



**CITY OF DENISON  
CITY COUNCIL MEETING  
AGENDA**

**Monday, January 6, 2025**

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on **Monday, January 6, 2025, at 6:00 PM** in the Council Chambers at City Hall, 300 W. Main Street, Denison, Texas at which the following items will be considered:

**1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE**

**2. PUBLIC COMMENTS**

Citizens may speak on action items listed on the Agenda. A “Request to Speak Card” should be completed and returned to the City Clerk upon arrival, prior to the Council reaching the Public Comment section of the agenda. Citizen comments are limited to three (3) minutes, unless otherwise required by law. Comments related to the Public Hearings listed below, will be heard when the specific hearing starts.

**3. CONSENT AGENDA**

- A. Receive a report, hold a discussion and take action on approving the Minutes from the regular City Council Meeting held on December 16, 2024.
- B. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from the Davis Family Revocable Trust for property located at 439 Snow Road, Denison, Texas more particularly described as G-1311 Wright Williams A-G1311, acres 5.0, GCAD Property ID No. 113344.
- C. Receive a report, hold a discussion and take action on an ordinance changing the name of the Mini Park located at 500 W. Morton Street to Old Town Park.
- D. Receive a report, hold a discussion, and take action on renewing the contract (Contract No 2024-0160) with Brightview Landscape Services, Inc. for the Right of Way Mowing and Maintenance Program, and authorize the Interim City Manager to execute the same.
- E. Receive a report, hold a discussion, and take action on renewing the contract (Contract No 2024-0158) with Dyna-Mist Construction Company for the Texoma Health Foundation (THF) Park Mowing and Maintenance Program, and authorize the Interim City Manager to execute the same.
- F. Receive a report, hold a discussion, and take action on entering into an Agreement (Contract No. 2024-0157) via Sparklight Business for Internet Service on Month-to-

Month terms in the amount of \$445.95 (per month) and authorize the Interim City Manager to execute the same.

G. Receive a report, hold a discussion and take action on a resolution authorizing the Interim City Manager to execute Interlocal Agreements with other political subdivisions for radio core services.

H. Receive a report, hold a discussion and take action on the reappointment of Ken Brawley and Kristofor Spiegel to the Greater Texoma Utility Authority Board of Directors, each to serve a two-year term effective January 1, 2025.

#### **4. PUBLIC HEARINGS**

A. Receive a report, hold a discussion, conduct a public hearing, and take action on a resolution for the Creation of a Public Improvement District within the Corporate Limits of the City of Denison, Texas for the creation of the Preston Harbor Public Improvement District.

B. Receive a report, hold a discussion and conduct a public hearing and receive testimony from the Neighborhood Services Manager on the unsafe condition of the posted structures at 1927 W. Johnson St. and take action. After the conclusion of the public hearing, the Council may issue an order authorized by Chapter 214 of the Texas Local Government, including but not limited to securing the building from entry, or the repair, vacation, removal or demolition of the structures and may assess civil penalties.

#### **5. ITEMS FOR INDIVIDUAL CONSIDERATION**

A. Receive a report, hold a discussion and take action on Contract No. 2024-0154 for \$55,000 with Kimley-Horn for GIS support and authorize the Interim City Manager to execute all related documents.

B. Receive a report, hold a discussion and take action on a resolution authorizing the Mayor to provide a foreign trade zone support letter to any business located within the City of Denison upon request.

#### **6. PROJECT UPDATES**

A. Receive a report and hold a discussion on repealing Section 18-138 regarding public access to Randell Lake.

#### **7. EXECUTIVE SESSION**

Pursuant to Chapter 551, *Texas Government Code*, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting to receive legal advice from its attorney on any posted agenda item as permitted by law or to discuss the following:

A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.

- B. Discuss the possible purchase, exchange, lease or sale value of real property (public discussion of such would not be in the best interests of the City's bargaining position). Section 551.072.
- C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.
- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.**
  - 1. Interim City Manager Annual Review.
- E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087.
- F. Discuss the deployment or specific occasions for implementation of security personnel or devices. Section 551.076.
- G. Deliberations regarding economic development negotiations pursuant to Section 551.087.

Following the closed Executive Session, the Council will reconvene in open and public session and take any such action as may be desirable or necessary as a result of the closed deliberations.

#### CERTIFICATION

I do hereby certify that a copy of this Notice of Meeting was posted on the front window of City Hall readily accessible to the general public at all times and posted on the City of Denison website on the 3<sup>rd</sup> day of January 2025, before 6:00 PM.

\_\_\_\_\_  
Christine Wallentine, City Clerk

In compliance with the Americans With Disabilities Act, the City of Denison will provide for reasonable accommodations for persons attending City Council meeting. To better serve you, requests should be received 48 hours prior to the meetings. Please contact the City Clerk's Office at [903-465-2720](tel:903-465-2720), Ext: 2437.



**CITY OF DENISON  
CITY COUNCIL MEETING  
MINUTES**

**Monday, December 16, 2024**

Announce the presence of a quorum.

Mayor Robert Crawley called the meeting to order at 6:00 p.m. Council Members present were Mayor Pro Tem Teresa Adams, Michael Courtright, James Thorne, Josh Massey, Spence Redwine and Aaron Thomas. Staff present were Interim City Manager, Bobby Atteberry, City Attorney, Julie Fort, Assistant City Manager, Renee Waggoner, City Clerk, Christine Wallentine and Deputy City Clerk, Karen Avery. Department Directors and members of the media were also present.

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Corey Battle, Pastor of Great Commission Baptist Church of Denison gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by Police Chief, Mike Gudgel.

2. PROCLAMATIONS AND PRESENTATION

A. Team of the Year Presentation.

Mayor Robert Crawley announced that Chief Gudgel would be presenting the first ever Team of the Year Award to the Communications/Dispatch Team. Chief Gudgel came forward along with members of the Denison Police Department's Communications Team. Chief Gudgel stated it was his honor to recognize the exceptional achievements of the Denison Police Department's Public Safety Communications Team, recipients of this year's Team of the Year award. This distinction is not just a reflection of their work, but a testament to their unwavering dedication to excellence in public safety. They earned this recognition through exceptional professionalism and serve as the critical lifeline between citizens in distress and first responders who answer those calls. Their calm demeanor, quick thinking and precision saves lives every day and their adaptability under pressure in high stakes emergencies. They handle a staggering volume of calls with remarkable composure, ensuring seamless coordination between multiple agencies and first responders. Team cohesion! Their success stems from their unity as a team. They demonstrate mutual trust, clear communication and shared accountability, which enhances their efficiency and reliability. The impact of their efforts is immeasurable, from assisting in critical medical emergencies to coordinating responses to complex public safety incidents. This team has directly contributed to making Denison a safer and more secure community. Winning the Team of the Year Award is a fitting acknowledgement of their extraordinary contributions, but beyond the award, this team deserves our gratitude for their tireless commitment to a job that often goes unnoticed yet is vital to the fabric of this

community. To the Public Safety Communications Team, your work embodies the highest standards of public service. On behalf of the Denison Police Department and the City of Denison, thank you for your dedication, resilience and unwavering commitment to excellence. They truly deserve this honor!

3. PUBLIC COMMENTS

Mayor Crawley called for any public comments at this time and reminded those wanting to comment of the guidelines established by the City Council. Christine Wallentine, City Clerk, confirmed there was one Request to Speak Card received by this point in the meeting related to Item 6.C. on the agenda under Items for Individual Consideration. Mayor Crawley announced these comments would be taken up by the Council when the item is introduced.

4. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on December 2, 2024.
- B. Receive a report, hold a discussion and take action on supporting the adoption of the Denison Youth Diversion Program in compliance with House Bill 3186, effective January 1, 2025.
- C. Receive a report, hold a discussion and take action on a resolution adopting the Public Improvement District Policy for the City of Denison.
- D. Receive a report, hold a discussion and take action on the reappointment of John Mabary to the Civil Service Commission.
- E. Receive a report, hold a discussion and take action on the reappointment of Rhonda McClure, Todd Gruhn, Kody Emmons and Jennifer Hardy, and the appointment of Brian Hander as a new member, to the Denison Public Library Advisory Board, each to serve a two-year term effective January 1, 2025, through December 31, 2026.
- F. Receive a report, hold a discussion and take action on the appointment of Corbin Boettger, Staci Schneider, and Trisa Dyer as new members to the Denison Sister Cities Inc. Board of Directors.
- G. Receive a report, hold a discussion and take action on the reappointment of Brandi Burkhalter and Natalie Popplewell, and the appointment of Kathryn Pickens as a new member, to the Convention and Visitors Bureau Advisory Board.
- H. Receive a report, hold a discussion, and take action on the reappointment of Horace Groff and the appointment of Mark McKinney and Teresa Adams to the Cemetery Advisory Board, each serving a two-year term ending September 30, 2026.
- I. Receive a report, hold a discussion and take action on the reappointment of Charles Shearer, as a regular member, and Kurt Cichowski as a new regular member to the Planning and Zoning Commission, to serve a two-year term effective January 1, 2025.

- J. Receive a report, hold a discussion and take action on the appointment of Colby McClatchy as a regular member, to the Zoning Board of Adjustments and Appeals, to serve an unexpired open vacancy effective upon appointment, December 16, 2024.
- K. Receive a report, hold a discussion and take action on the reappointment of Zac Duce and Wendy Acosta, and the appointment of Rebecca Ingram, Mitchell Laman, Kathryn Pickens and Lucas Ridley as new members to the Main Street Advisory Board each to fill a two-year term commencing on January 1, 2025.
- L. Receive a report, hold a discussion and take action on the reappointment of Zac Duce and Wendy Acosta, and the appointment of Rebecca Ingram, Kathryn Pickens, and Lucas Ridley as new members to the Main Street Inc. Board of Directors each to serve a two-year term commencing January 1, 2025.
- M. Receive a report, hold a discussion and take action on the reappointment of Kurt Cichowski and the appointment of John Zapata as a new member to the Historic Preservation Board each to serve a two-year term commencing on January 1, 2025.
- N. Receive a report, hold a discussion and take action on the appointment of Donna Evans, Stephanie Phillips and Rodney Wilson as new members to the Community Development Block Grant Steering Committee.
- O. Receive a report, hold a discussion, and take action on a Resolution accepting the Petition for Preston Harbor Public Improvement District and authorizing the public hearing date for the January 6, 2025, City Council Meeting to consider the creation of the Preston Harbor Public Improvement District.

#### Council Action

On motion by Council Member Redwine, seconded by Council Member Thorne, the City Council unanimously approved Resolution No. 4179, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS ADOPTING A PUBLIC IMPROVEMENT DISTRICT POLICY OF THE CITY OF DENISON, TEXAS; PROVIDING A SAVINGS AND REPEAL CLAUSE; AND PROVIDING AN EFFECTIVE DATE"; Resolution No. 4180, "RESOLUTION BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS ACCEPTING A PETITION CONCERNING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAWS; APPROVING AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING REGARDING THE POSSIBLE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH"; and the rest of the Consent Agenda as presented.

#### 5. PUBLIC HEARINGS

- A. Receive a report, hold a discussion and take action on the 2023 - 2024 Consolidated Annual Performance and Evaluation Report (CAPER).

Council Action

Robert Lay, Neighborhood Services Manager, reported the Consolidated Annual Performance Evaluation Report (CAPER) is required by Housing and Urban Development (HUD) annually. It is essentially City's report card back to them of how the City expended funding through the Community Development Block Grant Program. Before the City can submit the report back to HUD, it is required to have a public hearing and have a public comment period. At this time, staff has had no public comments. Mr. Lay then provided a recap of how the CDBG funding for the \$278,871.00 allocated funds was spent for Program Year 2023-2024:

- \$189,776 – Section 108 Loan Repayment (street overlay in 2017)
- \$ 33,465 – Emergency Repair Program (7 projects completed)
- \$ 28,000 – Code Enforcement
- \$ 27,630 – Program Administration

Staff recommends approval of the CAPER pending final public comment.

Council Member Massey asked if there are any surplus funds left at the end of the year if these could be rolled over, or if the City is required to refund any surplus funds. Mr. Lay responded there are no left over funds as the City uses everything allocated for the year, but if there were any surplus funds, they could be rolled over into the next program year.

Mayor Crawley then opened the public hearing and asked if there was anyone present who wished to speak on this agenda item, to which there were none. With that, the Mayor closed the public hearing.

On motion by Mayor Pro Tem Adams, seconded by Council Member Thomas, the City Council unanimously approved the 2023 - 2024 Consolidated Annual Performance and Evaluation Report (CAPER) pending final public comment.

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion, and take action on an Ordinance adopting the annexation of a tract of land known as the portion of Theresa Drive, beginning at the intersection of State Spur 503 and Theresa Drive and ending at the intersection of FM 691 and Theresa Drive, and any additional adjacent right-of-way, Grayson County, Texas. (Case No. 2024-15A)

Council Action

Mary Tate, Director of Development Services, reminded the City Council that at their November 18, 2024, meeting, Ms. Dianne York, Planner, asked them to conduct two public hearings that were statutorily required for this annexation. Tonight, staff is requesting the City Council formally adopt the ordinance to do so. As Mayor Crawley said, this is right of way from the intersection of FM 691 and Theresa Lane all the way down to State SPUR

503 and Theresa Lane and any adjacent right of way. At this time, staff is requesting action to adopt the annexation ordinance.

There was no discussion or questions from the City Council.

On motion by Council Member Courtright, seconded by Council Member Redwine, the City Council unanimously approved Ordinance No. 5370, "AN ORDINANCE OF THE CITY OF DENISON, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DENISON, TEXAS, TO WIT: OVER AND ACROSS THE EXISTING ROADWAY RIGHT-OF-WAY OVER AND ACROSS THERESA DRIVE AND ADDITIONAL ADJACENT RIGHT-OF-WAY, MORE COMMONLY KNOWN AS THE ROADWAY RIGHT-OF-WAY THE PORTION OF THERESA DRIVE BEGINNING AT THE INTERSECTION OF STATE SPUR 503 AND THERESA DRIVE, AND ENDING AT THE INTERSECTION OF FM 691 AND THERESA DRIVE, ALONG WITH ANY ADDITIONAL ADJACENT RIGHT-OF-WAY, GRAYSON COUNTY, TEXAS; BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF DENISON, TEXAS; PROVIDING CUMULATIVE REPEALING, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW."

- B. Receive a report, hold a discussion and take action on a Contract (Contract No. 2024-0159) authorizing SYB Construction to perform work at Loy Lake Dam in an amount not to exceed \$500,000 and authorize the Interim City Manager to execute all related documents.

#### Council Action

Fanchon Stearns, CIP/Engineering Manager, reported that the City entered into a contract with Purkypile Engineering earlier this year for some work at Loy Lake Dam. The City is required to maintain a current emergency action plan for the dam. One hasn't been done in a while, so it's time to do that, along with some hydraulic modeling for the lake. Staff was able to get in and do some clearing at the toe of the dam so that they could have better access, and two wet spots were discovered. The engineer asked the City to do some additional investigation. One spot turned out just to be surface water. The other spot does appear to be hydrologically connected to Loy Lake. This project will pay to construct a fix. It's basically just a big French drain that will draw that water away from the toe of the dam, better protecting the dam.

There was no discussion or questions from the City Council.

On motion by Council Member Thomas, seconded by Council Member Massey, the City Council unanimously approved a Contract (Contract No. 2024-0159) authorizing SYB Construction to perform work at Loy Lake Dam in an amount not to exceed \$500,000 and authorized the Interim City Manager to execute all related documents.

Prior to announcing Item C below, Mayor Crawley jumped to the Project Update below regarding the parking study and called Ms. Dow to the podium.

- C. Receive a report, hold a discussion, and take action on the Second Amendment to Preston Harbor 2023 Development Agreement between the City of Denison, Texas, Waterfall Development Partners, LP, Preston Harbour, L.P. and Preston Harbor Homeplace, L.P. and authorize the Interim City Manager to execute the same.

#### Council Action

Julie Fort, City Attorney, reminded the Council that earlier this year, we did a First Amendment to the Development Agreement to address the structuring of Tax Increment Reinvestment Zone (TIRZ) financing. The developer now has under contract to sell a little over 1,000 acres to another developer who will develop the lots and cause the homes to be built. They are proposing to use some Public Improvement District (PID) financing in construction with the TIRZ. So, the second amendment is to acknowledge the use of the PID financing and how the TIRZ will interact with the PID.

Mayor Crawley then called Mr. David Craig, President of Craig International, to the podium to provide a little more information about this ongoing project in the Denison northwest quarter quadrant. Mr. Craig stated tonight was a big night for him, and should be for the City as well, because they are taking the next step with this second amendment to the development agreement. It allows them to get started in a matter of months, which is very exciting. It has been many, many years in the making. Mr. Craig was very complimentary of City staff and said they have done a fabulous job and worked really hard to get here. Mr. Craig said he has been negotiating since April of 2023, and in the last eight months with one of the best developers he knows in the entire State of Texas that delivers more lots than any other company in the State of Texas. That is Mr. Murdad Moayedi of Centurion America. Mr. Craig then had Mr. Moayedi, and his team stand up and be recognized. Their team has come out in force, and they have all been working hard. Mr. Craig wanted the Council to see their team presence here and stated they are ready to get started. Mr. Craig again thanked staff and said he would appreciate the City Council's favorable consideration of the second amendment to the development agreement.

At this time, Mayor Crawley announced the City Council would convene into Executive Session pursuant to Section 8.A.1. below. The City Council convened into Executive Session at 6:30 p.m. The City Council then reconvened into Regular Session at 6:49 p.m. and took the following action on Item C. above:

On motion by Mayor Pro Tem Adams, seconded by Council Member Thomas, the City Council unanimously approved the Second Amendment to Preston Harbor 2023 Development Agreement between the City of Denison, Texas, Waterfall Development Partners, LP, Preston Harbour, L.P. and Preston Harbor Homeplace, L.P., and authorized

the Interim City Manager to execute the same, subject to the concept plan matching the zoning and subject to final review of the Interim City Manager and the City Attorney.

7. PROJECT UPDATES

- A. Receive a report and hold a discussion regarding the downtown parking study.

Council Action

Donna Dow, Main Street Director, stated a parking study was done this year. Ms. Dow provided a slide showing the area that was studied, which goes from Gandy to Albertsons and includes public engagement as well. There was an online survey and in person engagement. There was also some observations made to determine parking trends. There was an engagement booth set up at Music on Main on the evening of Friday, June 14. Ms. Dow provided information on parking spaces both private and public parking. There is a total of 2,720 parking spaces, with 56% of them being public. 43% of our downtown parking is off street, private parking, and 39% is on street parking which is on Main Street or the side streets. 18% of the off-street parking is public in either a City owned or leased lot. The survey also measured effectively full parking based on a national standard and we did not meet this at any time. We got near it two different times, one of which was during the Doc Holliday Festival and the other time was during Battle of the Axe. These are two of the City's larger events. Of course, we did not monitor all the days or all the events and did not get Fall Festival and things like this as it did not fall within the survey time frame. The study also showed parking that was not used and what it would take to get there. Ms. Dow also provided a slide which showed the temperature of the people and how they feel about parking. This was positive and there were not many people that had an unfavorable view to our parking. There were 651 participants in the survey, broken down by zip code with a majority being from Denison, in either the 75020 or 75021 zip code. There were twelve questions on the survey and a 100% completion rate. There was also an open-ended question where participants could answer what they wanted to and some of the comments we had show they wanted to talk about more parking or a parking garage. There was much opposition to any sort of paid parking or enforcement of time limits. What was recommended following the survey results was better way finding signage, cleaner signage with a branding effort. This is something the Main Street Department will do immediately. Ms. Dow also showed some of the proposed signage as well as the proposed lot names, which was also a recommendation based on the study. All of the name proposals for the lots are related to the train.

There was no discussion or questions from the City Council.

No action taken. Informational presentation only.

At this time, Mayor Crawley announced Item 6.C. above and called upon Ms. Julie Fort, City Attorney, to come to the podium to provide a staff report on this agenda item.

8. EXECUTIVE SESSION

The Council then adjourned into Executive Session to discuss Item 8.A.1. below at 6:30 p.m., and again at 6:51 p.m. to discuss Item 8.D.1 and Item 8.D.2., pursuant the Chapter 551, Texas Government Code, in accordance with the Authority:

**A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.**

1. Confer with City Attorney regarding Second Amendment to Preston Harbor Development Agreement.

B. Discuss the possible purchase, exchange, lease, or sale value of real property (public discussion of such would not be in the best interests of the City's bargaining position). Section 551.072.

C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.

**D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.**

1. Municipal Judge Annual Review.
2. Municipal Judge Reappointments.

E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087.

F. Discuss the deployment or specific occasions for implementation of security personnel or devices. Section 551.076.

G. Deliberations regarding economic development negotiations pursuant to Section 551.087.

RECONVENE INTO REGULAR SESSION

The Council reconvened into Regular Session at 6:49 p.m. regarding Item 8.A.1. Mayor Crawley stated the City Council would now take up Item 6.C. above. The City Council reconvened into Regular Session at 7:07 p.m. regarding Item 8.D.1 and Item 8.D.2.

**A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.**

1. Confer with City Attorney regarding Second Amendment to Preston Harbor Development Agreement.

Council Action

See Item 6.C. under Items for Individual Consideration.

- B. Discuss the possible purchase, exchange, lease, or sale value of real property (public discussion of such would not be in the best interests of the City's bargaining position). Section 551.072.
- C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.
- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.
  1. Municipal Judge Annual Review.

Council Action

On motion by Mayor Pro Tem Adams, seconded by Council Member Courtright, the City Council unanimously approved at 4% increase for Presiding Judge, Donald Banman, effective with the first pay cycle of January 2025.

2. Municipal Judge Reappointments.

Council Action

On motion by Mayor Pro Tem Adams, seconded by Council Member Redwine, the City Council unanimously approved the reappointment of Presiding Judge, Donald Banman, and Alternative Judge, Stephen Feil, each to serve a two-year term effective January 1, 2025.

- E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087.
- F. Discuss the deployment or specific occasions for implementation of security personnel or devices. Section 551.076.
- G. Deliberations regarding economic development negotiations pursuant to Section 551.087.

There being no further business to come before the Council, the meeting was adjourned at 7:10 p.m.

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ROBERT CRAWLEY, Mayor

ATTEST:

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Christine Wallentine, City Clerk

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from the Davis Family Revocable Trust for property located at 439 Snow Road, Denison, Texas more particularly described as G-1311 Wright Williams A-G1311, acres 5.0, GCAD Property ID No. 113344.

## Staff Contact

Julie Fort, City Attorney  
(972) 668-6400

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## Summary

- On December 10, 2024, the City of Denison City Clerk’s office received a petition by landowner the Davis Family Revocable Trust for release from the extraterritorial jurisdiction (“ETJ”).
- The petition includes approximately 5 acres located at 439 Snow Road, Denison, Texas, more particularly described as G-1311 Wright Williams A-G1311, GCAD Property ID No. 113344.
- Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City’s grant of legislative discretion under Local Government Code Section 42.023.
- The validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

## Staff Recommendation

Staff recommends denial of the ETJ release petition.

## Recommended Motion

“I move to deny the Davis Family Revocable Trust Petition to remove property from the City of Denison’s extraterritorial jurisdiction located at 439 Snow Road, Denison, Texas more particularly described as G-1311 Wright Williams A-G1311, acres 5.0, GCAD Property ID No. 113344, because Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City of Denison’s grant of legislative discretion under Local Government Code Section 42.023. The City of Denison does not consent to removal of property from its ETJ.”

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## Background Information and Analysis

On December 10, 2024, the City of Denison City Clerk’s office received a petition by landowner the Davis Family Revocable Trust for release from the extraterritorial jurisdiction (“ETJ”). The petition includes approximately 5 acres more particularly described as G-1311 Wright Williams A-G1311, acres 5.0, GCAD Property ID No. 113344. Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City’s grant of legislative discretion under Local Government Code Section 42.023. The City does not consent to removal of property from its ETJ.

Additionally, the validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

**Financial Considerations**

None.

**Prior Board or Council Action**

The City Council has denied previously filed petitions.

**Alternatives**

The City Council may table the item or approve the release petition.

December 4, 2024

Davis Family Revocable Trust  
5950 Sherry Lane, Suite 550  
Dallas, Texas 75225

RECEIVED IN THE OFFICE  
OF THE CITY CLERK  
DEC 10 2024

***By US Mail Certified, Return Receipt Requested***

City Secretary  
300 W Main Street  
Denison, Texas 75020

Re: 439 Snow Road, Denison, Texas 75021  
GCAD Parcel 113344  
Petition for Release from Extraterritorial Jurisdiction

Dear City Secretary,

On behalf of the Davis Family Revocable Trust, please file the enclosed Petition by Landowners for Release from Extraterritorial Jurisdiction.

Please return a time stamped copy of the Petition by Landowners for Release from Extraterritorial Jurisdiction to the Davis Family Revocable Trust at the above address and to my attention.

Please present the petition to the City Council for consideration.

Thank you for your assistance. If you have any questions regarding this matter, please contact me at your convenience at 214-378-7506.

Sincerely,



Kirk McKinnon

**PETITION BY LANDOWNERS FOR RELEASE FROM  
EXTRATERRITORIAL JURISDICTION**

TO THE MAYOR OF THE GOVERNING BODY OF DENISON, TEXAS:

Pursuant to Texas Local Government Code Sections 42.102 et seq., the undersigned owners petition your honorable Body for the release of land located in the extraterritorial jurisdiction of the City of Denison, Texas.

This request includes the following property of approximately 5 acres of land, consisting of portions of GCAD Property ID 113344, to the full extent that such Property currently is within the ETJ of the City of Denison, Texas.

Said property is located at

439 Snow Road, Denison, texas

The property is listed in Grayson County Appraisal District as

G-1311 Wright Williams A-G1311, Acres 5.0

and more particularly described as:

4.99 acres of land (including improvements) in Grayson County, Texas, being a part of the William Wright Survey, Abstract No. 1311, and being the same property described as 5.0 acres in and conveyed by Warranty Deed dated March 28, 2003, from Billy Ridenour and wife, Lana Ridenour, to Yvonne Fritts, recorded as Document No. 00003255 in Volume 3609, Page 691, Official Public Records, Grayson County, Texas.

The property is further described by meets and bounds in the attached Exhibit A and graphically described on the attached map shown on page 3 below.

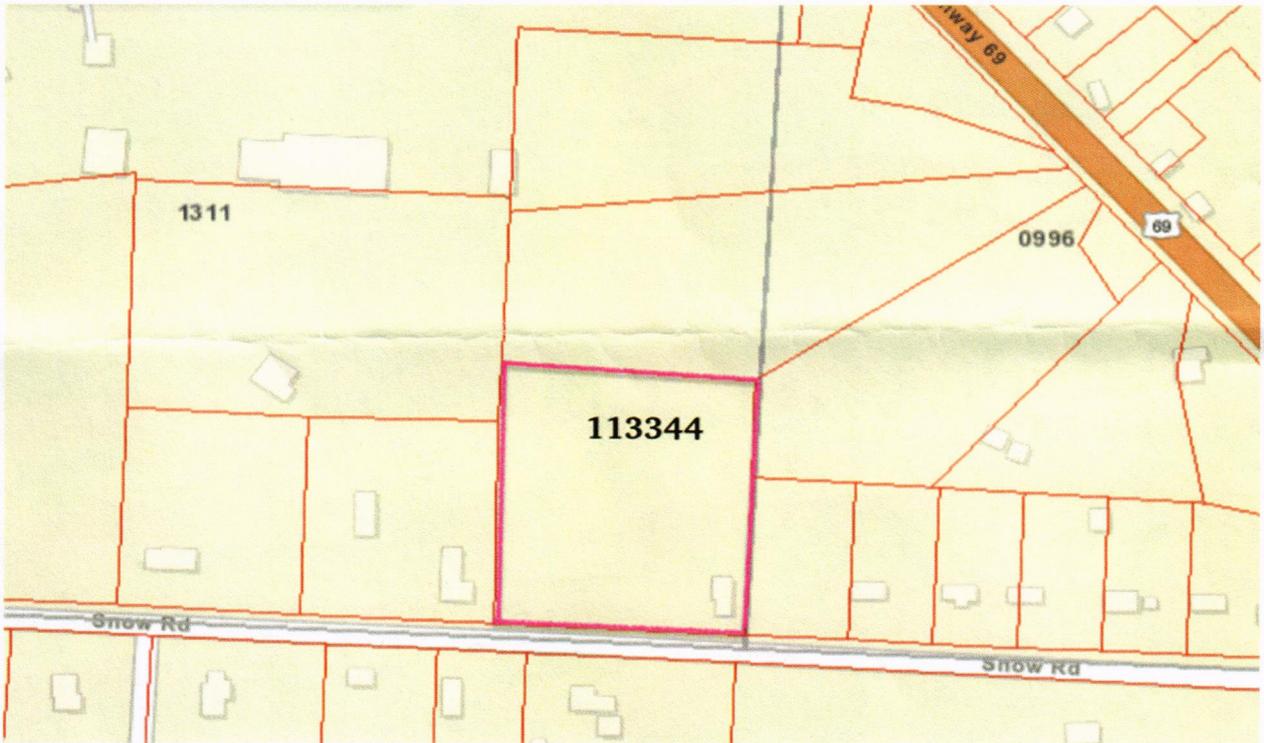
The undersigned certify that the following required information concerning the land and its inhabitants is reasonably accurate and assumes responsibility for the completion of said information prior to scheduled action by the City.

This petition is initiated by a majority in value of the holders of title of the land in the area, being each and every one of the landowners.

  1   dwelling units are located within the area requested for release.



# Map



# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion and take action on an ordinance changing the name of the Mini Park located at 500 W. Morton Street to Old Town Park.

## Staff Contact

Amanda Parsons, Director of Parks and Recreation

[aparsons@denisontx.gov](mailto:aparsons@denisontx.gov)

903-465-2720 Ext. 2513

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## Summary

- Mini Park, located at 500 W Morton St., was donated to the City in 1977, and there is no known significance to the current name.
- In the fall of 2024, Mini Park underwent renovation, including updating the playground equipment, refurbishing the bridge, and receiving a new pavilion.
- The name-change request originated from the citizens who live in that area, as a way to honor the neighborhood's history, as the area used to be known as "Old Town."
- At their meeting on December 5, 2024, the Parks and Recreation Commission was presented with the idea and was unanimously in support of the name change.

## Staff Recommendation

Staff recommends changing the name of Mini Park to Old Town Park.

## Recommended Motion

"I move to adopt the ordinance changing the name of the Mini Park located at 500 W. Morton Street to Old Town Park."

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## Background Information and Analysis

The land for Mini Park was donated to the City by Charles Frank Johnson (1907-1998) and Mozelle Ernestine Jones Johnson (1912-2002) in 1977. According to their surviving family members, the park was supposed to be named Johnson Park, but this never occurred.

In the fall of 2024, Mini Park underwent renovation. The use zones, fall protection, and playground equipment were updated. New equipment included toddler swings, tween swings, and a spinning climber. The basketball court was refreshed. A new pavilion and picnic area were created, and the bridge was refurbished. City staff cleaned the creek, trimmed the trees, and repaired the fence. Members of the surrounding neighborhood donated the picnic benches and the labor to install them. They also planted a new tree. After a new water meter is installed, the City will be adding a new drinking fountain and irrigated landscape.

The proposed name "Old Town Park" is based off of the Original Town Plat, which the neighborhood falls into, and over time people saw "OTP" and took it to mean Old Town Plat.

Former City Council Member Brian Hander, as a representative for the neighborhood surrounding the Mini Park, brought the idea of a name change to the City, wanting to honor the neighborhood's history

by changing Mini Park to Old Town Park. Mr. Hander spoke to the Johnsons' niece, Ruth Veillon, who stated their family is amenable to the name change but asked that the City might honor the Johnsons in some way. The family suggested a bronze plaque be placed below the new signage that reads "Property Donated to Denison, Texas, by Charles Frank Johnson and Mozelle Ernestine Jones Johnson."

### **Financial Considerations**

If approved, any cost associated with replacing the signage and creating a plaque will be donated by Brian Hander and the neighborhood group he is representing.

### **Prior Board or Council Action**

On December 5, 2024, the idea of changing the name from Mini Park to Old Town Park was presented to the Parks and Recreation Commission. The commission unanimously supported this name change.

### **Alternatives**

City Council may table or deny this request.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, CHANGING THE NAME OF MINI PARK TO OLD TOWN PARK; AUTHORIZING THE CITY MANAGER TO MAKE NECESSARY CHANGES TO REFLECT THE NAME CHANGE; PROVIDING FOR A SAVINGS, REPEALING AND SEVERABILITY CLAUSE; PROVIDING FOR A FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.**

**WHEREAS**, the City of Denison, Texas ("City") is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City's Charter; and

**WHEREAS**, pursuant to the Charter of the City, state law, and the City's inherent police powers, the City Council of the City (the "City Council") is empowered to adopt ordinances and rules that are for the good government of the City; and

**WHEREAS**, the City Council appointed a Parks and Recreation Commission to advise the City Council on matters pertaining to parks within the City; and

**WHEREAS**, at their December 5, 2024 meeting, the Parks and Recreation Commission recommended changing the name of Mini Park to Old Town Park; and

**WHEREAS**, having reviewed the proposed name change, the City Council finds and determines that renaming the park to Old Town Park is a way to honor the neighborhood's history and it is in the best interest of the residents and the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DENISON THAT:**

**SECTION 1. INCORPORATION OF PREMISES.** The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

**SECTION 2. NAME CHANGE.** That park known as Mini Park shall be and is hereby renamed Old Town Park, superseding all prior names. The City Manager and/or their designee is hereby authorized and directed to make all the necessary changes to all records of the City to reflect this change.

**SECTION 3. SAVINGS/REPEALING CLAUSE.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring

prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 4. SEVERABILITY.** Should any section, subsection, sentence, clause, 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. Denison hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, 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 5. OPEN MEETINGS.** That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that a public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

**SECTION 6. EFFECTIVE DATE AND PUBLICATION.** This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

**AND IT IS SO ORDERED.**

On motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above and foregoing ordinance was passed and approved on this 6<sup>th</sup> day of January, 2025 by the following vote:

- Ayes:
- Abstentions:
- Nays:

At regular meeting January 6, 2025.

\_\_\_\_\_  
Robert Crawley, Mayor

ATTEST:

\_\_\_\_\_  
Christine Wallentine, City Clerk

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion, and take action on renewing the contract (Contract No 2024-0160) with Brightview Landscape Services, Inc. for the Right of Way Mowing and Maintenance Program, and authorize the Interim City Manager to execute the same.

## Staff Contact

Amanda Parsons, Director of Parks and Recreation  
[aparsons@denisontx.gov](mailto:aparsons@denisontx.gov)  
903-465-2720 Ext. 2513

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## Summary

- The City entered into an agreement with Brightview Landscape Services, Inc. effective December 19, 2023, in the amount of \$100,829.76.
- Staff is seeking to enter into a first amendment renewal contract in an amount not to exceed \$76,000.
- Scope of work includes, but is not limited to, mowing, edging, litter and debris removal and disposal in conformance with the Bid/Proposal for 2023-2024 Right of Way Mowing and Maintenance Program.

## Staff Recommendation

Staff recommends renewing the contract with Brightview Landscape Services, Inc.

## Recommended Motion

“I move to renew the contract with Brightview Landscape Services, Inc. for the Right of Way Mowing and Maintenance Program and authorize the Interim City Manager to execute the same.”

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## Background Information and Analysis

Staff initiated a request for proposals and invited bids for the 2023 Right of Way Mowing and Maintenance Program on October 23, 2023. The program’s scope of work covered comprehensive mowing, weed eating, edging, debris removal, and landscaping maintenance for designated rights of way. The City received bids from three contractors, including Brightview Landscape Services, Inc. Staff assessed and awarded Brightview Landscape Services, Inc. a higher overall score. The City entered into an agreement with Brightview Landscape Services, Inc. effective December 19, 2023, in the amount of \$ 100,829.76.

Staff is seeking to enter into a first amendment renewal contract in an amount not to exceed \$76,000. Scope of work includes, but is not limited to, mowing, edging, litter and debris removal and disposal in conformance with the Bid/Proposal for 2023-2024 Right of Way Mowing and Maintenance Program. Renewal contract will be effective December 19, 2024, to December 18, 2025.

## Financial Considerations

Amount not to exceed \$76,000.

**Prior Board or Council Action**

Council awarded the bid for the 2023 Right of Way Mowing and Maintenance Program to Brightview Landscape Services, Inc. on December 18, 2023, and approved entering into a contract for services.

**Alternatives**

Council can reject the first amendment renewal contract with Brightview Landscape Services, Inc. and instruct staff to either create an alternative program or go back out for bids.

**FIRST AMENDMENT TO  
CITY OF DENISON RIGHT OF WAY MOWING AND MAINTENANCE PROGRAM  
AGREEMENT**

This First Amendment to Right of Way Mowing and Maintenance Program Agreement (the “**First Amendment**”) is executed by and between the City of Denison, a Home Rule Municipal Corporation situated in Grayson County, Texas, hereinafter “**City**,” and Brightview Landscape Services, Inc., hereinafter “**Contractor**,” (City and Contractor shall be collectively referred to herein as the “**Parties**”) to be effective December 19, 2024.

**ARTICLE I**  
**RECITALS**

WHEREAS, City and Contractor are parties to a Right of Way Mowing and Maintenance Program Agreement entered into and effective as of December 19, 2023 (the “**Original Agreement**”) (The Original Agreement and the First Amendment shall be collectively referred to herein as the “**Agreement**”) pertaining to services provided by Contractor for mowing and landscape services throughout City owned, or managed rights of way, including, but not limited to, mowing, edging, litter, and debris removal and disposal in conformance with the Bid/Proposal for 2023-2024 Right of Way Mowing and Maintenance Program and as set forth in the Agreement (the “**Services**”);

WHEREAS, the Agreement provided terms and conditions for Contractor to render such Services to City;

WHEREAS, the Agreement allows that following the Initial Term, the Agreement may be renewed for four (4) one (1) year terms by mutual written agreement of the Parties;

WHEREAS, City and Contractor now desire to amend the Agreement as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

**ARTICLE II**  
**AMENDMENT OF AGREEMENT**

2.1 The “Term of Agreement” Section of the Agreement is hereby amended to renew the term of the Agreement for one (1) successive year, effective December 19, 2024, to December 18, 2025 (the “**Renewal Term**”).

2.2 The “Payment for Services” Section of the Agreement is hereby amended to:

For the Renewal Term, City agrees to pay Contractor an amount not to exceed **SEVENTY-SIX THOUSAND AND NO/100 DOLLARS (\$76,000)** for the performance of Services under the Agreement. Contractor agrees and acknowledges this amount is not a guaranteed amount owed to Contractor and Services under the Agreement will be on an as needed basis as directed by the City.

2.3 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

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

2.5 All other terms of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates set forth below.

**CONTRACTOR**



Brightview Landscape Services, Inc.  
1464 West 1<sup>st</sup> St.  
Prosper, Texas 75078

Date: 11/18/24

**CITY OF DENISON**

By: \_\_\_\_\_  
Bobby Atteberry, Interim City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine Wallentine, City Clerk

# City Council Meeting Staff Report



## Agenda Item

Receive a report, hold a discussion, and take action on renewing the contract (Contract No 2024-0158) with Dyna-Mist Construction Company for the Texoma Health Foundation (THF) Park Mowing and Maintenance Program, and authorize the Interim City Manager to execute the same.

## Staff Contact

Amanda Parsons, Director of Parks and Recreation

[aparsons@denisontx.gov](mailto:aparsons@denisontx.gov)

903-465-2720 Ext. 2513

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## Summary

- After going through the bid process, the City entered into an agreement with Dyna-Mist Construction, effective December 19, 2023, in the amount of \$305,108.00, for the 2023 THF Park Mowing and Maintenance Program.
- Staff is seeking to enter into a first amendment renewal contract in an amount not to exceed \$285,000.
- Scope of work includes mowing and landscape services throughout THF Park and surrounding rights of way, including, but not limited to, mowing, edging, weed control, irrigation maintenance, pest control, fertilization, aerification, top dressing, and debris removal and disposal in conformance with the Bid/Proposal for 2023-2024 Texoma Health Foundation (THF) Park Mowing and Maintenance Program.
- Dyna-Mist Construction has been responsible for maintaining the turf, irrigation, and landscape at THF Park since its completion.

## Staff Recommendation

Staff recommends renewing the agreement with Dyna-Mist Construction Company.

## Recommended Motion

“I move to renew the contract with Dyna-Mist Construction Company for the THF Park Mowing and Maintenance Program and authorize the Interim City Manager to execute the same.”

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## Background Information and Analysis

Staff initiated a request for proposals and solicited bids for the 2023 THF Park Mowing and Maintenance Program starting on October 23, 2023. Out of the bids received, Dyna-Mist scored higher in Qualifications and Work Plan. The City entered into an agreement with Dyna-Mist Construction, effective December 19, 2023, in the amount of \$305,108.00.

Staff is seeking to enter into a first amendment renewal contract in an amount not to exceed \$285,000. Scope of work includes mowing and landscape services throughout THF Park and surrounding rights of way, including, but not limited to, mowing, edging, weed control, irrigation maintenance, pest control, fertilization, aerification, top dressing, and debris removal and disposal in conformance with the Bid/Proposal for 2023-2024 Texoma Health Foundation (THF) Park Mowing and Maintenance Program.

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**Financial Considerations**

Amount not to exceed \$285,000.

**Prior Board or Council Action**

Council awarded the bid for the 2023 Texoma Health Foundation (THF) Park Mowing and Maintenance Program to Dyna-Mist Construction Company on December 18, 2023, and approved entering into a contract for services.

**Alternatives**

Council can reject the first amendment renewal contract with Dyna-Mist Construction Company and instruct staff to either create an alternative program or go back out for bids.

**FIRST AMENDMENT TO  
TEXOMA HEALTH FOUNDATION PARK MOWING AND MAINTENANCE  
PROGRAM AGREEMENT**

This First Amendment to Texoma Health Foundation Park Mowing and Maintenance Program Agreement (the “**First Amendment**”) is executed by and between the City of Denison, a Home Rule Municipal Corporation situated in Grayson County, Texas, hereinafter “**City**,” and Dyna-Mist Construction Co., a Texas Corporation, hereinafter “**Contractor**,” (City and Contractor shall be collectively referred to herein as the “**Parties**”) to be effective December 19, 2024.

**ARTICLE I**  
**RECITALS**

WHEREAS, City and Contractor are parties to a Texoma Health Foundation Park Mowing and Maintenance Program Agreement entered into and effective as of December 19, 2023 (the “**Original Agreement**”) (The Original Agreement and the First Amendment shall be collectively referred to herein as the (“**Agreement**”)) pertaining to services provided by Contractor for mowing and landscape services throughout the THF Park and surrounding rights of way, including, but not limited to, mowing, edging, weed control, irrigation maintenance, pest control, fertilization, aerification, top dressing and debris removal and disposal in conformance with the Bid/Proposal for 2023-2024 Texoma Health Foundation Park Mowing and Maintenance Program and as set forth in the Agreement (the “**Services**”);

WHEREAS, the Agreement provided terms and conditions for Contractor to render such Services to City;

WHEREAS, the Agreement allows that following the Initial Term, the Agreement may be renewed for four (4) one (1) year terms by mutual written agreement of the Parties;

WHEREAS, City and Contractor now desire to amend the Agreement, as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

**ARTICLE II**  
**AMENDMENT OF AGREEMENT**

2.1 The “Term of Agreement” Section of the Agreement is hereby amended to renew the term of the Agreement for one (1) successive year, effective December 19, 2024, to December 18, 2025 (the “**Renewal Term**”).

2.2 The “Payment for Services” Section of the Agreement is hereby amended to:

For the Renewal Term, City agrees to pay Contractor an amount not to exceed **TWO HUNDRED AND EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$285,000)** for the performance of Services under the Agreement. Contractor agrees and acknowledges this amount is not a guaranteed amount owed to Contractor and Services under the agreement will be on an as needed basis as directed by the City.

2.3 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

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

2.5 All other terms of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the dates set forth below.

**CONTRACTOR**



\_\_\_\_\_  
Dyna-Mist Construction Co.  
2808 Capital St.  
Wylie, Texas 75098

Date: 12-2-24

**CITY OF DENISON**

By: \_\_\_\_\_  
Bobby Atteberry, Interim City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Christine Wallentine, City Clerk

# City Council Meeting Staff Report



January 6, 2025  
Regular Council Meeting

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## Agenda Item

Receive a report, hold a discussion, and take action on entering into an Agreement (Contract No. 2024-0157) via Sparklight Business for Internet Service on Month-to-Month terms in the amount of \$445.95 (per month) and authorize the Interim City Manager to execute the same.

## Staff Contact

Mark Christopher, Director of Information Technology  
mchristopher@denisontx.gov  
903-647-4009

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## Summary

- Sparklight Business Internet services are on month-to-month terms at the rate of \$445.95 per month
- This Agreement will provide a separate dedicated line of service for the needs of Facilities PCL devices so that it does not interfere with the Business Network.

## Staff Recommendation

Staff recommends approval of the license renewal.

## Recommended Motion

“I move to approve entering into the Sparklight Business agreement (Contract No. 2024-0157) for Internet services on Month-to-Month Terms in the amount of \$445.95 monthly and authorize the Interim City Manager to execute the same.”

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## Background Information and Analysis

Sparklight Business provides critical Internet services for the day-to-day information and communication needs of the City. Sparklight Business has provided necessary services in good standing and are currently the only Internet based service provider for the City. The purchase of this service will assure those services continue without interruption. Payment will be made on month-to-month terms as follow:

Monthly \$445.95

## Financial Considerations

Payment for FY25 was approved to be financed in the FY25 budget. Installments to be paid monthly.

## Prior Board or Council Action

None.

## Alternatives

Council may choose to reject this recommendation and direct staff to specify a different solution or they may table this item.



## Sparklight Business Services Proposal

**Customer:** City of Denison  
**Customer Address:** 300 W. Main St Denison, TX 75020  
**Date:** December 2, 2024

### PROPOSED PRODUCTS

Service	Contract Term (months)	Quantity	Price Per Unit	Total Monthly Recurring Charges	Installation Charges
Dedicated High Speed Internet Access (HSIA) – 50M/50M	1	1	\$401.00	\$401.00	\$0.00
/28 IP Block	1	1	\$44.95	\$44.95	\$0.00
<b>Estimated Taxes</b>				(Not Included)	
<b>Total Estimated Charges</b>				<b>\$445.95</b>	<b>\$0.00</b>

#### Additional Terms:

- 1) Prices quoted are valid for 30 days from the proposal date.
- 2) IP Justification Form is required for IP address space of a /30 or greater.
- 3) Service is subject to availability and a capacity check at the time the order is placed.
- 4) Prices quoted do not include any applicable taxes and surcharges.

#### Business Solutions Consultant:

Tasha Nichols  
Mobile: (903) 407-3882  
tasha.nichols@sparklight.biz

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion and take action on a resolution authorizing the Interim City Manager to execute Interlocal Agreements with other political subdivisions for radio core services.

## Staff Contact

Araceli Gregg-Gomez, Radio Systems Manager  
Agregg-gomez@denisontx.gov  
(903)647-2650

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## Summary

- Denison's new radio system will be in service in the first quarter of 2025.
- The upgraded system has been designed to allow for other emergency service partners, such as the Denison Independent School District and Grayson County, to apply for shared usage of the radio core and other infrastructure.
- This Resolution will allow the City Manager to enter into shared usage agreements when advantageous to the City and allowable under the program rules.

## Staff Recommendation

Staff recommendation, is authorized and approval of the item.

## Recommended Motion

"I move to adopt the resolution authorizing the Interim City Manager to execute interlocal agreements with other political subdivisions for radio core services."

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## Background Information and Analysis

The City's P-25 Radio Upgrade project was started in September 2023. The existing radio system is obsolete and is scheduled to be decommissioned. The new P-25 system, also known as the Association of Public-Safety Communications Officials International (APCO-25 system), was chosen as a replacement and will support Public Safety, Utilities, and other critical, effective and reliable communications. The system is built to withstand harsh environments and enhance the City and partner agencies' ability to respond to emergencies and protect communities. The primary goal of the program is to replace the City's obsolete radio system with seamless communication and situational awareness between different public safety agencies regardless of the of the radio equipment they use. Staff is now only a few steps away from testing and finalization of the system projected to be accepted by March 2025. With approval of this resolution, the City will be able to work with partner agencies, including Denison Independent School District, Grayson County, and other public organizations. Once the system is online, staff will pursue interoperability with other partners to help fulfill the purpose of cohesive communications to keep our communities and responders safe.

## Financial Considerations

The radio upgrade project is funded in the Utility CIP, Fund 022. Fees collected by the City from partner agencies will help offset the cost of the radio program and partner participation.

**Prior Board or Council Action**

None

**Alternatives**

The Council may deny or table this agenda item.

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

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE INTERLOCAL AGREEMENTS WITH OTHER POLITICAL SUBDIVISIONS FOR RADIO CORE SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Denison, Texas (the “City”) is authorized by Chapter 791 of the Texas Government Code to enter into interlocal agreements for governmental services and functions; and

**WHEREAS**, the governmental functions and services set for in the form of an interlocal agreement attached hereto as Exhibit “A”, incorporated herein for all purposes qualify under Chapter 791 to be provided under an interlocal agreement; and

**WHEREAS**, the City Council of the City of Denison has determined that it is necessary to authorize the Interim City Manager to execute interlocal agreements, in the form attached hereto as Exhibit “A”, with other political subdivisions (“hereinafter “Interlocal Agreements”).

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, THAT:**

SECTION 1: Recitals Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

SECTION 2: Authorization to Execute. The Interim City Manager of the City is hereby authorized and directed, on behalf of the City Council of the City of Denison, Texas, to negotiate and execute Interlocal Agreements, in the form substantially similar to Exhibit “A”.

SECTION 3: Effective Date. This Resolution shall take effect immediately upon its passage.

On motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the above and foregoing Resolution was passed and approved at a Regular Meeting of the City Council of the City of Denison, Texas, on this the 6<sup>th</sup> day of January, 2025.

\_\_\_\_\_  
Robert Crawley, Mayor

ATTEST:

\_\_\_\_\_  
Christine Wallentine, City Clerk

**EXHIBIT "A"**  
**Interlocal Agreement Form**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DENISON AND CUSTOMER  
FOR A CONSOLIDATED COMMUNICATIONS SYSTEM FOR PUBLIC SAFETY AND  
GOVERNMENTAL SERVICES**

This Inter-Local Agreement (“Agreement”) is entered into by and between \_\_\_\_\_, (“Customer”) and the City of Denison, (“Denison”) referred to collectively as the “Parties” and individually as “Party”. The Parties execute this Agreement as hereinafter provided, pursuant to the Texas Government Code Chapter 791, known as the Inter-Local Cooperation Act:

**WHEREAS**, Denison and Customer are engaged in the provision of governmental services for the benefit of its citizens; and

**WHEREAS**, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended, provides authority for local governments of the State of Texas to enter into Inter-Local Agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, Denison and Customer each own and operate systems for the purpose of providing communications in support of its governmental operations; and

**WHEREAS**, Denison and Customer have investigated and determined that it would be advantageous and beneficial to the citizens within their respective jurisdictions to operate a single Communications System; and

**WHEREAS**, in order to provide dependable, mission-critical communications services (voice radio and data service) for use by each of the Parties and their respective users, Denison and Customer desire to enter into this Agreement to provide a Consolidated Communications System for public safety, public works, and governmental services; and

**WHEREAS**, use of this Consolidated Communications System will provide for system coverage for the Customer and Denison to ensure safe, effective, and efficient communication, and benefit the greatest number of citizens both now and in the future; and

**WHEREAS**, this Agreement will provide the framework for administering the Consolidated Communications System and the distribution between Customer and Denison of the costs associated with the implementation, maintenance, and operation of the Consolidated Communications System; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

**I. DEFINITIONS**

In addition to the definitions stated in the preamble and recitals hereof, the following words and phrases as used in this Agreement, unless the context clearly shows otherwise, shall have the

following meanings:

“*Communications System*” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by Customer, Denison and other Users, if any, primarily for providing public safety dispatch and communications for fire, emergency medical, law enforcement services and such other governmental services as may be agreed from time to time by the Parties.

“*Communications System Core*” or “*System Core*” includes physical and virtual servers, switches, routers, gateways, firewalls, and software that supports call processing, data controllers, security management, back and restore, and network management. This allows for the capability to expand the radio system to allow multiple infrastructure users to use the same Communications System Core.

“*Infrastructure*” means radio tower sites, FCC-licensed radio frequencies and Infrastructure Equipment.

“*Infrastructure Equipment*” means communications repeaters, transmitters, channel banks, combiners, routers, dispatch console systems, fiber optic, microwave, or similar equipment connected to the Communications System Core.

“*Infrastructure Management Committee*” means the committee that is responsible for the administration and operation of the Communications System. Also referred to as “IMC.”

“*Subscriber Units*” means mobile radios, portable radios, or any similar devices used for communicating over the Communications System.

“*Systems Manager*” means City of Denison employee designated as the Systems Manager or other employee designated by the Infrastructure Management Committee.

“*Technical Advisory Committee*” means the committee that advises the Infrastructure Management Committee on technical issues related to the operation of the Communications System.

“*User*” means any entity with which Customer, Denison, or other entity that has entered into a contractual agreement for the provision of radio communication services through the Communications System. This includes Users who have built or are the responsible party for Infrastructure and/or Subscriber Units connected to the Communications System.

## **II. TERM**

2.1 This Agreement is for a period of a five (5) year term beginning on the **START DATE**, and ending on the **LAST** day of **MONTH, YEAR**, (“Term” or “Agreement Term”) unless terminated earlier pursuant to the terms set forth herein.

2.2 It is the intention of the Parties for this to be a long-term enterprise which will be renewed, either by autorenewal of this Agreement after the initial 5-year term or with a new Inter-Local Agreement, upon the expiration of the term stated above in 2.1 subject to approval by each

Party's governing body.

### III. USERS

Customer may add Subscriber Units to the Communications System, following the Infrastructure Management Committee's (IMC) consent.

(a) Users added to the Communications System require approval and consent by the IMC and shall be required to sign a Contract Agreement with Denison stipulating both parties' obligations and pay the User rate established annually by the Denison City Council.

(b) Each User is responsible for obtaining all software and hardware required to program its Subscriber Units.

(c) Each User is responsible for obtaining a service contract with an approved service provider to coincide with the Term of this Agreement. A list of approved service providers will be issued by the IMC.

(d) Users, including those who have built or are responsible for Infrastructure, shall be required to meet the minimum system requirements for channel capacity, inter-operational talk-groups, site hardening, maintenance, and reliability as defined and determined by the IMC.

(e) All Infrastructure and Infrastructure Equipment purchased by a User shall be individually licensed, owned, and adequately maintained by that User.

### IV. OBLIGATIONS OF CUSTOMER

#### 4.1 Infrastructure and Infrastructure Equipment

(a) Customer agrees to provide NUMBER (number of sites) Communications System sites within its JURISDICTION TYPE (County, City, etc.) limits, which it deems necessary for the operation of the Communications System, compatible with the specifications as set forth in Exhibit "A" attached hereto and incorporated herein as if fully set forth. Said sites shall house Infrastructure Equipment for the purposes of augmenting the Communications System.

(b) Customer agrees to include sufficient talk path capacity for Customer's public safety and public services operations and inter-operational talk-groups for system users.

(c) Customer also agrees to install the Infrastructure Equipment in an approved shelter or outdoor cabinets with either emergency generator backup power along with uninterruptible power supplies or battery bank system. The shelter or cabinets and back-up power system shall be installed concurrently with any new Infrastructure. The system must be of the same or better quality as the Owner's system and is subject to IMC approval.

(d) Customer is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of

the Subscriber Units. Customer is responsible for all programming of Customer-owned Subscriber Units and any other units active in Customer ID range.

#### **4.2 Radio System Technicians**

(a) Customer has entered into a service package with Motorola Solutions for the hardware and software upgrades/updates, monitoring, preventative and corrective maintenance of Customer's Infrastructure and Infrastructure Equipment. This service level agreement includes network and equipment monitoring, technical support, onsite maintenance, and security monitoring services.

(b) Customer shall contract with an Owner approved technician or firm for radio system technicians who shall perform the duties of system and site maintenance, alarm monitoring, subscriber unit repair (includes basic repair by the technician or by a third-party) and emergency call-out functions for Customer Communications System Infrastructure as needed for the duration of this Agreement Term.

#### **4.3 Payment for Communications System**

(a) Customer shall be responsible for payment of **the TIER RATE TYPE of NUMBER OF DOLLARS (\$XX.XX)** per subscriber unit per month as set forth in **Exhibit "B"** attached hereto and incorporated herein as if fully set forth.

(b) Based on the fees described above, the City will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the Customer on or before October 1<sup>st</sup> of each year. This amount is subject to change when the Customer adds or deletes the number of Subscriber Units in service. The Customer must notify the System Manager in writing within 10 business days of any addition or deletion of Subscriber Units.

(c) Fees for Additions – The amount owed for annual fees for additions of Subscriber Units will be prorated by month for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

(d) Deletions – No refunds for deletions will be made for Customer's deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of October 1<sup>st</sup> of the current fiscal year.

(e) Customer agrees to pay Denison the annual fees specified under 4.3 (a) within thirty (30) days of the receipt of the invoice. Should Customer add Subscriber Units to the Service within a Term, Customer agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

(f) The Invoice for the 2024-2025 fiscal year is attached and becomes payable within thirty (30) days of the execution of this agreement. The amount is based on the number of subscriber units active in the Denison radio ID range as of \_\_\_\_\_, 202\_\_.

## **V. ADMINISTRATION OF THE COMMUNICATIONS SYSTEM**

### **5.1 Infrastructure Management Committee**

(a) The Infrastructure Management Committee, also referred to as the IMC in this document, shall be responsible for the administration and operation of the Communications System.

(b) The Infrastructure Management Committee shall be comprised of the following City of Denison personnel: Information Technology Director, Public Works Director, Police Chief, and Fire Rescue Chief.

### **5.2 Technical Advisory Committee**

(a) The Technical Advisory Committee shall advise the IMC on technical issues involving the Communication Systems.

(b) Each User shall appoint one (1) representative to serve on the Technical Advisory Committee. The Systems Manager shall also serve on the Technical Advisory Committee and function as the Committee liaison to the IMC.

(c) Technical standards for the operation of the Communications System shall be developed by the Technical Advisory Committee and approved by the Infrastructure Management Committee.

## **VI. OWNERSHIP INTERESTS OF THE PARTIES**

**6.1** Each Party shall retain individual ownership of its respective Infrastructure, Infrastructure Equipment, and Subscriber Units purchased prior to, or as part of, this Agreement.

**6.2** All Infrastructure, Infrastructure Equipment, and Subscriber Units owned by each User will continue to be separately owned and adequately maintained by such User.

**6.3** All frequencies utilized by the Communications System shall be separately maintained and licensed by the owner or assignee designated by the FCC.

## **VII. FINANCING AND INFRASTRUCTURE COST SHARING**

It is the sole responsibility of each User incurring costs to make payment to vendors providing equipment for and services to the Communications System on behalf of that User. In no event shall any User be held liable for debts incurred by any other User as a result of expenditures

made in connection with the Communications System unless otherwise specifically set out in this Agreement.

### **VIII. APPROPRIATION OF FUNDS**

All payments made by Customer to Denison pursuant to this Agreement shall be from current revenues available to Customer.

### **IX. TERMINATION**

This Agreement may be terminated upon ninety (90) days written notice from the Party seeking termination to the other Party to the identified Notice Addresses provided in this Agreement. Each Party to this Agreement shall be responsible for its own costs associated with said termination including but not limited to reconfiguring of the system, if required, such as Infrastructure connectivity.

### **X. GOVERNMENTAL FUNCTION**

The Parties have determined by their execution of this Agreement that this Agreement and the obligations of the Parties contained herein are in discharge of a governmental function as set forth in the Inter-Local Cooperation Act, and participation in this Agreement by one Party shall not be construed as creating any kind of agency relationship, partnership, or Communications enterprise amongst the Parties.

### **XI. RELEASE AND HOLD HARMLESS**

**TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTIN WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.**

### **XII. IMMUNITY**

In the execution of this Agreement, neither of the Parties waive, nor shall be deemed hereby to have waived, any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

**XIII. ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Denison and Customer and supersedes all prior negotiations, representations, and/or agreements, either written or oral between Denison and Customer. This Agreement may be amended only by written instrument signed by Denison and Customer.

**XIV. NOTICES**

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or send via certified mail to the other Parties at the following respective addresses:

To Denison:

Emergency Management Coordination Office  
300 W. Main St.  
Denison, TX 75020  
rbates@denisontx.gov

To Customer:

Name  
Address  
City State Zip  
email address

**XV. AUTHORITY TO SIGN/CUSTOMER GOVERNING BODY AUTHORIZATION**

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

**XVI. SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other party thirty (30) days written notice.

**XVII. VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this

Agreement shall be enforceable in Denison, Grayson County, Texas, and if legal and necessary, exclusive venue shall lie in Denison, Grayson County, Texas.

#### **XVIII. INTERPRETATION OF AGREEMENT**

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be constructed more favorably for either of the Parties.

#### **XIX. REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

#### **XX. SUCCESSORS AND ASSIGNS**

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

*(Signature page to follow)*

**IN WITNESS THEREOF**, the Parties hereto have executed this Agreement to be effective upon execution and dating by each Party. This Agreement shall be effective from the last date signed and marked on this Agreement by a participating Party.

**CUSTOMER:**

\_\_\_\_\_

\_\_\_\_\_ DATE: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY OF DENISON, TX**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
Bobby Atteberry, Interim City Manager

**ATTEST:**

\_\_\_\_\_  
Christine Wallentine, City Clerk

**EXHIBIT A**  
**CITY OF DENISON COMMUNICATIONS SYSTEM**  
**CUSTOMER EQUIPMENT**

Subscriber Units			
Unit Type	Model No.	Location (if applicable)	Quantity
Infrastructure Additions			
Type	Address	Lat.	Long.

**EXHIBIT B**  
**CITY OF DENISON**  
**TIERED RADIO SYSTEM FEE SCHEDULE**

Tiered Fee Structure FY 2024 (2023-2024)		
Level	Per Subscriber Unit	Annual Cost Per Subscriber Unit
Tier 1 - Base-level monthly fee	\$4.00	\$48.00
Tier 2 - Uses system Core to connect consoles	\$5.00	\$60.00
Tier 3 - Includes radio programming and PM for Tier 1	\$6.00	\$72.00
Tier 4 – Users who have built or are responsible for Infrastructure	\$8.00	\$96.00
Tier 5 – Users who have built or are responsible for Infrastructure + Tech Services	\$9.00	\$108.00
GPS Add On to Any Tier	\$7.50	\$90.00
Administrative Start-Up Fee	\$200.00 per Customer due at contract execution	

**Tier 1** - \$4.00 monthly fee per Subscriber Unit for all agencies that do not contribute radio sites or frequencies. Fee pays for the administration of the user on the radio system Core (radio ID registration, talk group configuration, etc.) User can operate on designated talk groups throughout the year. No radio programming is included.

**Tier 2** - \$5.00 monthly fee per Subscriber Unit. The entity does not contribute radio sites or frequencies but does provide their own dispatching while utilizing the radio system Core for console connectivity. No radio programming is included.

**Tier 3** - \$6.00 monthly fee per Subscriber Unit. Same service provided as the Tier 1 user plus 1 programming of each radio per year and a preventative maintenance and firmware upgrade of each radio every two years.

**Tier 4** - \$8.00 monthly fee per Subscriber Unit for Users. The entity provides their own radio sites, frequencies and dispatching while utilizing the radio system Core for tower site and dispatch console connectivity. No radio programming is included.

**Tier 5** - \$9.00 monthly fee per Subscriber Unit for Users that provide their own radio sites, frequencies and dispatching and pay for Technician services for infrastructure maintenance to the City of Denison as part of the executed Interlocal Agreement between the City of Denison and the local governing body.

**GPS Add On** – \$7.50 monthly fee per Subscriber Unit with GPS signaling available and enabled. GPS may be added to any tier. No programming is included.

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion and take action on the reappointment of Ken Brawley and Kristofor Spiegel to the Greater Texoma Utility Authority Board of Directors, each to serve a two-year term effective January 1, 2025.

## Staff Contact

Chris Wallentine, City Clerk/Assistant to the City Manager  
cwallentine@cityofdenison.com  
(903) 465-2720, Ext. 2437

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## Summary

- The Greater Texoma Utility Authority Board is organized under Article XVI, Section 59, of the Texas Constitution and operates under Chapter 49 of the Texas Water Code.
- The Board consists of eight members, 3 of which are from Denison. Mr. Ken Brawley currently occupies Place 3 where his term expired on December 31, 2024. Mr. Kristofor Spiegel currently occupies Place 1 where his term expired on December 31, 2024.
- Mr. Ken Brawley and Mr. Kristofor Spiegel are eligible and willing to serve another two-year term, effective January 1, 2025.

## Staff Recommendation

Staff recommends approval of the reappointments.

## Recommended Motion

“I move to reappoint Ken Brawley and Kristofor Spiegel to the Greater Texoma Utility Authority Board of Directors, each to serve a two-year term effective January 1, 2025.”

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## Background Information and Analysis

The Greater Texoma Utility Authority Board is organized under Article XVI, Section 59, of the Texas Constitution and operates under Chapter 49 of the Texas Water Code. Its function is as a conservation and reclamation district in Grayson County. The Board consists of eight members, 3 of which are from Denison, 3 from Sherman, 1 from Gainesville and 1 representing small member municipalities. Mr. Ken Brawley currently occupies Place 3 where his term expired on December 31, 2024. Mr. Kristofor Spiegel currently occupies Place 1 where his term expired on December 31, 2024. Mr. Ken Brawley and Mr. Kristofor Spiegel are eligible and willing to serve another two-year term, effective January 1, 2025.

## Financial Considerations

None.

## Prior Board or Council Action

Mr. Brawley was reappointed in January 2023, to serve a two-year term effective January 1, 2023, and Kristofor Spiegel was appointed to fill an unexpired term on June 20, 2023.

**Alternatives**

The City Council may deny or table this agenda item.

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on a resolution for the Creation of a Public Improvement District within the Corporate Limits of the City of Denison, Texas for the creation of the Preston Harbor Public Improvement District.

## Staff Contact

Mary Tate, Director of Development Services  
mtate@denisontx.gov

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## Summary

- Staff received the Petition for Creation on November 8, 2024
- Proposed public improvements include, but are not limited to, street and roadway improvements, drainage, utility relocation, landscaping, lighting, creation of open space and parks
- Estimated cost of authorized improvements is \$300,000,000.00
- Second Amendment to the Development Agreement for Preston Harbor was approved on December 16<sup>th</sup>, 2024; this established terms for the PID
- A Petition for Dissolution Agreement was required to be submitted by the petitioning parties in the event the creation of the PID is not approved

## Staff Recommendation

Based upon previous Council action, the assurance that further financial analysis must be justified, and the inclusion of an executed Petition for Dissolution, staff recommends approval of the resolution to create the Preston Harbor Public Improvement District.

## Recommended Motion

“I move to approve the resolution establishing the Creation of a Public Improvement District within the Corporate Limits of the City of Denison, Texas for the creation of the Preston Harbor Public Improvement District.”

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## Background Information and Analysis

City staff received a Petition for the Creation of the Preston Harbor Public Improvement District on November 8, 2024. State statute sets forth the process for the creation of the PID including acceptance of the Petition and noticing language and timelines, which have been followed per Legal’s guidance. Specific boundaries are identified within the Petition Exhibits. The Second Amendment to the Development Agreement, approved on December 16<sup>th</sup>, 2024, identifies not to exceed limits for the assessment amount.

## Financial Considerations

The requested Public Improvement District does not have financial implications for the City as a governmental entity as the developer takes on the risk. The City will not assume any debt obligations nor be obligated to contribute dollars for the PID.

A PID does add an additional assessment to the property owners who choose to purchase property within the defined PID boundaries. Purchasers must be notified of this assessment at the time of purchase. It is the intention of the developer to reduce to the PID assessment to a value which the market will support.

**Prior Board or Council Action**

The City Council most recently approved the Second Amendment to the Development Agreement at the December 16<sup>th</sup>, 2024 Council Meeting in which specific terms for the PID were established. As required by State law, the City Council formally and publicly accepted the Petition and set a public hearing date to consider the creation of the Public Improvement District.

**Alternatives**

Council may choose to approve, deny, or table the request.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AUTHORIZING THE ESTABLISHMENT OF THE PRESTON HARBOR PUBLIC IMPROVEMENT DISTRICT WITHIN THE CITY OF DENISON, TEXAS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE, AND AUTHORIZING AND DIRECTING THE FILING OF THIS RESOLUTION; PROVIDING FOR RELATED MATTERS AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on November 8, 2024, the City Secretary of the City of Denison, Texas (the “City”), received a petition (the “Petition”) requesting creation of a public improvement district (the “District”) under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), by (1) the record owner of taxable real property representing more than fifty percent (50%) of the appraised value of the real property liable for assessment under the proposal (as determined by the most recent certified appraisal roll of the counties in which the District is to be located) in the proposed District, and (2) the record owners of taxable real property liable for assessment under the proposal who (A) constitute more than 50% of all record owners of property that is liable for assessment under the proposal or (B) own taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”); and

WHEREAS, the Petition, has been examined, verified, and found to meet the requirements of Section 372.005(b) of the Act, and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed District are more fully set forth and described by metes and bounds and depicted in “**Exhibit A**” (the “Property”) attached hereto and incorporated herein for all purposes, said area for the District being within the corporate boundaries of the City; and

WHEREAS, after providing all the notices required by the Act, including the publication of the notice of the public hearing in an official newspaper of general circulation in the City and mailing of notice of the public hearing to the property owner in a timely manner, all as required by and in conformity with the Act, the City, on January 6, 2025, conducted a public hearing on the advisability of the improvements and services described in the Petition and the creation of the District; and

WHEREAS, after all persons having an interest in the creation of the District were given the opportunity to be heard, the City Council closed the public hearing on the advisability of the improvements and services on January 6, 2025.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AS FOLLOWS:**

Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are incorporated herein for all purposes.

Section 2. The Petition submitted to the City was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on January 6, 2025, hereby finds and declares:

(a) Advisability of the Proposed Improvements. It is advisable to create the District to provide the Authorized Improvements (as defined and described below) The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) The District shall be known as the “Preston Harbor Public Improvement District.”

(c) General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) to be provided by the District that are necessary for the development of the property within the District and which shall promote the interests of the City and confer a special benefit upon the property, may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) – (iv) above authorized by the Act, including acquisition of land or right-of-way or similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) – (vi) above, and costs of establishing, administering and operating the District.

(d) Estimated Cost of the Authorized Improvements. The Petitioner currently estimates the total estimated cost of the Authorized Improvements is \$300,000,000.

(e) Boundaries. The boundaries of the District shall include approximately 1011.557 acres of property located within the corporate limits of the City and generally located south of Lake Texoma/Red River, east of SH 289, northerly and westerly of Highway 84, and north of FM 406 as more particularly

described by metes and bounds and more particularly depicted in “**Exhibit A**” attached hereto.

(f) Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the cost on property similarly benefitted. Each assessment may be paid in full at any time (including accrued and unpaid interest), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness issued to finance or refinance those Authorized Improvements (including interest). After creation of the District, a service and assessment plan will be prepared showing the special benefits accruing to property within the District and how the costs of the Authorized Improvements are assessed against the property on the basis of special benefit received by the property from the same.

(g) Apportionment of Cost between the City and the District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on property within the District. No municipal property in the District shall be assessed. The Petitioner may also pay certain costs of the improvements benefitting the District from other funds available to it as the developer of the District.

(h) Management of the District. The District shall be managed by the City with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(i) Advisory Board. The District shall be managed without the creation of an advisory board.

Section 4. The Preston Harbor Public Improvement District is hereby authorized and approved as a Public Improvement District under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution; the nature and the estimated costs of the Authorized Improvements; the boundaries of the District; the method of assessment; and the apportionment of costs as described herein; and the determination that the District is needed to fund such Authorized Improvements.

Section 5. The City hereby authorizes and directs the City Secretary, on or before January 13, 2025, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of Grayson County in which all of the public improvement district is located.

Section 6. Effective upon the date of the passage of this Resolution, the District shall be established.

Section 7. This Resolution shall take effect and be in full force and effect immediately from and after the date of its passage.

ADOPTED, PASSED AND APPROVED on this 6th day of January, 2025.

**CITY OF DENISON, TEXAS**

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Robert Crawley, Mayor

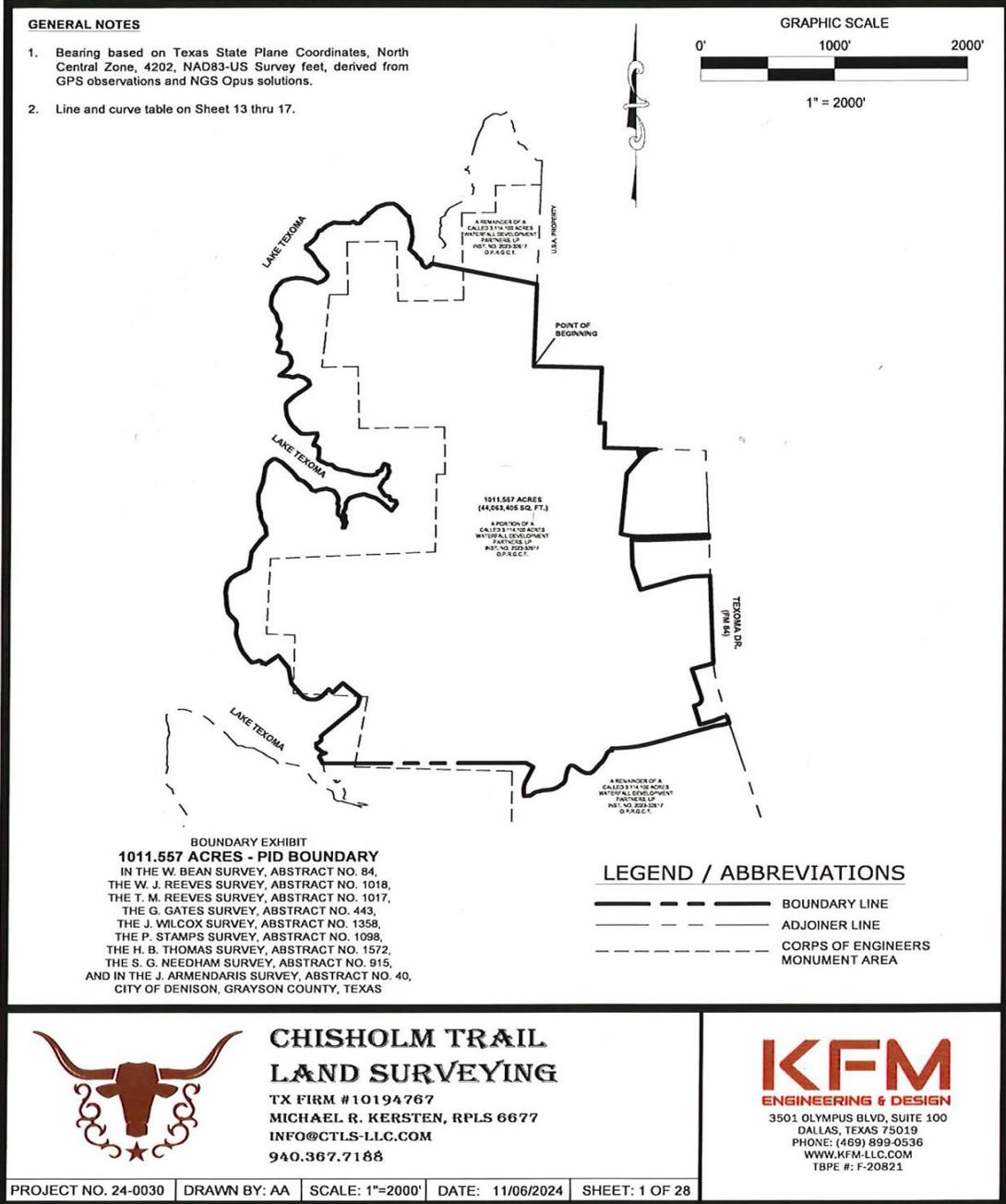
**ATTEST:**

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Christine Wallentine, City Clerk

# EXHIBIT A

## BOUNDARIES MAP



## PROPERTY METES AND BOUNDS

1011.557ACRES

BEING all that certain tract or parcel of land situated in the W. Bean Survey, Abstract No. 84 in the W. J. Reeves Survey, Abstract No. 1018, in the T. M. Reeves Survey, Abstract No. 1017, in the G. Gates Survey, Abstract No. 443 in the J. Wilcox Survey, Abstract No. 1358, in the P. Stamps Survey, Abstract No. 1098, and in the J. Armendaris Survey, Abstract No. 40, in Grayson County, Texas and being a portion of a called 3,114.100 acre tract of land described in the deed to Waterfall Development Partners, LP, recorded in Instrument No. 2023-32617 Official Public Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail found at a salient corner of said 3,114.100 acre tract;

THENCE South 88° 39' 36" East, with a northerlyline of said 3,114.100 acre tract, a distance of 1030.40 feet to a corps of engineers monument found ;

THENCE South 02° 03' 16" West, with an easterlyline of said 3,114.100 acre tract, a distance of 9200.4 feet to a corps of engineers monument found;

THENCE South 88° 39' 44" East, with a northerlyline of said 3,114.100 acre tract, a distance of 86.09 feet to a corps of engineers monument found;

THENCE South 0° 57' 38" West, with an easterlyline of said 3,114.100 acre tract, a distance of 411.57 feet to a corps of engineers monument found;

THENCE South 88° 03' 29" East , with a northerlyline of said 3,114.100 acre tract , passing a corps of engineers monument at a distance of 3772.4 feet, for a total distance of 512.44 feet;

THENCE with the boundary line of said 3,114.100 acre tract, the following courses and distances

1. South 00° 30' 51" West, a distance of 49.45 feet;
2. South 11° 48' 49" East, a distance of 64.75 feet to a mag nail found;
3. North 45° 14' 01" East, a distance of 86.01 feet to a mag nail found;
4. North 44° 45' 59" West, a distance of 23.21 feet;
5. North 00° 28' 22" East, a distance of 33.82 feet;
6. South 88° 03' 30" East, a distance of 201.48 feet;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South 86° 16' 59" West, a distance of 40.29 feet;
2. South 70° 47' 50" West, a distance of 42.25 feet;
3. South 63° 26' 23" West, a distance of 36.99 feet;
4. South 51° 58' 45" West, a distance of 68.05 feet to the beginning of a non-tangential curve to the left;
5. THENCE With said curve to the left, having a radius of 310.65 feet, a central angle of 14° 38' 53", an arc length of 79.42 feet, a chord that bears South 44° 23' 10" West, a distance of 79.20 feet to a point at the end of said non-tangential line curve;
6. South 37° 25' 03" West, a distance of 350.00 feet;
7. South 04° 48' 39" West, a distance of 1002.20 feet to the beginning of a non-tangential curve to the left;
8. THENCE With said curve to the left, having a radius of 1070.00 feet, a central angle of 19° 13' 56", an arc length of 359.16 feet, a chord that bears South 82° 21' 10" East, a distance of 357.48 feet to a point at the end of said curve;
9. North 88° 01' 51" East, a distance of 951.99 feet to the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84);

THENCE South 01° 58' 09" East, a distance of 60.00 feet;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South 88° 01' 51" West, a distance of 951.99 feet to the beginning of a curve to the right;
2. THENCE With said curve to the right, having a radius of 1130.00 feet, a central angle of 09° 47' 17", an arc length of 193.04 feet, a chord that bears North 87° 04' 30" West, a distance of 192.81 feet to a point at the end of said curve;
3. South 01° 41' 09" East, a distance of 444.63 feet;
4. South 17° 21' 10" East, a distance of 408.12 feet;
5. North 72° 56' 49" East, a distance of 604.85 feet to the beginning of a curve to the right;
6. THENCE With said curve to the right, having a radius of 1050.00 feet, a central angle of 15° 02' 02", an arc length of 275.51 feet, a chord that bears North 80° 27' 50" East, a distance of 274.72 feet to a point at the end of said curve;
7. North 87° 58' 51" East, a distance of 181.79 feet to the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84);

THENCE with the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84), the following courses and distances:

1. South 02° 02' 25" East, a distance of 1299.24 feet to the beginning of a non-tangential curve to the left;

2. THENCE With said curve to the left, having a radius of 2914.79 feet, a central angle of  $03^{\circ} 04' 22''$ , an arc length of 156.32 feet, a chord that bears South  $03^{\circ} 35' 52''$  East, a distance of 156.30 feet to a point at the end of said curve;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South  $72^{\circ} 56' 51''$  West, a distance of 334.95 feet;
2. South  $17^{\circ} 03' 45''$  East, a distance of 489.65 feet to the beginning of a curve to the right;
3. THENCE With said curve to the right, having a radius of 100.00 feet, a central angle of  $90^{\circ} 00' 36''$ , an arc length of 157.10 feet, a chord that bears South  $27^{\circ} 56' 33''$  West, a distance of 141.43 feet to a point at the end of said curve;
4. South  $72^{\circ} 56' 51''$  West, a distance of 43.34 feet;
5. South  $17^{\circ} 03' 09''$  East, a distance of 77.16 feet;
6. South  $15^{\circ} 05' 28''$  East, a distance of 248.31 feet;
7. North  $72^{\circ} 56' 51''$  East, a distance of 205.21 feet to the beginning of a curve to the left;
8. THENCE With said curve to the left, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears North  $68^{\circ} 40' 56''$  East, a distance of 37.19 feet to a point at the end of said curve;
9. North  $64^{\circ} 25' 00''$  East, a distance of 63.82 feet to the beginning of a curve to the right;
10. THENCE With said curve to the right, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears North  $68^{\circ} 40' 56''$  East, a distance of 37.19 feet to a point at the end of said curve;
11. North  $72^{\circ} 56' 51''$  East, a distance of 81.35 feet to the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84);

THENCE South  $17^{\circ} 03' 09''$  East, with the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84), a distance of 120.00 feet;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South  $72^{\circ} 56' 51''$  West, a distance of 81.35 feet to the beginning of a curve to the right;
2. THENCE With said curve to the right, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears South  $77^{\circ} 12' 46''$  West, a distance of 37.19 feet to a point at the end of said curve;
3. South  $81^{\circ} 28' 42''$  West, a distance of 63.83 feet to the beginning of a curve to the left;
4. THENCE With said curve to the left, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears South  $77^{\circ} 12' 46''$  West, a distance of 37.19 feet to a point at the end of said curve;

South 72° 56' 51" West, a distance of 947.54 feet to the beginning of a curve to the right;  
THENCE With said curve to the right, having a radius of 2060.00 feet, a central angle of 17° 29'  
20", a chord that bears South 81° 41' 31" West, a distance of 626.35 feet to a point at the end of  
said curve;

South 02° 18' 25" West, a distance of 41.79 feet;  
South 89° 21' 34" West, a distance of 34.28 feet;  
South 42° 52' 24" West, a distance of 45.54 feet;  
South 24° 41' 07" West, a distance of 38.80 feet;  
South 23° 39' 51" West, a distance of 47.09 feet;  
South 27° 07' 09" West, a distance of 45.43 feet;  
South 34° 52' 47" West, a distance of 41.69 feet;  
South 42° 37' 38" West, a distance of 57.62 feet;  
South 39° 28' 43" West, a distance of 105.72 feet;  
South 40° 39' 53" West, a distance of 36.48 feet;  
South 52° 01' 39" West, a distance of 40.78 feet;  
South 71° 33' 27" West, a distance of 34.38 feet;  
South 89° 30' 12" West, a distance of 31.25 feet;  
North 76° 33' 47" West, a distance of 25.71 feet;  
North 64° 05' 41" West, a distance of 47.75 feet;  
North 56° 40' 33" West, a distance of 43.41 feet;  
North 51° 33' 24" West, a distance of 79.28 feet;  
North 51° 12' 42" West, a distance of 31.62 feet;  
North 72° 07' 46" West, a distance of 37.14 feet;  
South 79° 26' 22" West, a distance of 26.14 feet;

THENCE with the westerly line of said 3,114.100 acre tract and the meanders of the 619 contour  
of Lake Texoma, the following courses and distances:

South 40° 10' 36" West, a distance of 48.02 feet;  
South 19° 26' 03" West, a distance of 24.99 feet;  
South 18° 12' 33" West, a distance of 33.75 feet;  
South 14° 16' 21" West, a distance of 39.43 feet;  
South 08° 48' 52" West, a distance of 34.23 feet;  
South 06° 45' 09" West, a distance of 35.39 feet;  
South 08° 44' 02" West, a distance of 30.93 feet;  
South 09° 41' 11" West, a distance of 10.98 feet;  
South 18° 47' 46" West, a distance of 24.42 feet;  
South 40° 16' 42" West, a distance of 14.79 feet;  
South 33° 20' 50" West, a distance of 12.13 feet;  
South 46° 37' 57" West, a distance of 17.20 feet;

South 56° 53' 45" West, a distance of 17.81 feet;  
 South 51° 41' 56" West, a distance of 14.24 feet;  
 South 51° 41' 56" West, a distance of 16.56 feet;  
 South 51° 41' 56" West, a distance of 17.83 feet;  
 South 55° 10' 11" West, a distance of 25.21 feet;  
 South 58° 04' 00" West, a distance of 36.51 feet;  
 South 66° 15' 48" West, a distance of 24.22 feet;  
 South 70° 49' 44" West, a distance of 42.13 feet;  
 South 79° 41' 55" West, a distance of 19.90 feet;  
 South 82° 38' 22" West, a distance of 27.75 feet;  
 South 85° 20' 04" West, a distance of 31.19 feet;  
 South 83° 43' 48" West, a distance of 48.61 feet;  
 South 77° 12' 52" West, a distance of 23.74 feet;  
 South 77° 25' 25" West, a distance of 54.71 feet;  
 South 75° 40' 39" West, a distance of 22.72 feet;  
 South 72° 05' 05" West, a distance of 26.64 feet;  
 South 54° 47' 30" West, a distance of 10.20 feet;  
 South 53° 44' 31" West, a distance of 83.10 feet to the beginning of a curve to the right;  
 THENCE With said curve to the right, having a radius of 3.00 feet, a central angle of 32° 00' 40",  
 an arc length of 1.68 feet, a chord that bears South 69° 44' 51" West, a distance of 1.65 feet to a  
 point at the end of said curve;  
 South 85° 45' 11" West, a distance of 92.90 feet to the beginning of a curve to the right;  
 THENCE With said curve to the right, having a radius of 3.00 feet, a central angle of 90° 00' 00",  
 an arc length of 4.71 feet, a chord that bears North 49° 14' 49" West, a distance of 4.24 feet to a  
 point at the end of said curve;  
 North 04° 14' 49" West, a distance of 64.43 feet to the beginning of a curve to the right;  
 THENCE With said curve to the right, having a radius of 380.00 feet, a central angle of 30° 16'  
 58", an arc length of 200.84 feet, a chord that bears North 10° 53' 40" East, a distance of 198.51  
 feet to a point at the end of said curve;  
 North 26° 02' 09" East, a distance of 243.31 feet to the beginning of a curve to the left;  
 THENCE With said curve to the left, having a radius of 3.00 feet, a central angle of 85° 14' 12",  
 an arc length of 4.46 feet, a chord that bears North 16° 34' 57" West, a distance of 4.06 feet to a  
 point at the end of said curve;  
 North 59° 12' 03" West, a distance of 68.65 feet;  
 North 58° 26' 06" West, a distance of 8.85 feet;  
 North 59° 25' 50" West, a distance of 51.21 feet to the beginning of a curve to the left;  
 THENCE With said curve to the left, having a radius of 3.00 feet, a central angle of 30° 41' 03",  
 an arc length of 1.61 feet, a chord that bears North 74° 46' 21" West, a distance of 1.59 feet to a  
 point at the end of said curve;

South 89° 53' 07" West, a distance of 3045.59 feet to the westerly line of said 3,114.100 acre tract and the meanders of the 619 contour of Lake Texoma;

THENCE with the westerly line of said 3,114.100 acre tract and the meanders of the 619 contour of Lake Texoma, the following courses and distances:

1. North 23° 41' 36" West, a distance of 60.97 feet;
2. North 31° 41' 54" West, a distance of 56.89 feet;
3. North 25° 04' 24" East, a distance of 35.75 feet;
4. North 59° 42' 08" East, a distance of 43.98 feet;
5. North 70° 32' 09" East, a distance of 48.29 feet;
6. North 82° 15' 48" West, a distance of 42.29 feet;
7. North 49° 06' 16" West, a distance of 69.58 feet;
8. North 52° 40' 04" West, a distance of 49.77 feet;
9. North 18° 39' 12" West, a distance of 20.26 feet;
10. North 03° 14' 16" West, a distance of 58.38 feet;
11. North 74° 33' 40" East, a distance of 33.14 feet;
12. North 45° 49' 42" East, a distance of 55.08 feet;
13. North 08° 11' 31" East, a distance of 57.98 feet;
14. North 46° 32' 40" West, a distance of 20.71 feet;
15. North 47° 22' 35" East, a distance of 733.77 feet;
16. North 16° 15' 56" East, a distance of 157.36 feet;
17. North 47° 46' 28" West, a distance of 348.82 feet;
18. South 43° 47' 31" West, a distance of 214.07 feet;
19. North 46° 12' 29" West, a distance of 80.00 feet;
20. South 41° 10' 14" West, a distance of 128.00 feet to the beginning of a non-tangential curve to the right;
21. THENCE With said curve to the right, having a radius of 206.73 feet, a central angle of 101° 22' 09", an arc length of 365.75 feet, a chord that bears South 89° 22' 02" West, a distance of 319.88 feet to a point at the end of said curve;
22. North 38° 25' 49" West, a distance of 249.34 feet;
23. North 09° 24' 32" West, a distance of 257.51 feet;
24. North 36° 48' 43" West, a distance of 258.91 feet;
25. South 53° 22' 04" West, a distance of 218.29 feet;
26. South 53° 02' 36" West, a distance of 18.89 feet;
27. North 46° 19' 20" West, a distance of 30.95 feet;
28. South 78° 52' 15" West, a distance of 31.09 feet;
29. North 20° 13' 21" West, a distance of 30.89 feet;
30. North 66° 56' 57" West, a distance of 39.44 feet;
31. South 60° 05' 39" West, a distance of 35.96 feet;
32. South 80° 34' 35" West, a distance of 76.26 feet;
33. North 41° 50' 34" West, a distance of 69.19 feet;
34. North 36° 36' 53" West, a distance of 131.58 feet;

35. North 28° 28' 03" West, a distance of 94.97 feet;
36. North 16° 51' 28" West, a distance of 94.99 feet;
37. North 15° 06' 53" West, a distance of 134.94 feet;
38. North 00° 32' 42" East, a distance of 49.74 feet;
39. North 04° 51' 50" East, a distance of 123.63 feet;
40. North 19° 58' 27" West, a distance of 73.40 feet;
41. North 41° 31' 14" West, a distance of 99.62 feet;
42. North 35° 57' 57" West, a distance of 62.49 feet;
43. North 10° 31' 17" West, a distance of 132.31 feet;
44. North 02° 07' 35" West, a distance of 59.64 feet;
45. North 06° 10' 03" West, a distance of 146.75 feet;
46. North 08° 38' 50" East, a distance of 53.56 feet;
47. North 10° 13' 05" East, a distance of 108.53 feet;
48. North 34° 34' 34" East, a distance of 93.43 feet;
49. North 52° 50' 53" East, a distance of 91.05 feet;
50. North 63° 40' 17" East, a distance of 50.07 feet;
51. North 63° 47' 43" East, a distance of 100.45 feet;
52. North 51° 03' 36" East, a distance of 75.00 feet;
53. North 07° 05' 25" East, a distance of 80.48 feet;
54. North 08° 11' 51" East, a distance of 112.90 feet;
55. North 07° 02' 43" East, a distance of 71.59 feet;
56. North 32° 37' 42" East, a distance of 124.12 feet;
57. North 35° 34' 13" East, a distance of 127.46 feet;
58. North 44° 25' 31" East, a distance of 114.40 feet;
59. North 07° 40' 29" West, a distance of 135.68 feet;
60. North 27° 40' 23" West, a distance of 102.97 feet;
61. North 16° 17' 14" West, a distance of 66.69 feet;
62. North 00° 23' 39" East, a distance of 66.86 feet;
63. North 21° 50' 56" West, a distance of 66.50 feet;
64. North 07° 01' 54" West, a distance of 141.26 feet;
65. North 01° 18' 54" East, a distance of 122.32 feet;
66. North 20° 16' 50" East, a distance of 89.31 feet;
67. North 18° 23' 49" East, a distance of 112.29 feet;
68. North 08° 25' 25" East, a distance of 123.81 feet;
69. North 07° 44' 39" East, a distance of 120.62 feet;
70. North 25° 07' 39" East, a distance of 81.06 feet;
71. North 43° 53' 29" East, a distance of 57.93 feet;
72. North 53° 59' 37" East, a distance of 50.47 feet;
73. North 78° 59' 02" East, a distance of 32.41 feet;
74. South 60° 19' 11" East, a distance of 110.66 feet;
75. South 45° 45' 19" East, a distance of 173.38 feet;
76. South 40° 37' 12" East, a distance of 79.88 feet;
77. South 35° 27' 10" East, a distance of 122.35 feet;

78. South 63° 57' 06" East, a distance of 93.16 feet;
79. South 44° 38' 30" East, a distance of 138.55 feet;
80. South 23° 02' 28" East, a distance of 46.83 feet;
81. South 72° 33' 04" East, a distance of 67.47 feet;
82. North 49° 24' 54" East, a distance of 20.05 feet;
83. North 77° 27' 54" East, a distance of 98.42 feet;
84. North 80° 40' 31" East, a distance of 47.01 feet;
85. South 73° 07' 22" East, a distance of 98.95 feet;
86. South 61° 43' 32" East, a distance of 24.33 feet;
87. South 32° 00' 08" East, a distance of 84.98 feet;
88. South 16° 40' 27" East, a distance of 67.34 feet;
89. South 10° 58' 57" West, a distance of 73.29 feet;
90. South 23° 33' 31" East, a distance of 44.20 feet;
91. South 08° 40' 48" West, a distance of 68.54 feet;
92. South 02° 21' 10" West, a distance of 65.80 feet;
93. South 46° 22' 31" East, a distance of 80.11 feet;
94. South 09° 15' 39" East, a distance of 40.37 feet;
95. South 31° 16' 45" East, a distance of 49.02 feet;
96. South 02° 38' 45" West, a distance of 62.69 feet;
97. South 27° 16' 15" West, a distance of 29.41 feet;
98. South 88° 32' 25" East, a distance of 26.46 feet;
99. North 14° 32' 18" East, a distance of 42.87 feet;
100. North 24° 05' 09" East, a distance of 47.31 feet;
101. North 24° 17' 34" West, a distance of 39.46 feet;
102. North 05° 00' 31" West, a distance of 26.40 feet;
103. North 00° 43' 08" West, a distance of 50.45 feet;
104. North 41° 56' 10" West, a distance of 45.34 feet;
105. North 03° 02' 53" West, a distance of 33.33 feet;
106. North 33° 02' 04" East, a distance of 60.66 feet;
107. North 04° 13' 46" East, a distance of 50.31 feet;
108. North 07° 51' 00" East, a distance of 45.90 feet;
109. North 32° 31' 31" East, a distance of 94.15 feet;
110. North 66° 40' 47" East, a distance of 92.28 feet;
111. North 76° 38' 56" East, a distance of 138.75 feet;
112. South 66° 44' 59" East, a distance of 60.82 feet;
113. South 70° 12' 42" East, a distance of 127.43 feet;
114. South 51° 56' 20" East, a distance of 124.62 feet;
115. South 44° 30' 47" East, a distance of 95.63 feet;
116. South 49° 44' 36" East, a distance of 95.56 feet;
117. North 35° 03' 09" East, a distance of 136.27 feet;
118. North 16° 24' 00" West, a distance of 52.77 feet;
119. North 81° 50' 42" West, a distance of 85.74 feet;
120. North 13° 40' 04" West, a distance of 63.98 feet;

121. North 79° 39' 32" West, a distance of 64.98 feet;
122. North 33° 51' 39" West, a distance of 73.29 feet;
123. North 30° 17' 07" West, a distance of 73.39 feet;
124. North 13° 22' 22" West, a distance of 17.95 feet;
125. North 28° 42' 09" East, a distance of 137.77 feet;
126. North 51° 02' 59" East, a distance of 52.59 feet;
127. North 16° 56' 38" East, a distance of 51.73 feet;
128. North 26° 23' 41" East, a distance of 57.90 feet;
129. North 19° 07' 34" West, a distance of 67.31 feet;
130. North 11° 05' 15" East, a distance of 38.86 feet;
131. North 65° 40' 48" West, a distance of 73.34 feet;
132. South 20° 08' 49" West, a distance of 115.65 feet;
133. South 67° 56' 06" West, a distance of 64.24 feet;
134. South 14° 32' 06" West, a distance of 40.41 feet;
135. South 75° 05' 48" West, a distance of 81.06 feet;
136. North 85° 22' 05" West, a distance of 121.92 feet;
137. North 78° 15' 52" West, a distance of 94.44 feet;
138. North 77° 33' 22" West, a distance of 54.82 feet;
139. North 68° 52' 49" West, a distance of 115.31 feet;
140. North 81° 06' 02" West, a distance of 97.05 feet;
141. North 70° 19' 14" West, a distance of 67.06 feet;
142. North 43° 48' 04" West, a distance of 81.96 feet;
143. North 83° 04' 48" West, a distance of 72.44 feet;
144. North 62° 45' 18" West, a distance of 110.97 feet;
145. North 50° 44' 46" West, a distance of 51.61 feet;
146. North 12° 19' 33" East, a distance of 60.65 feet;
147. North 03° 05' 25" East, a distance of 123.80 feet;
148. North 47° 37' 47" West, a distance of 55.36 feet;
149. North 73° 21' 15" West, a distance of 48.22 feet;
150. North 04° 26' 31" West, a distance of 10.50 feet;
151. North 22° 19' 08" East, a distance of 154.05 feet;
152. North 05° 26' 44" West, a distance of 44.70 feet;
153. South 87° 31' 52" West, a distance of 65.47 feet;
154. South 84° 09' 05" West, a distance of 95.71 feet;
155. North 82° 46' 24" West, a distance of 85.90 feet;
156. North 43° 11' 40" West, a distance of 78.91 feet;
157. North 44° 04' 37" West, a distance of 89.02 feet;
158. North 34° 09' 05" West, a distance of 86.73 feet;
159. North 21° 50' 54" West, a distance of 105.67 feet;
160. North 07° 16' 55" West, a distance of 145.08 feet;
161. North 06° 22' 43" East, a distance of 67.27 feet;
162. North 39° 26' 00" East, a distance of 22.84 feet;
163. North 45° 15' 30" East, a distance of 138.21 feet;

- 164. North 52° 48' 15" East, a distance of 193.28 feet;
- 165. North 47° 55' 58" East, a distance of 111.91 feet;
- 166. North 15° 54' 14" West, a distance of 66.13 feet;
- 167. North 50° 21' 50" West, a distance of 90.10 feet;
- 168. North 71° 20' 21" West, a distance of 94.08 feet;
- 169. South 71° 08' 05" West, a distance of 84.06 feet;
- 170. North 72° 05' 50" West, a distance of 72.86 feet;
- 171. South 86° 30' 58" West, a distance of 37.36 feet;
- 172. North 82° 21' 53" West, a distance of 93.85 feet;
- 173. North 50° 26' 20" East, a distance of 127.44 feet;
- 174. North 43° 20' 20" East, a distance of 85.57 feet;
- 175. North 18° 41' 01" East, a distance of 87.81 feet;
- 176. North 14° 02' 40" West, a distance of 83.71 feet;
- 177. North 39° 03' 46" West, a distance of 82.80 feet;
- 178. North 89° 08' 54" West, a distance of 55.17 feet;
- 179. North 72° 40' 50" West, a distance of 89.07 feet;
- 180. North 21° 43' 23" East, a distance of 116.44 feet;
- 181. North 01° 32' 04" West, a distance of 65.28 feet;
- 182. North 35° 07' 26" West, a distance of 60.88 feet;
- 183. North 05° 22' 02" West, a distance of 25.68 feet;
- 184. North 17° 44' 08" East, a distance of 126.41 feet;
- 185. North 03° 45' 08" West, a distance of 95.45 feet;
- 186. North 34° 30' 50" West, a distance of 50.72 feet;
- 187. North 11° 59' 42" West, a distance of 117.79 feet;
- 188. North 38° 28' 17" West, a distance of 85.21 feet;
- 189. North 22° 15' 24" West, a distance of 84.22 feet;
- 190. North 07° 09' 28" East, a distance of 57.03 feet;
- 191. North 05° 11' 10" East, a distance of 89.38 feet;
- 192. North 20° 46' 27" East, a distance of 65.67 feet;
- 193. North 31° 54' 56" East, a distance of 70.91 feet;
- 194. North 20° 38' 59" East, a distance of 44.10 feet;
- 195. North 40° 33' 59" East, a distance of 127.70 feet;
- 196. North 71° 23' 43" East, a distance of 115.00 feet;
- 197. North 80° 07' 19" East, a distance of 106.69 feet;
- 198. South 78° 23' 50" East, a distance of 44.86 feet;
- 199. North 84° 17' 42" East, a distance of 28.54 feet;
- 200. South 75° 29' 49" East, a distance of 124.02 feet;
- 201. South 65° 13' 32" East, a distance of 119.24 feet;
- 202. North 70° 17' 05" East, a distance of 88.01 feet;
- 203. North 46° 49' 28" East, a distance of 68.95 feet;
- 204. North 27° 56' 17" East, a distance of 50.08 feet;
- 205. North 12° 26' 03" West, a distance of 58.28 feet;
- 206. North 42° 25' 42" West, a distance of 161.88 feet;

- 207. North 29° 24' 20" West, a distance of 149.55 feet;
- 208. North 32° 43' 12" West, a distance of 86.80 feet;
- 209. North 48° 18' 35" West, a distance of 104.36 feet;
- 210. North 02° 52' 53" West, a distance of 54.27 feet;
- 211. North 64° 03' 06" East, a distance of 45.95 feet;
- 212. North 45° 19' 44" East, a distance of 56.79 feet;
- 213. North 42° 27' 13" East, a distance of 85.01 feet;
- 214. North 23° 34' 25" East, a distance of 113.58 feet;
- 215. North 42° 38' 56" East, a distance of 31.65 feet;
- 216. South 85° 17' 49" East, a distance of 22.25 feet;
- 217. North 45° 48' 00" East, a distance of 65.24 feet;
- 218. North 48° 33' 11" East, a distance of 54.89 feet;
- 219. North 62° 41' 45" East, a distance of 120.70 feet;
- 220. South 78° 06' 48" East, a distance of 56.15 feet;
- 221. South 87° 55' 18" East, a distance of 165.26 feet;
- 222. North 65° 26' 23" East, a distance of 66.12 feet;
- 223. South 56° 16' 13" East, a distance of 59.34 feet;
- 224. North 80° 31' 29" East, a distance of 53.36 feet;
- 225. North 34° 16' 49" East, a distance of 66.61 feet;
- 226. North 49° 44' 58" East, a distance of 110.84 feet;
- 227. North 04° 46' 42" East, a distance of 34.02 feet;
- 228. North 86° 42' 03" East, a distance of 22.37 feet;
- 229. North 46° 30' 49" East, a distance of 148.77 feet;
- 230. North 69° 35' 59" East, a distance of 148.41 feet;
- 231. North 86° 26' 09" East, a distance of 105.43 feet;
- 232. South 63° 58' 39" East, a distance of 34.91 feet;
- 233. South 51° 40' 37" East, a distance of 62.45 feet;
- 234. South 41° 14' 23" East, a distance of 198.18 feet;
- 235. South 68° 21' 11" East, a distance of 33.08 feet;
- 236. South 00° 19' 02" West, a distance of 58.36 feet;
- 237. South 14° 45' 16" East, a distance of 155.72 feet;
- 238. South 03° 26' 01" East, a distance of 141.77 feet;
- 239. South 11° 02' 43" West, a distance of 101.05 feet;
- 240. South 14° 39' 24" West, a distance of 95.10 feet;
- 241. South 44° 49' 53" East, a distance of 134.19 feet;
- 242. South 29° 26' 57" East, a distance of 64.61 feet;
- 243. South 72° 29' 22" East, a distance of 23.33 feet;
- 244. South 36° 25' 36" East, a distance of 41.49 feet;
- 245. South 17° 23' 27" East, a distance of 74.90 feet;
- 246. South 49° 46' 15" East, a distance of 64.02 feet;
- 247. North 66° 09' 01" East, a distance of 56.34 feet;
- 248. North 42° 36' 59" East, a distance of 55.28 feet;

THENCE South 77° 49' 45" East, over and across said 3,114.100 acre tract, a distance of 1622.74 feet to an easterly line of said 3,114.100 acre tract;

THENCE South 02° 02' 27" West, with an easterly line of said 3,114.100 acre tract, a distance of 1366.15 feet to the POINT OF BEGINNING and enclosing 1011.557 acres (44,063,405 square feet) of land, more or less.

NOV - 8 2024

**PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT  
WITHIN THE CORPORATE LIMITS OF THE CITY OF DENISON, TEXAS FOR THE  
PRESTON HARBOR PUBLIC IMPROVEMENT DISTRICT**

This petition ("Petition") is submitted and filed with the City Secretary of the City of Denison, Texas ("City"), by Waterfall Development Partners, L.P., a Texas limited partnership (the "Petitioner"), owner of a majority of the real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the corporate limits of the City, more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B** (the "Property"). In support of this Petition, the Petitioner presents the following:

**Section 1. General Nature of the Authorized Improvements.** The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including acquisition of land or right-of-way or similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

**Section 2. Estimated Cost of the Authorized Improvements.** The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District is \$300,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments and possible tax increment reinvestment zone revenue. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

**Section 3. Boundaries of the Proposed District.** The District is proposed to include the Property.

**Section 4. Proposed Method of Assessment.**

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

**Section 5. Proposed Apportionment of Costs between the District and the City.**

The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

**Section 6. Management of the District.**

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

**Section 7. The Petitioner Requests Establishment of the District.** The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the authority to execute and deliver the Petition.

**Section 8. Advisory Board.**

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

**Section 9. Landowner(s).**

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the

proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

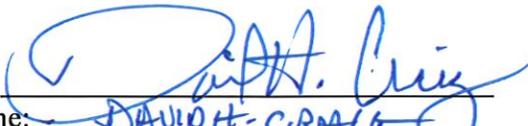
This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The Petitioner requests that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

RESPECTFULLY SUBMITTED, on this the 7<sup>th</sup> day of NOV; 2024.

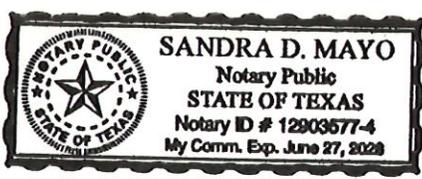
**PETITIONER:**

**WATERFALL DEVELOPMENT PARTNERS, L.P.,**  
a Texas limited partnership

By:   
Name: DAVID H. CRAIG  
Title: Manager

THE STATE OF TEXAS    §  
  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 7<sup>th</sup> day of NOVEMBER, 2024, by DAVID H. CRAIG (name), MANAGER (title) of Waterfall Development Partners, L.P., a Texas limited partnership, on behalf of said partnership.



  
Notary Public in and for the State of Texas

## EXHIBIT A

### Metes and Bounds Description

1011.557 ACRES

BEING all that certain tract or parcel of land situated in the W. Bean Survey, Abstract No. 84, in the W. J. Reeves Survey, Abstract No. 1018, in the T. M. Reeves Survey, Abstract No. 1017, in the G. Gates Survey, Abstract No. 443, in the J. Wilcox Survey, Abstract No. 1358, in the P. Stamps Survey, Abstract No. 1098, and in the J. Armendaris Survey, Abstract No. 40, in Grayson County, Texas and being a portion of a called 3,114.100 acre tract of land described in the deed to Waterfall Development Partners, LP, recorded in Instrument No. 2023-32617, Official Public Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail found at a salient corner of said 3,114.100 acre tract;

THENCE South 88° 39' 36" East, with a northerly line of said 3,114.100 acre tract, a distance of 1030.40 feet to a corps of engineers monument found ;

THENCE South 02° 03' 16" West, with an easterly line of said 3,114.100 acre tract, a distance of 920.04 feet to a corps of engineers monument found;

THENCE South 88° 39' 44" East, with a northerly line of said 3,114.100 acre tract, a distance of 86.09 feet to a corps of engineers monument found;

THENCE South 01° 57' 38" West, with an easterly line of said 3,114.100 acre tract, a distance of 411.57 feet to a corps of engineers monument found;

THENCE South 88° 03' 29" East, with a northerly line of said 3,114.100 acre tract, passing a corps of engineers monument at a distance of 377.24 feet, for a total distance of 512.44 feet;

THENCE with the boundary line of said 3,114.100 acre tract, the following courses and distances

1. South 00° 30' 51" West, a distance of 49.45 feet;
2. South 11° 48' 49" East, a distance of 64.75 feet to a mag nail found;
3. North 45° 14' 01" East, a distance of 86.01 feet to a mag nail found;
4. North 44° 45' 59" West, a distance of 23.21 feet;
5. North 00° 28' 22" East, a distance of 33.82 feet;
6. South 88° 03' 30" East, a distance of 201.48 feet;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South 86° 16' 59" West, a distance of 40.29 feet;
2. South 70° 47' 50" West, a distance of 42.25 feet;
3. South 63° 26' 23" West, a distance of 36.99 feet;
4. South 51° 58' 45" West, a distance of 68.05 feet to the beginning of a non-tangential curve to the left;
5. THENCE With said curve to the left, having a radius of 310.65 feet, a central angle of 14° 38' 53", an arc length of 79.42 feet, a chord that bears South 44° 23' 10" West, a distance of 79.20 feet to a point at the end of said non-tangential line curve;
6. South 37° 25' 03" West, a distance of 350.00 feet;
7. South 04° 48' 39" West, a distance of 1002.20 feet to the beginning of a non-tangential curve to the left;
8. THENCE With said curve to the left, having a radius of 1070.00 feet, a central angle of 19° 13' 56", an arc length of 359.16 feet, a chord that bears South 82° 21' 10" East, a distance of 357.48 feet to a point at the end of said curve;
9. North 88° 01' 51" East, a distance of 951.99 feet to the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84);

THENCE South 01° 58' 09" East, a distance of 60.00 feet;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South 88° 01' 51" West, a distance of 951.99 feet to the beginning of a curve to the right;
2. THENCE With said curve to the right, having a radius of 1130.00 feet, a central angle of 09° 47' 17", an arc length of 193.04 feet, a chord that bears North 87° 04' 30" West, a distance of 192.81 feet to a point at the end of said curve;
3. South 01° 41' 09" East, a distance of 444.63 feet;
4. South 17° 21' 10" East, a distance of 408.12 feet;
5. North 72° 56' 49" East, a distance of 604.85 feet to the beginning of a curve to the right;
6. THENCE With said curve to the right, having a radius of 1050.00 feet, a central angle of 15° 02' 02", an arc length of 275.51 feet, a chord that bears North 80° 27' 50" East, a distance of 274.72 feet to a point at the end of said curve;
7. North 87° 58' 51" East, a distance of 181.79 feet to the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84);

THENCE with the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84), the following courses and distances:

1. South 02° 02' 25" East, a distance of 1299.24 feet to the beginning of a non-tangential curve to the left;

2. THENCE With said curve to the left, having a radius of 2914.79 feet, a central angle of  $03^{\circ} 04' 22''$ , an arc length of 156.32 feet, a chord that bears South  $03^{\circ} 35' 52''$  East, a distance of 156.30 feet to a point at the end of said curve;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South  $72^{\circ} 56' 51''$  West, a distance of 334.95 feet;
2. South  $17^{\circ} 03' 45''$  East, a distance of 489.65 feet to the beginning of a curve to the right;
3. THENCE With said curve to the right, having a radius of 100.00 feet, a central angle of  $90^{\circ} 00' 36''$ , an arc length of 157.10 feet, a chord that bears South  $27^{\circ} 56' 33''$  West, a distance of 141.43 feet to a point at the end of said curve;
4. South  $72^{\circ} 56' 51''$  West, a distance of 43.34 feet;
5. South  $17^{\circ} 03' 09''$  East, a distance of 77.16 feet;
6. South  $15^{\circ} 05' 28''$  East, a distance of 248.31 feet;
7. North  $72^{\circ} 56' 51''$  East, a distance of 205.21 feet to the beginning of a curve to the left;
8. THENCE With said curve to the left, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears North  $68^{\circ} 40' 56''$  East, a distance of 37.19 feet to a point at the end of said curve;
9. North  $64^{\circ} 25' 00''$  East, a distance of 63.82 feet to the beginning of a curve to the right;
10. THENCE With said curve to the right, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears North  $68^{\circ} 40' 56''$  East, a distance of 37.19 feet to a point at the end of said curve;
11. North  $72^{\circ} 56' 51''$  East, a distance of 81.35 feet to the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84);

THENCE South  $17^{\circ} 03' 09''$  East, with the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84), a distance of 120.00 feet;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South  $72^{\circ} 56' 51''$  West, a distance of 81.35 feet to the beginning of a curve to the right;
2. THENCE With said curve to the right, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears South  $77^{\circ} 12' 46''$  West, a distance of 37.19 feet to a point at the end of said curve;
3. South  $81^{\circ} 28' 42''$  West, a distance of 63.83 feet to the beginning of a curve to the left;
4. THENCE With said curve to the left, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears South  $77^{\circ} 12' 46''$  West, a distance of 37.19 feet to a point at the end of said curve;

South 72° 56' 51" West, a distance of 947.54 feet to the beginning of a curve to the right;  
THENCE With said curve to the right, having a radius of 2060.00 feet, a central angle of 17° 29' 20", a chord that bears South 81° 41' 31" West, a distance of 626.35 feet to a point at the end of said curve;

South 02° 18' 25" West, a distance of 41.79 feet;  
South 89° 21' 34" West, a distance of 34.28 feet;  
South 42° 52' 24" West, a distance of 45.54 feet;  
South 24° 41' 07" West, a distance of 38.80 feet;  
South 23° 39' 51" West, a distance of 47.09 feet;  
South 27° 07' 09" West, a distance of 45.43 feet;  
South 34° 52' 47" West, a distance of 41.69 feet;  
South 42° 37' 38" West, a distance of 57.62 feet;  
South 39° 28' 43" West, a distance of 105.72 feet;  
South 40° 39' 53" West, a distance of 36.48 feet;  
South 52° 01' 39" West, a distance of 40.78 feet;  
South 71° 33' 27" West, a distance of 34.38 feet;  
South 89° 30' 12" West, a distance of 31.25 feet;  
North 76° 33' 47" West, a distance of 25.71 feet;  
North 64° 05' 41" West, a distance of 47.75 feet;  
North 56° 40' 33" West, a distance of 43.41 feet;  
North 51° 33' 24" West, a distance of 79.28 feet;  
North 51° 12' 42" West, a distance of 31.62 feet;  
North 72° 07' 46" West, a distance of 37.14 feet;  
South 79° 26' 22" West, a distance of 26.14 feet;

THENCE with the westerly line of said 3,114.100 acre tract and the meanders of the 619 contour of Lake Texoma, the following courses and distances:

South 40° 10' 36" West, a distance of 48.02 feet;  
South 19° 26' 03" West, a distance of 24.99 feet;  
South 18° 12' 33" West, a distance of 33.75 feet;  
South 14° 16' 21" West, a distance of 39.43 feet;  
South 08° 48' 52" West, a distance of 34.23 feet;  
South 06° 45' 09" West, a distance of 35.39 feet;  
South 08° 44' 02" West, a distance of 30.93 feet;  
South 09° 41' 11" West, a distance of 10.98 feet;  
South 18° 47' 46" West, a distance of 24.42 feet;  
South 40° 16' 42" West, a distance of 14.79 feet;  
South 33° 20' 50" West, a distance of 12.13 feet;  
South 46° 37' 57" West, a distance of 17.20 feet;

South 56° 53' 45" West, a distance of 17.81 feet;  
South 51° 41' 56" West, a distance of 14.24 feet;  
South 51° 41' 56" West, a distance of 16.56 feet;  
South 51° 41' 56" West, a distance of 17.83 feet;  
South 55° 10' 11" West, a distance of 25.21 feet;  
South 58° 04' 00" West, a distance of 36.51 feet;  
South 66° 15' 48" West, a distance of 24.22 feet;  
South 70° 49' 44" West, a distance of 42.13 feet;  
South 79° 41' 55" West, a distance of 19.90 feet;  
South 82° 38' 22" West, a distance of 27.75 feet;  
South 85° 20' 04" West, a distance of 31.19 feet;  
South 83° 43' 48" West, a distance of 48.61 feet;  
South 77° 12' 52" West, a distance of 23.74 feet;  
South 77° 25' 25" West, a distance of 54.71 feet;  
South 75° 40' 39" West, a distance of 22.72 feet;  
South 72° 05' 05" West, a distance of 26.64 feet;  
South 54° 47' 30" West, a distance of 10.20 feet;  
South 53° 44' 31" West, a distance of 83.10 feet to the beginning of a curve to the right;  
THENCE With said curve to the right, having a radius of 3.00 feet, a central angle of 32° 00' 40",  
an arc length of 1.68 feet, a chord that bears South 69° 44' 51" West, a distance of 1.65 feet to a  
point at the end of said curve;  
South 85° 45' 11" West, a distance of 92.90 feet to the beginning of a curve to the right;  
THENCE With said curve to the right, having a radius of 3.00 feet, a central angle of 90° 00' 00",  
an arc length of 4.71 feet, a chord that bears North 49° 14' 49" West, a distance of 4.24 feet to a  
point at the end of said curve;  
North 04° 14' 49" West, a distance of 64.43 feet to the beginning of a curve to the right;  
THENCE With said curve to the right, having a radius of 380.00 feet, a central angle of 30° 16'  
58", an arc length of 200.84 feet, a chord that bears North 10° 53' 40" East, a distance of 198.51  
feet to a point at the end of said curve;  
North 26° 02' 09" East, a distance of 243.31 feet to the beginning of a curve to the left;  
THENCE With said curve to the left, having a radius of 3.00 feet, a central angle of 85° 14' 12",  
an arc length of 4.46 feet, a chord that bears North 16° 34' 57" West, a distance of 4.06 feet to a  
point at the end of said curve;  
North 59° 12' 03" West, a distance of 68.65 feet;  
North 58° 26' 06" West, a distance of 8.85 feet;  
North 59° 25' 50" West, a distance of 51.21 feet to the beginning of a curve to the left;  
THENCE With said curve to the left, having a radius of 3.00 feet, a central angle of 30° 41' 03",  
an arc length of 1.61 feet, a chord that bears North 74° 46' 21" West, a distance of 1.59 feet to a  
point at the end of said curve;

South 89° 53' 07" West, a distance of 3045.59 feet to the westerly line of said 3,114.100 acre tract and the meanders of the 619 contour of Lake Texoma;

THENCE with the westerly line of said 3,114.100 acre tract and the meanders of the 619 contour of Lake Texoma, the following courses and distances:

1. North 23° 41' 36" West, a distance of 60.97 feet;
2. North 31° 41' 54" West, a distance of 56.89 feet;
3. North 25° 04' 24" East, a distance of 35.75 feet;
4. North 59° 42' 08" East, a distance of 43.98 feet;
5. North 70° 32' 09" East, a distance of 48.29 feet;
6. North 82° 15' 48" West, a distance of 42.29 feet;
7. North 49° 06' 16" West, a distance of 69.58 feet;
8. North 52° 40' 04" West, a distance of 49.77 feet;
9. North 18° 39' 12" West, a distance of 20.26 feet;
10. North 03° 14' 16" West, a distance of 58.38 feet;
11. North 74° 33' 40" East, a distance of 33.14 feet;
12. North 45° 49' 42" East, a distance of 55.08 feet;
13. North 08° 11' 31" East, a distance of 57.98 feet;
14. North 46° 32' 40" West, a distance of 20.71 feet;
15. North 47° 22' 35" East, a distance of 733.77 feet;
16. North 16° 15' 56" East, a distance of 157.36 feet;
17. North 47° 46' 28" West, a distance of 348.82 feet;
18. South 43° 47' 31" West, a distance of 214.07 feet;
19. North 46° 12' 29" West, a distance of 80.00 feet;
20. South 41° 10' 14" West, a distance of 128.00 feet to the beginning of a non-tangential curve to the right;
21. THENCE With said curve to the right, having a radius of 206.73 feet, a central angle of 101° 22' 09", an arc length of 365.75 feet, a chord that bears South 89° 22' 02" West, a distance of 319.88 feet to a point at the end of said curve;
22. North 38° 25' 49" West, a distance of 249.34 feet;
23. North 09° 24' 32" West, a distance of 257.51 feet;
24. North 36° 48' 43" West, a distance of 258.91 feet;
25. South 53° 22' 04" West, a distance of 218.29 feet;
26. South 53° 02' 36" West, a distance of 18.89 feet;
27. North 46° 19' 20" West, a distance of 30.95 feet;
28. South 78° 52' 15" West, a distance of 31.09 feet;
29. North 20° 13' 21" West, a distance of 30.89 feet;
30. North 66° 56' 57" West, a distance of 39.44 feet;
31. South 60° 05' 39" West, a distance of 35.96 feet;
32. South 80° 34' 35" West, a distance of 76.26 feet;
33. North 41° 50' 34" West, a distance of 69.19 feet;
34. North 36° 36' 53" West, a distance of 131.58 feet;

35. North 28° 28' 03" West, a distance of 94.97 feet;
36. North 16° 51' 28" West, a distance of 94.99 feet;
37. North 15° 06' 53" West, a distance of 134.94 feet;
38. North 00° 32' 42" East, a distance of 49.74 feet;
39. North 04° 51' 50" East, a distance of 123.63 feet;
40. North 19° 58' 27" West, a distance of 73.40 feet;
41. North 41° 31' 14" West, a distance of 99.62 feet;
42. North 35° 57' 57" West, a distance of 62.49 feet;
43. North 10° 31' 17" West, a distance of 132.31 feet;
44. North 02° 07' 35" West, a distance of 59.64 feet;
45. North 06° 10' 03" West, a distance of 146.75 feet;
46. North 08° 38' 50" East, a distance of 53.56 feet;
47. North 10° 13' 05" East, a distance of 108.53 feet;
48. North 34° 34' 34" East, a distance of 93.43 feet;
49. North 52° 50' 53" East, a distance of 91.05 feet;
50. North 63° 40' 17" East, a distance of 50.07 feet;
51. North 63° 47' 43" East, a distance of 100.45 feet;
52. North 51° 03' 36" East, a distance of 75.00 feet;
53. North 07° 05' 25" East, a distance of 80.48 feet;
54. North 08° 11' 51" East, a distance of 112.90 feet;
55. North 07° 02' 43" East, a distance of 71.59 feet;
56. North 32° 37' 42" East, a distance of 124.12 feet;
57. North 35° 34' 13" East, a distance of 127.46 feet;
58. North 44° 25' 31" East, a distance of 114.40 feet;
59. North 07° 40' 29" West, a distance of 135.68 feet;
60. North 27° 40' 23" West, a distance of 102.97 feet;
61. North 16° 17' 14" West, a distance of 66.69 feet;
62. North 00° 23' 39" East, a distance of 66.86 feet;
63. North 21° 50' 56" West, a distance of 66.50 feet;
64. North 07° 01' 54" West, a distance of 141.26 feet;
65. North 01° 18' 54" East, a distance of 122.32 feet;
66. North 20° 16' 50" East, a distance of 89.31 feet;
67. North 18° 23' 49" East, a distance of 112.29 feet;
68. North 08° 25' 25" East, a distance of 123.81 feet;
69. North 07° 44' 39" East, a distance of 120.62 feet;
70. North 25° 07' 39" East, a distance of 81.06 feet;
71. North 43° 53' 29" East, a distance of 57.93 feet;
72. North 53° 59' 37" East, a distance of 50.47 feet;
73. North 78° 59' 02" East, a distance of 32.41 feet;
74. South 60° 19' 11" East, a distance of 110.66 feet;
75. South 45° 45' 19" East, a distance of 173.38 feet;
76. South 40° 37' 12" East, a distance of 79.88 feet;
77. South 35° 27' 10" East, a distance of 122.35 feet;

78. South 63° 57' 06" East, a distance of 93.16 feet;
79. South 44° 38' 30" East, a distance of 138.55 feet;
80. South 23° 02' 28" East, a distance of 46.83 feet;
81. South 72° 33' 04" East, a distance of 67.47 feet;
82. North 49° 24' 54" East, a distance of 20.05 feet;
83. North 77° 27' 54" East, a distance of 98.42 feet;
84. North 80° 40' 31" East, a distance of 47.01 feet;
85. South 73° 07' 22" East, a distance of 98.95 feet;
86. South 61° 43' 32" East, a distance of 24.33 feet;
87. South 32° 00' 08" East, a distance of 84.98 feet;
88. South 16° 40' 27" East, a distance of 67.34 feet;
89. South 10° 58' 57" West, a distance of 73.29 feet;
90. South 23° 33' 31" East, a distance of 44.20 feet;
91. South 08° 40' 48" West, a distance of 68.54 feet;
92. South 02° 21' 10" West, a distance of 65.80 feet;
93. South 46° 22' 31" East, a distance of 80.11 feet;
94. South 09° 15' 39" East, a distance of 40.37 feet;
95. South 31° 16' 45" East, a distance of 49.02 feet;
96. South 02° 38' 45" West, a distance of 62.69 feet;
97. South 27° 16' 15" West, a distance of 29.41 feet;
98. South 88° 32' 25" East, a distance of 26.46 feet;
99. North 14° 32' 18" East, a distance of 42.87 feet;
100. North 24° 05' 09" East, a distance of 47.31 feet;
101. North 24° 17' 34" West, a distance of 39.46 feet;
102. North 05° 00' 31" West, a distance of 26.40 feet;
103. North 00° 43' 08" West, a distance of 50.45 feet;
104. North 41° 56' 10" West, a distance of 45.34 feet;
105. North 03° 02' 53" West, a distance of 33.33 feet;
106. North 33° 02' 04" East, a distance of 60.66 feet;
107. North 04° 13' 46" East, a distance of 50.31 feet;
108. North 07° 51' 00" East, a distance of 45.90 feet;
109. North 32° 31' 31" East, a distance of 94.15 feet;
110. North 66° 40' 47" East, a distance of 92.28 feet;
111. North 76° 38' 56" East, a distance of 138.75 feet;
112. South 66° 44' 59" East, a distance of 60.82 feet;
113. South 70° 12' 42" East, a distance of 127.43 feet;
114. South 51° 56' 20" East, a distance of 124.62 feet;
115. South 44° 30' 47" East, a distance of 95.63 feet;
116. South 49° 44' 36" East, a distance of 95.56 feet;
117. North 35° 03' 09" East, a distance of 136.27 feet;
118. North 16° 24' 00" West, a distance of 52.77 feet;
119. North 81° 50' 42" West, a distance of 85.74 feet;
120. North 13° 40' 04" West, a distance of 63.98 feet;

121. North 79° 39' 32" West, a distance of 64.98 feet;
122. North 33° 51' 39" West, a distance of 73.29 feet;
123. North 30° 17' 07" West, a distance of 73.39 feet;
124. North 13° 22' 22" West, a distance of 17.95 feet;
125. North 28° 42' 09" East, a distance of 137.77 feet;
126. North 51° 02' 59" East, a distance of 52.59 feet;
127. North 16° 56' 38" East, a distance of 51.73 feet;
128. North 26° 23' 41" East, a distance of 57.90 feet;
129. North 19° 07' 34" West, a distance of 67.31 feet;
130. North 11° 05' 15" East, a distance of 38.86 feet;
131. North 65° 40' 48" West, a distance of 73.34 feet;
132. South 20° 08' 49" West, a distance of 115.65 feet;
133. South 67° 56' 06" West, a distance of 64.24 feet;
134. South 14° 32' 06" West, a distance of 40.41 feet;
135. South 75° 05' 48" West, a distance of 81.06 feet;
136. North 85° 22' 05" West, a distance of 121.92 feet;
137. North 78° 15' 52" West, a distance of 94.44 feet;
138. North 77° 33' 22" West, a distance of 54.82 feet;
139. North 68° 52' 49" West, a distance of 115.31 feet;
140. North 81° 06' 02" West, a distance of 97.05 feet;
141. North 70° 19' 14" West, a distance of 67.06 feet;
142. North 43° 48' 04" West, a distance of 81.96 feet;
143. North 83° 04' 48" West, a distance of 72.44 feet;
144. North 62° 45' 18" West, a distance of 110.97 feet;
145. North 50° 44' 46" West, a distance of 51.61 feet;
146. North 12° 19' 33" East, a distance of 60.65 feet;
147. North 03° 05' 25" East, a distance of 123.80 feet;
148. North 47° 37' 47" West, a distance of 55.36 feet;
149. North 73° 21' 15" West, a distance of 48.22 feet;
150. North 04° 26' 31" West, a distance of 10.50 feet;
151. North 22° 19' 08" East, a distance of 154.05 feet;
152. North 05° 26' 44" West, a distance of 44.70 feet;
153. South 87° 31' 52" West, a distance of 65.47 feet;
154. South 84° 09' 05" West, a distance of 95.71 feet;
155. North 82° 46' 24" West, a distance of 85.90 feet;
156. North 43° 11' 40" West, a distance of 78.91 feet;
157. North 44° 04' 37" West, a distance of 89.02 feet;
158. North 34° 09' 05" West, a distance of 86.73 feet;
159. North 21° 50' 54" West, a distance of 105.67 feet;
160. North 07° 16' 55" West, a distance of 145.08 feet;
161. North 06° 22' 43" East, a distance of 67.27 feet;
162. North 39° 26' 00" East, a distance of 22.84 feet;
163. North 45° 15' 30" East, a distance of 138.21 feet;

164. North 52° 48' 15" East, a distance of 193.28 feet;
165. North 47° 55' 58" East, a distance of 111.91 feet;
166. North 15° 54' 14" West, a distance of 66.13 feet;
167. North 50° 21' 50" West, a distance of 90.10 feet;
168. North 71° 20' 21" West, a distance of 94.08 feet;
169. South 71° 08' 05" West, a distance of 84.06 feet;
170. North 72° 05' 50" West, a distance of 72.86 feet;
171. South 86° 30' 58" West, a distance of 37.36 feet;
172. North 82° 21' 53" West, a distance of 93.85 feet;
173. North 50° 26' 20" East, a distance of 127.44 feet;
174. North 43° 20' 20" East, a distance of 85.57 feet;
175. North 18° 41' 01" East, a distance of 87.81 feet;
176. North 14° 02' 40" West, a distance of 83.71 feet;
177. North 39° 03' 46" West, a distance of 82.80 feet;
178. North 89° 08' 54" West, a distance of 55.17 feet;
179. North 72° 40' 50" West, a distance of 89.07 feet;
180. North 21° 43' 23" East, a distance of 116.44 feet;
181. North 01° 32' 04" West, a distance of 65.28 feet;
182. North 35° 07' 26" West, a distance of 60.88 feet;
183. North 05° 22' 02" West, a distance of 25.68 feet;
184. North 17° 44' 08" East, a distance of 126.41 feet;
185. North 03° 45' 08" West, a distance of 95.45 feet;
186. North 34° 30' 50" West, a distance of 50.72 feet;
187. North 11° 59' 42" West, a distance of 117.79 feet;
188. North 38° 28' 17" West, a distance of 85.21 feet;
189. North 22° 15' 24" West, a distance of 84.22 feet;
190. North 07° 09' 28" East, a distance of 57.03 feet;
191. North 05° 11' 10" East, a distance of 89.38 feet;
192. North 20° 46' 27" East, a distance of 65.67 feet;
193. North 31° 54' 56" East, a distance of 70.91 feet;
194. North 20° 38' 59" East, a distance of 44.10 feet;
195. North 40° 33' 59" East, a distance of 127.70 feet;
196. North 71° 23' 43" East, a distance of 115.00 feet;
197. North 80° 07' 19" East, a distance of 106.69 feet;
198. South 78° 23' 50" East, a distance of 44.86 feet;
199. North 84° 17' 42" East, a distance of 28.54 feet;
200. South 75° 29' 49" East, a distance of 124.02 feet;
201. South 65° 13' 32" East, a distance of 119.24 feet;
202. North 70° 17' 05" East, a distance of 88.01 feet;
203. North 46° 49' 28" East, a distance of 68.95 feet;
204. North 27° 56' 17" East, a distance of 50.08 feet;
205. North 12° 26' 03" West, a distance of 58.28 feet;
206. North 42° 25' 42" West, a distance of 161.88 feet;

207. North 29° 24' 20" West, a distance of 149.55 feet;
208. North 32° 43' 12" West, a distance of 86.80 feet;
209. North 48° 18' 35" West, a distance of 104.36 feet;
210. North 02° 52' 53" West, a distance of 54.27 feet;
211. North 64° 03' 06" East, a distance of 45.95 feet;
212. North 45° 19' 44" East, a distance of 56.79 feet;
213. North 42° 27' 13" East, a distance of 85.01 feet;
214. North 23° 34' 25" East, a distance of 113.58 feet;
215. North 42° 38' 56" East, a distance of 31.65 feet;
216. South 85° 17' 49" East, a distance of 22.25 feet;
217. North 45° 48' 00" East, a distance of 65.24 feet;
218. North 48° 33' 11" East, a distance of 54.89 feet;
219. North 62° 41' 45" East, a distance of 120.70 feet;
220. South 78° 06' 48" East, a distance of 56.15 feet;
221. South 87° 55' 18" East, a distance of 165.26 feet;
222. North 65° 26' 23" East, a distance of 66.12 feet;
223. South 56° 16' 13" East, a distance of 59.34 feet;
224. North 80° 31' 29" East, a distance of 53.36 feet;
225. North 34° 16' 49" East, a distance of 66.61 feet;
226. North 49° 44' 58" East, a distance of 110.84 feet;
227. North 04° 46' 42" East, a distance of 34.02 feet;
228. North 86° 42' 03" East, a distance of 22.37 feet;
229. North 46° 30' 49" East, a distance of 148.77 feet;
230. North 69° 35' 59" East, a distance of 148.41 feet;
231. North 86° 26' 09" East, a distance of 105.43 feet;
232. South 63° 58' 39" East, a distance of 34.91 feet;
233. South 51° 40' 37" East, a distance of 62.45 feet;
234. South 41° 14' 23" East, a distance of 198.18 feet;
235. South 68° 21' 11" East, a distance of 33.08 feet;
236. South 00° 19' 02" West, a distance of 58.36 feet;
237. South 14° 45' 16" East, a distance of 155.72 feet;
238. South 03° 26' 01" East, a distance of 141.77 feet;
239. South 11° 02' 43" West, a distance of 101.05 feet;
240. South 14° 39' 24" West, a distance of 95.10 feet;
241. South 44° 49' 53" East, a distance of 134.19 feet;
242. South 29° 26' 57" East, a distance of 64.61 feet;
243. South 72° 29' 22" East, a distance of 23.33 feet;
244. South 36° 25' 36" East, a distance of 41.49 feet;
245. South 17° 23' 27" East, a distance of 74.90 feet;
246. South 49° 46' 15" East, a distance of 64.02 feet;
247. North 66° 09' 01" East, a distance of 56.34 feet;
248. North 42° 36' 59" East, a distance of 55.28 feet;

THENCE South 77° 49' 45" East, over and across said 3,114.100 acre tract, a distance of 1622.74 feet to an easterly line of said 3,114.100 acre tract;

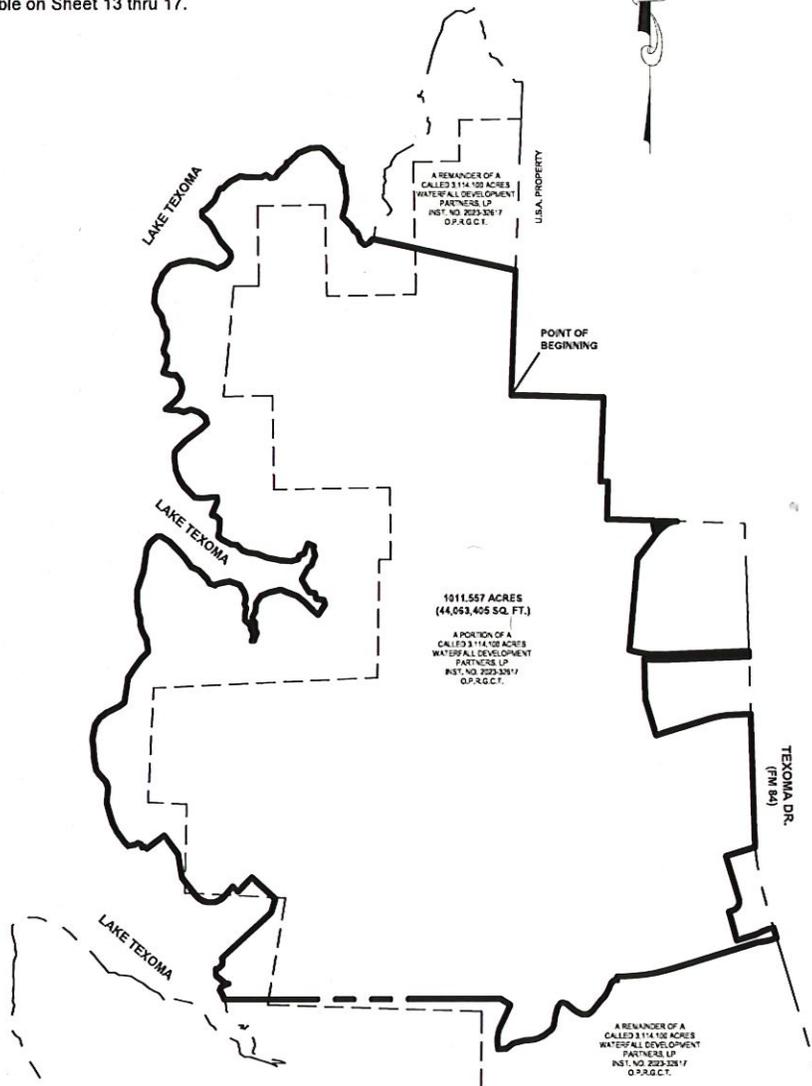
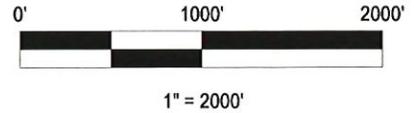
THENCE South 02° 02' 27" West, with an easterly line of said 3,114.100 acre tract, a distance of 1366.15 feet to the POINT OF BEGINNING and enclosing 1011.557 acres (44,063,405 square feet) of land, more or less.

**EXHIBIT B**  
**Property Depiction**  
**[SEE ATTACHED]**

**GENERAL NOTES**

1. Bearing based on Texas State Plane Coordinates, North Central Zone, 4202, NAD83-US Survey feet, derived from GPS observations and NGS Opus solutions.
2. Line and curve table on Sheet 13 thru 17.

**GRAPHIC SCALE**

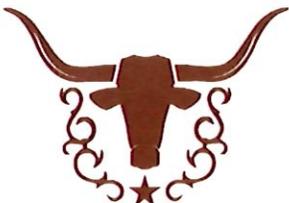


**BOUNDARY EXHIBIT**

**1011.557 ACRES - PID BOUNDARY**  
 IN THE W. BEAN SURVEY, ABSTRACT NO. 84,  
 THE W. J. REEVES SURVEY, ABSTRACT NO. 1018,  
 THE T. M. REEVES SURVEY, ABSTRACT NO. 1017,  
 THE G. GATES SURVEY, ABSTRACT NO. 443,  
 THE J. WILCOX SURVEY, ABSTRACT NO. 1358,  
 THE P. STAMPS SURVEY, ABSTRACT NO. 1098,  
 THE H. B. THOMAS SURVEY, ABSTRACT NO. 1572,  
 THE S. G. NEEDHAM SURVEY, ABSTRACT NO. 915,  
 AND IN THE J. ARMENDARIS SURVEY, ABSTRACT NO. 40,  
 CITY OF DENISON, GRAYSON COUNTY, TEXAS

**LEGEND / ABBREVIATIONS**

- BOUNDARY LINE
- ADJOINER LINE
- CORPS OF ENGINEERS MONUMENT AREA



**CHISHOLM TRAIL  
 LAND SURVEYING**

TX FIRM #10194767  
 MICHAEL R. KERSTEN, RPLS 6677  
 INFO@CTLS-LLC.COM  
 940.367.7188

**KFM  
 ENGINEERING & DESIGN**

3501 OLYMPUS BLVD, SUITE 100  
 DALLAS, TEXAS 75019  
 PHONE: (469) 899-0536  
 WWW.KFM-LLC.COM  
 TBPE #: F-20821

**PETITION FOR THE DISSOLUTION OF THE  
PRESTON HARBOR PUBLIC IMPROVEMENT DISTRICT**

This petition (the “Petition”) is submitted and filed with the City Secretary of the City of Denison, Texas (the “City”), by Centurion American Acquisitions, LLC, a Texas limited liability company (the “Owner”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “Act”), hereby requesting that the City conduct a public hearing regarding this Petition, pursuant to Section 372.011 of the Act, to consider dissolving the Preston Harbor Public Improvement District (the “District”). In support of this Petition, the Owner presents the following:

I.

The District was created by Resolution No. \_\_\_\_\_ adopted by the City Council of the City on \_\_\_\_\_, 2024. The property comprising the District (the “Property”) is more particularly described in **Exhibit A** and is depicted in **Exhibit B**, both of which are attached hereto and are incorporated by reference herein.

II.

The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by Section 372.003(b) of the Act that are necessary for the development of the property within the District (collectively, the “Authorized Improvements”), which public improvements may include: may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including acquisition of land or right-of-way or similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

III.

The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is

\$300,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

IV.

As of the date of this Petition, the Authorized Improvements have not been completed and the purposes for which the District was created have been frustrated.

V.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

RESPECTFULLY SUBMITTED, on this the December 6<sup>th</sup>, 2024.

**OWNER:**

Centurion American Acquisitions, LLC,  
a Texas limited liability company

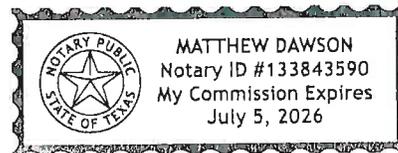
By: Pars Investments, Inc.,  
a Texas corporation  
Its Manager

By:   
Name: Mehrdad Moayed  
Its: President

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 6<sup>th</sup> day of December, 2024, by Mehrdad Moayed, President of Pars Investments, Inc., a Texas corporation, as manager or Centurion American Acquisitions, LLC a Texas limited liability company, on behalf of said limited liability company.

  
Notary Public in and for the State of Texas



**EXHIBIT A**  
**Metes and Bounds Description of the Property**

**1011.557 ACRES**

BEING all that certain tract or parcel of land situated in the W. Bean Survey, Abstract No. 84, in the W. J. Reeves Survey, Abstract No. 1018, in the T. M. Reeves Survey, Abstract No. 1017, in the G. Gates Survey, Abstract No. 443, in the J. Wilcox Survey, Abstract No. 1358, in the P. Stamps Survey, Abstract No. 1098, and in the J. Armendaris Survey, Abstract No. 40, in Grayson County, Texas and being a portion of a called 3,114.100 acre tract of land described in the deed to Waterfall Development Partners, LP, recorded in Instrument No. 2023-32617, Official Public Records of Grayson County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a mag nail found at a salient corner of said 3,114.100 acre tract;

THENCE South 88° 39' 36" East, with a northerly line of said 3,114.100 acre tract, a distance of 1030.40 feet to a corps of engineers monument found ;

THENCE South 02° 03' 16" West, with an easterly line of said 3,114.100 acre tract, a distance of 920.04 feet to a corps of engineers monument found;

THENCE South 88° 39' 44" East, with a northerly line of said 3,114.100 acre tract, a distance of 86.09 feet to a corps of engineers monument found;

THENCE South 01° 57' 38" West, with an easterly line of said 3,114.100 acre tract, a distance of 411.57 feet to a corps of engineers monument found;

THENCE South 88° 03' 29" East, with a northerly line of said 3,114.100 acre tract, passing a corps of engineers monument at a distance of 377.24 feet, for a total distance of 512.44 feet;

THENCE with the boundary line of said 3,114.100 acre tract, the following courses and distances

1. South 00° 30' 51" West, a distance of 49.45 feet;
2. South 11° 48' 49" East, a distance of 64.75 feet to a mag nail found;
3. North 45° 14' 01" East, a distance of 86.01 feet to a mag nail found;
4. North 44° 45' 59" West, a distance of 23.21 feet;
5. North 00° 28' 22" East, a distance of 33.82 feet;
6. South 88° 03' 30" East, a distance of 201.48 feet;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South 86° 16' 59" West, a distance of 40.29 feet;
2. South 70° 47' 50" West, a distance of 42.25 feet;
3. South 63° 26' 23" West, a distance of 36.99 feet;
4. South 51° 58' 45" West, a distance of 68.05 feet to the beginning of a non-tangential curve to the left;

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

5. THENCE With said curve to the left, having a radius of 310.65 feet, a central angle of 14° 38' 53", an arc length of 79.42 feet, a chord that bears South 44° 23' 10" West, a distance of 79.20 feet to a point at the end of said non-tangential line curve;
6. South 37° 25' 03" West, a distance of 350.00 feet;
7. South 04° 48' 39" West, a distance of 1002.20 feet to the beginning of a non-tangential curve to the left;
8. THENCE With said curve to the left, having a radius of 1070.00 feet, a central angle of 19° 13' 56", an arc length of 359.16 feet, a chord that bears South 82° 21' 10" East, a distance of 357.48 feet to a point at the end of said curve;
9. North 88° 01' 51" East, a distance of 951.99 feet to the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84);

THENCE South 01° 58' 09" East, a distance of 60.00 feet;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South 88° 01' 51" West, a distance of 951.99 feet to the beginning of a curve to the right;
2. THENCE With said curve to the right, having a radius of 1130.00 feet, a central angle of 09° 47' 17", an arc length of 193.04 feet, a chord that bears North 87° 04' 30" West, a distance of 192.81 feet to a point at the end of said curve;
3. South 01° 41' 09" East, a distance of 444.63 feet;
4. South 17° 21' 10" East, a distance of 408.12 feet;
5. North 72° 56' 49" East, a distance of 604.85 feet to the beginning of a curve to the right;
6. THENCE With said curve to the right, having a radius of 1050.00 feet, a central angle of 15° 02' 02", an arc length of 275.51 feet, a chord that bears North 80° 27' 50" East, a distance of 274.72 feet to a point at the end of said curve;
7. North 87° 58' 51" East, a distance of 181.79 feet to the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84);

THENCE with the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84), the following courses and distances:

1. South 02° 02' 25" East, a distance of 1299.24 feet to the beginning of a non-tangential curve to the left;
2. THENCE With said curve to the left, having a radius of 2914.79 feet, a central angle of 03° 04' 22", an arc length of 156.32 feet, a chord that bears South 03° 35' 52" East, a distance of 156.30 feet to a point at the end of said curve;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South 72° 56' 51" West, a distance of 334.95 feet;
2. South 17° 03' 45" East, a distance of 489.65 feet to the beginning of a curve to the right;

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

3. THENCE With said curve to the right, having a radius of 100.00 feet, a central angle of  $90^{\circ} 00' 36''$ , an arc length of 157.10 feet, a chord that bears South  $27^{\circ} 56' 33''$  West, a distance of 141.43 feet to a point at the end of said curve;
4. South  $72^{\circ} 56' 51''$  West, a distance of 43.34 feet;
5. South  $17^{\circ} 03' 09''$  East, a distance of 77.16 feet;
6. South  $15^{\circ} 05' 28''$  East, a distance of 248.31 feet;
7. North  $72^{\circ} 56' 51''$  East, a distance of 205.21 feet to the beginning of a curve to the left;
8. THENCE With said curve to the left, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears North  $68^{\circ} 40' 56''$  East, a distance of 37.19 feet to a point at the end of said curve;
9. North  $64^{\circ} 25' 00''$  East, a distance of 63.82 feet to the beginning of a curve to the right;
10. THENCE With said curve to the right, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears North  $68^{\circ} 40' 56''$  East, a distance of 37.19 feet to a point at the end of said curve;
11. North  $72^{\circ} 56' 51''$  East, a distance of 81.35 feet to the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84);

THENCE South  $17^{\circ} 03' 09''$  East, with the easterly line of said 3,114.100 acre tract and the westerly right-of-way line of Texoma Drive (FM 84), a distance of 120.00 feet;

THENCE over and across said 3,114.100 acre tract, the following courses and distances:

1. South  $72^{\circ} 56' 51''$  West, a distance of 81.35 feet to the beginning of a curve to the right;
2. THENCE With said curve to the right, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears South  $77^{\circ} 12' 46''$  West, a distance of 37.19 feet to a point at the end of said curve;
3. South  $81^{\circ} 28' 42''$  West, a distance of 63.83 feet to the beginning of a curve to the left;
4. THENCE With said curve to the left, having a radius of 250.00 feet, a central angle of  $08^{\circ} 31' 51''$ , an arc length of 37.22 feet, a chord that bears South  $77^{\circ} 12' 46''$  West, a distance of 37.19 feet to a point at the end of said curve;

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

South 72° 56' 51" West, a distance of 947.54 feet to the beginning of a curve to the right;  
THENCE With said curve to the right, having a radius of 2060.00 feet, a central angle of 17° 29' 20", a chord that bears South 81° 41' 31" West, a distance of 626.35 feet to a point at the end of said curve;

South 02° 18' 25" West, a distance of 41.79 feet;  
South 89° 21' 34" West, a distance of 34.28 feet;  
South 42° 52' 24" West, a distance of 45.54 feet;  
South 24° 41' 07" West, a distance of 38.80 feet;  
South 23° 39' 51" West, a distance of 47.09 feet;  
South 27° 07' 09" West, a distance of 45.43 feet;  
South 34° 52' 47" West, a distance of 41.69 feet;  
South 42° 37' 38" West, a distance of 57.62 feet;  
South 39° 28' 43" West, a distance of 105.72 feet;  
South 40° 39' 53" West, a distance of 36.48 feet;  
South 52° 01' 39" West, a distance of 40.78 feet;  
South 71° 33' 27" West, a distance of 34.38 feet;  
South 89° 30' 12" West, a distance of 31.25 feet;  
North 76° 33' 47" West, a distance of 25.71 feet;  
North 64° 05' 41" West, a distance of 47.75 feet;  
North 56° 40' 33" West, a distance of 43.41 feet;  
North 51° 33' 24" West, a distance of 79.28 feet;  
North 51° 12' 42" West, a distance of 31.62 feet;  
North 72° 07' 46" West, a distance of 37.14 feet;  
South 79° 26' 22" West, a distance of 26.14 feet;

THENCE with the westerly line of said 3,114.100 acre tract and the meanders of the 619 contour of Lake Texoma, the following courses and distances:

South 40° 10' 36" West, a distance of 48.02 feet;  
South 19° 26' 03" West, a distance of 24.99 feet;  
South 18° 12' 33" West, a distance of 33.75 feet;  
South 14° 16' 21" West, a distance of 39.43 feet;  
South 08° 48' 52" West, a distance of 34.23 feet;  
South 06° 45' 09" West, a distance of 35.39 feet;  
South 08° 44' 02" West, a distance of 30.93 feet;  
South 09° 41' 11" West, a distance of 10.98 feet;  
South 18° 47' 46" West, a distance of 24.42 feet;  
South 40° 16' 42" West, a distance of 14.79 feet;  
South 33° 20' 50" West, a distance of 12.13 feet;  
South 46° 37' 57" West, a distance of 17.20 feet;  
South 56° 53' 45" West, a distance of 17.81 feet;  
South 51° 41' 56" West, a distance of 14.24 feet;  
South 51° 41' 56" West, a distance of 16.56 feet;  
South 51° 41' 56" West, a distance of 17.83 feet;  
South 55° 10' 11" West, a distance of 25.21 feet;

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

South 58° 04' 00" West, a distance of 36.51 feet;  
South 66° 15' 48" West, a distance of 24.22 feet;  
South 70° 49' 44" West, a distance of 42.13 feet;  
South 79° 41' 55" West, a distance of 19.90 feet;  
South 82° 38' 22" West, a distance of 27.75 feet;  
South 85° 20' 04" West, a distance of 31.19 feet;  
South 83° 43' 48" West, a distance of 48.61 feet;  
South 77° 12' 52" West, a distance of 23.74 feet;  
South 77° 25' 25" West, a distance of 54.71 feet;  
South 75° 40' 39" West, a distance of 22.72 feet;  
South 72° 05' 05" West, a distance of 26.64 feet;  
South 54° 47' 30" West, a distance of 10.20 feet;  
South 53° 44' 31" West, a distance of 83.10 feet to the beginning of a curve to the right;  
THENCE With said curve to the right, having a radius of 3.00 feet, a central angle of 32° 00' 40", an arc length of 1.68 feet, a chord that bears South 69° 44' 51" West, a distance of 1.65 feet to a point at the end of said curve;  
South 85° 45' 11" West, a distance of 92.90 feet to the beginning of a curve to the right;  
THENCE With said curve to the right, having a radius of 3.00 feet, a central angle of 90° 00' 00", an arc length of 4.71 feet, a chord that bears North 49° 14' 49" West, a distance of 4.24 feet to a point at the end of said curve;  
North 04° 14' 49" West, a distance of 64.43 feet to the beginning of a curve to the right;  
THENCE With said curve to the right, having a radius of 380.00 feet, a central angle of 30° 16' 58", an arc length of 200.84 feet, a chord that bears North 10° 53' 40" East, a distance of 198.51 feet to a point at the end of said curve;  
North 26° 02' 09" East, a distance of 243.31 feet to the beginning of a curve to the left;  
THENCE With said curve to the left, having a radius of 3.00 feet, a central angle of 85° 14' 12", an arc length of 4.46 feet, a chord that bears North 16° 34' 57" West, a distance of 4.06 feet to a point at the end of said curve;  
North 59° 12' 03" West, a distance of 68.65 feet;  
North 58° 26' 06" West, a distance of 8.85 feet;  
North 59° 25' 50" West, a distance of 51.21 feet to the beginning of a curve to the left;  
THENCE With said curve to the left, having a radius of 3.00 feet, a central angle of 30° 41' 03", an arc length of 1.61 feet, a chord that bears North 74° 46' 21" West, a distance of 1.59 feet to a point at the end of said curve;  
South 89° 53' 07" West, a distance of 3045.59 feet to the westerly line of said 3,114.100 acre tract and the meanders of the 619 contour of Lake Texoma;

THENCE with the westerly line of said 3,114.100 acre tract and the meanders of the 619 contour of Lake Texoma, the following courses and distances:

1. North 23° 41' 36" West, a distance of 60.97 feet;
2. North 31° 41' 54" West, a distance of 56.89 feet;
3. North 25° 04' 24" East, a distance of 35.75 feet;
4. North 59° 42' 08" East, a distance of 43.98 feet;
5. North 70° 32' 09" East, a distance of 48.29 feet;

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

6. North 82° 15' 48" West, a distance of 42.29 feet;
7. North 49° 06' 16" West, a distance of 69.58 feet;
8. North 52° 40' 04" West, a distance of 49.77 feet;
9. North 18° 39' 12" West, a distance of 20.26 feet;
10. North 03° 14' 16" West, a distance of 58.38 feet;
11. North 74° 33' 40" East, a distance of 33.14 feet;
12. North 45° 49' 42" East, a distance of 55.08 feet;
13. North 08° 11' 31" East, a distance of 57.98 feet;
14. North 46° 32' 40" West, a distance of 20.71 feet;
15. North 47° 22' 35" East, a distance of 733.77 feet;
16. North 16° 15' 56" East, a distance of 157.36 feet;
17. North 47° 46' 28" West, a distance of 348.82 feet;
18. South 43° 47' 31" West, a distance of 214.07 feet;
19. North 46° 12' 29" West, a distance of 80.00 feet;
20. South 41° 10' 14" West, a distance of 128.00 feet to the beginning of a non-tangential curve to the right;
21. THENCE With said curve to the right, having a radius of 206.73 feet, a central angle of 101° 22' 09", an arc length of 365.75 feet, a chord that bears South 89° 22' 02" West, a distance of 319.88 feet to a point at the end of said curve;
22. North 38° 25' 49" West, a distance of 249.34 feet;
23. North 09° 24' 32" West, a distance of 257.51 feet;
24. North 36° 48' 43" West, a distance of 258.91 feet;
25. South 53° 22' 04" West, a distance of 218.29 feet;
26. South 53° 02' 36" West, a distance of 18.89 feet;
27. North 46° 19' 20" West, a distance of 30.95 feet;
28. South 78° 52' 15" West, a distance of 31.09 feet;
29. North 20° 13' 21" West, a distance of 30.89 feet;
30. North 66° 56' 57" West, a distance of 39.44 feet;
31. South 60° 05' 39" West, a distance of 35.96 feet;
32. South 80° 34' 35" West, a distance of 76.26 feet;
33. North 41° 50' 34" West, a distance of 69.19 feet;
34. North 36° 36' 53" West, a distance of 131.58 feet;
35. North 28° 28' 03" West, a distance of 94.97 feet;
36. North 16° 51' 28" West, a distance of 94.99 feet;
37. North 15° 06' 53" West, a distance of 134.94 feet;
38. North 00° 32' 42" East, a distance of 49.74 feet;
39. North 04° 51' 50" East, a distance of 123.63 feet;
40. North 19° 58' 27" West, a distance of 73.40 feet;
41. North 41° 31' 14" West, a distance of 99.62 feet;
42. North 35° 57' 57" West, a distance of 62.49 feet;
43. North 10° 31' 17" West, a distance of 132.31 feet;
44. North 02° 07' 35" West, a distance of 59.64 feet;

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

45. North 06° 10' 03" West, a distance of 146.75 feet;
46. North 08° 38' 50" East, a distance of 53.56 feet;
47. North 10° 13' 05" East, a distance of 108.53 feet;
48. North 34° 34' 34" East, a distance of 93.43 feet;
49. North 52° 50' 53" East, a distance of 91.05 feet;
50. North 63° 40' 17" East, a distance of 50.07 feet;
51. North 63° 47' 43" East, a distance of 100.45 feet;
52. North 51° 03' 36" East, a distance of 75.00 feet;
53. North 07° 05' 25" East, a distance of 80.48 feet;
54. North 08° 11' 51" East, a distance of 112.90 feet;
55. North 07° 02' 43" East, a distance of 71.59 feet;
56. North 32° 37' 42" East, a distance of 124.12 feet;
57. North 35° 34' 13" East, a distance of 127.46 feet;
58. North 44° 25' 31" East, a distance of 114.40 feet;
59. North 07° 40' 29" West, a distance of 135.68 feet;
60. North 27° 40' 23" West, a distance of 102.97 feet;
61. North 16° 17' 14" West, a distance of 66.69 feet;
62. North 00° 23' 39" East, a distance of 66.86 feet;
63. North 21° 50' 56" West, a distance of 66.50 feet;
64. North 07° 01' 54" West, a distance of 141.26 feet;
65. North 01° 18' 54" East, a distance of 122.32 feet;
66. North 20° 16' 50" East, a distance of 89.31 feet;
67. North 18° 23' 49" East, a distance of 112.29 feet;
68. North 08° 25' 25" East, a distance of 123.81 feet;
69. North 07° 44' 39" East, a distance of 120.62 feet;
70. North 25° 07' 39" East, a distance of 81.06 feet;
71. North 43° 53' 29" East, a distance of 57.93 feet;
72. North 53° 59' 37" East, a distance of 50.47 feet;
73. North 78° 59' 02" East, a distance of 32.41 feet;
74. South 60° 19' 11" East, a distance of 110.66 feet;
75. South 45° 45' 19" East, a distance of 173.38 feet;
76. South 40° 37' 12" East, a distance of 79.88 feet;
77. South 35° 27' 10" East, a distance of 122.35 feet;
78. South 63° 57' 06" East, a distance of 93.16 feet;
79. South 44° 38' 30" East, a distance of 138.55 feet;
80. South 23° 02' 28" East, a distance of 46.83 feet;
81. South 72° 33' 04" East, a distance of 67.47 feet;
82. North 49° 24' 54" East, a distance of 20.05 feet;
83. North 77° 27' 54" East, a distance of 98.42 feet;
84. North 80° 40' 31" East, a distance of 47.01 feet;
85. South 73° 07' 22" East, a distance of 98.95 feet;
86. South 61° 43' 32" East, a distance of 24.33 feet;

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

87. South 32° 00' 08" East, a distance of 84.98 feet;
88. South 16° 40' 27" East, a distance of 67.34 feet;
89. South 10° 58' 57" West, a distance of 73.29 feet;
90. South 23° 33' 31" East, a distance of 44.20 feet;
91. South 08° 40' 48" West, a distance of 68.54 feet;
92. South 02° 21' 10" West, a distance of 65.80 feet;
93. South 46° 22' 31" East, a distance of 80.11 feet;
94. South 09° 15' 39" East, a distance of 40.37 feet;
95. South 31° 16' 45" East, a distance of 49.02 feet;
96. South 02° 38' 45" West, a distance of 62.69 feet;
97. South 27° 16' 15" West, a distance of 29.41 feet;
98. South 88° 32' 25" East, a distance of 26.46 feet;
99. North 14° 32' 18" East, a distance of 42.87 feet;
100. North 24° 05' 09" East, a distance of 47.31 feet;
101. North 24° 17' 34" West, a distance of 39.46 feet;
102. North 05° 00' 31" West, a distance of 26.40 feet;
103. North 00° 43' 08" West, a distance of 50.45 feet;
104. North 41° 56' 10" West, a distance of 45.34 feet;
105. North 03° 02' 53" West, a distance of 33.33 feet;
106. North 33° 02' 04" East, a distance of 60.66 feet;
107. North 04° 13' 46" East, a distance of 50.31 feet;
108. North 07° 51' 00" East, a distance of 45.90 feet;
109. North 32° 31' 31" East, a distance of 94.15 feet;
110. North 66° 40' 47" East, a distance of 92.28 feet;
111. North 76° 38' 56" East, a distance of 138.75 feet;
112. South 66° 44' 59" East, a distance of 60.82 feet;
113. South 70° 12' 42" East, a distance of 127.43 feet;
114. South 51° 56' 20" East, a distance of 124.62 feet;
115. South 44° 30' 47" East, a distance of 95.63 feet;
116. South 49° 44' 36" East, a distance of 95.56 feet;
117. North 35° 03' 09" East, a distance of 136.27 feet;
118. North 16° 24' 00" West, a distance of 52.77 feet;
119. North 81° 50' 42" West, a distance of 85.74 feet;
120. North 13° 40' 04" West, a distance of 63.98 feet;
121. North 79° 39' 32" West, a distance of 64.98 feet;
122. North 33° 51' 39" West, a distance of 73.29 feet;
123. North 30° 17' 07" West, a distance of 73.39 feet;
124. North 13° 22' 22" West, a distance of 17.95 feet;
125. North 28° 42' 09" East, a distance of 137.77 feet;
126. North 51° 02' 59" East, a distance of 52.59 feet;
127. North 16° 56' 38" East, a distance of 51.73 feet;
128. North 26° 23' 41" East, a distance of 57.90 feet;

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

129. North 19° 07' 34" West, a distance of 67.31 feet;
130. North 11° 05' 15" East, a distance of 38.86 feet;
131. North 65° 40' 48" West, a distance of 73.34 feet;
132. South 20° 08' 49" West, a distance of 115.65 feet;
133. South 67° 56' 06" West, a distance of 64.24 feet;
134. South 14° 32' 06" West, a distance of 40.41 feet;
135. South 75° 05' 48" West, a distance of 81.06 feet;
136. North 85° 22' 05" West, a distance of 121.92 feet;
137. North 78° 15' 52" West, a distance of 94.44 feet;
138. North 77° 33' 22" West, a distance of 54.82 feet;
139. North 68° 52' 49" West, a distance of 115.31 feet;
140. North 81° 06' 02" West, a distance of 97.05 feet;
141. North 70° 19' 14" West, a distance of 67.06 feet;
142. North 43° 48' 04" West, a distance of 81.96 feet;
143. North 83° 04' 48" West, a distance of 72.44 feet;
144. North 62° 45' 18" West, a distance of 110.97 feet;
145. North 50° 44' 46" West, a distance of 51.61 feet;
146. North 12° 19' 33" East, a distance of 60.65 feet;
147. North 03° 05' 25" East, a distance of 123.80 feet;
148. North 47° 37' 47" West, a distance of 55.36 feet;
149. North 73° 21' 15" West, a distance of 48.22 feet;
150. North 04° 26' 31" West, a distance of 10.50 feet;
151. North 22° 19' 08" East, a distance of 154.05 feet;
152. North 05° 26' 44" West, a distance of 44.70 feet;
153. South 87° 31' 52" West, a distance of 65.47 feet;
154. South 84° 09' 05" West, a distance of 95.71 feet;
155. North 82° 46' 24" West, a distance of 85.90 feet;
156. North 43° 11' 40" West, a distance of 78.91 feet;
157. North 44° 04' 37" West, a distance of 89.02 feet;
158. North 34° 09' 05" West, a distance of 86.73 feet;
159. North 21° 50' 54" West, a distance of 105.67 feet;
160. North 07° 16' 55" West, a distance of 145.08 feet;
161. North 06° 22' 43" East, a distance of 67.27 feet;
162. North 39° 26' 00" East, a distance of 22.84 feet;
163. North 45° 15' 30" East, a distance of 138.21 feet;
164. North 52° 48' 15" East, a distance of 193.28 feet;
165. North 47° 55' 58" East, a distance of 111.91 feet;
166. North 15° 54' 14" West, a distance of 66.13 feet;
167. North 50° 21' 50" West, a distance of 90.10 feet;
168. North 71° 20' 21" West, a distance of 94.08 feet;
169. South 71° 08' 05" West, a distance of 84.06 feet;
170. North 72° 05' 50" West, a distance of 72.86 feet;

**EXHIBIT A**  
**Metes and Bounds Description of the Property**

171. South 86° 30' 58" West, a distance of 37.36 feet;
172. North 82° 21' 53" West, a distance of 93.85 feet;
173. North 50° 26' 20" East, a distance of 127.44 feet;
174. North 43° 20' 20" East, a distance of 85.57 feet;
175. North 18° 41' 01" East, a distance of 87.81 feet;
176. North 14° 02' 40" West, a distance of 83.71 feet;
177. North 39° 03' 46" West, a distance of 82.80 feet;
178. North 89° 08' 54" West, a distance of 55.17 feet;
179. North 72° 40' 50" West, a distance of 89.07 feet;
180. North 21° 43' 23" East, a distance of 116.44 feet;
181. North 01° 32' 04" West, a distance of 65.28 feet;
182. North 35° 07' 26" West, a distance of 60.88 feet;
183. North 05° 22' 02" West, a distance of 25.68 feet;
184. North 17° 44' 08" East, a distance of 126.41 feet;
185. North 03° 45' 08" West, a distance of 95.45 feet;
186. North 34° 30' 50" West, a distance of 50.72 feet;
187. North 11° 59' 42" West, a distance of 117.79 feet;
188. North 38° 28' 17" West, a distance of 85.21 feet;
189. North 22° 15' 24" West, a distance of 84.22 feet;
190. North 07° 09' 28" East, a distance of 57.03 feet;
191. North 05° 11' 10" East, a distance of 89.38 feet;
192. North 20° 46' 27" East, a distance of 65.67 feet;
193. North 31° 54' 56" East, a distance of 70.91 feet;
194. North 20° 38' 59" East, a distance of 44.10 feet;
195. North 40° 33' 59" East, a distance of 127.70 feet;
196. North 71° 23' 43" East, a distance of 115.00 feet;
197. North 80° 07' 19" East, a distance of 106.69 feet;
198. South 78° 23' 50" East, a distance of 44.86 feet;
199. North 84° 17' 42" East, a distance of 28.54 feet;
200. South 75° 29' 49" East, a distance of 124.02 feet;
201. South 65° 13' 32" East, a distance of 119.24 feet;
202. North 70° 17' 05" East, a distance of 88.01 feet;
203. North 46° 49' 28" East, a distance of 68.95 feet;
204. North 27° 56' 17" East, a distance of 50.08 feet;
205. North 12° 26' 03" West, a distance of 58.28 feet;
206. North 42° 25' 42" West, a distance of 161.88 feet;
207. North 29° 24' 20" West, a distance of 149.55 feet;
208. North 32° 43' 12" West, a distance of 86.80 feet;
209. North 48° 18' 35" West, a distance of 104.36 feet;
210. North 02° 52' 53" West, a distance of 54.27 feet;
211. North 64° 03' 06" East, a distance of 45.95 feet;
212. North 45° 19' 44" East, a distance of 56.79 feet;

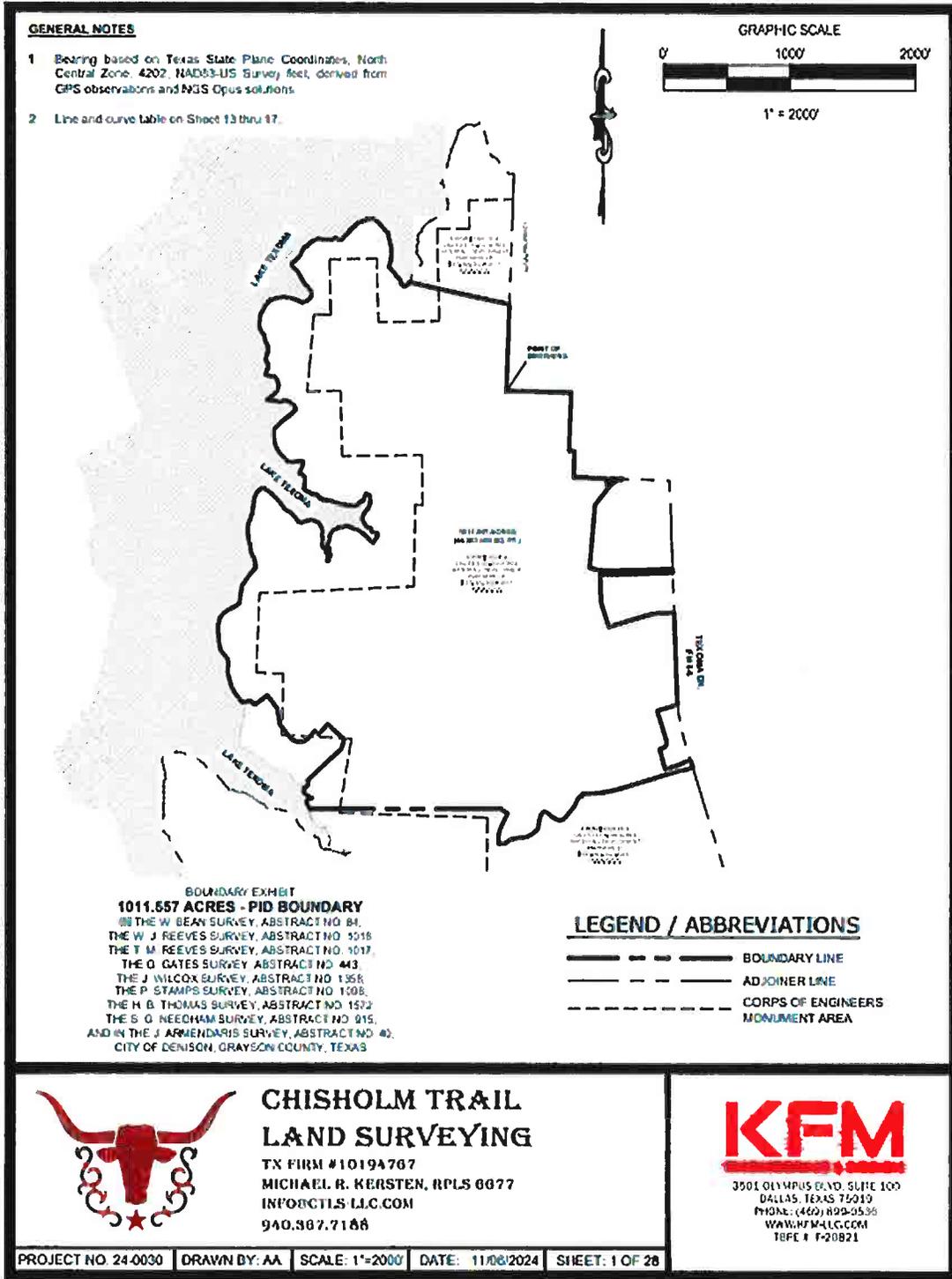
**EXHIBIT A**  
**Metes and Bounds Description of the Property**

- 213. North 42° 27' 13" East, a distance of 85.01 feet;
- 214. North 23° 34' 25" East, a distance of 113.58 feet;
- 215. North 42° 38' 56" East, a distance of 31.65 feet;
- 216. South 85° 17' 49" East, a distance of 22.25 feet;
- 217. North 45° 48' 00" East, a distance of 65.24 feet;
- 218. North 48° 33' 11" East, a distance of 54.89 feet;
- 219. North 62° 41' 45" East, a distance of 120.70 feet;
- 220. South 78° 06' 48" East, a distance of 56.15 feet;
- 221. South 87° 55' 18" East, a distance of 165.26 feet;
- 222. North 65° 26' 23" East, a distance of 66.12 feet;
- 223. South 56° 16' 13" East, a distance of 59.34 feet;
- 224. North 80° 31' 29" East, a distance of 53.36 feet;
- 225. North 34° 16' 49" East, a distance of 66.61 feet;
- 226. North 49° 44' 58" East, a distance of 110.84 feet;
- 227. North 04° 46' 42" East, a distance of 34.02 feet;
- 228. North 86° 42' 03" East, a distance of 22.37 feet;
- 229. North 46° 30' 49" East, a distance of 148.77 feet;
- 230. North 69° 35' 59" East, a distance of 148.41 feet;
- 231. North 86° 26' 09" East, a distance of 105.43 feet;
- 232. South 63° 58' 39" East, a distance of 34.91 feet;
- 233. South 51° 40' 37" East, a distance of 62.45 feet;
- 234. South 41° 14' 23" East, a distance of 198.18 feet;
- 235. South 68° 21' 11" East, a distance of 33.08 feet;
- 236. South 00° 19' 02" West, a distance of 58.36 feet;
- 237. South 14° 45' 16" East, a distance of 155.72 feet;
- 238. South 03° 26' 01" East, a distance of 141.77 feet;
- 239. South 11° 02' 43" West, a distance of 101.05 feet;
- 240. South 14° 39' 24" West, a distance of 95.10 feet;
- 241. South 44° 49' 53" East, a distance of 134.19 feet;
- 242. South 29° 26' 57" East, a distance of 64.61 feet;
- 243. South 72° 29' 22" East, a distance of 23.33 feet;
- 244. South 36° 25' 36" East, a distance of 41.49 feet;
- 245. South 17° 23' 27" East, a distance of 74.90 feet;
- 246. South 49° 46' 15" East, a distance of 64.02 feet;
- 247. North 66° 09' 01" East, a distance of 56.34 feet;
- 248. North 42° 36' 59" East, a distance of 55.28 feet;

THENCE South 77° 49' 45" East, over and across said 3,114.100 acre tract, a distance of 1622.74 feet to an easterly line of said 3,114.100 acre tract;

THENCE South 02° 02' 27" West, with an easterly line of said 3,114.100 acre tract, a distance of 1366.15 feet to the POINT OF BEGINNING and enclosing 1011.557 acres (44,063,405 square feet) of land, more or less.

**EXHIBIT B**  
**Depiction of the Property**



# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion and conduct a public hearing and receive testimony from the Neighborhood Services Manager on the unsafe condition of the posted structures at 1927 W. Johnson St. and take action. After the conclusion of the public hearing, the Council may issue an order authorized by Chapter 214 of the Texas Local Government, including but not limited to securing the building from entry, or the repair, vacation, removal or demolition of the structures and may assess civil penalties.

## Staff Contact

Robert Lay, Neighborhood Services Manager  
rlay@denisontx.gov  
903-465-2720 ext. 2457

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## Summary

- 1927 W. Johnson was posted as unsafe on Oct. 28, 2024.
- Staff executed an administrative warrant which revealed sub-standard conditions.
- Interested parties were notified of the public hearing on December 19, 2024.
- Tax owed on the property total \$26,128.71.
- Multiple sub-standard conditions exist including a deteriorated and leaking roof, fire hazards, health hazards and the foundation is in poor condition.

## Staff Recommendation

Staff recommends declaring the structures unsafe and authorize the demolition and removal of the structures including any concrete slabs, removal of any accessory buildings, fences and all rubbish on the property.

## Recommended Motion

“I move to declare the structure at 1927 W. Johnson St. a nuisance and unsafe, to order demolition and to authorize staff to proceed with the demolition process”

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## Background Information and Analysis

It has been determined after a detailed inspection that the structure at 1927 W. Johnson is a nuisance and sub-standard as defined by City ordinance. The property was declared unsafe after Neighborhood Services Staff executed an administrative search warrant on October 28, 2024, which revealed multiple unsafe conditions. Interested parties were notified of the public hearing on December 19, 2024. Taxes currently owed on the property total \$26,128.71 and have not been paid in 10+ years. Sub-standard conditions that exist on the property include a deteriorated and leaking roof, fire hazards, health hazards and the foundation is in poor condition.

## Financial Considerations

Budget Item in Division 58

**Prior Board or Council Action**

None

**Alternatives**

- 1) Declare the structure unsafe and authorize demolition. Grant extension for repairs, allowing the property owners ten (10) days from the date of the hearing to pull required permits and six (6) months to complete repairs. Failure to meet either requirement will result in moving forward with the demolition process.
- 2) Declare the structure safe and allow it to remain in its current condition.



# 1927 W. Johnson

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# 1927 W. Johnson



# 1927 W. Johnson



Oct 28, 2024 at 9:09:54 AM



# 1927 W. Johnson



*Moving Forward. Kicking Back.*

Oct 28, 2024 at 9:12:47 AM



# 1927 W. Johnson

Oct 28, 2024 at 9:14:40 AM



# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion, and take action on Contract No. 2024-0154 for \$55,000 with Kimley-Horn for GIS support and authorize the City Manager to execute all related documents.

## Staff Contact

Fanchon Stearns, CIP/Engineering Manager

[fstearns@denisontx.gov](mailto:fstearns@denisontx.gov)

903-647-3335

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## Summary

- GIS has become increasingly important to the City and community.
- This project will provide a review of existing systems and processes, and support implementing recommended improvements for the program.

## Staff Recommendation

Staff recommends approval of the item.

## Recommended Motion

“I move to approve Contract No.2024-0154 for \$55,000 with Kimley Horn for GIS support and authorize the City Manager to execute all related documents.”

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## Background Information and Analysis

The role of the City’s GIS team has become increasingly important to multiple divisions, including Police, Fire, Dispatch, Emergency Management, Planning, and more. There are currently two staff members in the division. Day-to-day tasks and projects take a significant amount of time. This contract will provide support to the team via an audit of existing processes and procedures and support implementing improvement recommendations. From the contract:

The Consultant will review the City’s existing ArcGIS Online system and ArcGIS Enterprise system for data quality and accuracy by evaluating data sources, data collection methods, and data maintenance procedures of high priority datasets or web maps selected by the City. The Consultant will review ArcGIS Online and ArcGIS Enterprise existing configurations for data sharing and integration with groups and City Departments. The Consultant will review the City’s existing ArcGIS Online system and Enterprise system policies and controls for data access, data sharing, data backup and recovery processes. The Consultant will review the City’s existing ArcGIS Online and ArcGIS Enterprise user roles, licensing practices and data archiving practices. An organizational tree outlining interactions with City departments will be developed.

This is phase 1 of a 2 phase project. Phase 2 will include additional review of data storage processes, development of standard operating procedures, and additional staff training.

## Financial Considerations

The project will be paid for out of Fund 022 Utility Bond Fund as part of a utility mapping project.

## Prior Board or Council Action

None.

**Alternatives**

Council may table or modify the item.

**INDIVIDUAL PROJECT ORDER (IPO) #27A**  
**GIS SYSTEM REVIEW AND RECOMMENDATIONS PHASE 1**  
**DATE PREPARED: December 09, 2024**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Consultant), and the City of Denison (Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated May 26, 2022, which is incorporated herein by reference.

**Identification of Project:** GIS System Review and Recommendations Phase 1

**Project Understanding:** The City of Denison requested the Consultant to provide a review of its existing ArcGIS Online (AGOL) system, ArcGIS Enterprise system and GIS department. Phase 1 of the project will consist of a review of the following: AGOL and Enterprise Data Quality and Integration, AGOL and Enterprise Content Governance. As part of this project, the Consultant will work with Client staff to gain administrator level access to the City of Denison's GIS system to complete the system review. Implementation of findings and recommendations are not part of this scope. A review of ArcGIS Enterprise server hardware and infrastructure managed by NewEdge review is not part of this scope.

**Scope of Services:**

LS = Lump Sum Fee Type  
HR= Projected Hourly Fee Type

**Task 1 – GIS System Review and Recommendations \$50,000 LS**

**Task 1.1 – AGOL and Enterprise Data Quality and Integration**

The Consultant will review the Client's existing ArcGIS Online system and ArcGIS Enterprise system for data quality and accuracy by evaluating data sources, data collection methods, and data maintenance procedures of high priority datasets or web maps selected by the Client. The Consultant will review ArcGIS Online and ArcGIS Enterprise existing configurations for data sharing and integration with groups and City Departments.

**Task 1.2 – AGOL and Enterprise Content Governance**

The Consultant will review the Client's existing ArcGIS Online system and Enterprise system policies and controls for data access, data sharing, data backup and recovery processes. The Consultant will review the Client's existing ArcGIS Online and ArcGIS Enterprise user roles, licensing practices and data archiving practices. An organizational tree outlining interactions with Client departments will be developed.

**Deliverables:**

- The GIS System Review and Recommendations will be a PDF report with methodology, findings, and recommendations for tasks 1.1-1.2.
- Task 1.2 will have an organizational tree outlining GIS system interaction with Client departments and a Content Governance section in the report deliverable

**Task 2 – Meetings \$5,000 HR**

The Consultant will prepare for and attend meetings with Client staff and provide general project coordination. Meetings include kick-off meeting, in person meetings, and virtual meetings. We have

budgeted up to 25 hours of effort for this task.

**Additional Services if required:** Services that are not specified under Scope of Services, including additional meetings requested by the Client, will be provided as additional services when requested and authorized in writing by the Client.

**Schedule:** Project to begin upon receipt of signed IPO #27A. We will provide our services as expeditiously as practicable.

**Deliverables:** The Consultant will deliver in a timely manner the results of services authorized as a part of this IPO. Deliverables will be as outlined in task 1.

**Terms of compensation:** The Consultant will perform the tasks identified in the Scope of Services for the fee type shown as follows:

LS = Lump Sum Fee Type  
HR = Projected Hourly Fee Type

Task 1 – GIS System Review	\$ 50,000 LS
Task 2 – Meetings	\$ 5,000 HR
<b>Projected Total</b>	<b>\$ 55,000</b>

Compensation for Services and Method of Payment shall be as referenced in the Master Agreement.

Invoices will be submitted with Lump Sum Tasks shown as a percentage of work completed and projected Hourly Tasks shown as effort expended.

**Other special terms of Individual Project Order:** None

**ACCEPTED:**

CITY OF DENISON

KIMLEY-HORN AND ASSOCIATES, INC.

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

BY: Bredley J Hill

TITLE: \_\_\_\_\_

TITLE: Regional Contract Lead

DATE: \_\_\_\_\_

DATE: December 10, 2024

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion and take action on a resolution authorizing the Mayor to provide a foreign trade zone support letter to any business located within the City of Denison upon request.

## Staff Contact

Tony Kaai, President of DDA  
tkaai@denisontx.org  
(903) 464-0883

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## Summary

- The ability to add, support, and promote Foreign Trade Zone access to the City of Denison (“City”) will assist in developing industry in the local area, potentially expanding international trade between locally-based businesses and those in the manufacturing, industrial, other business sectors, or those involved in shipping and/or logistics, and will help sustain and expand the City’s local economy.
- Staff recognizes the future potential to increase international trade activity in the City, and Grayson County, based in large part on the City’s proximity to Sherman, Texas, the Oklahoma Border, and to Interstate 75, as well as the City’s proximity to a proposed expansion site of a recipient of the Federal CHIPS and Science Act.
- The U.S. Foreign Trade Zones Program can provide businesses with important benefits as they expand internationally.
- Any business located within or with a facility that has a physical presence within the City is eligible to request through the Dallas/Fort Worth International Airport Board that its facility in the City of Denison be designated as a Usage-Driven Site of the DFW Foreign Trade Zone, provided that the City of Denison and other impacted taxing authorities provide support for the application.
- Any imported inventory, and any domestic inventory held for export, which is located in a Foreign Trade Zone is exempt from local ad valorem tax.

## Staff Recommendation

Staff recommends adoption of the resolution.

## Recommended Motion

“I move to adopt the resolution authorizing the Mayor to provide a foreign trade zone support letter to any business located within the City of Denison upon request.”

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## Background Information and Analysis

The ability to add, support, and promote Foreign Trade Zone access to the City of Denison (“City”) will assist in developing industry in the local area, potentially expanding international trade between locally-based businesses and those in the manufacturing, industrial, other business sectors, or those involved in shipping and/or logistics, and will help sustain and expand the City’s local economy. Staff recognizes the future potential to increase international trade activity in the City, and Grayson County, based in large part on the City’s proximity to Sherman, Texas, the Oklahoma Border, and to Interstate 75, as well

as the City's proximity to a proposed expansion site of a recipient of the Federal CHIPS and Science Act. The U.S. Foreign Trade Zones Program can provide businesses with important benefits as they expand internationally. Any business located within or with a facility that has a physical presence within the City is eligible to request through the Dallas/Fort Worth International Airport Board that its facility in the City of Denison be designated as a Usage-Driven Site of the DFW Foreign Trade Zone, provided that the City of Denison and other impacted taxing authorities provide support for the application. Any imported inventory, and any domestic inventory held for export, which is located in a Foreign Trade Zone is exempt from local ad valorem tax. Support of the expansion of business in Denison will in turn create jobs and investment in Denison.

**Financial Considerations**

None

**Prior Board or Council Action**

None.

**Alternatives**

The City Council may deny, table or modify the agenda item.

**RESOLUTION NO. 2024-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF DENISON, TEXAS IN SUPPORT OF AUTHORIZING THE MAYOR TO PROVIDE A FOREIGN TRADE ZONE SUPPORT LETTER TO ANY BUSINESS LOCATED WITHIN THE CITY UPON REQUEST; PROVIDING A SAVINGS/REPEALINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Denison, Texas (the “City”) is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

**WHEREAS**, the City Council of Denison, Texas (“City Council”) has determined that the ability to add, support, and promote Foreign Trade Zone access to the City will assist in developing industry in the local area, potentially expanding international trade between locally-based businesses and those in the manufacturing, industrial, other business sectors, or those involved in shipping and/or logistics, and will help sustain and expand the City’s local economy; and

**WHEREAS**, the City Council recognizes the future potential to increase international trade activity in the City, and Grayson County, based in large part on the City’s proximity to Sherman, Texas, the Oklahoma Border, and to Interstate 75, as well as the City’s proximity to a proposed expansion site of a recipient of the Federal CHIPS and Science Act; and

**WHEREAS**, the U.S. Foreign Trade Zones Program can provide businesses with important benefits as they expand internationally, and

**WHEREAS**, any business located within or with a facility that has a physical presence within the City of Denison is eligible to request through the Dallas/Fort Worth International Airport Board that its facility in the City of Denison be designated as a Usage-Driven Site of the DFW Foreign Trade Zone, provided that the City of Denison and other impacted taxing authorities provide support for the application, and

**WHEREAS**, the City Council of the City of Denison (“City Council”) understands that any imported inventory, and any domestic inventory held for export, which is located in a Foreign Trade Zone is exempt from local ad valorem tax, and

**WHEREAS**, the City Council supports the expansion of business in Denison, which in turn will create jobs and investment in Denison,

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS**

**Section 1. Recitals Incorporated.** The findings recited above are incorporated as if fully set forth in the body of this Resolution.

**Section 2. Encourage Economic Activity.** The City supports and encourages the use of the Foreign Trade Zones program by any business located within the City and lawfully complies with the requirements of such usage.

**Section 3. Authorization.** City Council authorizes the Mayor to execute a Foreign Trade Zone support letter to be sent on the behalf of the City in support of a business in a form similar to that attached as Exhibit A to this Resolution upon written request from the business.

**Section 4. Savings/Repealing.** All resolutions, ordinances, or City Council actions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

**Section 5. Severability.** In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it is the intention of the City Council that the invalidity or unconstitutionality of the one or more parts shall not affect, impair, or invalidate this Resolution as a whole or any part or provision other than the part declared to be invalid or unconstitutional; and the City Council of the City of Denison, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 6. Open Meetings.** That it is hereby found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given. All as required by Article 5511.041, Texas Government Code.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon its passage.

On motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the above and foregoing Resolution was passed and approved at a Regular Meeting of the City Council of the City of Denison, Texas, on January \_\_, 2025.

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Robert Crawley, Mayor

ATTEST:

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Christine Wallentine, City Clerk