1**. Repayment of grant payments shall become due 60 days following Grantee's receipt of such demand, and shall accrue interest if overdue at the rate of the lesser of either 10% per annum or the greatest rate which may be charged or collected under applicable law. In the years following the end of the initial five-year recapture period contained herein, Grantee shall refund to City the percentage of the amount of any Job Grant, Residency Bonus, and Ad Valorem Tax Grant payment paid to Grantee in Year 5, as shown in **Table VIII-1** below. The rights of the City to require recapture and demand repayment of grant payments, and the obligation of Grantee to pay such, shall survive termination of the Agreement as shown in Table VIII-1.

TABLE VIII-1

	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**
Refund to City	100%	100%	100%	100%	100%	50%	25%	15%

IX.
INDEMNITY

IT IS UNDERSTOOD AND AGREED THAT GRANTEE IN PERFORMING ITS OBLIGATIONS HEREUNDER IS ACTING INDEPENDENTLY AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES IN CONNECTION THEREWITH TO THIRD PARTIES AND GRANTEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL DIRECT AND OUT-OF-POCKET DAMAGES INCURRED BY THE CITY RESULTING FROM CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER BROUGHT BY ANY THIRD PARTY ARISING OUT OF GRANTEE'S OBLIGATIONS HEREUNDER.

X.
REPRESENTATIONS AND WARRANTIES BY THE CITY

The City represents and warrants that:

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A. The City is a home rule Texas municipal corporation that has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations hereunder; and

B. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by governmental immunity and bankruptcy, insolvency, and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

C. The funds granted by the City are derived from sources lawfully available to the City and are not proceeds of bonds or other obligations of the City payable from ad valorem taxes.

XI.
REPRESENTATIONS AND WARRANTIES BY GRANTEE

Grantee represents and warrants that:

A. Grantee is a Texas corporation duly registered and validly existing under the laws of the State of Texas and is, or will prior to the Effective Date of this Agreement, be qualified to do business in the State of Texas; has the legal capacity and the authority to enter into and perform its obligations under this Agreement; and

B. The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to enter into this Agreement; and

C. Grantee knows of no litigation, proceeding, initiative, referendum, or investigation or threat of any the same contesting the powers of the City, Grantee or any of its principals or officials with respect to this Agreement that has not been disclosed in writing to the City; and

D. Grantee has the necessary legal ability to perform its obligations under this Agreement and has the necessary financial ability, through borrowing or otherwise, to construct improvements on the portions of the property that Grantee may acquire or improve in accordance with this Agreement. This Agreement constitutes a valid and binding obligation of Grantee, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

XII.
RIGHTS OF LENDERS AND INTERESTED PARTIES

The City is aware that financing for Grantee may be provided, in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders, major tenants, equity partners and purchasers or developers (individually, an "Interested Party" and collectively,

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"Interested Parties"). In the event Grantee fails to perform any of its obligations under this Agreement, all notices to which Grantee is entitled under XVIII of this Agreement shall be provided to the Interested Parties at the same time they are provided to Grantee (provided the Interested Parties have previously been identified to the City and provided their notice addresses to the City). If any Interested Party is permitted under the terms of its agreement with Grantee to cure the event of default and/or to assume Grantee's position with respect to this Agreement, the City agrees to recognize such rights of the Interested Party and to otherwise permit the Interested Party to cure the event of default and to assume all of the rights and obligations of Grantee under this Agreement. The City shall, at any time upon reasonable request by Grantee, provide to any Interested Party an estoppel certificate or other document evidencing that this Agreement is in full force and effect and that no event of default by Grantee exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default). Upon request by any Interested Party, the City will enter into a separate assumption or similar agreement with such Interested Party, consistent with the provisions of Article.

XIII.
COMPLIANCE

This Agreement shall be conditioned upon and subject to compliance with applicable federal, state, and City laws, ordinances, rules, and regulations.

XIV.
NO VESTED RIGHTS

The Grantee shall be subject to all applicable ordinances of the City, whether now existing or in the future arising. This Agreement shall confer no vested rights, as defined and referenced in Chapter 245 of the Texas Local Government Code, as amended, on the Grantee or property where Grantee conducts business. Grantee agrees and acknowledges that this Agreement is not required by the City for the Owner to complete the project described in the Grant Application.

XV.
ENTIRE AGREEMENT; CHANGES AND AMENDMENTS

This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof. Except as specifically provided otherwise in this Agreement, any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both Parties to this Agreement.

XVI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors, and assigns. Grantee may assign all or part of its rights and/or obligations in or to or under this Agreement upon written notice to the City of such assignment. The City may execute an amendment to this Agreement evidencing the assignment and the City's execution of said

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amendment to the Agreement shall not be unreasonably withheld or delayed. If an assignee agrees in writing to be bound by the terms and conditions of this Agreement and executes an amendment to this Agreement stating the same, the assignor shall be released as to the obligations assigned but not as to any obligations or liabilities of the assignor to the City that arose prior to the assignment.

XVII.
NOTICE

Any notice and/or statement required or permitted to be delivered shall be deemed delivered five business days after being deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing. Any such notice and/or statement shall also be deemed delivered when delivered by a nationally recognized delivery company (e.g., FedEx or UPS) with evidence of delivery signed by anyone at the delivery address.

If to Grantee:
Enginetech North America Corporation
Attn: Akshay Sardesai
2025 N. Masch Branch Road, Suite 125, Denton, Texas, 76207
Email: ahs@enginetech-northamerica.com

If to the City:
City of Denton
Attn: City Manager
215 E. McKinney
Denton, Texas 76201
Phone: (940) 349-8307

With a copy to:
City of Denton
Attn: City Attorney
215 E. McKinney
Denton, Texas 76201
Phone: (940) 349-8333

XVIII.
APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Denton County, Texas. This Agreement is performable in Denton County, Texas.

XIX.
BENEFIT OF AGREEMENT

This Agreement is executed solely for the benefit of the Parties and their successors and assigns, and nothing in this Agreement is intended to create any rights in favor of or for the benefit of any third party.

XX.
LEGAL CONSTRUCTION/PARTIAL INVALIDITY OF AGREEMENT

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In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, upon written, mutual agreement of both parties and approval of the City Council, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

XXI.
TERM

This Agreement shall be effective as of the Effective Date. This Agreement will terminate on the earlier to occur of (a) March 31 of the third (3rd) calendar year following the fifth (5th) Coverage Period or (b) the date of termination for default in accordance with Article VIII. After termination of this Agreement, the City shall not be liable to make any further payments to Grantee except, if applicable, payment of the Job Grant, Residency Bonus, or Ad Valorem Grant for "Year 5" as provided in TABLE III-1 for which Grantee is eligible.

EXECUTED and effective as of the _____ day of _____, 2024 ("Effective Date"), by the City signing by and through its City Manager, duly authorized to execute same by action of the City Council, and by Grantee, acting through its duly authorized officials.

CITY OF DENTON, TEXAS

_____
SARA HENSLEY, CITY MANAGER

ATTEST:

_____
LAUREN THODEN, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

Scott Bray
Deputy City Attorney

_____
MACK REINWAND, CITY ATTORNEY

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ENGINETECH NORTH AMERICA CORPORATION

Signed by:

By: _____

7D34081B16164F0...

Its: _____

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

Signed by:

Brittany Sotelo

C4A76D1808B6439...

SIGNATURE

Brittany Sotelo

PRINTED NAME

Director

TITLE

Economic Development

DEPARTMENT

DocuSign

Certificate Of Completion

Envelope Id: 60ACA926656E4F70AA00E0EC56DBE15B
Status: Completed
Subject: Complete with Docusign: Enginetech Agreement Final signed.pdf
Source Envelope:
Document Pages: 14
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Cathy Welborn
901B Texas Street
Denton, TX 76209
cathy.welborn@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
11/25/2024 2:16:56 PM

Holder: Cathy Welborn
cathy.welborn@cityofdenton.com

Location: DocuSign

Signer Events	Signature	Timestamp
Brittany Sotelo brittany.sotelo@cityofdenton.com Director Security Level: Email, Account Authentication (None)	Signed by: Brittany Sotelo C4A76D1808B6439... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/25/2024 2:18:30 PM Viewed: 11/25/2024 2:21:37 PM Signed: 11/25/2024 2:28:00 PM

Electronic Record and Signature Disclosure:
Accepted: 11/25/2024 2:21:37 PM
ID: fd597099-2a76-4de7-a9be-8fb82802f384

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2024 2:18:31 PM
Certified Delivered	Security Checked	11/25/2024 2:21:37 PM
Signing Complete	Security Checked	11/25/2024 2:28:00 PM
Completed	Security Checked	11/25/2024 2:28:00 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

DocuSign

Certificate Of Completion

Envelope Id: BBD737999BD242A2A943633D276FE7C0
Status: Completed
Subject: Complete with Docusign: Enginetech Agreement Final.pdf
Source Envelope:
Document Pages: 14
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Vanessa Esparza
901B Texas Street
Denton, TX 76209
vanessa.esparza@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
11/25/2024 10:26:09 AM

Holder: Vanessa Esparza
vanessa.esparza@cityofdenton.com

Location: DocuSign

Signer Events	Signature	Timestamp
Akshay Sardesai ahs@enginetech-northamerica.com CEO Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/25/2024 1:57:29 PM ID: 8da177f9-4479-442f-afff-3b2db98e24f7	Signed by: 7D34081B16164F0... Signature Adoption: Drawn on Device Using IP Address: 174.224.9.224 Signed using mobile	Sent: 11/25/2024 10:32:23 AM Resent: 11/25/2024 12:20:07 PM Resent: 11/25/2024 1:56:59 PM Viewed: 11/25/2024 1:57:29 PM Signed: 11/25/2024 1:57:56 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Brittany Sotelo Brittany.Sotelo@cityofdenton.com Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/25/2024 11:20:33 AM ID: 68235764-303a-4366-b6b4-d248ee055ee5	COPIED	Sent: 11/25/2024 10:32:23 AM Viewed: 11/25/2024 11:22:30 AM
Brittany Sotelo Brittany.Sotelo@cityofdenton.com Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/25/2024 11:20:33 AM ID: 68235764-303a-4366-b6b4-d248ee055ee5	COPIED	Sent: 11/25/2024 1:57:57 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2024 10:32:23 AM
Envelope Updated	Security Checked	11/25/2024 10:33:32 AM
Certified Delivered	Security Checked	11/25/2024 1:57:29 PM
Signing Complete	Security Checked	11/25/2024 1:57:56 PM
Completed	Security Checked	11/25/2024 1:57:57 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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

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THE STATE OF TEXAS §

COUNTY OF DENTON §

ECONOMIC DEVELOPMENT AGREEMENT WITH
ENGINETECH NORTH AMERICA CORPORATION

This Economic Development Agreement (this "Agreement") is made and entered into as of the Effective Date as defined herein by ENGINETECH NORTH AMERICA CORPORATION ("Grantee"), a Texas corporation located at 2025 N. Masch Branch Rd., Suite 125, Denton, TX, 76207, and the CITY OF DENTON ("City"), a Texas home-rule municipal corporation, located at 215 E. McKinney St., Denton, Texas, 76201, for the purposes and considerations stated below. Grantee and City may be individually referred to as a "Party" and collectively as the "Parties."

WHEREAS, this Agreement is authorized pursuant to Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code (the "Act") to promote local economic development and to stimulate business and commercial activity in the City of Denton; and

WHEREAS, Grantee intends to locate their business and increase the number of high-wage or knowledge-based jobs in the City of Denton; and

WHEREAS, on or about August 28, 2024, Grantee submitted an application to the City to request economic development incentives pursuant to the Act (the "Grant Application" as shown in **Exhibit A** attached hereto and incorporated herein for all purposes); and

WHEREAS, the Grant Application was reviewed by the Economic Development Partnership Board (the "EDP Board") in accordance with the City of Denton Chapter 380 Policy on November 13, 2024, and the EDP Board found the Grant Application meets the qualifications for financial incentives and recommended approval of the proposed incentives unanimously; and

WHEREAS, the City Council of the City of Denton ("City Council") desires to provide an incentive in the form of a grant to the Grantee to locate their business and jobs in the City of Denton and hereby finds that the contemplated use of funds to be provided will promote economic development, increase employment, and stimulate business and commercial activity within the City of Denton for the benefit of the public and therefore meets the requirements under Chapter 380 of the Texas Local Government Code; and

WHEREAS, the City Council has determined that a grant of funds in accordance with the terms of this Agreement will directly establish a public purpose and that all transactions involving the use of public funds and resources in the establishment and administration of this Agreement contain controls likely to ensure that the public purpose is accomplished; and

NOW, THEREFORE, the City and Grantee for and in consideration of the promises contained herein do hereby contract, covenant, and agree as follows:

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I.
DEFINITIONS

"Annual Salary" means wages, paid bonuses, commissions, incentive pay or any other amounts that are included when reporting to the Texas Workforce Commission or Internal Revenue Service for unemployment insurance or tax purposes.

"Business Personal Property" means taxable property associated with the Project other than Real Property and excluding inventory, vehicles, and supplies.

"Certificate of Occupancy" or "CO" means a Certificate issued by the Building Official for the use of a building, structure or land, when it is determined by the Building Official that the building, structure or proposed land use complies with the provisions of all applicable Codes of the City of Denton pursuant to the Denton Development Code Subchapter 23-5.

"City" means the City of Denton, a home-rule municipal corporation located at 215 E. McKinney, Denton, Texas 76201.

"Coverage Period" means a year indicated in Table III-1, with Year 1 meaning the calendar year 2024 and the following years corresponding to the respective subsequent calendar year.

"Eligible Job" means a Job which is paid an Annual Salary of at least Sixty-Five Thousand Dollars ($65,000) per year and includes a standard employee benefits package.

"Established Resident" means an individual hired by applicant/grantee with a primary dwelling place inside the corporate limits of the City of Denton at the time an employment application was submitted and/or the date the employee was offered the position with Grantee.

"Grantee" has the meaning provided in the preamble of this Agreement.

"Job" means a permanent, full-time employment position that has provided or will result in employment of at least 2,080 hours per position per year. Part-time positions may be aggregated to create a full-time position for consideration in this Agreement.

"Job Grant" means a grant made on the basis of the number of Eligible Jobs added by the Grantee pursuant to Article IV and V of this Agreement.

"Knowledge-based Jobs" means occupations which require specialized and theoretical knowledge, usually acquired through a college education or through work experience or other training which provides comparable knowledge: require some research, analysis, report writing, and presentations; or require special licensing, certification, or registration to perform the job task.

"Headquarters Grant" has the meaning given in Section III.F of this Agreement.

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The "Premises" means the property located at 2025 N. Masch Branch Road, Suite 125, Denton, TX, 76207 at which Grantee intends to establish its North American headquarters.

"Residency Bonus" has the meaning given in Section III.B of this Agreement.

II.
GRANT CONDITIONS

Grantee shall satisfy the following conditions to receive the grant payments from the City provided in Article IV and V, and to avoid termination of this Agreement pursuant to Article VIII:

A. Grantee covenants and agrees with the City that the City's obligations under this Agreement are subject to the fulfillment of the Grantee's obligations under this Agreement, and Grantee hereby agrees to perform and comply with the terms, conditions, and provisions of this Agreement and in all other instruments and agreements, if any, between Grantee and the City with respect to the financial or other incentives provided herein.

B. Grantee exists and is duly authorized and in good standing under the laws of the State of Texas, and shall remain so during the term of this Agreement.

C. In the event of any conflict between the City of Denton Code of Ordinances and federal, state, or other local regulations, and this Agreement, such ordinances and/or regulations shall control.

D. In accordance with Chapter 2264 of the Texas Government Code, Grantee covenants and certifies that Grantee shall not knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in that manner in the United States ("Undocumented Worker"). During the term of this Agreement, Grantee shall notify the City of any complaint brought against Grantee alleging that Grantee has knowingly employed Undocumented Workers. In accordance with section 2264.052 of the Texas Government Code, if Grantee is convicted of a violation of 8 U.S.C. section 1324a(f) for employing an Undocumented Worker, all grant payments shall be terminated, and Grantee shall repay the amount of all grants with interest of ten percent (10%) per annum from the date the grant payment(s) was made. Repayment shall be paid within 120 days after the date Grantee receives notice of such conviction from the City.

E. For the eight (8) years following the Effective Date of this Agreement, Grantee must maintain its North American headquarters and principal place of business within the corporate limits of the City of Denton. For the avoidance of doubt, nothing herein precludes Grantee from maintaining satellite offices in any location, provided the headquarters and principal place of business remain within the corporate limits of the City of Denton.

F. Grantee shall not fail to render for taxation any property located within the City of Denton, nor shall it allow the ad valorem taxes owed to the City on any property owned by the

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Grantee and located within the City of Denton to become delinquent beyond the last day they can be paid without assessment of penalty, as such date is generally extended to allow for any appeal.

G. Grantee shall not allow any other municipal fees, levies, assessments, bills, or fines to become delinquent.

H. Grantee shall not discriminate in employment and contracting based on race, sex, sexual orientation, gender identity, age, disability, creed, color, genetics, or national origin, and shall not violate any applicable anti-discrimination laws in connection with Grantee's business.

I. Grantee agrees to use good faith efforts to purchase and select goods, services, and contractors from businesses located in the City of Denton whenever such goods, services, and contractors are comparable in availability, quality, and price. In the selection of contractors, suppliers, or other persons proposed for work on this Agreement, Grantee agrees to use its good faith efforts to select and employ historically underutilized businesses for work on this Agreement, whenever such vendors are comparable in availability, quality and price; however, Grantee is not required to use such vendors. Grantee is not required to but may submit information related to any good faith efforts as it relates to the local procurement of goods and services or the use of historically underutilized businesses with its annual Certificate of Compliance.

III.
TERMS OF GRANTS

A. The City agrees to provide the Grantee a Job Grant in the amount shown in TABLE V-1 for each new Eligible Job or Knowledge-based Job added in the applicable Coverage Period as shown in TABLE III-1. The total amount of the Job Grant shall not exceed One Hundred Ninety-Four Thousand Dollars ($194,000) over the term of this Agreement. The calculation of the Job Grant payment amount for any Coverage Period as shown in TABLE III-1 and the schedule of payments shall be made in accordance with Articles IV and V.

B. Grantee will create at least 133 new Jobs not later than March 31, 2029, and shall maintain at least 133 Jobs for the remaining term of the Agreement.

C. City will provide a Residency Bonus to Grantee in the amount of $500 for each new Job added that is held by an Established Resident in the applicable Coverage Period as shown in TABLE III-1 if the Grantee provides documentation of such employee's residency in the City of Denton corporate limits during the applicable Coverage Period. A Job is not required to be an Eligible Job to qualify for the Residency Bonus. The total amount of the Residency Bonus shall not exceed Sixteen Thousand Dollars ($16,000) over the term of this Agreement.

D. To receive a Job Grant or Residency Bonus payment for a Coverage Period, the Grantee must submit the annual Certificate of Compliance in a form approved by the City and which contains all information required by this Agreement, along with all documentation required in Section IV.B of this Agreement, on or before the corresponding Certification Due date provided in TABLE III-1 below:

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TABLE III-1	
Coverage Period	**Certification Due**
Year 1	March 31, 2025
Year 2	March 31, 2026
Year 3	March 31, 2027
Year 4	March 31, 2028
Year 5	March 31, 2029

E. If at any time during the term of this Agreement Grantee fails to maintain the total number of Eligible Jobs from all previous Coverage Periods, the Grantee is ineligible for the Job Grant payment until the Eligible Job numbers exceed the level prior to reduction. Only Eligible Jobs added in excess of the highest number of Eligible Jobs which existed prior to the reduction will be considered in the calculation of a Job Grant.

F. The City will provide a Headquarters Grant to Grantee in an amount not to exceed Fifty Thousand Dollars ($50,000) upon Grantee's successful completion of building improvements resulting in receiving a Certificate of Occupancy from the City of Denton for the Premises, and Grantee's successful press release announcing the new North American headquarters in Denton, Texas located at the Premises, subject to the terms of this Agreement. The Grantee may request payment of the Headquarters Grant, or a portion thereof, during the term of this Agreement after the Certificate of Occupancy has been received by Grantee by submitting a written request that includes a copy of the Certificate of Occupancy and the press release. A request for the portion of the Headquarters Grant may be made up to once every six (6) months during the term of this Agreement.

G. The City will provide an Ad Valorem Tax Grant equal to 50% of the City's portion of ad valorem tax of the Business Personal Property on the Premises (excluding inventory, vehicles and supplies, and increases to land value) as determined by the Denton Central Appraisal District (DCAD), paid annually for a period of five (5) years, commencing the first year following receipt by Grantee of the new Certificate of Occupancy after the Base Year, in an amount not to exceed Seventy-Nine Thousand, Five Hundred, Forty-Five Dollars ($79,545.00).

H. The total amount of the Job Grant, Residency Bonus, Headquarters Grant, and Ad Valorem Tax Grant shall not exceed Three Hundred Thirty-Nine Thousand, Five Hundred Forty-Five Dollars ($339,545).

I. The Job Grant, Residency Bonus, and Headquarters Grant provided for in this Agreement shall be subject to annual appropriation by the City Council in the annual budget and the City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas.

Docusign Envelope ID: 60ACA926-656E-4F70-AA00-E0EC56DBE15B

IV.
PAYMENTS OF GRANTS

A. The Headquarters Grant payment, or a portion thereof, will be paid to Grantee within sixty (60) days of City's receipt of the written request for payment of the Headquarters Grant from Grantee with appropriate documentation, provided the other requirements for payment of the Headquarters Grant provided herein have been satisfied.

B. The City will pay the Job Grant and Residency Bonus requested pursuant to the requirements of this Agreement within 60 days of receiving the request, Certificate of Compliance, and the following documentation:

- Annual employment roster from Grantee's payroll systems or other document requested by the City that includes titles of positions, employee address, total salary per employee, total benefits amount paid by the employer per employee and total compensation (Salary + Benefits) amount per employee; and
- The date on which each Job was filled and if Grantee has received a Residency Bonus payment for that Job.

C. The City shall pay the Ad Valorem Tax Grant annually for a period not to exceed five (5) years during the term of this Agreement, with the first payment being due and payable on or before 90 days after the City is in receipt of all City ad valorem taxes due as of January 1st of the year following the calendar year in which a Certificate of Occupancy is issued by the City, for the business personal property category breakdown provided by DCAD.

D. Any grant payment by the City contemplated in this Agreement shall be issued to Enginetech North America Corporation unless an approved assignment occurs under Article XVII herein, and in which case payment shall be directed to the entity assigned rights under this Agreement.

V.
CALCULATION OF INSTALLMENT PAYMENTS

A. The Job Grant for a Coverage Period, if any, shall be calculated by multiplying the number of new Eligible Jobs added in the Coverage Period by the "Grant Amount per Eligible Job" in Table V-1.

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TABLE V-1	
Annual Salary Ranges	**Grant Amount Per Eligible Job**
$65,000 to $74,999.99	$500
$75,000 to $89,999.99	$1,000
$90,000 to $99,999.99	$2,500
$100,000 or greater	$5,000

B. There is no cap on the Job Grant payments for any Coverage Period, so long as the cumulative Job Grant payments do not exceed One Hundred Ninety-Four Thousand Dollars ($194,000) over the term of this Agreement.

C. The Residency Bonus shall be calculated by multiplying the total number of new Jobs established in any Coverage Period which Grantee can successfully demonstrate are held by an Established Resident during the applicable "Coverage Period" by Five Hundred Dollars ($500).

D. There is no cap on the Residency Bonus payment for any Coverage Period so long as the cumulative Residency Bonus payments do not exceed Sixteen Thousand Dollars ($16,000) over the term of this Agreement.

VI.
OTHER GRANTEE OBLIGATIONS

A. Grantee shall deliver to the City before March 31st of each year their written request for incentive payment, if any, the Certificate of Compliance, and any other documentation required by this Agreement or requested by the City, beginning on the year following issuance of the Certificate of Occupancy and each year thereafter during the term of this Agreement. Said written request and required documentation shall reflect all relevant information from the previous calendar year. Grantee shall warrant to the City in its Certificate of Compliance that it is in full compliance with its obligations under this Agreement for the preceding year, unless an approved assignment occurs under Article XVII herein, and in which case payment shall be directed to the entity assigned rights under this Agreement.

B. Grantee shall submit to the City documentation supporting Grantee's request and demonstrating proof of Eligible Jobs, Knowledge-based Jobs, and Residency Jobs in accordance with the terms of this Agreement adequate to justify Grantee's receipt of the Job Grant and Residency Bonus. A failure to provide the supporting documentation by the "Certification Due" date set forth in TABLE III-1, may, in the sole discretion of the City, result in Grantee being ineligible to receive the Job Grant and Residency Bonus for the applicable Coverage Period.

C. A condition of the Ad Valorem Tax Grant is that, by December 31, 2027, Grantee shall have made a capital investment in tangible personal property (excluding inventory, vehicles, and supplies) on the Premises of at least $4,000,000, as determined by DCAD. The City may, in its sole discretion, grant an extension of up to 180 days for the making of the investment. Grantee

Docusign Envelope ID: 60ACA926-656E-4F70-AA00-E0EC56DBE15B

shall maintain the required investment for the term. If the taxable valuation of tangible personal property (excluding inventory, vehicles, and supplies) on the Premises is not at least $4,000,000 there will be no rebate for that tax year.

VII.
AUDITS AND MONITORING

A. During the term of this Agreement, the City reserves the right to conduct audits of the employment records of the Grantee related to this Agreement if, in the sole opinion of the City, such action is determined to be necessary. Grantee agrees upon reasonable advance request to furnish the City with additional records and information reasonably requested to support that the terms and conditions of this Agreement have been satisfied. Failure to provide such assistance shall be grounds for default, and City may withhold any Job Grant, Residency Bonus, and Headquarters Grant payment until such assistance is provided. During the term of this Agreement, the City will keep, or cause to be kept, copies of all documentation or employment records provided by the Grantee, payments made to Grantee, and any other calculations, allocations, and payments required by this Agreement.

B. Grantee shall provide access and authorize inspection of the Property by authorized City representatives for the purpose of ensuring Grantee's compliance with the obligations set forth in this Agreement and to ensure compliance with the conditions precedent to making payments of any Grant. Such inspections shall not unreasonably interfere with Grantee's business activities. Such inspections shall be in addition to, and not in place of, any inspections required by ordinance for construction on the Property and the like.

C. This Article VII shall survive termination of this Agreement for six (6) months.

VIII.
DEFAULT AND TERMINATION

A. If a party fails to perform any of its obligations under this Agreement and such failure is not cured within thirty (30) days after written notice, the failure of the non-performing party to cure within such thirty (30) day period (or to commence and continue diligently to cure such default if the nature of the failure cannot reasonably be cured within 30 days in the exercise of all due diligence) shall constitute a default under this Agreement. A default by Grantee shall entitle the City to all remedies available at law or in equity, including but not limited to, termination of this Agreement, injunctive relief, specific performance, and suspending or withholding Job Grant, Residency Bonus, Headquarters Grant, and Ad Valorem Tax Grant payments. A default by the City shall entitle Grantee as its sole remedy to seek specific performance of the terms of this Agreement.

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B. The Property shall be operated and maintained for the purposes set forth herein except as otherwise authorized or modified by this Agreement. The City shall have the right to terminate the Agreement if the Grantee does not occupy and operate the premises continuously for the purposes set forth in the Agreement for the entire term of the Agreement.

C. If the City terminates this Agreement due to the Grantee's breach pursuant to Section VIII.A above within the first five (5) years of the Effective Date, the Grantee shall, upon demand by City, repay to City the full amounts of any Job Grant, Residency Bonus, or Ad Valorem Tax Grant paid to Grantee for the most recent past Coverage Period for which payment was made as shown in **Table VIII-1**. Repayment of grant payments shall become due 60 days following Grantee's receipt of such demand, and shall accrue interest if overdue at the rate of the lesser of either 10% per annum or the greatest rate which may be charged or collected under applicable law. In the years following the end of the initial five-year recapture period contained herein, Grantee shall refund to City the percentage of the amount of any Job Grant, Residency Bonus, and Ad Valorem Tax Grant payment paid to Grantee in Year 5, as shown in **Table VIII-1** below. The rights of the City to require recapture and demand repayment of grant payments, and the obligation of Grantee to pay such, shall survive termination of the Agreement as shown in Table VIII-1.

TABLE VIII-1

	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**	**Year 6**	**Year 7**	**Year 8**
Refund to City	100%	100%	100%	100%	100%	50%	25%	15%

IX.
INDEMNITY

IT IS UNDERSTOOD AND AGREED THAT GRANTEE IN PERFORMING ITS OBLIGATIONS HEREUNDER IS ACTING INDEPENDENTLY AND THE CITY ASSUMES NO RESPONSIBILITIES OR LIABILITIES IN CONNECTION THEREWITH TO THIRD PARTIES AND GRANTEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL DIRECT AND OUT-OF-POCKET DAMAGES INCURRED BY THE CITY RESULTING FROM CLAIMS, SUITS, AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER BROUGHT BY ANY THIRD PARTY ARISING OUT OF GRANTEE'S OBLIGATIONS HEREUNDER.

X.
REPRESENTATIONS AND WARRANTIES BY THE CITY

The City represents and warrants that:

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A. The City is a home rule Texas municipal corporation that has the power to enter into and has taken all actions to date required to authorize this Agreement and to carry out its obligations hereunder; and

B. This Agreement constitutes a valid and binding obligation of the City, enforceable according to its terms, except to the extent limited by governmental immunity and bankruptcy, insolvency, and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

C. The funds granted by the City are derived from sources lawfully available to the City and are not proceeds of bonds or other obligations of the City payable from ad valorem taxes.

XI.
REPRESENTATIONS AND WARRANTIES BY GRANTEE

Grantee represents and warrants that:

A. Grantee is a Texas corporation duly registered and validly existing under the laws of the State of Texas and is, or will prior to the Effective Date of this Agreement, be qualified to do business in the State of Texas; has the legal capacity and the authority to enter into and perform its obligations under this Agreement; and

B. The execution and delivery of this Agreement and the performance and observance of its terms, conditions and obligations have been duly and validly authorized by all necessary action on its part to enter into this Agreement; and

C. Grantee knows of no litigation, proceeding, initiative, referendum, or investigation or threat of any the same contesting the powers of the City, Grantee or any of its principals or officials with respect to this Agreement that has not been disclosed in writing to the City; and

D. Grantee has the necessary legal ability to perform its obligations under this Agreement and has the necessary financial ability, through borrowing or otherwise, to construct improvements on the portions of the property that Grantee may acquire or improve in accordance with this Agreement. This Agreement constitutes a valid and binding obligation of Grantee, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

XII.
RIGHTS OF LENDERS AND INTERESTED PARTIES

The City is aware that financing for Grantee may be provided, in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders, major tenants, equity partners and purchasers or developers (individually, an "Interested Party" and collectively,

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"Interested Parties"). In the event Grantee fails to perform any of its obligations under this Agreement, all notices to which Grantee is entitled under XVIII of this Agreement shall be provided to the Interested Parties at the same time they are provided to Grantee (provided the Interested Parties have previously been identified to the City and provided their notice addresses to the City). If any Interested Party is permitted under the terms of its agreement with Grantee to cure the event of default and/or to assume Grantee's position with respect to this Agreement, the City agrees to recognize such rights of the Interested Party and to otherwise permit the Interested Party to cure the event of default and to assume all of the rights and obligations of Grantee under this Agreement. The City shall, at any time upon reasonable request by Grantee, provide to any Interested Party an estoppel certificate or other document evidencing that this Agreement is in full force and effect and that no event of default by Grantee exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default). Upon request by any Interested Party, the City will enter into a separate assumption or similar agreement with such Interested Party, consistent with the provisions of Article.

XIII.
COMPLIANCE

This Agreement shall be conditioned upon and subject to compliance with applicable federal, state, and City laws, ordinances, rules, and regulations.

XIV.
NO VESTED RIGHTS

The Grantee shall be subject to all applicable ordinances of the City, whether now existing or in the future arising. This Agreement shall confer no vested rights, as defined and referenced in Chapter 245 of the Texas Local Government Code, as amended, on the Grantee or property where Grantee conducts business. Grantee agrees and acknowledges that this Agreement is not required by the City for the Owner to complete the project described in the Grant Application.

XV.
ENTIRE AGREEMENT; CHANGES AND AMENDMENTS

This Agreement constitutes the entire agreement of the Parties with regard to the subject matter hereof. Except as specifically provided otherwise in this Agreement, any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both Parties to this Agreement.

XVI.
SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the Parties, their respective successors, and assigns. Grantee may assign all or part of its rights and/or obligations in or to or under this Agreement upon written notice to the City of such assignment. The City may execute an amendment to this Agreement evidencing the assignment and the City's execution of said

Docusign Envelope ID: 60ACA926-656E-4F70-AA00-E0EC56DBE15B

amendment to the Agreement shall not be unreasonably withheld or delayed. If an assignee agrees in writing to be bound by the terms and conditions of this Agreement and executes an amendment to this Agreement stating the same, the assignor shall be released as to the obligations assigned but not as to any obligations or liabilities of the assignor to the City that arose prior to the assignment.

XVII.
NOTICE

Any notice and/or statement required or permitted to be delivered shall be deemed delivered five business days after being deposited in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the Parties in writing. Any such notice and/or statement shall also be deemed delivered when delivered by a nationally recognized delivery company (e.g., FedEx or UPS) with evidence of delivery signed by anyone at the delivery address.

If to Grantee:
Enginetech North America Corporation
Attn: Akshay Sardesai
2025 N. Masch Branch Road, Suite 125, Denton, Texas, 76207
Email: ahs@enginetech-northamerica.com

If to the City:
City of Denton
Attn: City Manager
215 E. McKinney
Denton, Texas 76201
Phone: (940) 349-8307

With a copy to:
City of Denton
Attn: City Attorney
215 E. McKinney
Denton, Texas 76201
Phone: (940) 349-8333

XVIII.
APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas. Venue for any action under this Agreement shall be the State's District Court of Denton County, Texas. This Agreement is performable in Denton County, Texas.

XIX.
BENEFIT OF AGREEMENT

This Agreement is executed solely for the benefit of the Parties and their successors and assigns, and nothing in this Agreement is intended to create any rights in favor of or for the benefit of any third party.

XX.
LEGAL CONSTRUCTION/PARTIAL INVALIDITY OF AGREEMENT

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In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid or unenforceable, upon written, mutual agreement of both parties and approval of the City Council, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

XXI.
TERM

This Agreement shall be effective as of the Effective Date. This Agreement will terminate on the earlier to occur of (a) March 31 of the third (3rd) calendar year following the fifth (5th) Coverage Period or (b) the date of termination for default in accordance with Article VIII. After termination of this Agreement, the City shall not be liable to make any further payments to Grantee except, if applicable, payment of the Job Grant, Residency Bonus, or Ad Valorem Grant for "Year 5" as provided in TABLE III-1 for which Grantee is eligible.

EXECUTED and effective as of the _____ day of _____, 2024 ("Effective Date"), by the City signing by and through its City Manager, duly authorized to execute same by action of the City Council, and by Grantee, acting through its duly authorized officials.

CITY OF DENTON, TEXAS

_____
SARA HENSLEY, CITY MANAGER

ATTEST:

_____
LAUREN THODEN, CITY SECRETARY

APPROVED AS TO LEGAL FORM:

Scott Bray
Deputy City Attorney

_____
MACK REINWAND, CITY ATTORNEY

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ENGINETECH NORTH AMERICA CORPORATION

Signed by:

By: _____

7D34081B16164F0...

Its: _____

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

Signed by:

Brittany Sotelo

C4A76D1808B6439...

SIGNATURE

Brittany Sotelo

PRINTED NAME

Director

TITLE

Economic Development

DEPARTMENT

DocuSign

Certificate Of Completion

Envelope Id: 60ACA926656E4F70AA00E0EC56DBE15B
Status: Completed
Subject: Complete with Docusign: Enginetech Agreement Final signed.pdf
Source Envelope:
Document Pages: 14
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Cathy Welborn
901B Texas Street
Denton, TX 76209
cathy.welborn@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
11/25/2024 2:16:56 PM

Holder: Cathy Welborn
cathy.welborn@cityofdenton.com

Location: DocuSign

Signer Events	Signature	Timestamp
Brittany Sotelo brittany.sotelo@cityofdenton.com Director Security Level: Email, Account Authentication (None)	Signed by: Brittany Sotelo C4A76D1808B6439... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 11/25/2024 2:18:30 PM Viewed: 11/25/2024 2:21:37 PM Signed: 11/25/2024 2:28:00 PM

Electronic Record and Signature Disclosure:
Accepted: 11/25/2024 2:21:37 PM
ID: fd597099-2a76-4de7-a9be-8fb82802f384

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2024 2:18:31 PM
Certified Delivered	Security Checked	11/25/2024 2:21:37 PM
Signing Complete	Security Checked	11/25/2024 2:28:00 PM
Completed	Security Checked	11/25/2024 2:28:00 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

DocuSign

Certificate Of Completion

Envelope Id: BBD737999BD242A2A943633D276FE7C0
Status: Completed
Subject: Complete with Docusign: Enginetech Agreement Final.pdf
Source Envelope:
Document Pages: 14
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Vanessa Esparza
901B Texas Street
Denton, TX 76209
vanessa.esparza@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
11/25/2024 10:26:09 AM

Holder: Vanessa Esparza
vanessa.esparza@cityofdenton.com

Location: DocuSign

Signer Events	Signature	Timestamp
Akshay Sardesai ahs@enginetech-northamerica.com CEO Security Level: Email, Account Authentication (None)	Signed by: 7D34081B16164F0... Signature Adoption: Drawn on Device Using IP Address: 174.224.9.224 Signed using mobile	Sent: 11/25/2024 10:32:23 AM Resent: 11/25/2024 12:20:07 PM Resent: 11/25/2024 1:56:59 PM Viewed: 11/25/2024 1:57:29 PM Signed: 11/25/2024 1:57:56 PM

Electronic Record and Signature Disclosure:
Accepted: 11/25/2024 1:57:29 PM
ID: 8da177f9-4479-442f-afff-3b2db98e24f7

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
Brittany Sotelo Brittany.Sotelo@cityofdenton.com Director Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/25/2024 10:32:23 AM Viewed: 11/25/2024 11:22:30 AM

Electronic Record and Signature Disclosure:
Accepted: 11/25/2024 11:20:33 AM
ID: 68235764-303a-4366-b6b4-d248ee055ee5

Brittany Sotelo Brittany.Sotelo@cityofdenton.com Director Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/25/2024 1:57:57 PM

Electronic Record and Signature Disclosure:
Accepted: 11/25/2024 11:20:33 AM
ID: 68235764-303a-4366-b6b4-d248ee055ee5

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2024 10:32:23 AM
Envelope Updated	Security Checked	11/25/2024 10:33:32 AM
Certified Delivered	Security Checked	11/25/2024 1:57:29 PM
Signing Complete	Security Checked	11/25/2024 1:57:56 PM
Completed	Security Checked	11/25/2024 1:57:57 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Denton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Denton:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.
To request paper copies from City of Denton
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
To withdraw your consent with City of Denton
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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

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

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

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

December 3, 2024

Enginetech North America

ECONOMIC DEVELOPMENT INCENTIVE APPLICATION

City Council

Presented by: Brittany Sotelo, Economic Dev. Director
Prepared by: Christina Davis, Business Dev. Administrator

CITY OF DENTON
Office of Economic Development

OBJECTIVE

- Approve an economic development incentive not to exceed $339,545, with Enginetech North America Corporation comprised of an ad valorem tax rebate of 50% for 5 years, a Headquarter-Location Grant for $50,000, and a Jobs-Residence-based grant of $210,000.
- Economic Development Partnership Board approved Nov. 13, 2024.

COMPANY OVERVIEW

- International company based in India with 500+ employees.
- Advanced injection molding manufacturer:
  - Engineer, design, and patent automotive modules.
  - IATF 16949 certified.
  - Global customer base.
- Rapid growth due to their PACCAR partnership and expansion to the US.

DENTON LOCATION

- Denton will be their new North American headquarters, serving Canada, the United States, and Mexico.
- This expansion will create 133 new jobs over 5 years.
- They manufacture injection molded engine parts – the only one in Texas.
- They are part of the Peterbilt supply chain:
  - PACCAR is their largest global customer.
  - Awarded “Zero PPM” Quality award for the last three years by PACCAR.
  - Added three new product contracts last 30 days.

CUSTOMERS

ACE Action Construction Equipment Ltd.	ALSTOM · mobility by nature ·	ASHOK LEYLAND	beml NEW FRONTIERS, NEW DREAMS	CATERPILLAR®	COOPER CORP
CHEVROLET	CNH INDUSTRIAL	Cummins	DAIMLER	ESCORTS	FIAT
FORCE MOTORS	FUSO	Hindustan Motors	ISUZU	ITL SONALIKA GROUP	JCB
KW Australia	KOHLER.	Kubota	Mahindra	MAN	PACCAR
PIAGGIO	STEYRMOTORS	TAFE	TATA MOTORS	VE COMMERCIAL VEHICLES A VOLVO GROUP AND EICHER MOTORS JOINT VENTURE	VOLVO

ID24-2259, 12/03/2024

TIMELINE

- **2016** — Mumbai Conference Met PACCAR
- **2018** — Became PACCAR Vendor
- **2023** — **Summer** Scouting Locations in Texas
- **2023** — **Late Summer** Met with Chamber ED
- **2024** — **July** Met with City Staff
- **2024** — **August** Submitted Incentive Application
- **2024** — **October & November** Negotiate Incentives, Finalized Lease, Submit Building Permits
- **2025** — Goal: Jan 5, 2025 Begin Production

LOCATION: 2025 N. Masch Branch Rd., Ste. 125

INCENTIVE APPLICATION

TOTAL CAPITAL INVESTMENT	IMPROVEMENTS	BUS. PERSONAL PROPERTY	NEW JOBS
$5.9	$200	$5.7	133
Million	Thousand	Million	

INCENTIVE & PROJECT REVENUE GENERATION

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
Proposed Incentive											
50% Abate/Rebate on *BPP* for 5 years	$ 15,909	$ 15,909	$ 15,909	$ 15,909	$ 15,909	$ -	$ -	$ -	$ -	$ -	**$ 79,545**
Headquarters Grant	$ 50,000										**$ 50,000**
Jobs equal to or > than $100,000	$ 30,000	$ 35,000	$ 45,000	$ 15,000	$ 10,000						**$ 135,000**
Jobs equal to $90,000-$99,999	$ 5,000	$ 12,500	-	$ 12,500	-						**$ 30,000**
Jobs equal to $75,000-$89,999	$ 7,000	$ 10,000	$ 7,000	$ 3,000	$ -						**$ 27,000**
Jobs equal to $65,000-$74,999	$ 500	$ 1,000	$ 500	$ -	$ -						**$ 2,000**
Denton Residents	$ 2,500	$ 3,750	$ 6,500	$ 750	$ 2,500						**$ 16,000**
Job Based Grant Subtotal	$ 45,000	$ 62,250	$ 59,000	$ 31,250	$ 12,500						**$ 210,000**
Cumulative Incentive/Total	$ 110,909	$ 189,068	$ 263,977	$ 311,136	$ 339,545	-	-	-	-	-	**$ 339,545**

City Revenue BPP	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Total
50% BPP for 5 years, 100% for 5 years	$ 15,909	$ 15,909	$ 15,909	$ 15,909	$ 15,909	$ 31,819	$ 31,819	$ 31,819	$ 31,819	$ 31,819	**$ 238,640**
Cumulative City Revenue/Total	$ 15,909	$ 31,819	$ 47,728	$ 63,637	$ 79,546	$ 111,365	$ 143,184	$ 175,003	$ 26,822	$ 238,640	

Note: The land and building are not included, as they already exist on the tax rolls.

Project	Current VALUATION	Estimated Increase VALUATION	Current City REVENUE	Estimated Increase to City REVENUE	Estimated Total City REVENUE
Land	$716,780	$0	$4,019	$0	$4,019
Improvements	$2,437,828	$200,000	$13,668	$1,121	$14,790
BPP	$0	$5,675,000	$0	$31,819	$31,819
Total Valuation	**$3,154,608**	**$5,875,000**	**$17,687**	**$32,940**	**$50,628**

JOBS & PAYROLL DETAIL

New Jobs Created Job Type/Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Nbr.	Salary + Benefits Per Job	Annual Payroll + Benefits
Plant Lead / Head	1					1	$182,000	$182,000
Engineering Manager		1	1			2	$175,500	$351,000
Quality Head	1					1	$136,500	$136,500
Accounting Manager	1		3	1		5	$136,500	$682,500
HR Manager	1					1	$136,500	$136,500
Planning / Production Control Manager	1	1	1			3	$130,000	$390,000
Sales Manager		1	2		1	4	$130,000	$520,000
Design Engineer		1	2	2	1	6	$117,000	$702,000
Production Manager : Injection Molding	1	2				3	$110,500	$331,500
Tooling Manager		1				1	$107,250	$107,250
Lean Six Sigma Engineer	1	2				3	$97,500	$292,500
Quality Engineer : In Process	1	3		5		9	$94,250	$848,250
Production Engineer : Injection Molding	3					3	$89,050	$267,150
Maintenance		2	1			3	$84,500	$253,500
Quality Inspector : Pre Despatch	2	4	1			7	$78,000	$546,000
Logisitics Manager	1	2	2			5	$78,000	$390,000
Quality Inspector : Incoming Material		1	2	3		6	$78,000	$468,000
Forklift Driver	1	1	1			3	$78,000	$234,000
Material Handler	1	2	1			4	$71,500	$286,000
Stores Manager	1	1	2	3		7	$58,500	$409,500
Machine Operators	8	14	24		10	56	$58,500	$3,276,000
TOTALS	**25**	**39**	**43**	**14**	**12**	**133**		**$10,810,150**

JOBS GRANT DETAIL

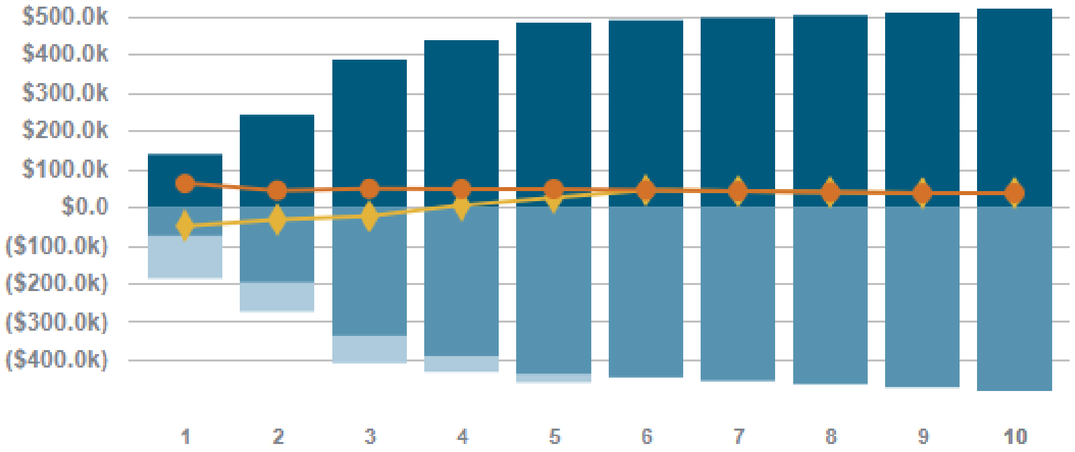
Salary	Grant per New Eligible Job	Eligible Jobs	Grant amount
Jobs equal to or > than $100,000	$ 5,000	27	$ 135,000
Jobs equal to $90,000-$99,999	$ 2,500	12	$ 30,000
Jobs equal to $75,000-$89,999	$ 1,000	27	$ 27,000
Jobs equal to $65,000-$74,999	$ 500	4	$ 2,000
Denton Residents	$ 500	32	$ 16,000
TOTAL		**102**	**$ 210,000**

ECONOMIC IMPACT REPORT

City of Denton

BENEFITS	COSTS	INCENTIVES
$4,197,458	($3,757,770)	($324,205)

NET BENEFITS	NET BENEFITS LESS INCENTIVES
$439,689	$115,484



NET BENEFITS LESS INCENTIVES OVER 10 YEARS

CITY	$115,484
COUNTY	$76,975
SCHOOL DISTRICT	$184,265
TRANSIT DISTRICT	$55,988

JOBS

222.3 Total
133.0 Direct
89.3 Spin-off

CAPITAL INVEST.

$5.9M
Buildings + FF&E

SALARIES

$60,604 Avg
$62,523 Direct
$57,746 Spin-off

RESIDENTIAL DEV.

3.0 Homes
19.8 Relocations

13.6%	6.9 Yrs
Rate of Return	Payback Period

POLICY & PLAN ALIGNMENT

City of Denton Strategic Plan

- Key Focus Area #2: Foster Economic Opportunity and Affordability

Economic Development Strategic Plan

- **Goal 2: Foster Growth**
  - Supply Chain Logistics
  - Advance Manufacturing
  - Research & Development
  - Energy Efficiency and Conservation
  - Green Building Standards
- **Goal 3: Strengthen Community Inclusion**
  - Workforce Collaborative
  - Grow Your Own Talent Initiative

Benefits

- North American Headquarters
- Top 20 Employer
- Global Supply Chain
- Diversify Manufacturing Jobs
- Sustainable Practices
- Potential Future Expansion
- Knowledge Based Jobs
- Grow talent Pipeline
  Educational Partner/Workforce Solutions

CONSIDERATION

- Chapter 380 Grant:
  - Consider adoption of an ordinance approving an economic development agreement under Chapter 380 of the local government code to promote economic development and to stimulate business activity and economic growth of the City of Denton between the City of Denton and Enginetech North America Corporation for a not to exceed amount of $339,545.

QUESTIONS?

Texas Secretary of State Filing Information

Texas Secretary of State
Jane Nelson

UCC | Business Organizations | Trademarks | Notary | Account | Help/Fees | Briefcase | Logout

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	803145247	**Entity Type:**	Domestic For-Profit Corporation
Original Date of Filing:	October 18, 2018	**Entity Status:**	In existence
Formation Date:	N/A		
Tax ID:	32068690968	**FEIN:**	
Duration:	Perpetual		

Name: Enginetech North America Corporation
Address: 19200 VON KARMAN AVE STE 600
IRVINE, CA 92612-8516 USA

REGISTERED AGENT | FILING HISTORY | NAMES | MANAGEMENT

Last Update	Name	Title
March 5, 2024	Akshay Sardesai	President
March 5, 2024	Akshay Sardesai	DIRECTOR

File #: ID 24-2183, **Version:** 1

AGENDA CAPTION

Consider approval of a resolution of the City of Denton exercising its rights and casting votes for membership to the board of directors of the Denton Central Appraisal District; and providing an effective date.

City of Denton

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

AGENDA INFORMATION SHEET

DEPARTMENT: **Finance**

ACM: **Cassey Ogden**

DATE: **December 3, 2024**

SUBJECT

Consider approval of a resolution of the City Council of the City of Denton exercising its rights and casting votes for membership to the Board of Directors of the Denton Central Appraisal District; and providing an effective date.

BACKGROUND

The Denton Central Appraisal District (DCAD) has notified the City that the term for members on the current DCAD Board of Directors expires on December 31, 2024. Therefore, DCAD is seeking nominations from the 61 taxing jurisdictions in the district. The City Council can make up to five nominations for the Board of Directors. Once nominations are received by DCAD, a ballot will be sent to the City. The City Council will then cast their vote to elect Board members at the December 3, 2024 City Council meeting.

During the second special session of the 88th Legislature, the passing of Senate Bill 2 changed the terms and composition of the board. The DCAD Board of Directors will increase from a 5-member board to a 9-member board. The new board composition will include 5 members appointed by the taxing jurisdictions, the Tax Assessor/Collector now serving as a voting member, and 3 publicly elected members. There were no changes made to the nomination and appointment process for taxing jurisdictions. Board members will now serve staggered 4-year terms, instead of 2-year terms for all.

The number of votes a taxing unit has is determined by their proportional share of the total levy in the district from the prior tax year. There is a total of 5,000 votes throughout the district. DCAD has calculated the current votes for the City of Denton totaling 189. The five candidates who receive the largest cumulative vote totals are appointed to the board.

The current Board of Directors is as follows:

Name	Title
Roy Atwood	Chairman – Place 7**
Charles Stafford	Vice Chairman – Place 8**
Ann Pomykal	Secretary – Place 4**
Angie Cox	Member – Place 1
Lisa McEntire	Member – Place 2
Rick Guzman	Member – Place 3
David Terre	Member – Place 5**
Alex Buck	Member – Place 6**
Michelle French	TAC – Member – Place 9*

**Position changed to a voting member in 2024*

*** Current positions being voted*

The following is a summarization of DCAD's nomination & approval process:

Prior to October 1st - DCAD notifies taxing entities of the number of votes they are entitled to cast for appointing board members.

Prior to October 15th - Nominations are submitted to DCAD by each jurisdiction. Each jurisdiction can nominate up to five candidates.

Prior to October 30th - DCAD compiles a comprehensive list of the nominees and forwards to each taxing unit in the form of a ballot.

Prior to December 15th - The taxing jurisdictions choose by written resolution the candidate (s) of their choice. The jurisdiction then submits the name (s) and the votes cast to DCAD.

Prior to December 31st - DCAD tabulates the votes and forwards the results back to the jurisdictions. The five candidates that receive the most votes become the Board of Directors as of January 1st.

Eligibility Guidelines:

The selection process for the Board of Directors is set forth in Section 6.03 of the Property Tax Code. This process is not an "election" governed by the Texas Election Code. It is an independent procedure unique to the property tax system. An appraisal district director must reside in the appraisal district for at least two (2) years immediately preceding the date the member takes office. Most residents are eligible to serve as a director. An individual who is serving on the governing body of a city, county, or school district is eligible to serve as an appraisal district's director. An employee of a taxing unit served by the appraisal district is not eligible to serve as a director. However, if the employee is an elected official, he or she is eligible to serve. Additionally, a person may not serve as a board member if closely related to anyone in the appraisal district if related to anyone who represents owners in the district, or if the person has an interest in a business that contracts with the district or taxing jurisdiction.

EXHIBITS

Exhibit 1 - Agenda Information Sheet
Exhibit 2 - Resolution
Exhibit 3 - DCAD Candidate Memo
Exhibit 4 - 2024 Vote Distribution
Exhibit 5 - Presentation

Respectfully submitted:
Jessica Williams
Chief Financial Officer

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENTON EXERCISING ITS RIGHTS AND CASTING VOTES FOR MEMBERSHIP TO THE BOARD OF DIRECTORS OF THE DENTON CENTRAL APPRAISAL DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Denton is a voting unit of the Denton Central Appraisal District; and

WHEREAS, each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser by close of business on December 13th, 2024, since December 15 falls on a Sunday; and

WHEREAS, when a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot as there is no provision for write in candidates; and

WHEREAS, a voting unit may cast all its votes for one candidate or may distribute the votes among a number of candidates; and

WHEREAS, the City of Denton has a total of 189 votes to cast; and

WHEREAS, the City Council has reviewed the candidates submitted by the nominating units and named on the ballot. NOW THEREFORE;

THE COUNCIL OF THE CITY OF DENTON HEREBY RESOLVES:

SECTION 1. The above recitals are hereby found to be true and correct legislative findings and are incorporated herein in their entirety.

SECTION 2. The City Council of the City of Denton, Texas hereby casts _____votes for _____for membership to the Board of Directors of the Denton Central Appraisal District for the County of Denton, Texas.

SECTION 3. The meeting at which this resolution is considered and voted on as indicated below was open to the public in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

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

The motion to approve this resolution was made by [_____] and seconded by [_____].

This resolution was passed and approved by the following vote [__ – __ – __]:

	Aye	Nay	Abstain	Absent
Mayor 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: Susan Keller Digitally signed by Susan Keller Date: 2024.11.13 09:58:21 -06'00'

Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
www.dentoncad.com

TO: Denton County Taxing Units

FROM: Don Spencer, Chief Appraiser

DATE: October 23, 2024

SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. Since December 15th falls on a Sunday this year, this means resolutions must be received by close of business on Friday, December 13th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2025.

The candidates nominated by the taxing units are:

Candidate	Nominating Unit
1. Rob Altman	***City of Frisco, City of The Colony, Denton County, City of Roanoke Town of Northlake***
2. Henry Benjamin III	***Frisco ISD***
3. Alex Buck	***City of Highland Village, Denton County, City of Lewisville, City of Southlake***
4. Vicki Byrd	***City of Denton***
5. Bryan Dodson	***Frisco ISD***
6. Jared Eutsler	***City of Corinth***
7. Sean Frank	***Frisco ISD***
8. Mike Hennefer	***City of Carrollton, City of The Colony, Denton County, C-FB ISD***
9. Ray Martin	***Town of Providence Village, City of The Colony, City of Corinth, City of Lewisville, City of Coppell, City of Southlake***
10. Ann Pomykal	***Denton County, City of Lewisville, City of Southlake***
11. Sandeep Sharma	***Town of Flower Mound***
12. Charles Stafford	***Denton ISD, City of Denton, City of Southlake, Pilot Point ISD***
13. Osiris Wade	***Frisco ISD***
14. Bruce Yeager	***Ponder ISD***
15. **David Terre	***Nominated by City of Denton*** **Does not desire to be re-elected**

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.

DENTON CENTRAL APPRAISAL DISTRICT

2024 DISTRIBUTION OF VOTES

JURISDICTIONS		2023 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	60,114,589.31	2.1028%	105
S02	AUBREY ISD	34,321,369.54	1.2006%	60
S03	CARROLLTON-FB ISD	59,321,215.50	2.0751%	104
S04	CELINA ISD	3,146,365.81	0.1101%	6
S05	DENTON ISD	363,897,514.29	12.7291%	636
S15	ERA ISD	1,316.27	0.0000%	1
S06	FRISCO ISD	185,710,323.80	6.4962%	325
S07	KRUM ISD	22,973,409.13	0.8036%	40
S08	LAKE DALLAS ISD	38,574,582.69	1.3493%	67
S09	LEWISVILLE ISD	640,496,706.05	22.4046%	1120
S10	LITTLE ELM ISD	99,672,541.66	3.4865%	174
S11	NORTHWEST ISD	211,182,352.68	7.3872%	369
S12	PILOT POINT ISD	12,242,011.09	0.4282%	21
S13	PONDER ISD	16,192,375.42	0.5664%	28
S17	PROSPER ISD	44,883,909.88	1.5700%	79
S14	SANGER ISD	25,430,897.51	0.8896%	44
S16	SLIDELL ISD	752,781.09	0.0263%	1
SCHOOL DISTRICTS TOTALS		$1,818,914,261.72	63.626%	3182
G01	DENTON COUNTY	$332,669,895.73	11.64%	582
CITIES:				
C26	TOWN OF ARGYLE	4,743,192.10	0.1659%	8
C01	CITY OF AUBREY	4,743,753.36	0.1659%	8
C31	TOWN OF BARTONVILLE	1,098,332.46	0.0384%	2
C02	CITY OF CARROLLTON	66,820,813.21	2.3374%	117
C49	CITY OF CELINA	5,780,996.55	0.2022%	10
C03	CITY OF THE COLONY	49,370,888.63	1.7270%	86
C21	TOWN OF COPPELL	1,189,865.11	0.0416%	2
C27	TOWN OF COPPER CANYON	1,486,063.82	0.0520%	3
C04	CITY OF CORINTH	17,538,879.40	0.6135%	31
C20	CITY OF DALLAS	17,277,441.44	0.6044%	30
C05	CITY OF DENTON	107,856,823.32	3.7728%	189
C42	CITY OF DISH	214,089.77	0.0075%	1
C30	TOWN OF DOUBLE OAK	1,236,380.77	0.0432%	2
C47	TOWN OF CORRAL CITY	19,122.17	0.0007%	1
C07	TOWN OF FLOWER MOUND	59,647,226.67	2.0865%	104
C36	CITY OF FORT WORTH	43,511,254.84	1.5220%	75
C32	CITY OF FRISCO	77,125,010.53	2.6978%	135
C39	CITY OF GRAPEVINE	353.40	0.0000%	1
C22	TOWN OF HACKBERRY	215,931.00	0.0076%	1
C38	CITY OF HASLET	4,273.59	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,513,775.76	0.0879%	4
C08	CITY OF HIGHLAND VILLAGE	16,016,996.76	0.5603%	28
C09	CITY OF JUSTIN	6,157,278.77	0.2154%	10
C18	CITY OF KRUGERVILLE	1,306,852.91	0.0457%	2
C10	CITY OF KRUM	4,569,621.33	0.1598%	8
C11	CITY OF LAKE DALLAS	4,221,993.88	0.1477%	7
C25	CITY OF LAKEWOOD VILLAGE	676,945.12	0.0237%	1
C12	CITY OF LEWISVILLE	87,690,250.13	3.0674%	153
C13	TOWN OF LITTLE ELM	45,921,404.02	1.6063%	80
C45	CITY OF NEW FAIRVIEW	57,369.53	0.0020%	1
C33	TOWN OF NORTHLAKE	8,206,500.28	0.2871%	14
C24	CITY OF OAK POINT	4,480,417.82	0.1567%	8
C14	CITY OF PILOT POINT	4,286,872.10	0.1500%	8
C29	CITY OF PLANO	7,098,097.71	0.2483%	11
C15	TOWN OF PONDER	2,180,652.92	0.0763%	3
C48	CITY OF PROSPER	12,225,453.38	0.4276%	20
C51	TOWN OF PROVIDENCE VILLAGE	5,459,672.92	0.1910%	10
C17	CITY OF ROANOKE	11,368,927.41	0.3977%	20
C16	CITY OF SANGER	8,914,071.23	0.3118%	15
C34	TOWN OF SHADY SHORES	1,555,153.67	0.0544%	2
C37	CITY OF SOUTHLAKE	824,974.30	0.0289%	1
C28	CITY OF TROPHY CLUB	11,354,591.12	0.3972%	20
C44	TOWN OF WESTLAKE	220,870.82	0.0077%	1
CITY TOTAL		$707,189,436.03	24.74%	1236
TOTAL ALL JURISDICTIONS		$2,858,773,593.48	100.00%	5000

Denton Central Appraisal District

Board of Directors Vote

Vis Bouaphanthavong

Assistant Director of Finance

DCAD Board of Directors

- The Board of Directors Role in the Property Tax System
  - The local property tax system follows the principle of checks and balances. An appraisal district board of directors hires the chief appraiser and sets the budget. The directors have no authority to set values or appraisal methods. The chief appraiser carries out the appraisal district's legal duties, hires the staff, makes the appraisals and operates the appraisal office.

- Current Board of Directors and Vacancies

Name	Title
Voting	Chairman – Place 7
Voting	Vice Chairman – Place 8
Voting	Secretary – Place 4
Angie Cox	Member – Place 1
Lisa McEntire	Member – Place 2
Rick Guzman	Member – Place 3
Voting	Member – Place 5
Voting	Member – Place 6
Michelle French	TAC – Member – Place 9

Background & Nominees

- Board members will serve staggered four-year terms, fully effective for all board members as of January 2028

- Board of Directors currently has a 9-member board, with 5 members appointed by the taxing jurisdictions.
  - Tax Assessor will serve as voting member
  - 3 publicly elected members

- Current Board term expires on December 31, 2024.

- As of September 24, 2024, Denton City Council nominated the following individuals:
  - Vicki Byrd
  - Charles Stafford
  - *David Terre**

DCAD Board of Director Nominees
Rob Altman
Henry Benjamin III
Alex Buck
Vicki Byrd
Bryan Dodson
Jared Eutsler
Sean Frank
Mike Hennefer
Ray Martin
Ann Pomykal
Sandeep Sharma
Charles Stafford
Osiris Wade
Bruce Yeager
David Terre*

DCAD Board Voting

- December 15th, 2024 – Jurisdictions must submit a written resolution to DCAD with the candidate(s) of their choosing and allocated votes
- Votes will be submitted by December 13th, as the 15th falls on a Sunday.
  - Total Votes for 2024 all Tax Units = 5,000
  - City of Denton Votes = **189**

- December 31st, 2024 – DCAD will count votes and forward results to the tax jurisdictions
  - Board Members will serve effective January 1st, 2025

Nomination & Voting Process

- ~~**Prior to October 1st**~~ – DCAD Notifies taxing entities of the number of votes they are entitled to cast for appointing board member.
- ~~**Prior to October 15th**~~ – Nominations are submitted to DCAD by each jurisdiction. Each jurisdiction can nominate up to five (5) candidates.
- ~~**Prior to October 30th**~~ – DCAD compiles a comprehensive list of the nominees and forward to each taxing unit in the form of a ballot.
- **Prior to December 15th** – The taxing jurisdictions choose by written resolution the candidate(s) of their choice. The jurisdiction then submits the name(s) and the votes cast to DCAD.
- **Prior to December 31st** – DCAD tabulates the votes and forwards the results back to the jurisdictions. The five candidates that receive the most votes become the Board of Directors as of January 1st.

Questions