



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Tuesday, January 21, 2025

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on **Tuesday, January 21, 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 January 6, 2025.
- B. Receive a report, hold a discussion and take action on rejecting all bids received for the 24201 Ike Hike Trail Extension Walking Path Phase 1 construction.
- C. Receive a report, hold a discussion and take action on a resolution authorizing the Interim City Manager to make application for the Texas Parks and Wildlife Department Recreational Trails Grants by and between the Texas Parks and Wildlife Department and the City of Denison.
- D. Receive a report, hold a discussion, and take action on an Ordinance amending Chapter 18 "Public Property", Article III "Parks and Recreation Areas", Division 4 "Recreation", Section 18-138 “Randell Lake Reservation; Rules and Regulations” by amending and deleting portions of Section 18-138 to eliminate public access and recreational use to the City-owned municipal reservoir used for the municipal water supply; and amending Chapter 11 “Miscellaneous Offenses”, Article I “In General”, Section 11-5 “Firearms and handguns generally”, Subsection (c), to remove a reference to Section 18-138, of the City of Denison Code of Ordinances.
- E. Receive a report, hold a discussion and take action on adopting a formal Debt Policy to outline the City’s guidelines for the issuance and management of debt.

- F. Receive a report, hold a discussion, and take action on entering into a Professional Services Agreement (Contract No. 2024-0102) with Plummer Associates, Inc. for utility engineering in the amount of \$689,619, and authorize the Interim City Manager to execute the same.
- G. Receive a report, hold a discussion and take action on the reappointment of Robert Crawley and Forrest Pool, and the appointment of Aaron Thomas and Joshua Massey as new members, to the Tax Increment Reinvestment Zone No. 5 Board of Directors, each to serve a two-year term, and the appointment of Robert Crawley to serve as Board Chair for a one-year term.
- H. Receive a report, hold a discussion and take action on the reappointment of Robert Crawley and Amber Holley, and the appointment of Michael Courtright and Spence Redwine as new members to the Tax Increment Reinvestment Zone No. 4 Board of Directors, each to serve a two-year term, and the appointment of Robert Crawley to serve as Board Chair for a one-year term.

4. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance approving a Conditional Use Permit (CUP) for property legally described as being, Block 1, Lot 2, of the Breezy Hill Addition, an addition to the City of Denison, Grayson County, being commonly known as 4000 Texoma Parkway, GCAD Property No. 449837, located within the Commercial (C) District for the operation of an Office Warehouse. (Case No. 2024-12CUP)
- B. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance approving a Conditional Use Permit (CUP) for property legally described as being, Block 27, Lots 8, 9, and 10 Laynes Addition, an addition to the City of Denison, Grayson County, commonly known as 917 S. Armstrong Avenue, GCAD Property ID Nos. 145249 and 145260, located within the Commercial (C) District, for the operation of an automotive repair shop. (Case No. 2024-13CUP)
- C. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance approving a Conditional Use Permit (CUP) for property legally described as being, Block 46, Lots 14 thru 16, 68 X 120, 8, 160 Sq. Ft., of the OTP Denison Addition, an addition to the City of Denison, Grayson County, being commonly known as 130 W. Woodard, GCAD Property ID No. 143075, located within the Central Area (CA), Austin Avenue Overlay District (AO), and the Historic Overlay District (CH), for the operation of a Mobile Food Unit. (Case No. 2024-94CUP)

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion and take action on awarding a bid and entering into a contract with GDC Industrial (Contract No. 2025-001) in the amount of \$2,229,076.47 for Project No. 24113 - Generators and Electrical Improvements, and authorize the Interim City Manager to execute the same.

6. PROJECT UPDATES

- A. Receive a report and hold a discussion regarding Streets Pavement Management Project Update.

B. Receive a report and hold a discussion on The Big Event 2025.

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.

1. Confer with City Attorney regarding legal requirements of CDBG 5-year Action Plan and HUD required survey.
- 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.
- 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 17th day of January 2025.

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, January 6, 2025

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 were also present.

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Jacob Nichols, Rector of St. Luke's Episcopal Church, gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by Public Works Director, Ronnie Bates.

2. 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 4.A. on the agenda under Public Hearings. Mayor Crawley announced comment 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 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.

Council Action

On motion by Council Member Redwine, seconded by Council Member Thomas, the City Council unanimously approved **Ordinance No. 5371**, “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”; **Resolution No. 4181**, “A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE INTERLOCAL AGREEMENTS WITH OTHER POLITICAL SUBDIVISIONS FOR RADIO CORE SERVICES; AND PROVIDING AN EFFECTIVE DATE”; and the rest of the Consent Agenda as presented.

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.

Council Action

Mary Tate, Director of Development Services, reported this public hearing is to consider the creation of the Preston Harbor Public Improvement District (PID). Staff received the petition for creation on November 8, 2024. A public improvement district is a financing mechanism for the developer to use. The state statute sets forth the process in which the City has to follow for noticing requirements, accepting the petition, and the language that we have to use when we're leading up into this point, into this public hearing. Staff has

satisfied all of those requirements. The specific boundaries of the PID are located within the petition, and in this case, it is the northern portion of the Preston Harbor property, approximately 1000 acres, which is the northern half. The entire property is a little over 3,000 acres. The estimated cost of authorized improvements is capped at \$300 million. The proposed public improvements include, but are not limited to, sidewalk and drainage improvements, roadway improvements, utility relocation, open space and park creation, as well as lighting, landscaping and signage for the specific boundaries of that property. A petition for dissolution agreement was required to be submitted by the petitioners, which helps to protect the City in the case the PID is not approved, or if something unforeseen should come up, we have the option to bring that petition before you to dissolve the public improvement district. The requested public improvement district does not have any financial implications for the City. We are not required to participate financially by contributing dollars, nor are we obligated to take on any debt obligations. The PID does add an additional assessment to the purchasers of the property within that specific boundary. So, similar to an HOA if you think about it that way. Someone coming in to buy a lot is notified during the purchasing and closing document process that they have an HOA fee. A PID assessment is the same exact thing. The intention is for the developer to get that assessment down through other financing mechanisms, and this is a very complicated deal structure. So, there are a lot of moving parts to this, but their intention is to have the PID assessment get to a point where the market will support it. They don't want to be selling lots that people cannot afford, and it is our job as the City to make sure that we understand that as well, and that we guide that process. There is still a lot of financial analyzes that have to take place, but please keep in mind that the assessment is only for the property within the defined PID boundary. No other citizens outside of the Preston Harbor Public Improvement District will be affected by any type of financial obligation. Ms. Tate then requested the public hearing be opened.

Mayor Crawley then opened the public hearing and called upon Ms. Liberty Johnson, who submitted a Request to Speak Card, to come forward and provide her name and address for the record. Ms. Johnson came forward and provided the following for the record:

Name: Liberty Johnson

Address: 152 Harbor Rd.
Denison, TX

Ms. Johnson stated she lives within the 200-foot boundary of where this property in question is. She stated you cannot really tell on the graphic and mentioned this is one of the requests she made, asking for documentation through an open records request, and got a response on the 11th day of the request with multiple questions and zero answers on the 10 points she outlined. Ms. Johnson did not realize that it is outsourced to a firm in Frisco. With the location of her home, there are only two houses on this street, and theirs is the unincorporated side and literally 40 feet away from their driveway is the City of where this 3000 plus acre community will be going in. There are concerns as far as the roads, which is part of the open records request she made. Ms. Johnson asked where the thoroughfare is, where the main entry points are, what is it going to do to their roads and if these are going to be expanded. These are just areas that a lot of concerns are, but she feels she is hitting

roadblocks every time there are attempts made with the communication with Denison. So, she is interested in knowing if a town hall was ever heard to alleviate some of these concerns. Ms. Johnson said she is not against progress in a city but is very concerned about adding what she believes to be 18,000 to a community that only 26,000 or so right now. Ms. Johnson also asked about the infrastructure and if this would be prepared in time. She also asked about schools, the voting districts and such. Ms. Johnson feels this seems to be quite a hush topic and she is not getting the open records request within the 10-day deadline. Instead, she feels she gets pushback by somebody that's not even aware that this hearing was taking place with a firm that was hired by the city (referring to the City Attorney's office). Ms. Johnson said these are her concerns and asked if there are better points of contact the community can reach out to put some of these concerns at ease, because a lot of the graphics aren't even legible if you look them up online.

Mayor Crawley then asked if there was anyone else present who wished to speak on this agenda item. Ms. Mann came forward and provided the following information for the record:

Name: Shirley Mann

Address: 134 Persimmon Street
Denison, TX

Ms. Mann stated she resides behind Ms. Johnson's property. Ms. Mann said she hasn't asked for any information or been turned down for anything but stated at this point she is surprised there is not more information out there about this. Her concern is, she knows you can lay water lines to get water from point a to b is not too hard, but sewer is another thing. Ms. Mann asked if the City is prepared to take the sewer strain from this area and move it to Denison's treatment plant. Ms. Mann also asked if the City was going to have to have another plant out there, which she is okay with. Ms. Mann commented that people kind of lose their mind when you say a sewer plant, but some of them, most of them, yours, would be clean and okay, and could be made very pretty. However, she is still concerned about where anything's going to be located out there. Ms. Mann added that she does not believe anybody knows anything as she has asked around and reiterated, she is surprised she does not have a map to show where residential will be, where the hotel,/motel, whatever will be, any roads, anything. Ms. Mann says she is for progress and is excited for the City ever since this started but is beginning to wonder what she is excited about. She would like to know about the sewer treatment plant, the water all of the infrastructure things that seem to be kind of going on.

Mayor Crawley responded that sewer lines are in the process of being laid to this property and they will come back into the City and end up at the City's sanitation plan. This is something that is being done now. The City is also laying water lines to the property and estimates we are about 50% or more to getting water there, but for anyone to live there, it is going to take an effort by our community to help with the sewer and the water to this area. Mayor Crawley pointed out that Preston Harbor is within the City limits. As far as location, there are several maps. We probably don't have a map on the City's website of

the proposed site plan, as it will be, where the hotel is, etc., but this development has been in the newspaper several times and on local news channels on television.

Julie Fort, City Attorney, added that for a large part of the development there is a concept plan attached to the zoning ordinance that exists on this property, but it is a concept until final planning and engineering is done. No one knows exactly where the roads will be until all of this work is done. This work is not going to be done until they know they have the financial tool available to help finance the work, which is the PID. So far, there is an idea of where they might be, but it is not finalized until the final engineering and the engineering work is done.

Mayor Crawley then asked if there was anyone else present who wished to speak on this agenda item. Ms. Augustine came forward and provided the following information for the record:

Name: Gail Augustine

Address: 22 Whispering Oaks
Denison, TX

Ms. Augustine stated she has been watching and has been excited about this because it's good for Denison. However, she also moved to Texas, like 22 years ago, to Frisco, and is hoping not to live the Frisco event over again. She mentioned 18,000 more people and wondered if this more people actually living here or does this include the people that will be in hotels or short-term properties in front of the lake, because what happens with this is 18,000 people come in, and they all have little, tiny children, and they have to go to school. Ms. Augustine stated we have a limited school system here in Denison. Frisco started off with one high school, and now they're up to, like, eight or nine high schools. The taxes were crazy. It gets to be something that rolls out of control and Ms. Augustine said she wants some assurance from this Council about future planning and asked if there is a plan for all of this, because you'll find that one comes in and they bring five friends who also want to do the same thing. Frisco went from 43,000 to 98,000 in six years and this was a disaster because the roads weren't built before the people came, the schools weren't built before the people came. She moved out here for peace and quiet but wants to know if there's a plan for this. Is there a committee where people of Denison could join in? Aside from these meetings to talk about if this really the best plan. All these communities are built and then one strip mall after another, and before you know it, you have 4300 nail salons, donut shops, right next to everything and it really becomes not the place you want to live. Ms. Augustine would hate to lose what is perfect about Denison to growth.

Julie Fort, City Attorney, responded that the City does have a Comprehensive Plan that addresses the most desired future land uses and undeveloped areas, along with the Open Space Plan, Master Thoroughfare Plan for the roads and Utility Plan that is updated at least every five years. There is a committee when this is done to look at that and have the plan, and then in the interim, whenever the Planning and Zoning Commission, which is a group of citizens that are appointed to that Commission, whenever there is a request to change any current land use, they review that. Part of their review is, does this comply with the

comprehensive plan that we have. The City does have tools to regulate land use, but the City, under state law, can't prohibit it. That's an Austin State Legislator issue. So, we can't just, except in very weird circumstances, can't tell somebody who owns property, you can't do anything with your property. This is why the plans are in place to try to get it to develop in an orderly way and in a smart way.

Bobby Atteberry, Interim City Manager, added also since Ms. Augustine mentioned the school district, the City has been working with the school district on this plan since the developer first came to us. Mr. Atteberry reported he meets with the school Superintendent monthly, and this is part of their discussion every month, is what's coming and what they need to plan for. The School District already has some things in mind that they're going to have to do to develop up there, to take this initial property. Other people with land up there are going to start to develop their plan, and it's going to turn into the same thing. However, as Ms. Fort stated, we can only do so much, and that's develop our five-year plans and what residents want to do with their property we can't control.

Mayor Crawley stated the school has an approximately 40-member committee that works on this as well. They had their first committee meeting with the first school bond. They're considering another bond, and so there's another Citizens Committee of about 40 people. It's rather broad based throughout our community and they too are looking at this. Like Mr. Atteberry stated, we have frequent questions back and forth between us to be sure that we are thinking ahead for the schools and doing the very best that we can. This is through Denison ISD and is on their website, posted right on the front page about their committee meetings and their committee minutes, which is where you can find out information from the school side.

Ms. Johnson asked from the audience what the timeline is and over what amount of time do we expect from start to completion? Mr. Atteberry responded that it is going to depend on sales as much as anything and estimated about 10 to 15 years, maybe even 20 years. It depends on the economy.

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

Council Member Massey commented that he moved to Friso in 2001 and there were 20,000 people. He loved it. Then they started a growth patter because City Council leadership was very good at recruiting exceptional investment. This was his first experience with meeting city councilors and seeing how forward thinking they had to be financially to make sure that they could grow their city in an accountable way, and then participated when they started hitting a tipping point of how do we develop our city? Are we going to go vertical in development? Are we going to have industrial infrastructure lanes? Are we going to have residential components? So, they would do these little open box at different neighborhoods, and there would be community leaders who would put together these presentations and say, you have three options; you can have a corridor down the Tollway that's going to be your bright, shiny, tall infrastructure; you can have an industrial corridor around 380; you can have residential spread out; or you can do a couple of other options. So, they got a lot of civic input for that, and ultimately ended up projecting a growth pattern

that was going to lead to a quarter million people and 14 high schools that could play a district championship without ever having to play anybody outside of Frisco. Or you looked at Allen and said, we have one high school, and we're going to push everybody into that, and if you want to be the quarterback of that team, you're going to go to the NFL, but there's only one quarterback, so we had a lot of input there. Then Mr. Massey found Denison. He came up here and found exactly what Frisco was when he got there. What he admired about Denison, really, was they had a forward-looking plan that the community had created. Three to four hundred people would meet at the Hilton and go, where do we want to be in 10 years? 20 years? Then they had achieved those goals in advance of their deadline, and they got together and did it again. So, as a developer himself, and having owned businesses in six or seven states, this is a unique community, and he knows having participated in that 300-person roundtable, that one of the main drivers, the single most important thing was to make sure that we maintained the culture of Denison. This is the art of what we have to do. It's going to be a very challenging thing to have, maybe very exist in a Frisco growth environment, and make no mistake, we are in one of the fastest growing markets in the country. Texas has a as a pattern of behavior that is common to the entire country, which is you get tired of living next to the shopping center that has the Walmart and the target, etc. So, you move 10 miles down the road, and then you incentivize a developer to come do the exact same thing on that highway exit over and over again. So, you can see a Walmart every four or five miles throughout every highway in Texas. Mr. Massey says he doesn't know that we can really stop that. What makes Denison different, he thinks, is that in a development like this, and spoke to having seen Craig Ranch and McKinney develop and having experienced here where they had an opportunity for cost savings and revenue production, that the city just had a little bit of a disagreement with at the citizen level, and he pulled out of it. So, he is not interested in having a negative impact in the community. From a leadership perspective, Council Member Massey has a pretty good feel that what we're getting ready to have been somebody as a partner who wants to develop our city in a way that is going to honor the community that we have and not eradicate it, like say Mantua down in in the Van Alstyne area looks like it could do. Council Member Massey stated he appreciated Ms. Augustine's concerns, because he shares them, and that is going to be the primary objective, to make sure that we don't lose what Denison's culture is today.

There was no further discussion or questions from the City Council.

Mayor Crawley reminded those present that this is simply a financing tool that will be used to help put in the infrastructure and roads in this community. It contains about 1,000 acres. So, this is about 1/3 of this community that will be within a PID, and the residents that live within the PID, that choose to live there, will be the persons that will actually pay this financing tool back.

On motion by Mayor Pro Tem Adams, seconded by Council Member Courtright, the City Council unanimously approved Resolution No. 4182, "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”.

- 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.

Council Action

Robert Lay, Neighborhood Services Manager, stated this agenda item is regarding the unsafe residents at 1927 West Johnson in Denison. On December 19, 2024, Amy Jones, Bernice Fielder, the Estate of Bernice fielder, David Lee Bell, the Estate of David Lee Bell and William Fielder were given notice of violation to repair or demolish the structure at 1927 West Johnson. The owners have failed to comply with the notice. The structure is unsafe in accordance with Chapter 13, Article VII, Section 13-154 (4), (9), (10), (11), (13) and (14), of the Denison Code of Ordinances. On October 28, 2024, an Administrative Warrant was executed by Code Compliance Staff that revealed multiple substandard conditions. The structure was consequently posted as unsafe on October 28, 2024. The appraised value of the improvement currently is \$89,933. The taxes currently owed on the property total \$26,260.40 and have not been paid since at least 2013. The water service was last active in March of 2024. There are multiple health and safety violations throughout the property. These include a roof and foundation that are in poor condition, along with multiple health and fire hazards. This property is an attractive nuisance in the neighborhood. Staff is requesting the Council declare the structure unsafe and order its removal. A record of violations, notices and unsafe conditions of the property are on file in the Neighborhood Services Office.

Council Member Thomas asked if there were any residents currently residing in the house. Mr. Lay confirmed there are no residents currently residing in the house. Mr. Thomas also asked if the home is potentially on an auction list for the Sheriff’s Sale since the taxes haven’t been paid since 2013. Mr. Lay stated he spoke with the County about this, and they obtained a judgment on the property but does not know if they have set a date for a Sheriff’s Sale. If the City demolishes the house, the would auction off the lot. When Code Compliance executed the Administrative Search Warrant, the Building Official, Mr. Lay, and the Fire Marshal were all present. It is a house that, it's kind of deceiving by pictures, but it was a house that is in much worse condition. Talking to the Building Official, his statement was, this is not a house where we would want someone to attempt to remodel. So, this is why we chose to move forward with demolition.

There was no further discussion or questions from the City Council.

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

On motion by Mayor Pro Tem Adams, seconded by Council Member Courtright, the City Council unanimously approved declaring the structure at 1927 W. Johnson Street a nuisance and unsafe, ordered demolition and authorized staff to proceed with the demolition process.

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.

Council Action

Fanchon Stearns, CIP/Engineering Manager, reported this contract before the Council for an audit of the City's GIS processes and procedures. As more opportunities to use GIS tools are available, we need to ensure our program is able to accommodate things like interactive public dashboards, giving other City divisions the ability to create GIS tools for their team and education on how to maximize use of software already available. The City has two GIS staff members, and our program has historically focused on traditional GIS roles such as 9-1-1 addressing. This project will give staff a cleaner baseline to continue meeting the traditional needs and finding a way to update expectations for things like data collection and presentation. This is actually phase one of a two phase project. The first phase will focus on current processes and specific special projects. The next phase will focus on staff training and some data storage recommendations.

There was no discussion or questions from the City Council.

On motion by Council Member Massey, seconded by Council Member Thorne, the City Council unanimously approved Contract No. 2024-0154 for \$55,000 with Kimley-Horn for GIS support and authorized 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.

Council Action

Tony Kaai, President of Denison Development Alliance, presented this agenda item. Mr. Kaai stated they are targeting suppliers to the tech industry, and a lot of these suppliers are located all over the world. So, to prepare for the possibility of recruiting some of these international suppliers, those suppliers may require Foreign Trade Zone or a site that's located in the Foreign Trade Zone, which would be our industrial parks. Mr. Kaai has been working with the DFW FTZ department, as Denison would be a sub zone under the DFW zone. When Mr. Kaai came in 2000 there was an FTZ at NTRA. It was never used, so therefore it was removed. The process to reinstate it is a lot simpler than what it used to be, and that's what we're talking about this evening. They hosted a meeting with the FTZ group from DFW with all the taxing entities, not only just their staff members, but their board members, and went over it in detail. There are basically two steps required to

reestablish a Foreign Trade Zone in the City of Denison. One is the resolution before the Council this evening, which is just a formality. It does not commit the City to anything. If this is passed, and we have an industry that requires or wants a Foreign Trade Zone, they have to come back to us, which we would run an economic impact analysis on that and bring it back to the Council. This would be on a case-by-case basis for any industry that wants to use the Foreign Trade Zone. The reason for the impact analysis is to determine what impact this would have on the City financially. It is what the FTC does, really, it saves companies and defers these taxes, mostly federal tariffs and custom taxes, in some cases, up to 30%. So, you can bring the product in and not pay any taxes until it's utilized. Basically, it's a cash flow thing for these industries that would use the FTZ. The impact on the community is that that inventory is tax free as well. As you know, we have an inventory tax in the State of Texas, but this would make that particular inventory tax free. You are not going to lose anything if you don't get the company. You have to get it. It's like any other incentive. It's just a single part of an incentive that you may or may not utilize to attract a certain international company. Now their mission is, again, to recruit companies that are thinking about reassuring their operations to the US or building a new plant. Specifically, a new plant in Denison. Ultimately, the tradeoff would be, we are not going to get the inventory tax off a certain inventory, but we're going to get a multimillion-dollar facility that will be taxable, and the jobs that go with it and the economics that go with that.

Mayor Crawley reiterated this was a formality and that each industry or customer would be judged individually on their needs and if it is approved at the City of Denison level, Mayor Crawley asked who else would need to approve it. Mr. Kaai responded that each taxing entity would have to approve. So, the City of Denison, Denison ISD, Grayson County and Grayson College. Mr. Kaai stated this item would be on their corresponding future agendas for approval as well.

Council Member Massey stated they would not pay tax on the inventory imported, but asked if they would pay tax after the value added to the end use product they sell. In other words, let's say they are a supplier to Texas Instruments. They bring in whatever component it is that they end up selling to TI, and they have to do something to it to make it palatable for TI's consumption. Is the end product they sell for TI taxable. Mr. Kaai responded not to his knowledge.

There was no further discussion or questions from the City Council.

On motion by Mayor Pro Tem Adams, seconded by Council Member Redwine, the City Council unanimously approved Resolution No. 4183, "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."

7. PROJECT UPDATES

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

Council Action

Ronnie Bates, Public Works Director, stated he wanted to provide a project information update on the public access to Randall Lake where public access to Randall Lake has been allowed in the past. In compliance with the American Water Infrastructure Act, we as a city are required to conduct a risk resilience assessment for all of our city water infrastructure and assets every five years, as mandated by Congress in 2018. The City's last assessment was completed in 2020, and we are just now completing the one for 2025. Plummer and Associates has just completed both of these risk and resilience assessments. It was documented that Randall Lake should be closed to public access, and the lake be categorized as a high security area because it's Denison's single source for drinking water. It is our responsibility to meet the requirements of the state drinking water programs under the Drinking Water Act. We are also required to follow all TCEQ rules under the permit. The primary concern regarding public access for this is because of the intentional or unintentional contamination of our drinking water. That is our sole source. Only place we get water. We don't have other sources that we can dilute or anything like that. It is only a 300-acre lake, so it doesn't take very much of any kind of anything to get in there and for it to cause a problem. As you know, we have many projects that are ongoing at the water plant and getting water up to the different developments that are going on. Two years ago, we actually did shut down public access to these areas because there were so many trenches. There are people working everywhere out there, and we didn't want the public to fall into a hole or get run over by any equipment. So, we stopped public access two years ago. The construction is going to continue on, as we know, for at least another three to four years. So, staff thought this would be the prime time to come to the Council and make the suggestion and ask permission to go ahead and change the ordinance, which is at Section 18-138, of the City's Code of Ordinances, and remove public access to this area and make it a high security zone. Mr. Bates stated no action was needed on this item this evening, but this will be on the next Council agenda for an actual vote to approve the amendment.

There was no discussion or questions from the City Council.

No action taken. Informational presentation only.

7. EXECUTIVE SESSION

The Council then adjourned into Executive Session at 6:45 p.m. 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.

- 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.

RECONVENE INTO REGULAR SESSION

The Council then reconvened into Regular Session at 8:23 p.m. and took the following action:

- 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.

Council Action

On motion by Mayor Pro Tem Adams, seconded by Council Member Thorne, the City Council unanimously approved a 4% increase to the base salary of Interim City Manager, Bobby Atteberry, retroactive to October 1, 2024.

- 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 8:24 p.m.

ROBERT CRAWLEY, Mayor

ATTEST:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on rejecting all bids received for the 24201 Ike Hike Trail Extension Walking Path Phase 1 construction.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@denison.tx.gov

903-647-3335

Summary

- Phase 1 of the Ike Hike trail extension includes a concrete path from Shepard Street to the southwest corner of the Crockett and Owings intersection, including improvements to the large culvert headwall at the intersection.
- The two-phase project will connect Downtown Denison to the Eisenhower Birthplace State Historic Site, with an approx. 10-foot-wide concrete path and make improvements to the Crockett and Owings intersection.
- Two bids were received in October 2024 for Phase 1 construction and the City has opted to pursue the design of Phase 2 in lieu of awarding a construction contract at this time.

Staff Recommendation

Staff recommends rejection of all bids.

Recommended Motion

“I move to reject all bids received for the 24201 Ike Hike Trail Extension Walking Path Phase 1 construction.”

Background Information and Analysis

The Ike Hike walking path will extend the Ike Hike trail from Main Street to the Eisenhower Birthplace State Historic Site. Current plans for the approx. 10-foot-wide raised path have it connecting to existing sidewalk on the south side of East Main Street across from the Katy Depot. The path would run along Main and turn south on the west side of Crockett Avenue. From there, it would terminate at the future location of the Eisenhower Birthplace main entrance on Shepard Street. In addition to the concrete pathway and 6” curb, improvements to the failing culvert headwall at the southwest corner of the Crockett/Owings intersection were also included in Phase 1 plans. Phase 2 would begin at the intersection and continue to the existing sidewalk on East Main. The second phase also includes closing the protected southbound right turn lane from Crockett onto Owings to improve safety and reduce confusion for drivers and pedestrians.

Phase 1 of the project is from Shepard to the south side of the Owings and Crockett intersection. Staff and the project engineers worked with adjacent property owners, TXDOT, and Eisenhower Birthplace State Historic Site staff on the plans. The plans were completed and went to bid in October 2024. Two bids were received from Ed Bell Construction and Ratliff Hardscape. The City has opted to continue to move forward with Design of Phase 2 of the project instead of constructing Phase 1 at this time.

Additional coordination with TXDOT, Oncor, and UP and BNSF railroads and respective lessees are ongoing as part of the design of Phase 2.

Financial Considerations

None.

Prior Board or Council Action

The Council awarded the engineering contract for the project to Garver Engineering in June 2023.

Alternatives

Council may modify, table, or deny the item.

Ike Hike Phase 1
Bid Opening
2:30pm on October 4, 2024
City Council Chambers
300 W. Main St., Denison, TX 75020

Submitter	Bid Bond	Addendum 1	Conflict of Interest	Base Bid
Ed Bell Construction	Yes	Yes	No	\$649,882.60
Ratliff Hardscape	Yes	Yes	No	\$359,737.00

2 total bids received by the deadline.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a resolution authorizing the Interim City Manager to make application for the Texas Parks and Wildlife Department Recreational Trails Grants by and between the Texas Parks and Wildlife Department and the City of Denison.

Staff Contact

John Janes, Grants Coordinator
jjanes@denisontx.gov
903-465-2720 Ext. 2510

Summary

- By February 1st, 2025, a grant application will be submitted by the City of Denison to TxPWD for funding trail amenities.
- The grant can award up to \$300,000, with a city match of 50% of project costs.
- If awarded the project is estimated to take approximately 36 months, including contract negotiation, reimbursement, and grant closeout.

Staff Recommendation

Staff recommends approval of the grant application

Recommended Motion

“I move to adopt a resolution authorizing the Interim City Manager to make application for the TPWD Recreational Trails Grant by and between the Texas Parks and Wildlife Department and the City of Denison.”

Background Information and Analysis

By February 1st, 2025, a grant application will be submitted by the City of Denison, requesting a \$300,000 grant from the State for trail amenities. A requirement of the RFP (request for proposal) is an authorization form completed and submitted by the deadline.

Financial Considerations

There is a 50% cost share that will be met via man hours.

Alternatives

Council may deny or table this agenda item.



Local Park Grant Program Resolution Authorizing Application

A resolution of the City of Denison, Texas as hereinafter referred to as "Applicant," designating certain officials as being responsible for, acting for, and on behalf of the Applicant in dealing with the Texas Parks & Wildlife Department, hereinafter referred to as "Department," for the purpose of participating in the Local Park Grant Program, hereinafter referred to as the "Program"; certifying that the Applicant is eligible to receive program assistance; certifying that the Applicant matching share is readily available; and dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses.

WHEREAS, the Applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the Applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

BE IT RESOLVED BY THE APPLICANT:

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs the Interim City Manager to act for the Applicant in dealing with the Department for the purposes of the Program, and that the Interim City Manager is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as Katy Trailhead in the City of Denison or use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

Introduced, read and passed by an affirmative vote of the "Applicant" on this 21st day of January, 2025.

Signature of Local Government Official

Robert Crawley, Mayor

Typed Name and Title

ATTEST:

Signature

Christine Wallentine, City Clerk

Typed Name and Title

City Council Meeting Staff Report



January 21, 2025
Regular Council Meeting

Agenda Item

Receive a report, hold a discussion, and take action on an Ordinance amending Chapter 18 "Public Property", Article III "Parks and Recreation Areas", Division 4 "Recreation", Section 18-138 "Randell Lake Reservation; Rules and Regulations" by amending and deleting portions of Section 18-138 to eliminate public access and recreational use to the City-owned municipal reservoir used for the municipal water supply; and amending Chapter 11 "Miscellaneous Offenses", Article I "In General", Section 11-5 "Firearms and handguns generally", Subsection (c), to remove a reference to Section 18-138, of the City of Denison Code of Ordinances.

Staff Contact

Ronnie Bates, Public Works Director
rbates@denisontx.gov
(903) 465-2720

Summary

- The City, as a home rule municipal corporation pursuant to Section 5, Article XI of the Texas Constitution exercises powers granted by the Texas Constitution and the City's Charter and is so empowered to adopt ordinances and rules that are for the good government of the City.
- The City is required to comply with applicable federal, state, and local laws to protect the source and quality of the public water supply.
- It is in the best interest of the citizens to protect the public water supply by prohibiting public access to the source of the water to reduce the potential for contamination of the source.

Staff Recommendation

Staff recommends adoption of the ordinance as presented.

Recommended Motion

"I move to adopt the Ordinance amending Chapter 18 "Public Property", Article III "Parks and Recreation Areas", Division 4 "Recreation", Section 18-138 "Randell Lake Reservation; Rules and Regulations" by amending and deleting portions of Section 18-138 to eliminate public access and recreational use to the City-owned municipal reservoir used for the municipal water supply; and amending Chapter 11 "Miscellaneous Offenses", Article I "In General", Section 11-5 "Firearms and handguns generally", Subsection (c), to remove a reference to Section 18-138, of the City of Denison Code of Ordinances."

Background Information and Analysis

The City, as a home rule municipal corporation pursuant to Section 5, Article XI of the Texas Constitution exercises powers granted by the Texas Constitution and the City's Charter and is so empowered to adopt ordinances and rules that are for the good government of the City. The America Water Infrastructure Act, enacted by Congress in 2018, required the City to complete a Risk and Resiliency Assessment (RRA) by 06/30/2021. The RRA was completed by Plummer and Associates and

is required to be updated every 5 years thereafter. The most critical vulnerability the RRA identified is the allowance of public access to Randell Lake for recreational purposes given that Randell Lake is the single drinking water supply source for the City, its residents, and wholesale water customers and potential contamination of the water supply source, whether intentional or not, is an untenable risk to public health and safety. Public access to Randell Lake is currently suspended due to ongoing large capital improvement project construction activities that made access unsafe. The suspension has been in place for approximately two years. Amending the ordinance, as recommended, will permanently prohibit public access to Randell Lake making the drinking water source for the City more secure. Amending the ordinance, as recommended, will also ensure that the City is compliant with all laws and regulatory requirements.

Financial Considerations

None.

Prior Board or Council Action

The ordinance was previously adopted in 2017. Staff provided a project update on the amendments at the January 6, 2025, City Council meeting.

Alternatives

Council may choose to deny, table, or modify this agenda item.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 18 "PUBLIC PROPERTY", ARTICLE III, "PARKS AND RECREATION AREAS", DIVISION 4, "RECREATION", SECTION 18-138 "RANDELL LAKE RESERVATION; RULES AND REGULATIONS" OF THE CODE OF ORDINANCES BY AMENDING AND DELETING PORTIONS OF THE SECTION 18-138, AS ADOPTED BY ORDINANCE NO. 4883, SECTION 2, TO ELIMINATE PUBLIC ACCESS AND RECREATIONAL USE TO THE CITY-OWNED MUNICIPAL RESERVOIR USED FOR THE MUNICIPAL WATER SUPPLY; AND AMENDING CHAPTER 11, "MISCELLANEOUS OFFENSES", ARTICLE I, "IN GENERAL", SECTION 11-5, "FIREARMS AND HANDGUNS GENERALLY" TO REMOVE A REFERENCE TO SECTION 18-138; 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, the City Council of the City of Denison, Texas (the "City Council") on June 19, 2017, previously adopted Ordinance No. 4883, which added Chapter 18 "Public Property", Article III "Parks and Recreation Areas", Division 4 "Recreation", and also added among several sections, Section 13-138 "Randell Lake Reservation; rules and regulations" to allow public access to and recreational activity use of the Randell Lake Reservation reservoir owned by the City for the purpose of the municipal water supply; and

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

WHEREAS, the City is required to comply with applicable federal, state and local laws to protect the source and quality of the public water supply; and

WHEREAS, the City Council seeks to protect the public safety, preserve the quality of life, and promote the health, safety and welfare of the residents of the City of Denison and the general public by amending Chapter 18 "Public Property", Article III "Parks and Recreation Areas", Division 4 "Recreation", section 18-138 "Randell Lake Reservation; rules and regulations" of the City of Denison Code of Ordinances as set forth below to prohibit public access and recreational activity use of Randell Lake Reservation to help

insure the quality, integrity, and security of the water within the reservoir that provides for the municipal water supply; and

WHEREAS, the City Council finds and determines that it is in the best interest of the City to amend Section 18-138 to remove subsections (c) through (f) related the public's access to the Lake Randell Reservation and prohibit recreational activities in, on, and within the Lake Randell Reservation; and

WHEREAS, having reviewed the proposed amendments to this Ordinance, the City Council finds and determines that it is in the best interest of the residents and will improve the health, safety, and general welfare of the City and the residents.

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. AMENDMENTS TO SECTION 18-138. That the Code of Ordinances, City of Denison, Texas is hereby amended by deleting and thus removing subsections (c) through (f) from Section 18-138 of Chapter 18 "Public Property", Article III "Parks and Recreation Areas", Division 4 "Recreation", and Section 18-138 "Randell Lake Reservation; rules and regulations" and makes further additional amendments to Section 18-138, subsections (a) and (b) of the City of Denison Code of Ordinances, so the entirety of Section 18-138 will read as follows and as amended:

Sec. 18-138. - Randell Lake Reservation; rules and regulations.

(a) *Rules and regulations.* The city manager or his or her designee is hereby authorized to promulgate rules and regulations related to the operation of Randell Lake Reservation (Reservation") and its facilities

(b) *Restricted Access.* Randell Lake Reservation is a restricted area owned by the City of Denison, Texas for the purpose of providing municipal water to its citizens. Access by the public is therefore prohibited.

SECTION 3. AMENDMENT TO SECTION 11-5. That the Code of Ordinances, City of Denison, Texas is hereby amended Additionally, that City hereby amends the City's Code of Ordinances, Chapter 11 "Miscellaneous Offenses", Article I "In General", Section 11-5 "Firearms and handguns generally", subsection (c), to read as follows, the removed portion marked by strikethrough text:

(c) It shall be unlawful for any person to discharge any firearm of any description within the city limits. ~~This subsection shall not apply to a sport shooting range or the discharge of shotguns at Randell Lake in accordance with section 18-138 of this Code.~~

SECTION 4. 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 5. 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 8. PENALTY. The protection of water supply is a matter of public health and safety. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 6. 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 7. 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 18th day of November, 2024 by the following vote:

- Ayes:
- Abstentions:
- Nays:

At regular meeting November ____, 2024.

Robert Crawley, Mayor

ATTEST:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



January 21, 2025

Agenda Item

Receive a report, hold a discussion and take action on adopting a formal Debt Policy to outline the City's guidelines for the issuance and management of debt.

Staff Contact

Laurie Alsabbagh, Finance Director
lalsabbagh@denisontx.gov
903-465-2720 X 2492

Summary

- To meet capital needs, debt is issued by the City under the guidance of the City's financial advisor and bond counsel.
- Adopting a formal Debt Policy will ensure that requirements for administration and oversight are met.
- The Debt Policy will demonstrate that the City is committed to actively managing debt levels and its ability to pay debt service.

Staff Recommendation

City staff recommends the approval of the Debt Policy.

Recommended Motion

"I move to approve the Debt Policy as presented."

Background Information and Analysis

The City issues debt under the guidance of the City's financial advisor and bond counsel to ensure the debt is structured and managed within compliance of State and Federal regulations. There are currently procedures in place for issuing and managing debt, however the City lacks a formal, written Debt Policy outlining these procedures. With the City's growth, and increasing debt needs, it is necessary that the City have a formal, written policy to outline the administration and oversight of the City's debt. This policy defines responsibilities, types of debt, evaluation criteria for debt limits, and required disclosures and management of debt. This policy demonstrates the City's commitment to assure that the debt levels and ability to pay debt service are actively managed.

Financial Considerations

N/A

Prior Board or Council Action

No Prior Board or Council Action exists for this request.

Alternatives

The City Council may table, deny, or modify the proposed policy.



City of Denison
Accounting Division

Debt Policy

Approved by Council January 21, 2025

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I. Purpose

The purpose of this policy is to establish guidelines for the issuance and management of debt to ensure that the City maintains a sound debt position and credit quality of its obligations. This policy is to assure both taxpayers and bond rating agencies that debt levels and ability to pay debt service are actively managed.

II. Scope

Applies to all City of Denison financing activities including, but not limited to Certificates of Obligation, Revenue Bonds, Public Improvement Bonds, Refunding, Private Placement Loans/Notes, and Capital Leases.

III. General Policy Statements

- a. The City may issue any legal form of indebtedness through any sale method as permitted under the City Charter, State Law, or Federal Law, to finance capital equipment or infrastructure improvements, including the purchase, remodel, expansion, or construction of facilities.
- b. All officers and employees involved in the debt management process shall refrain from personal business activity that could conflict with, or impair, their ability to make impartial financing decisions.
- c. The City will seek all available federal and state grants or reimbursement for mandated projects and/or programs, prior to issuing debt.
- d. The City will match the terms of long-term debt issued to the estimated useful life of the projects financed.
- e. The City will not issue debt to fund current or ongoing operations.

IV. Responsibilities

- a. **City Council** – City Council shall have final approval of debt issued, the appointment of an independent financial advisor and bond counsel, major changes made to the City's debt policy, and approval of budgets sufficient to meet payment obligations.
- b. **City Manager** – The City Manager shall approve all financing commitments being presented to City Council by the Finance Director and shall approve any minor changes made to the City's debt policy.
- c. **Finance Director** – The Finance Director will coordinate all activities required for the issuance of debt, which includes evaluating the need and available debt capacity, reviewing ordinances and other legal instruments required for the execution of the issuance, and the preparation of the Official Statement in collaboration with the financial advisor.
- d. **Financial Advisor** – The City shall retain an independent financial advisor for guidance regarding the structuring of new debt, financial analysis of various options, the method of sale (competitive vs negotiated), the rating review process, marketing debt issuances, sale and post-sale services, preparation of

- IX. Other Types of Financing** – Other types of financing may be considered at the discretion of the Finance Director, Financial Advisor, and City Manager. This may include low-interest loans from state agencies such as the Texas Water Development Board or Public Improvement District Bonds secured by special tax assessments.
- X. Debt Limits** – The following criteria should be evaluated prior to issuing debt, to ensure the City’s overall debt capacity will not be exceeded:
- a. Economic Variables** – There should be favorable and reliable economic trends for variables such as tax revenue base, assessed property values, employment base, unemployment rates, income levels, retail sales, population trends, tax collection rates, and the City’s financial performance.
 - b. Unreserved Fund Balance** – Levels should be in compliance with the requirements of the City’s financial reserves policy.
 - c. Debt Burden** – Overlapping debt, debt per capita, and debt to taxable property value should be evaluated to understand the burden on the community.
 - d. Market Factors** – Interest rates, market receptivity, and credit rating should be evaluated to understand how these factors could affect costs.
 - e. Ratios** – Other metrics that can be used to evaluate acceptable debt levels include:
 - i. Debt service expenditures as a percentage of total operating expenditures.
 - ii. Debt per capita (total debt divided by population) measures the debt burden placed on the population supporting the debt.
 - iii. Debt per capita to income per capita (debt per capita divided by income per capita) measures the economic health of the populations’ income levels relative to debt.
 - iv. Debt to assets (total debt divided by assets) compares a government’s total debt to the assets at its disposal.
 - v. Debt to revenue (total debt service divided by total revenue) reflects the government’s revenues from which debt will be paid relative to how much debt there is to pay.
 - vi. Current debt service to total revenue (current debt service divided by total revenue) reflects the portion of annual revenue that must be dedicated to debt service.
 - vii. Current debt service to net operating income (current debt service divided by net operating income) reflects a government’s ability to pay its debts from operating revenues after paying for operating expenses.
 - viii. Debt to taxable value (total debt divided by taxable value) measures the debt relative to the property tax base, which generates the tax revenue that support repayment.

XI. Debt Management

a. Disclosures – The City will take all appropriate steps to comply with the federal disclosure rules.

i. SEC Rule 15c2-12: Undertakings by the City require the City to provide updated financial information to the Municipal Securities Rulemaking Board (MSRB) via the Electronic Municipal Market Access (EMMA) no later than 6 months after the fiscal year end or with each bond offering in the preparation of the Official Statement. The City will follow a policy of full and complete disclosure of the financial and legal conditions of the City, in conformance with guidelines issued by the Government Finance Officers Association Disclosure Guideline, and as advised by the City's bond counsel or financial advisor. All City finance and debt-related information which may appear in distributed documents in anticipation of the issuance of debt will be reviewed by the Finance Director prior to distribution to ensure that the information is presented on an accurate and consistent basis.

ii. SEC Rule 15c2-2: Undertakings by the City require material events to be reported within ten business days of occurrence to the Municipal Securities Rulemaking Board (MSRB) via the Electronic Municipal Market Access (EMMA). Examples of events that must be reported include:

- Principal and interest payment delinquencies.
- Nonpayment related defaults, if material.
- Unscheduled draws on debt service reserves reflecting financial difficulties.
- Unscheduled draws on credit enhancements reflecting financial difficulties.
- Substitution of credit or liquidity providers, or their failure to perform.
- Adverse tax opinions or events affecting the tax-exempt status of the security.
- Modifications to the rights of security holders, if material.
- Bond calls, if material.
- Defeasances.
- Release, substitution, or sale of property securing repayment of the securities, if material.
- Rating changes.
- Incurrence of a financial obligation, if material.

b. Investment of Bond Proceeds – The City will actively monitor invested bond

proceeds to ensure maximum returns while prioritizing safety and liquidity, and complying with Federal arbitrage guidelines.

- c. **Arbitrage Compliance** – The City will comply with all arbitrage rebate requirements of the federal tax code and Internal Revenue Service regulations and will perform (internally or by contract consultants) arbitrage rebate calculations for each issue subject to rebate on an annual basis. All necessary rebates will be filed and paid when due.

XII. Bond Ratings – The City will seek to achieve and maintain the highest bond rating with national rating agencies to minimize borrowing costs and preserve funding capability. When necessary, a meeting with representatives of the rating agencies will be scheduled to discuss economical and/or financial developments which might impact credit ratings. The following documents may be required for the rating agencies:

- a. Recent annual audit reports, including a description of accounting practices. Accounting changes in the past three years and the impact on financial results should be explained.
- b. Current budget.
- c. Current capital improvement program/plan.
- d. Description of projects being financed.
- e. Five year estimated revenues and expenditures
- f. Official Statements for new financing.
- g. Sources and Uses Statement for project being financed. If additional funds are required to complete the project, the source of the funds and any conditional requirements will be discussed.
- h. Engineering and feasibility report (if applicable).
- i. Zoning or land-use map (if applicable).
- j. Cash flow statement, in the case of interim borrowing. Statement of long – and short-term debt with annual and monthly maturity dates as appropriate. Also, a report on any lease obligations, their nature and terms.
- k. Investment Policy (if applicable).
- l. Statement concerning the remaining borrowing capacity plus tax rate and levy capacity or other revenue capacity.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on entering into a Professional Services Agreement (Contract No. 2024-0102) with Plummer Associates, Inc. for utility engineering in the amount of \$689,619, and authorize the Interim City Manager to execute the same.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@denisontx.gov

903-647-3335

Summary

- A portion of the engineered plans for the Northwest Denison Development (NWDD) utility expansion had to be redrawn to allow for a re-route of the lines.
- Easement acquisition and the relocation of the lift station site were factors in the reroute being explored.
- This contract will cover the additional engineering and design work necessitated by the reroute.

Staff Recommendation

Staff recommends approval the item.

Recommended Motion

“I move to approve the Professional Services Agreement (Contract No. 2024-0102) with Plummer Associates, Inc. for utility engineering in the amount of \$689,619, and authorize the Interim City Manager to execute the same.”

Background Information and Analysis

The City contracted with Plummer Associates for engineering and design of the Northwest Denison Development Utility Extension in 2023. The project extends water and sanitary sewer service to Denison’s northwest quadrant, including Preston Harbor, Eisenhower Ranches, and other developable parcels. The engineered plans for the water transmission and sanitary sewer interceptor were 90% complete when it was determined an alternative route had to be pursued. After some exploration, the new route will expand the connection access and result in lower acquisition costs for the project. The original engineering contract for the NWDD project, approved by the Council on September 5, 2024, is for \$5,774,713 and includes the 24” north waterline, 36” sewer interceptor, sanitary sewer trucking receiving station, the Preston Harbor regional lift station, and dual force mains, in addition to project administration and coordination of the environmental and cultural reports and reviews. This is a new contract for the reroute of the north waterline, sewer interceptor, force mains, and regional lift station for \$689,619. This has been budgeted for in the Utility CIP.

This contract will cover the work already done in developing the reroute and preliminary engineering, in addition to developing 100% construction plans. This includes hydraulic analysis and relocation of the Preston Harbor regional lift station and construction support for the project.

Financial Considerations

The original engineering contract for the NWDD project, approved by the Council on September 5, 2024, for \$5,774,713. This is a new contract for the reroute and hydraulic analysis of the north waterline, sewer interceptor, force mains, and regional lift station for \$689,619. This has been budgeted for in the Utility CIP.

Prior Board or Council Action

The Council approved the contract for design of the NWDD project at their Regular Meeting on September 5, 2023.

Alternatives

The Council may modify or table the item.

PLUMMER ASSOCIATES, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

Project No. 0443-067-02

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, **2024**, by and between the **CITY OF DENISON**, Texas, (hereinafter called "Owner") and the firm of **PLUMMER ASSOCIATES, INC.**, a Texas Corporation with its corporate office at 1320 South University, Suite 300, Fort Worth, Tarrant County, Texas, (hereinafter called "Engineer").

OWNER INFORMATION

Name: _____	City of Denison	Contact: _____	Ronnie Bates
Billing Address: _____	300 W Main St.	Title: _____	Director of Public Works
	Denison, TX 75020	Telephone: _____	(903) 465-2720

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Owner and Engineer agree as follows:

SCOPE OF SERVICE:

Owner requests and authorizes Engineer to perform BASIC ENGINEERING SERVICES as further described in Exhibit A, " **Scope of Services**," and hereinafter called the "Project" as set forth in this Agreement.

GENERAL TERMS AND CONDITIONS:

1. Authorization to Proceed

Execution of this Agreement by the Owner will be authorization for Engineer to proceed with the Project, unless otherwise provided for in this Agreement.

2. Lump Sum Costs

Engineer's Lump Sum Costs, when the basis of compensation, will be the total amount paid by the Owner to the Engineer as identified in Exhibit B.

3. Hourly Rates

Engineer's Hourly Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on Owner's Project by Engineer's employees of the indicated classifications, as identified in Exhibit B. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and

fee, but do not include allowances for Direct Expenses.

4. Direct Expenses

Engineer's "Direct Expenses", when part of the basis of compensation, are those costs incurred on or directly for the Owner's Project, including, but not limited to, necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Engineer.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by Engineer will be on a basis of experience and judgment; but, since it has no control over market conditions or bidding procedures, Engineer cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Termination

This Agreement may be terminated for convenience upon 30 days' written notice by either party with or without cause. On termination, Engineer will be paid for all work performed up to the date of notification. If no notice of termination is given and termination is not for cause, relationships and obligations created by this Agreement, except Articles 8 through 15, will be terminated upon completion of all applicable requirements of this Agreement.

7. Compensation

Owner shall pay Engineer for Basic Services and Additional Services rendered in accordance with the provisions of Exhibit B.

Monthly invoices will be issued by Engineer for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1-1/2 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The Owner will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

8. Insurance

Engineer, as a minimum, shall maintain insurance of a form and in amounts as required by state law, approved by Owner, and as set forth in the attachment "Insurance and as set forth in Exhibit C, "Insurance". Engineer shall provide proof of said insurance requirements by attaching a Certificate of Insurance with the executed Agreement.

9. Independent Consultant

Engineer agrees to perform all services as an independent consultant and not as a subcontractor, agent or employee of the Owner.

10. Engineer's Personnel at the Project Site

The presence or duties of the Engineer's personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to Owner and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors,

subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the Project by those parties in accordance with their contract requirements and any health or safety precautions required by such work. The Engineer and its personnel have no authority to exercise any control over any contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except Engineer's own personnel.

Engineer neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

11. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of the Engineer for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the Owner.

12. Venue

In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Grayson County, Texas, and shall be governed by the laws of the State of Texas.

13. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

14. Interpretation

The limitations of liability and indemnities will apply whether Engineer's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to Engineer's officers, affiliated corporation, employees and subcontractors. The law of the state of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

15. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the Owner and Engineer and has no third party beneficiaries. The Owner will include a provision in each agreement which Owner enters into with any other entity or person that such entity or person shall have no third-party beneficiary rights under this Agreement.

Engineer's services are defined solely by this Agreement, and not by any other contract or Agreement that may be associated with the Project.

16. Indemnity and Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, CONSULTANTS, AND EMPLOYEES FROM REASONABLE CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF ENGINEER'S NEGLIGENT ACT OR OMISSION OF ENGINEER, ITS CONSULTANTS, OR THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, OR EMPLOYEES ON SERVICES PERFORMED UNDER THIS AGREEMENT PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE

PROPERTY (OTHER THAN THE PROJECT ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT IN NO CASE SHALL THE ENGINEER BE REQUIRED TO PAY AN AMOUNT DISPROPORTIONAL TO ENGINEER'S CULPABILITY, OR ANY SHARE OF ANY AMOUNT LEVIED TO RECOGNIZE MORE THAN ACTUAL ECONOMIC DAMAGES.

ENGINEER WILL STRIVE TO PERFORM SERVICES UNDER THIS AGREEMENT IN A MANNER CONSISTENT WITH THAT LEVEL OF CARE AND SKILL ORDINARILY EXERCISED BY MEMBERS OF THE PROFESSION CURRENTLY PRACTICING SIMILAR WORK IN THE SAME LOCALITY UNDER SIMILAR CONDITIONS DURING THE SAME TIME. ENGINEER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH ANY SERVICES PERFORMED OR FURNISHED BY ENGINEER. ENGINEER'S SERVICES SHALL BE GOVERNED BY THE NEGLIGENCE STANDARD FOR PROFESSIONAL SERVICES, MEASURED AS OF THE TIME THOSE SERVICES ARE PERFORMED.

THE OWNER'S REVIEW, APPROVAL, OR ACCEPTANCE OF, OR PAYMENT FOR, ANY OF THESE SERVICES SHALL NOT BE CONSTRUED TO OPERATE AS A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT OR OF ANY CAUSE OF ACTION ARISING OUT OF THE PERFORMANCES OF THIS AGREEMENT, AND THE ENGINEER SHALL BE AND REMAIN LIABLE IN ACCORDANCE WITH APPLICABLE LAW FOR ALL DAMAGES TO THE OWNER CAUSED BY ENGINEER'S OMISSIONS OR NEGLIGENT PERFORMANCE OF ANY OF THE SERVICES FURNISHED UNDER THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ENGINEER'S LIABILITY FOR OWNER DAMAGES FOR ANY CAUSE OR COMBINATION OF CAUSES WILL, IN THE AGGREGATE, NOT EXCEED THE LIMITS OF THE ENGINEER'S PROFESSIONAL LIABILITY INSURANCE COVERAGE.

AS USED HEREIN, ENGINEER INCLUDES THE CORPORATION, SUBCONTRACTORS, AND ANY OF ITS OR THEIR OFFICERS, OR EMPLOYEES.

AS BETWEEN THE OWNER AND THE ENGINEER, ANY CONTRACT CLAIM MUST BE BROUGHT WITHIN FOUR YEARS FROM THE DAY FOLLOWING THE ACT OR OMISSION GIVING RISE TO THE BREACH OF CONTRACT CLAIM.

17. Documents and Notices

Contract documents, reports, plans, specifications, memorandums, or other delivered documents (furthermore known as Documents), in printed paper format (also known as hard copies) prepared or furnished by Engineer, pursuant to this Agreement are instruments of service but shall become the property of the Owner subject to Engineer's receipt of full payment for all services relating to preparation of the Documents. Engineer shall have the right to retain copies of Documents for information and reference. Signed and sealed printed form documents and plans shall be deemed superior and shall govern over same electronic format documents.

Contracted notices required by this Agreement shall be made in writing and shall be delivered by:

- a. person;
- b. overnight courier with written verification of receipt;
- c. electronic communication; or
- d. certified mail, return receipt requested.

18. Assignment

Neither Party will assign all or any part of this Agreement without prior written consent of the other party.

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Insurance

By execution of this Agreement, Owner authorizes Engineer to provide Basic Services for the Project in accordance with Exhibit A, "Scope of Services." Services covered by this Agreement will be performed in accordance with the Provisions attached to this form and any other attachments or schedules. This Agreement supersedes all prior Agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Owner:

Plummer Associates, Inc.:

By _____

By Alan R. Zuck

Title _____

Title Principal

Date _____

Date 8/5/2024

Exhibit A

Scope of Services

BACKGROUND

The City of Denison (City or Owner) has requested an alignment change to the waterline and wastewater line that is part of the Northwest Denison Development Improvements (NWDD). The City has requested Plummer Associates, Inc. (Engineer) to evaluate an alternate route that will transition the waterline from private easement to highway right-of-way (ROW) and transition the wastewater line from the City-owned property at HWY 84 and Kelsoe Road to a location on the southern end of the property owned by Eisenhower Ranches, then utilizing highway ROW. The proposed alignment will move the wastewater interceptor that was originally designed to generally follow an alignment along HWY 84. The new route will consider an alignment along Kelsoe Road to FM 406, then turning east to HWY 84. From HWY 84 continuing east near Eisenhower Rd., crossing on the southern end of the property owned by Eisenhower Ranches and connecting to the original alignment on City-owned property.

BASIC SERVICES

Basic Services provided by the Engineer shall generally be covered under the following tasks:

1. Project Management, Meetings, and Site Visits.
2. Work with City staff to evaluate up to two alignment options.
3. Conduct hydraulic analysis to determine new operating conditions for the Preston Harbor Lift Station.
4. Preliminary design and final design of the section of the wastewater system and a section of the 24-inch diameter waterline.
5. CMAR Support Services
6. Construction Administration Services

Certain assumptions are made in preparing this scope of services. To the extent possible, these assumptions are stated herein and are reflected in the budget for services. If the work tasks required are different from the assumptions presented or if the Owner desires additional services, the resultant change in scope will serve as the basis for modifying this Agreement.

1. Project Management, Meetings, and Site Visits

1.1. Project Management

1.1.1. Provide project management for the project. Project management shall include developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget, and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the Owner on a regular basis.

1.1.1.1. The Engineer shall coordinate efforts on project tasks identified above.

1.1.1.2. The Engineer shall conduct internal team coordination meetings as required to accomplish the work described.

1.1.1.3. The Engineer shall provide biweekly status updates to the Owner describing work tasks completed, issues, budget status and schedule.

1.1.1.4. The Engineer shall prepare a common monthly invoice.

1.2. Meetings and Site Visits

1.2.1. Kickoff/Workshop Meetings: Prepare for and attend a kickoff/workshop meeting with the Owner for each of the system improvements identified above. The following items will be discussed at each kickoff meeting:

- 1.2.1.1. Review the scope of work, discuss the work plan, verify the Owner's requirements for the project, review the schedule for the project. Review project deliverables, workshops, and meetings.
 - 1.2.1.2. A request for information to be obtained from the Owner will be prepared and presented to the Owner prior to the Project kickoff meetings.
 - 1.2.1.3. Based on discussions during the kickoff meetings, the proposed Project approach will be refined, if necessary.
 - 1.2.1.4. The Engineer will coordinate with City Staff to identify water and wastewater pipeline route options to be evaluated following the kickoff meeting.
 - 1.2.1.5. The Engineer will provide monthly updates on the progress of the preliminary design.
 - 1.2.1.6. Meet with CMAR as needed to review design options and obtain their input.
 - 1.2.1.7. As directed by the Owner, prepare for, and attend meetings with the Preston Harbor Development group to provide updates on progress of the design and construction of the system improvements identified above.
- 1.2.2. Quality Control (QC) Review: Conduct internal QC review meetings utilizing senior staff members, one for each of the client deliverables.

2. Work with City staff to evaluate up to two alignment options

- 2.1. Utilizing available lidar survey data, provide up to two alignment options to help evaluate the extent to which a gravity interceptor is feasible to be constructed and where the dual force mains from the Preston Harbor Lift Station will terminate plus the reroute for the 24-diameter waterline.
- 2.2. Develop preliminary opinion of probable construction costs (OPCC) for each alignment option.
- 2.3. Compile the alignment options data in a Technical Memorandum (TM) and present an electronic set marked "DRAFT" for the City's review.
- 2.4. Prepare for and conduct a meeting with the City to review the DRAFT TM and receive any comments.
- 2.5. Update the TM after receiving City comments and submit the FINAL TM to the City.
- 2.6. Advance the Preliminary Design to 60% and 90% Detail Design

3. Conduct hydraulic analysis to determine new operating conditions for the Preston Harbor Lift Station

- 3.1. Update the hydraulic model to reflect the changed operating conditions of the new force main alignment.
- 3.2. Present the new operating conditions to the City for review and comments.
- 3.3. The updated hydraulic model operating conditions for the Preston Harbor Lift Station will be included in the FINAL TM noted above.

4. Preliminary design and final design of the section of the wastewater system and a section of the 24-inch diameter waterline.

- 4.1. Perform design calculations as needed for the development of 30% and 90% plans. Present 30% and 90% draft plans to the Owner for review accompanied by required specifications and an OPCC as described below. The Engineer will submit plans and specifications to inhouse quality control team for review and comment prior to submitting information to the Owner. The construction plans at a minimum shall include:
 - 4.1.1. Plan sheets showing the following: proposed pipeline plan/profile, recommended pipe sizes, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property Ownership shall be provided in plan view. Plans will reflect actual conditions to a distance of at least 50 feet on either side of the proposed pipeline.
 - 4.1.2. At 90% prepare specifications to fully describe the intended work and convey the intent of the design.
 - 4.1.3. The Engineer shall prepare design standards and special detail sheets for the interceptor.
 - 4.1.4. Design shall include manhole locations to meet City standards.
 - 4.1.5. The Engineer will consult with the Owner, public utilities, private utilities, TxDOT, the county and other facilities that have an impact or influence on the project.
 - 4.1.6. Design will include road bores at TxDOT highway crossings and open trench design at City and County roads crossings.
 - 4.1.7. The design will include details when crossing electrical, gas and communication utility lines.
- 4.2. Submit the sets of 30% and 90% review documents marked "DRAFT" to the Owner when scheduled.
- 4.3. Meet with the Owner approximately 7 days following delivery of review documents to collect comments. Engineer will provide a written response to Owner comments and will modify documents incorporating required changes.
- 4.4. At 90%, the OPCC will be updated in coordination with the CMAR.
- 4.5. After completion of the 90% quality control review meeting, the Engineer shall advance the design to 100% completion.
- 4.6. Engineer shall coordinate with the Owner to compile the material to be submitted to TxDOT and the County for road permit applications for road and highway crossings and entrances.
- 4.7. Engineer will assist the Owner completing and submitting required franchise utility encroachment agreements.
- 4.8. Final Sealed Plans, will be provided by the Engineer after sealing the contract document sets: Four (4) sets of half size (11-in x 17-in) plans, four (4) specification books, electronic (PDF) files of plans and specifications.
- 4.9. Engineer shall submit required notification to the TCEQ. When requested, the Engineer shall provide plans and specifications to the TCEQ for review.

5. CMAR Support Services

- 5.1. Prepare a Notice of Award for the Owner to issue to the CMAR upon award of the Contract by the Owner with instructions of execution of the Contract Documents.

- 5.2. Cost Estimating Coordination: Engineer shall coordinate with CMAR on the 30-percent and 90-percent cost estimates and review the detailed estimates and vendor packages to develop Guaranteed Maximum Price(s) (GMP).
- 5.3. Assist the CMAR in obtaining proposals for the Vendor Quote Packages. Respond to requests for information and vendor questions.
- 5.4. Perform proposal reviews for conformance to the specifications and contract documents.
- 5.5. Prepare proposal review summary and selection recommendation for each Vendor Quote Package proposal.
- 5.6. Support CMAR to resolve vendor exceptions and clarifications and Terms & Conditions noted in proposals.
- 5.7. Value Engineering Reviews and CMAR Schedule Coordination: Engineer will participate with CMAR to discuss project schedules, and value engineering concepts and OPCCs and monthly meetings through the final design. Engineer will participate in value engineering concept meetings.
- 5.8. The Engineer, in coordination with CMAR shall prepare conformed specifications and drawings based upon the addenda and clarifications issued after 90-percent documents. Those documents will include up-to three (3) half-size sets and one (1) electronic copy of conformed construction plans, three (3) hard copy sets and one (1) electronic copy of executed and conformed construction specifications, and one (1) full-size set and one (1) electronic copy of conformed construction plans.
- 5.9. The Engineer will furnish three (3) hard copy sets and one (1) electronic copy of final plans and specifications to the Owner.

6 Construction Administration Services

- 6.1 Engineer will attend and assist the Owner and CMAR in conducting one (1) preconstruction meeting for each of the reroute of the 24-inch diameter waterline, interceptor, and force mains.
- 6.2 Make an average of one visit each month to each site during construction beginning with the date of execution of a construction contract by the Owner to observe the progress and the quality of work and attend a construction progress meeting. The Engineer shall become familiar with the progress and quality of the work completed and will determine in general if the work when completed will be in accordance with the contract documents. In addition, on the basis of on-site observations as an Engineer, the Engineer shall exercise reasonable care and due diligence in discovering and promptly reporting to the Owner any defects or deficiencies in the work of Contractor or any subcontractor. The Owner's approval, acceptance, use of, or payment for all or any part of the Engineer's services hereunder or the Project itself shall in no way alter the Engineer's obligations or the Owner's rights hereunder.
- 6.3 Meet and review construction progress with Owner inspectors, or 3rd Party Inspection personnel under contract with the Owner, during the monthly site visits.
- 6.4 Exhaustive or continuous on-site inspections by the Engineer to check quality or quantity of the work or material shall be considered a Special Service.
- 6.5 Provide Engineering surveys in AutoCAD format to establish benchmarks and reference points for construction, one time only. Construction staking shall be considered an ADDITIONAL SERVICE.
- 6.6 Conducting, with the Owner's representative, a final inspection of the Project for conformance with the design concept of the Project and general compliance with the contract documents.

- 6.7 General Contract Administration, Submittal Review and Record Drawing Preparation
- 6.8 For each of the 5 elements of the project, review, evaluate and prepare routine change orders or proposed contract modifications typical for the scope and size of the improvements included. Review up to four (4) Contract Modification Requests/Proposed Contract Modifications (CMR/PCM). Prepare up to two (2) Change Orders (CO) and up to four (4) Field Orders (FO) for execution by the Owner. Additional authorized CMR/PCM review or CO/FO preparation in excess of the specified number will be considered an ADDITIONAL SERVICE.
- 6.9 Review and answer request-for-information (RFI) typical for the scope and size of the improvements included. It is anticipated that the Engineer will review and respond to up to a total of ten (10) RFIs. Review of authorized RFIs in excess of the specified number will be considered an ADDITIONAL SERVICE.
- 6.10 Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents. It is anticipated that the Engineer will review and respond to up to a total of thirty (30) shop drawing submittals. Documents received and filed as record data (not reviewed by the Engineer) are not considered shop drawing submittals. Additional authorized shop drawing submittals will be considered an ADDITIONAL SERVICE.
- 6.11 Review and comment on the certificate of completion and the recommendation for monthly progress payments to the Contractor. Verification of quantities and completion of work shall be the responsibility of assigned Owner or 3rd Party Resident Representative Staff. Such verifications shall take place in advance of the Engineer's review.
- 6.12 Review and comment on the certificate of completion and the recommendation for final payment to the Contractor following final inspection of the completed Project.
- 6.13 Revise contract drawings with reference to the Contract Document required "red line" notations and the assistance of assigned Owner or 3rd Party Resident Representative Staff. Revised drawings shall reflect available information as to how the work was constructed. Furnish a set of the revised drawings to the Owner.

Owner Provided Services - Topographic Survey

Topographic Survey of the reroute will be provided by the Owner and shall generally include horizontal and vertical surface features; edge of roadways, edge of ponds, trees 6-inches in diameter and larger, and drainage features; validation of record drawing dimensions if applicable, and more specially meet the following survey scope of work:

1. Prior to commencing any topographic fieldwork, surveyor will coordinate with, collect and review available public and private utility records within the project limits. The surveyor will submit a utility locate request for the project limits to Texas 811.
2. City Owned Utilities shall be located and tied together accordingly (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons, and all other appurtenances. Survey shall denote size, material type, and flow direction as applicable. Accessible utility manholes/vaults shall be detailed identifying: structure size, material type, rim elevations, measure downs and corresponding flow line and top of pipe elevations for visible pipe wall penetrations. Upstream and downstream sanitary and storm sewer rim and invert data shall be included.

3. Right-of-Way (ROW) and Property Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable.
4. Survey will horizontally and vertically pick up surface features; drainage features; building locations; fences/retaining walls; trees and/or tree lines; roadways; railways; and city, county and franchise utilities (as provided by Texas 811 utility locate request) within the project area.
5. Fences and retaining walls surveyed shall include location, height, and material type for fences located in the project limits.
6. The survey of trees shall include caliper size trunks approximately 6-in and larger. Based on the judgement of the Engineer the edge (tree line) of groups of trees or shrubs may be substituted for the survey of all trees within heavily wooded areas. In such areas the ENGINEER shall survey trees that exceed 12-in caliper size. Identification of tree species beyond that provided under Basic Services shall be provided as an Additional Service.
7. Methods and precision. Survey coordinates will be reported on the Texas State Plane Coordinate System, NAD83 (+/- 0.01 feet) with vertical coordinates reported in the NAVD 88 Vertical System (+/- 0.01 feet). Horizontal and vertical control will be set using post-processed GPS static methods. Data will be collected using RTK GPS and robotic total stations for the majority of the survey.

Geotechnical Investigation

Geotechnical investigation of the reroute will be provided by the Owner and shall generally include up to four soil borings and more specially meet the following scope of work:

Geotechnical investigation will occur at the locations identified by the Engineer and approved by the Owner. Soil borings will be advanced based on surface conditions, pre-existing geotechnical data and other factors. Samples will be acquired and laboratory tests will be conducted to provide engineering data necessary for the design. Laboratory tests for each sample collected are anticipated to include:

- Dry, saturated, buoyant and total unit weight
- Cohesion
- Particle size and gradation
- Atterburg's limits
- Unified Soil Classification
- Internal soil friction angle
- Void ratio
- Elastic modulus
- Resistivity
- pH
- oxidation-reduction potential
- sulfides
- moisture content

Deliverables

- Certified Laboratory Report Copies
- Draft Geotechnical Report
- Final Geotechnical Report

7 Special Services

Special Services incidental to the Project, but not included within the scope of Basic Services covered above, which may be performed or arranged for separately by the Owner, or may be added to the Engineer's responsibilities by mutual agreement and written authorization.

7.1 Subsurface Utility Engineering (SUE)

CMAR will provide SUE associated with the reroute, if needed.

8. Additional Services

8.1. Additional Services are those services not included in General Services that may be required for the Project, but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following:

- 8.1.1. Design of other improvements not identified in Basic Services.
- 8.1.2. Additional meetings or site visits other than those listed in Basic Services.
- 8.1.3. Environmental 404/USACE Permitting Support
- 8.1.4. Cultural Resources Activities
- 8.1.5. Development of detailed drawings and specifications for removal and replacement of the fine bubble diffusers in the aeration basins.
- 8.1.6. Surveying, including, but not limited to topographic surveying.
- 8.1.7. Population or flow projections.
- 8.1.8. Other services beyond those included in Basic Services that are approved by the Owner.
- 8.1.9. Providing additional hard copies of technical memorandums, reports, plans, specifications, OPCCs, and contract documents beyond those specifically described in Basic and Special Services.
- 8.1.10. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation, review, or payment of fees for environmental assessments and impact statements, storm water discharge permits, 404 permit applications, or any other type of permit; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 8.1.11. Services to investigate existing conditions of facilities (in addition to those furnished under Basic Services), make measured drawings of, or to verify the accuracy of drawings or other information furnished by Owner or others.
- 8.1.12. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

- 8.1.13. Modifications to the design of improvements previously approved by the Owner by acceptance without comment on conceptual or detailed design progress submittals.
- 8.1.14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 8.1.15. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof or other services attributable to more than one prime construction contract.
- 8.1.16. Providing renderings or models for Owner's use.
- 8.1.17. Preparation of operation and maintenance manuals if not already in the scope of services.
- 8.1.18. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required.
- 8.1.19. Services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the construction contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project; evaluation and determination of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract, above the number specified under Basic Services.
- 8.1.20. Services requiring out-of-town travel of Engineer other than for visits to the Site or Owner's office.
- 8.1.21. Providing construction surveys and staking to enable Contractor to perform its work.
- 8.1.22. Property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 8.1.23. Processing additional shop drawings, operation and maintenance manuals, requests for information, payment requests/applications, or contract modifications above the numbers specified under Basic Services.
- 8.1.24. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 8.1.25. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- 8.1.26. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
- 8.1.27. Easement acquisition assistance or aid in acquiring property in fee, including in-house labor by the Engineer, subconsultant services or property appraisals.
- 8.1.28. Corrosion studies.
- 8.1.29. Sanitary sewer odor studies.

- 8.1.30. Archeological investigations.
- 8.1.31. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 8.1.32. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 8.1.33. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided in Basic or Special Services.
- 8.1.34. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- 8.1.35. Public relation activities.
- 8.1.36. Services known to be required for completion of the Project that the Owner agrees are to be furnished by the Engineer or by a subconsultant that cannot be defined sufficiently at this time to establish the maximum compensation.
- 8.1.37. Services in connection with work change directives and change orders to reflect changes requested by Owner.

9. SCHEDULE*

The project milestones include the following:

- Reroute of the 24-inch diameter Waterline
 - 30% Design – September 2024 (30 days after receiving survey)
 - 90% Design – November 2024
 - 100% Design – December 2024
- Reroute of the Interceptor
 - 30% Design – October 2024 (60 days after receiving survey)
 - 90% Design – December 2024
 - 100% Design – January 2025
- Reroute of the Dual Force Mains
 - 30% Design – October 2024 (60 days after receiving survey)
 - 90% Design – December 2024
 - 100% Design – January 2025

*Schedule is contingent to receiving a work agreement and receiving survey, geotechnical report and SUE in a timely manner. The design of the dual force mains is also contingent in receiving an approved alignment across the Preston Harbor Development Property.

Exhibit B Compensation

1. Basic Services of Engineer

Owner shall pay Engineer for Basic Services of Engineer rendered for "Scope of Services" as provided in this agreement. Fees shall be paid per Article 7 of the General Terms and Conditions.

Compensation for the following Services actually completed shall be paid as shown below:

Activity	Task Description	Fee Ceiling	Payment Terms
BASIC SERVICES			Lump Sum
Activity A - E	Basic Services A - E	\$689,619	
SUBTOTAL BASIC SERVICES		\$689,619	
SPECIAL SERVICES ALLOWANCE		\$0	
ADDITIONAL SERVICES ALLOWANCE		\$0	
TOTAL FEE NOT-TO-EXCEED		\$689,619	

Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates attached hereto as Table B -1 Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Basic Services of Engineer, shall be paid at invoice or internal office cost plus a **fifteen percent (15%)** service charge. Subcontract expenses shall be paid at direct cost plus a **ten percent (10%)** service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

2. Additional Services of Engineer

Owner shall pay Engineer for Additional Services of Engineer rendered for "Scope of Services" as provided in this agreement. Fees shall be paid per Article 7 of the General Terms and Conditions.

Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates attached hereto as Table B -1 Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a **fifteen percent (15%)** service charge. Subcontract expenses shall be paid at direct cost plus a **ten percent (10%)** service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

3. Definitions

Direct Labor Cost: Salaries and wages paid to Engineer's personnel engaged directly on the Project, but do not include indirect costs, insurance costs, fringe benefits, overhead or profit. Direct Labor Cost is subject to annual calendar year adjustments.

Hourly Labor Rates: Direct Labor Cost plus a percentage applied to all such wages or salaries to cover payroll taxes, insurance premiums, benefits and all other overhead or profit.

Direct Expenses: All expenses incurred directly by the Engineer. These may include transportation costs, travel, meals, lodging, laboratory testing and analyses, telecommunication, computer services, document reproduction and processing, all direct expenses associated with outside consultants, and any other direct expense incurred by the Engineer.

**TABLE B-1
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2024**

Staff Description	2024 Rate
Staff Admin	\$100.00
Senior Admin	\$115.00
Staff CAD	\$120.00
Senior CAD	\$145.00
CAD Manager	\$165.00
Staff CM	\$135.00
Project CM	\$165.00
Senior CM	\$220.00
Principal CM	\$300.00
Staff RPR	\$115.00
Senior RPR	\$160.00
Staff Geospatial	\$105.00
Senior Geospatial	\$130.00
Geospatial Manager	\$160.00
Intern	\$80.00
Staff Engineer/Scientist	\$140.00
Project Engineer/Scientist	\$180.00
Project Manager	\$250.00
Subject Matter Expert/ Senior Project Manager	\$305.00
Principal	\$340.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses

A technology charge will be billed at \$5 per labor hour.

Exhibit C

Insurance

Engineer shall maintain the following minimum insurance for the duration of the Project:

I. Workers Compensation and Employer’s Liability:

Workers Compensation:	Statutory Limits
Employer’s Liability:	
Bodily Injury by Accident	\$ 1,000,000 Each Accident
Bodily Injury by Disease	\$ 1,000,000 Each Employee
Bodily Injury by Disease	\$ 1,000,000 Policy Limit
Required Endorsements:	
Notice of Cancellation – as required by Section 6 below.	
Waiver of Subrogation – as required by Section 7 below.	

II. General Liability; Products - Completed Operations Coverage and Contractual Liability:

General Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Personal and Advertising Injury:	\$ 1,000,000
Products – Comp/Op Aggregate:	\$ 2,000,000

Required Endorsements:

Additional Insured: Additional insured status shall be provided in favor of the Owner Parties on ISO forms CG 20 10, CG 2026 or an equivalent approved by the Owner

Primary and Non-Contributing Liability: It is the intent of the parties to this Contract that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner Parties, with Owner Parties’ insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.

Notice of Cancellation – as required by Section 6 below.

Waiver of Subrogation – as required by Section 7 below.

III. Umbrella Liability:

Umbrella Each Occurrence:	\$ 4,000,000
Umbrella Aggregate:	\$ 4,000,000

Required Endorsements:

Notice of Cancellation – as required by Section 6 below.

Waiver of Subrogation – as required by Section 7 below.

IV. Automobile Liability: Owned, Hired, and Non-Owned Vehicles:

Combined Single Limit: \$ 1,000,000 Each Accident

Required Endorsements:

Notice of Cancellation – as required by Section 6 below.

Waiver of Subrogation – as required by Section 7 below.

V. Professional Liability:

Professional Liability Limit: \$ 2,000,000 Per Claim/Annual Aggregate

VI. Notice of Cancellation or Reduction by Endorsement in Coverage:

In the event of cancellation or reduction by endorsement in coverage or a non-renewal affecting the Owner, thirty (30) days prior written notice shall be given to the certificate holder.

VII. Waiver of Subrogation:

Engineer hereby agrees to waive its rights of recovery from Owner with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of the Owner on all insurance coverage carried by the Engineer, whether required or not (except Engineer's professional liability insurance).

VIII. Evidence of Insurance:

Certificates of Insurance shall be attached hereto.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the reappointment of Robert Crawley and Forrest Pool, and the appointment of Aaron Thomas and Joshua Massey as new members, to the Tax Increment Reinvestment Zone No. 5 Board of Directors, each to serve a two-year term, and the appointment of Robert Crawley to serve as Board Chair for a one-year term.

Staff Contact

Christine Wallentine, City Clerk/Assistant to the City Manager
cwallentine@enison.tx.gov
(903) 465-2720, Ext. 2437

Summary

- The Tax Increment Reinvestment Zone No. 5 (TIRZ No. 5) was created on December 7, 2020, by Ordinance No. 5092 of the Denison City Council.
- The TIRZ No. 5 Board consists of five members. Four members are appointed by the City Council of the City of Denison, including one member from a developer within the TIRZ No. 5 boundaries, and one member is appointed by the Grayson County Commissioners Court.
- The function of the TIRZ No. 5 Board is to make recommendations to the City Council concerning the administration of the Zone.
- Robert Crawley and Forrest Pool are all eligible and willing to serve another two-year term. Aaron Thomas and Joshua Massey are also eligible and willing to serve as new members each for a two-year term.

Staff Recommendation

Staff recommends the reappointments and appointments as presented.

Recommended Motion

“I move to approve the reappointment of Robert Crawley and Forrest Pool, and the appointment of Aaron Thomas and Joshua Massey as new members, to the Tax Increment Reinvestment Zone No. 5 Board of Directors, each to serve a two-year term, and the appointment of Robert Crawley to serve as Board Chair for one-year term.”

Background Information and Analysis

The Tax Increment Reinvestment Zone No. 5 (TIRZ No. 5) was created on December 7, 2020, by Ordinance No. 5092 of the Denison City Council. The TIRZ No. 5 Board consists of five members. Four members are appointed by the City Council of the City of Denison, including one member from a developer within the TIRZ No. 5 boundaries, and one member is appointed by the Grayson County Commissioners Court. The Commissioner’s Court has appointed Judge Bruce Dawsey to the Board. The Chair is also appointed annually by the City Council and other officers, such as a Vice Chair, are elected from the members of the Board.

The function of the TIRZ No. 5 Board is to make recommendations to the City Council concerning the administration of the Zone. It shall prepare and adopt a project plan and reinvestment zone financing

plan for the Zone and must submit such plans to the City Council for its approval. The Board shall possess all powers necessary to prepare, implement and monitor such project plan and financing plan for the reinvestment zone as the City Council considers advisable, including the submission of an annual report of the status of the Zone.

Terms of office are two years, with no more than three consecutive terms. Robert Crawley and Forrest Pool are all eligible and willing to serve another two-year term. Aaron Thomas and Joshua Massey are also eligible and willing to serve as new members each for a two-year term.

Financial Considerations

None.

Prior Board or Council Action

The Board Members above were original TIRZ No. 5 Board members per Resolution No. 4039 adopted on January 4, 2021, by the City Council. Reappointments and appointments were then made in March of 2023.

Alternatives

The City Council may table or deny this agenda item.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the reappointment of Robert Crawley and Amber Holley, and the appointment of Michael Courtright and Spence Redwine as new members to the Tax Increment Reinvestment Zone No. 4 Board of Directors, each to serve a two-year term, and the appointment of Robert Crawley to serve as Board Chair for a one-year term.

Staff Contact

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

Summary

- The Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4) was created on December 7, 2020, by Ordinance No. 5091 of the Denison City Council.
- The TIRZ No. 4 Board consists of five members. Four members are appointed by the City Council of the City of Denison, including one member from a developer within the TIRZ No. 4 boundaries, and one member is appointed by the Grayson County Commissioners Court.
- The function of the TIRZ No. 4 Board is to make recommendations to the City Council concerning the administration of the Zone.
- Robert Crawley and Amber Holley are all eligible and willing to serve another two-year term. Michael Courtright and Spence Redwine are willing and eligible to serve as new members, each for a two-year term.

Staff Recommendation

Staff recommends the reappointments and appointments as presented.

Recommended Motion

“I move to reappoint Robert Crawley and Amber Holley, and to appoint Michael Courtright and Spence Redwine as new members to the Tax Increment Reinvestment Zone No. 4 Board of Directors, each to serve a two-year term, and the appointment of Robert Crawley to serve as Board Chair for one-year term.”

Background Information and Analysis

The Tax Increment Reinvestment Zone No. 4 (TIRZ No. 4) was created on December 7, 2020, by Ordinance No. 5091 of the Denison City Council. The TIRZ No. 4 Board consists of five members. Four members are appointed by the City Council of the City of Denison, including one member from a developer within the TIRZ No. 4 boundaries, and one member is appointed by the Grayson County Commissioners Court. The Commissioner’s Court has appointed Commissioner Matt Hardenburg to the Board. The Chair is also appointed annually by the City Council and other officers, such as a Vice Chair, are elected from the members of the Board.

The function of the TIRZ No. 4 Board is to make recommendations to the City Council concerning the administration of the Zone. It shall prepare and adopt a project plan and reinvestment zone financing

plan for the Zone and must submit such plans to the City Council for its approval. The Board shall possess all powers necessary to prepare, implement and monitor such project plan and financing plan for the reinvestment zone as the City Council considers advisable, including the submission of an annual report of the status of the Zone.

Terms of office are two years, with no more than three consecutive terms. Robert Crawley and Amber Holley are all eligible and willing to serve another two-year term. Michael Courtright and Spence Redwine are eligible and willing to serve a two-year term as new members.

Financial Considerations

None.

Prior Board or Council Action

The Board Members above were original TIRZ No. 4 Board members per Resolution No. 4038 adopted on January 4, 2021, by the City Council. Reappointments were made in March of 2023.

Alternatives

The City Council may table or deny this agenda item.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance approving a Conditional Use Permit (CUP) for property legally described as being, Block 1, Lot 2, of the Breezy Hill Addition, an addition to the City of Denison, Grayson County, being commonly known as 4000 Texoma Parkway, GCAD Property No. 449837, located within the Commercial (C) District for the operation of an Office Warehouse. (Case No. 2024-12CUP).

Staff Contact

Dianne York, Planning Manager
dyork@denisontx.gov
903-465-2720

Summary

- The applicant is requesting a Conditional Use Permit (CUP) in order to operate an Office Warehouse for online sales of racing simulation parts.
- Property is located at 4000 Texoma Parkway and is zoned Commercial (C).
- A new structure is currently being constructed at the site.

Staff Recommendation

Staff recommends approval of the Conditional Use Permit.

Recommended Motion

"I move to approve an Ordinance for a Conditional Use Permit to allow for the use of an Office Warehouse for property located at 4000 Texoma Parkway."

Background Information and Analysis

The applicant K2 Partner Investments 6, LLC, is seeking approval of a Conditional Use Permit (CUP) to allow for the operation of an Office Warehouse. The operations will consist of the storage of racing simulation parts in addition to other gaming items for online sales. No production will take place on site.

The applicant is proposing the hours of operation be from 9:00 a.m.-3:00 p.m., Monday through Friday. The applicant states that the operations will consist of two employees and no walk-in customer traffic. Additionally, it is anticipated by the applicant that early operations will consist of weekly deliveries by way of box-trucks.

Per the Future Land Use Map, the subject property is to be developed in a "Mixed Commercial" manner. A new building is currently under construction at 4000 Texoma Parkway. Prior to obtaining a Certificate of Occupancy (CO), the site must receive all construction finals. This will include the installation of required landscaping. The use of Office Warehouse is consistent with the designation of "Mixed Commercial".

The subject property is adjacent to Texoma Parkway (SH 91), and the parking lot is being constructed to provide adequate vehicular circulation. Staff does not anticipate any adverse traffic effects.

City staff has reviewed each Conditional Use Permit Criteria outlined within the City Ordinance and listed below, before reaching its recommendation for approval.

Conditional Use Permit Criteria for Approval:

1. *The proposed use at the specified location is consistent with the policies embodied in the adopted comprehensive plan;*

This location and use are compatible with the Comprehensive Plan.

2. *The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;*

The proposed Conditional Use Permit use is compatible with uses found in Commercial zoning districts.

3. *The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhood and includes improvements either on site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;*

The proposed use is compatible with the integrity of nearby existing developments.

4. *The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.*

N/A

5. *The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;*

No additional traffic mitigation or traffic control for the surrounding area is required.

6. *The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties; and*

N/A

7. *The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.*

No variance is applied or needed.

Financial Considerations

N/A

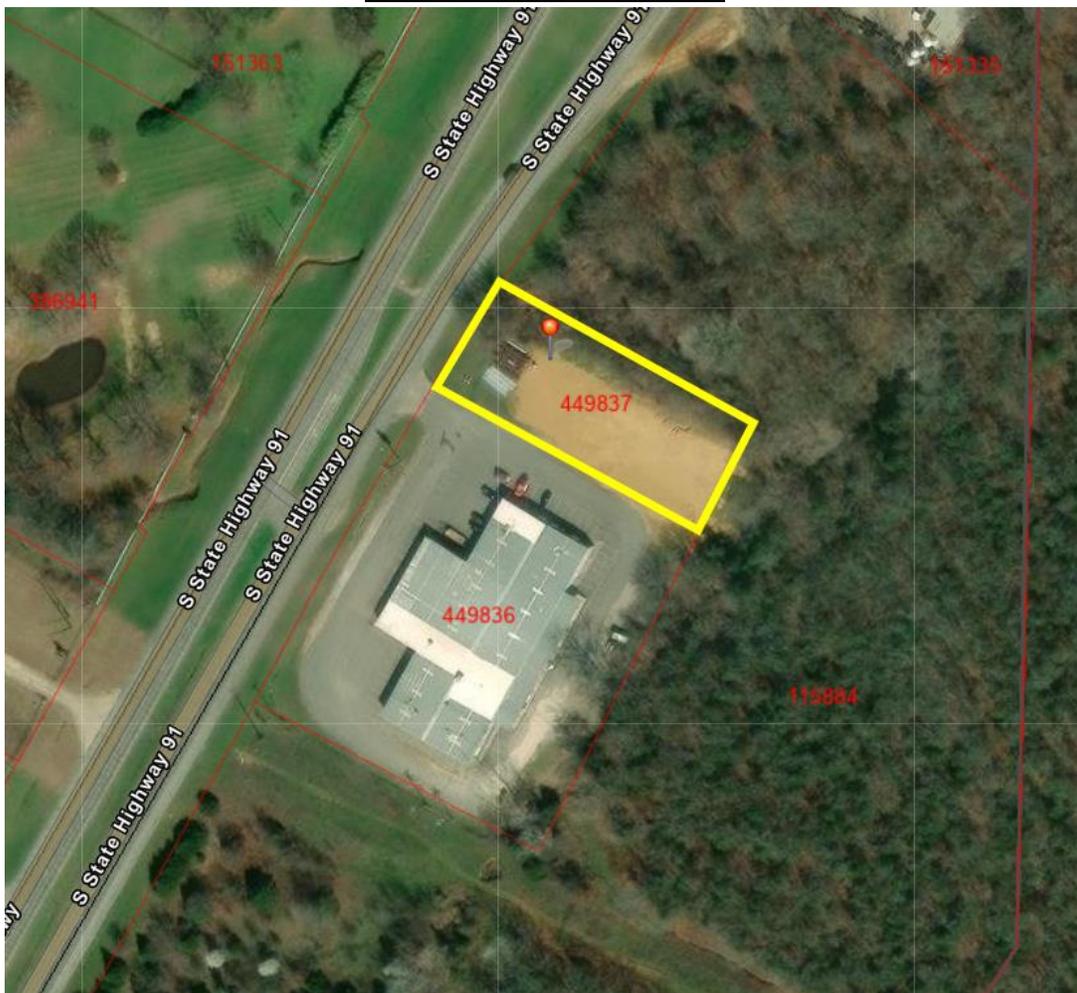
Prior Board or Council Action

The Planning and Zoning Commission recommended approval of the proposed Conditional Use Permit (CUP) at their meeting held on January 14th, 2025.

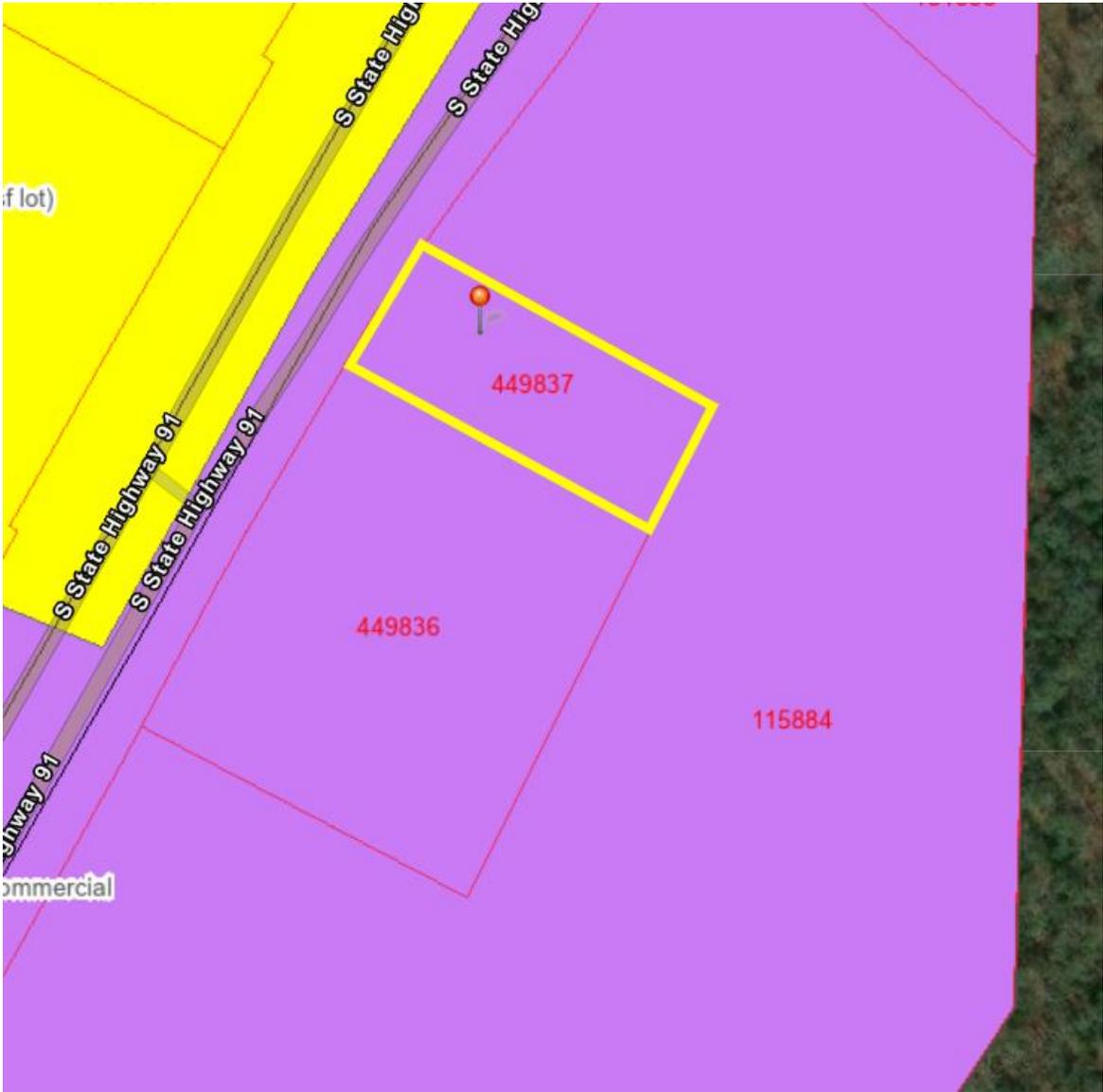
Alternatives

The City Council may approve, approve with conditions, deny, or table the request.

Aerial of Subject Property



Zoning of Subject Property



Project Narrative

Proposed use: **Warehouse Office for online sales.**

Detailed business for the proposed use and plan: **Online sales of gaming and other parts.**

Discussion of how the proposed use at the specified location is consistent with the policies embodied in the adopted comprehensive plan: **This building is new and built for this purpose as approved by the city.**

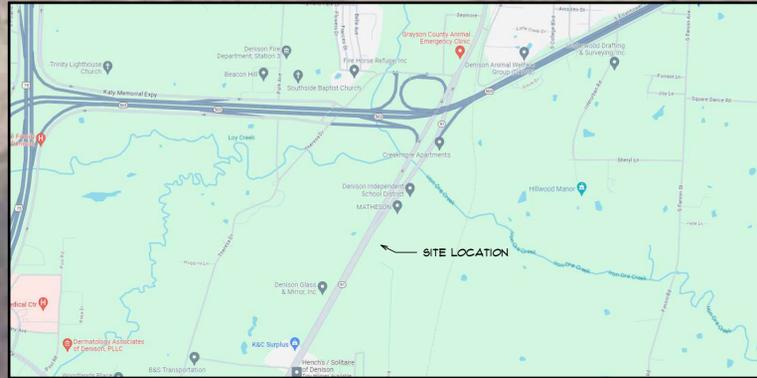
Hours of operation: **9-3 Monday to Friday.**

Is the proposed use compatible with and preserves the character and integrity of adjacent development and neighborhood and includes improvements either on site or within the public rights-of-way to mitigate development-related adverse impacts, such traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods: **Yes, the building is new and all these factors were considered before starting.**

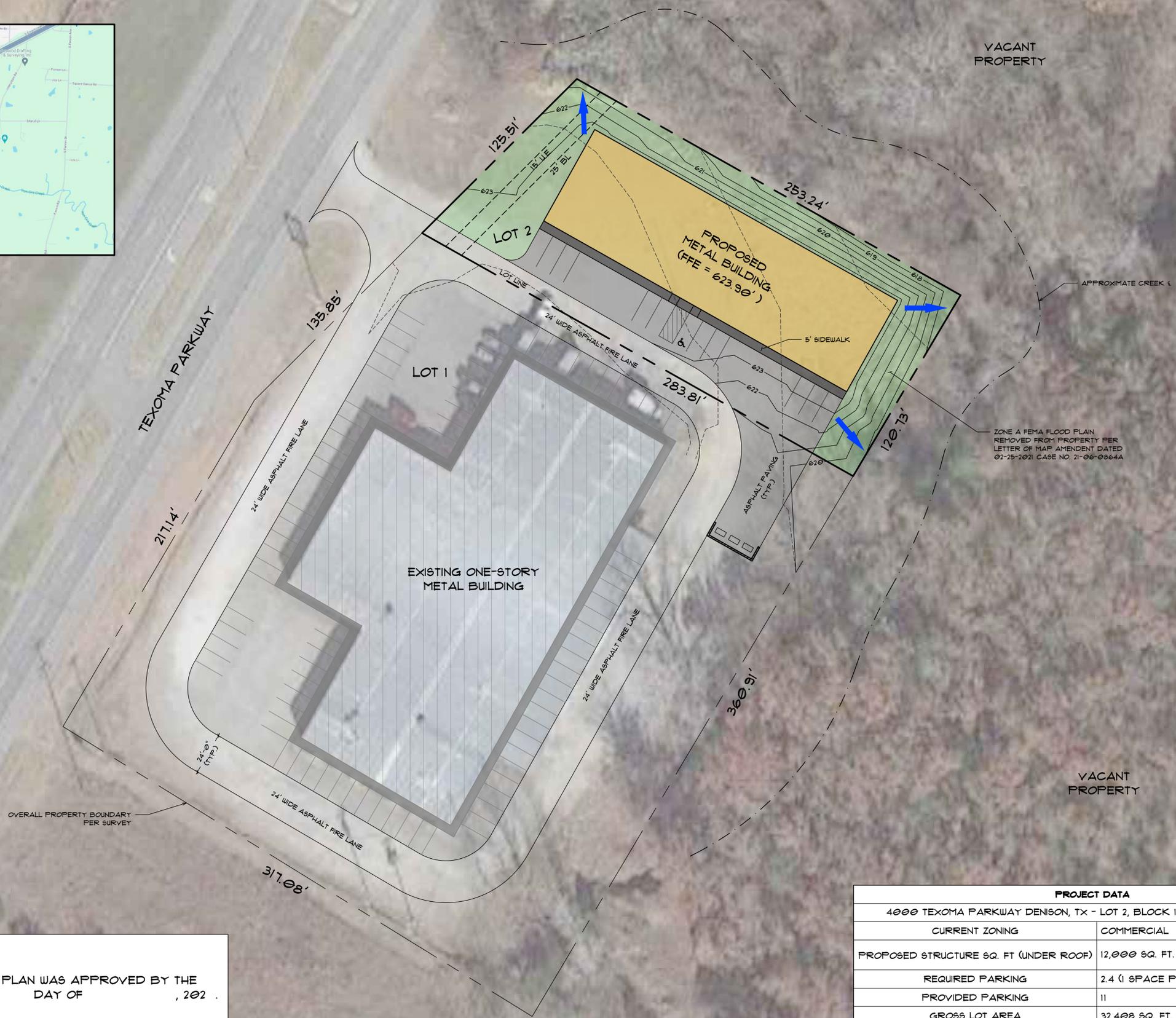
- How does the proposed use impact vehicular traffic and how would any negative traffic be mitigated? **The location will only have up to 2 employees which is far less than the amount anticipated when the building was built.**

Does other proposed use incorporate roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets? **This was evaluated before building and we are using far less then anticipated.**

Does the proposed use incorporate features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties? **Everything is inside so no change will happen.**



VICINITY MAP
SCALE: NTS



VACANT PROPERTY

APPROXIMATE CREEK

ZONE A FEMA FLOOD PLAIN
REMOVED FROM PROPERTY PER
LETTER OF MAP AMENDMENT DATED
02-25-2021 CASE NO. 21-06-0064A

VACANT PROPERTY

VACANT PROPERTY

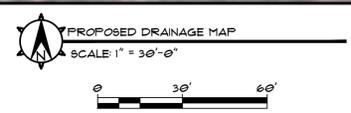
CITY ACCEPTANCE:
I HEREBY CERTIFY THAT THE ABOVE FOREGOING SITE PLAN WAS APPROVED BY THE PLANNING DIRECTOR OF THE CITY OF DENISON THIS _____ DAY OF _____, 2021.

PLANNING DIRECTOR
CITY OF DENISON

PROJECT DATA	
4000 TEXOMA PARKWAY DENISON, TX - LOT 2, BLOCK 1, BREEZY HILL ADDITION	
CURRENT ZONING	COMMERCIAL
PROPOSED STRUCTURE SQ. FT. (UNDER ROOF)	12,000 SQ. FT.
REQUIRED PARKING	2.4 (1 SPACE PER 5,000 SQ. FT.)
PROVIDED PARKING	11
GROSS LOT AREA	32,400 SQ. FT. (0.744 ACRE)
IMPERVIOUS AREA	20,102 SQ. FT.
LOT COVERAGE (10% ALLOWABLE)	31%

GENERAL DRAINAGE PLAN NOTES:

- TOPO PROVIDED BY OTHERS.



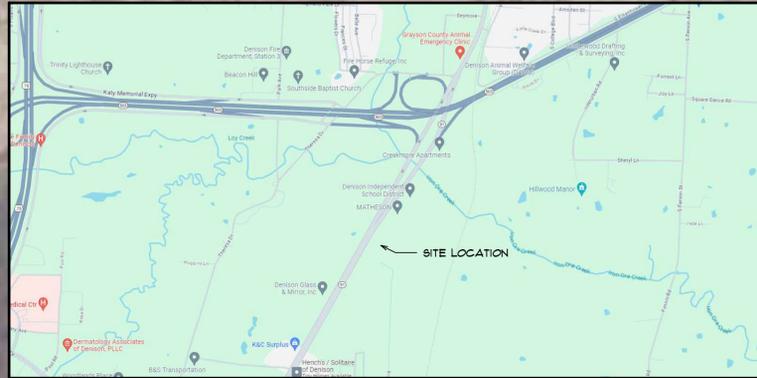
APPROXIMATE DRAINAGE FLOW



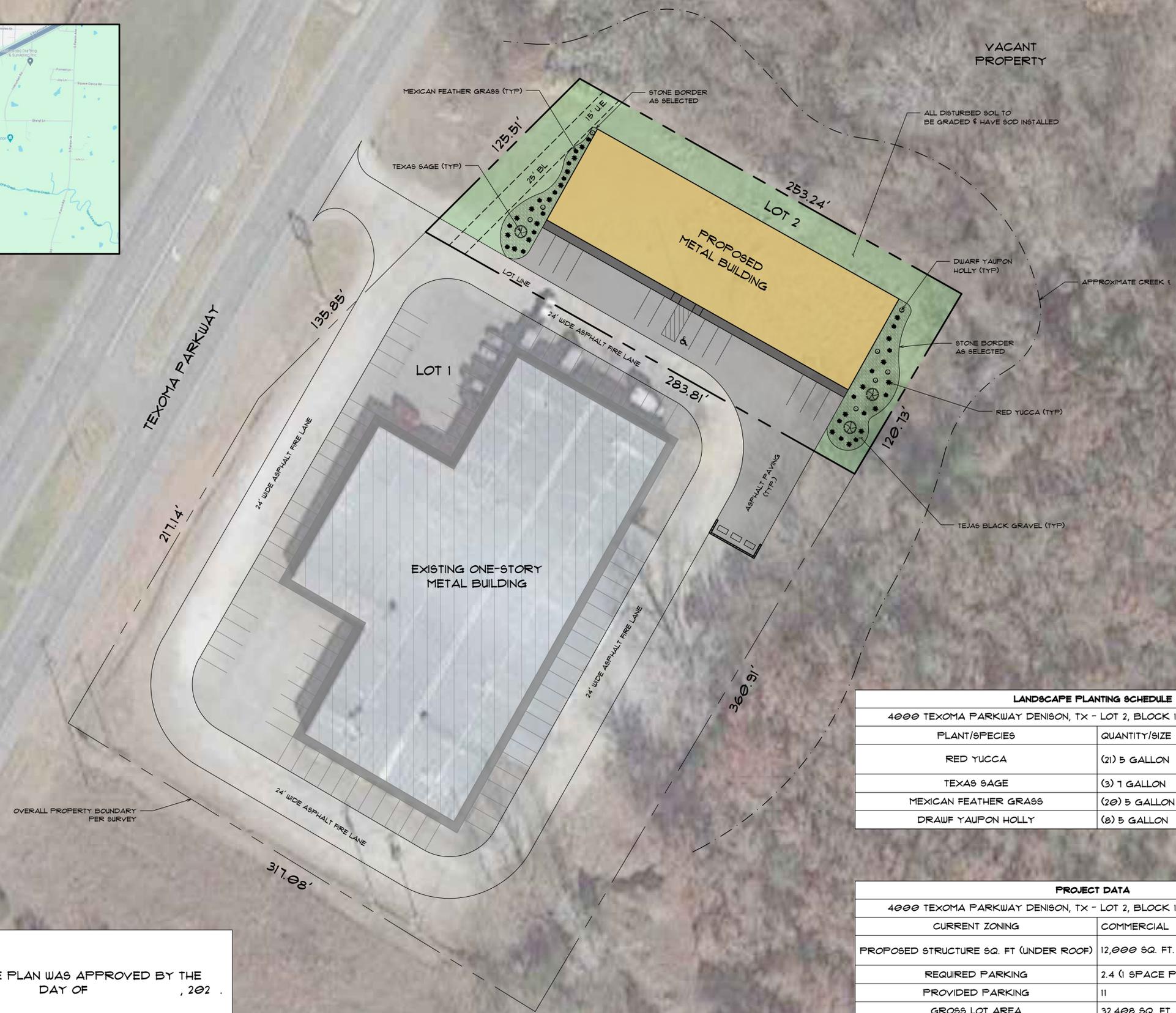
115 Crow Rd.
Sherman, Texas 75092

903-647-6651
siasdraftinganddesign@gmail.com

C2
SHEET



VICINITY MAP
SCALE: NTS



LANDSCAPE PLANTING SCHEDULE	
4000 TEXOMA PARKWAY DENISON, TX - LOT 2, BLOCK 1, BREEZY HILL ADDITION	
PLANT/SPECIES	QUANTITY/SIZE
RED YUCCA	(21) 5 GALLON
TEXAS SAGE	(3) 1 GALLON
MEXICAN FEATHER GRASS	(20) 5 GALLON
DWARF YAUFON HOLLY	(8) 5 GALLON

PROJECT DATA	
4000 TEXOMA PARKWAY DENISON, TX - LOT 2, BLOCK 1, BREEZY HILL ADDITION	
CURRENT ZONING	COMMERCIAL
PROPOSED STRUCTURE SQ. FT. (UNDER ROOF)	12,000 SQ. FT.
REQUIRED PARKING	2.4 (1 SPACE PER 5,000 SQ. FT.)
PROVIDED PARKING	11
GROSS LOT AREA	32,400 SQ. FT. (0.744 ACRE)
IMPERVIOUS AREA	20,702 SQ. FT.
LOT COVERAGE (10% ALLOWABLE)	31%

CITY ACCEPTANCE:
I HEREBY CERTIFY THAT THE ABOVE FOREGOING SITE PLAN WAS APPROVED BY THE PLANNING DIRECTOR OF THE CITY OF DENISON THIS _____ DAY OF _____, 2022.

PLANNING DIRECTOR
CITY OF DENISON

GENERAL LANDSCAPE PLAN NOTES:
1. THIS IS A SUGGESTION ONLY - PLANT SPECIES MAY VARY.



SIAS
Drafting & Design
115 Crow Rd.
Sherman, Texas 75092
903-647-6651
siasdraftinganddesign@gmail.com

C3
SHEET

Vicinity Map
(not to scale)



LEGAL DESCRIPTION

SITUATED in the City of Denison, County of Grayson, State of Texas, and being a part of the J. M. Manning Survey, Abstract No. 781, and being all of the 2.46 ac. (First Tract), 0.28 ac. (Second Tract) and 0.527 ac. (Third Tract) tracts of land conveyed to Sherman Pro Auto Glass, LLC by Texas Star Bank by Special Warranty Deed with Vendor's Lien dated June 24, 2016 and recorded in Volume 5830, Page 595, Official Public Records, Grayson County, Texas, and being more particularly described as one tract of land by metes and bounds as follows, to-wit:

BEGINNING at a 1 inch pipe found in the East line of Texoma Parkway, a public street (aka: State Highway 91), at the most Westerly Northwest corner of the 95.730 acre tract of land conveyed to BCJS Properties, LLC in Inst. No. 2022-13499, said Official Public Records, at the Southwest corner of both said Sherman Pro Auto Glass, LLC 0.28 ac. and the herein described tract;

THENCE North 28 deg. 44 min. 05 sec. East, with the East line of said Texoma Parkway and the West line of said Sherman Pro Auto Glass, LLC 0.28 ac., passing the most Northerly corner of said Sherman Pro Auto Glass, LLC 0.28 ac. and the most Westerly Northwest corner of said Sherman Pro Auto Glass, LLC 2.46 ac. and continuing now with the Northwest line of said Sherman Pro Auto Glass, LLC 2.46 ac. for a total distance of 217.14 ft. to a 1/2 inch capped rebar found stamped "RPLS 3694" at an angle point;

THENCE North 42 deg. 43 min. 57 sec. East, continuing with the East line of said Texoma Parkway and the Northwest line of said Sherman Pro Auto Glass, LLC 2.46 ac., passing a 1/2 inch rebar found at the most Northerly Northwest corner of said Sherman Pro Auto Glass, LLC 2.46 ac. and the Southwest corner of said Sherman Pro Auto Glass, LLC 0.527 ac. at 174.06 ft. and continuing now with the West line of said Sherman Pro Auto Glass, LLC 0.527 ac. for a total distance of 261.36 ft. to a point at the Northwest corner of both said Sherman Pro Auto Glass, LLC 0.527 ac. and the herein described tract, said point being North 63 deg. 14 min. West, 0.50 ft. from a 1/2 inch rebar found;

THENCE South 63 deg. 13 min. 52 sec. East, with the North line of said Sherman Pro Auto Glass, LLC 0.527 ac., passing said rebar at 0.50 ft. and continuing for a total distance of 253.24 ft. to a 1/2 inch capped rebar found stamped "RPLS 4709" at an El corner of said BCJS Properties, LLC 95.730 ac. and the Northeast corner of both said Sherman Pro Auto Glass, LLC 0.527 ac. and the herein described tract;

THENCE South 28 deg. 38 min. 41 sec. West, with a West line of said BCJS Properties, LLC 95.730 ac. and the East line of said Sherman Pro Auto Glass, LLC 0.527 ac., passing a 1/2 inch capped rebar found stamped "RPLS 3694" at the Southeast corner of said Sherman Pro Auto Glass, LLC 0.527 ac. and the Northeast corner of said Sherman Pro Auto Glass, LLC 2.46 ac. at 91.20 ft. and continuing now with the East line of said Sherman Pro Auto Glass, LLC 2.46 ac., passing a 1/2 inch capped rebar found stamped "RPLS 3694" at the Southeast corner of said Sherman Pro Auto Glass, LLC 2.46 ac. and the Easterly Northeast corner of said Sherman Pro Auto Glass, LLC 0.28 ac. at 471.48 and continuing now with an East line of said Sherman Pro Auto Glass, LLC 0.28 ac. for a total distance of 481.64 ft. to a point at an El corner of said BCJS Properties, LLC 95.730 ac., at the Southeast corner of both said Sherman Pro Auto Glass, LLC 0.28 ac. and the herein described tract, said point being South 60 deg. 52 min. East, 0.35 ft. from a 1/2 inch capped rebar found stamped "RPLS 3694";

THENCE North 60 deg. 51 min. 51 sec. West, with a North line of said BCJS Properties, LLC 95.730 ac. and the South line of both said Sherman Pro Auto Glass, LLC 0.28 ac. and the herein described tract, passing said rebar at 0.35 ft. and continuing for a total distance of 317.08 ft. to the PLACE OF BEGINNING and containing **3.272 ACRES** and **142,515 SQUARE FEET** of land.

SURVEYOR'S CERTIFICATE

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monumentation meets the standards set according to the Subdivision Regulations of the City of Denison, Texas.

Kate A. Wagner 5-3-2023
Kate A. Wagner, R. P. L. S. No. 6578 Date:



OWNER'S CERTIFICATE

**STATE OF TEXAS
COUNTY OF GRAYSON**

I, the undersigned Owner of the land shown hereon, and legally described herein above, and designated herein as the Breezy Hill Addition to the City of Denison, Texas and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown on the purpose and consideration therein expressed. I further certify that all other parties who have a mortgage or lien interest in the Breezy Hill Addition to the City of Denison, Texas have been notified and signed this plat.

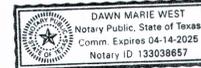
I further acknowledge that the dedications and/or exactions made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I, my successors and assigns hereby waive any claim, damage, or cause of action that I may have as a result of the dedication of exactions made herein.

Jonathan Earnhart
Jonathan Earnhart
Authorized Representative for Sherman Pro Auto Glass

Before me the undersigned, a notary public in and for said County and State, on this day personally appeared Jonathan Earnhart, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 22 day of May, 2023.

Dawn Marie West
Notary Public, Grayson County, Texas



CITY ACCEPTANCE

I hereby certify that the above foregoing plat of Breezy Hill Addition was approved by the Planning Director of the City of Denison this 4th day of May, 2023.

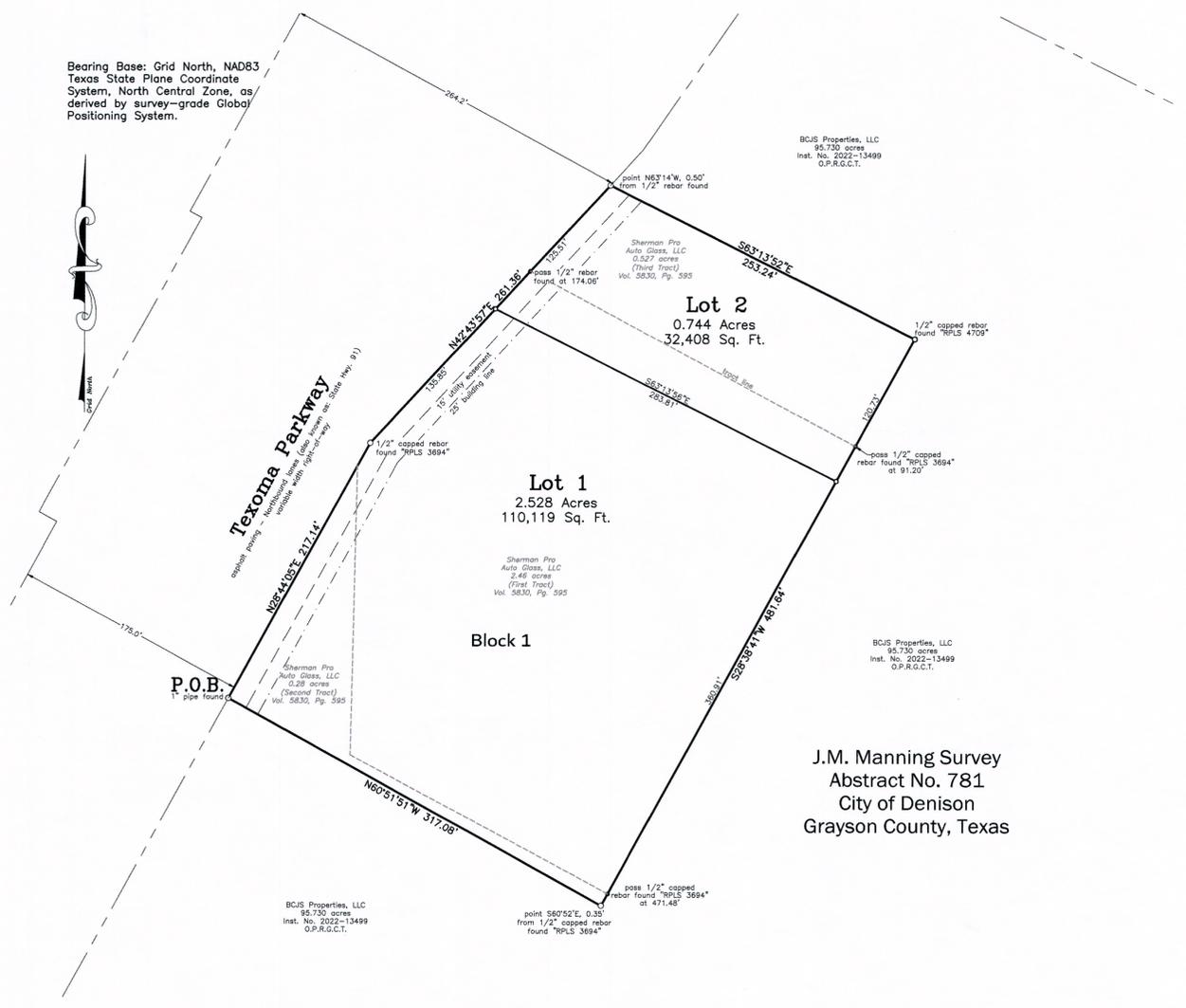
Missy Tote
Missy Tote
Planning Director
City of Denison

Filed for Record
in the Official Records of:
Grayson County Clerk
On: 5/4/2023 2:13:37 PM
In the PLAT Records
BREEZY HILL ADDN
Doc Number: 2023-90
Number of Pages: 1
Amount: 43.00
Order#: 20230504000122
By: KP



Minor Plat
Lots 1 and 2, Block 1
Breezy Hill Addition
to
City of Denison
Grayson County, Texas
3.272 Acres
in the
J.M. Manning Survey
Abstract No. 781
Date of Revision: April 13, 2023

Bearing Base: Grid North, NAD83
Texas State Plane Coordinate
System, North Central Zone, as
derived by survey-grade Global
Positioning System.



BCJS Properties, LLC
95.730 acres
Inst. No. 2022-13499
O.P.R.G.C.T.

BCJS Properties, LLC
95.730 acres
Inst. No. 2022-13499
O.P.R.G.C.T.

Sherman Pro
Auto Glass, LLC
2.46 acres
(First Tract)
Vol. 5830, Pg. 595

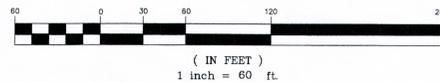
BCJS Properties, LLC
95.730 acres
Inst. No. 2022-13499
O.P.R.G.C.T.

Lot 2
0.744 Acres
32,408 Sq. Ft.

Lot 1
2.528 Acres
110,119 Sq. Ft.

J.M. Manning Survey
Abstract No. 781
City of Denison
Grayson County, Texas

GRAPHIC SCALE



General Notes:

1. Water Supply to be provided by the City of Denison.
2. Sewer service to be provided by the City of Denison.
3. Electrical service is provided by Oncor Electric Delivery Co.
4. Blocking the flow of water or construction of improvements in drainage easements, and filling or obstruction of the floodway is prohibited.
5. Any existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across said lots.
6. The City of Denison will not be responsible for the maintenance and operation of said drainage ways or for the control of erosion.
7. The subject property shown on the plat hereon does not lie within any designated 100-Year Flood Hazard Area Designation, as scaled from the Flood Insurance Rate Map for Grayson County, Texas and Incorporated Areas, Map No. 48181C0280 F & 48181C0285 F, Revised Date: September 29, 2010, as per LOMA dated February 25, 2021, Case No. 21-06-0864A.
8. Neither the City of Denison nor the undersigned surveyor will be responsible for any damage, personal injury, or loss of life or property occasioned by flooding or flooding conditions.
9. The owners and builders must comply with all other state and federal regulations regarding developments of this type.
10. Subject property is zoned as Commercial.
11. City of Denison Planning Department Case No. 2023-037MP.

Job No. CGD310323

Helvey-Wagner Surveying, Inc.
222 W. Main St., Denison, Texas 75020
Ph (903) 463-6191
Email: kate@helvewagnersurveying.net
TBPELS Firm Registration No. 10088100

Owner:
Sherman Pro Auto Glass
110 S. Houston Avenue
Denison, Texas 75020

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF DENISON, TEXAS; PROVIDING FOR A CONDITIONAL USE PERMIT FOR AN WAREHOUSE/OFFICE IN THE COMMERCIAL DISTRICT BEING LEGALLY DESCRIBED AS BLOCK 1, LOT 2 OF THE BREEZY HILL ADDITION, 0.744 ACRES, IN GRAYSON COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 4000 TEXOMA PARKWAY, CITY OF DENISON, GRAYSON COUNTY, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Denison, Texas (hereinafter referred to as “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 the City (the “City Council”) adopted Chapter 28 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the “Zoning Ordinance”); and

WHEREAS, JEKS Holdings, LLC through Jonathan Earnheart, (“Owner”) owns Block 1, Lot 2 of the Breezy Hill Addition, Grayson County, Texas, as described and depicted in **Exhibit “A”**, which is attached and incorporated as if fully set forth herein (the “Property”), and has made an application under the provisions of the Zoning Ordinance requesting a Conditional Use Permit for a Warehouse/Office as depicted in **Exhibit “B”**, which is attached and incorporated as if fully set forth herein (the “Site Plan”), on the Property which is located in the commercial district; and

WHEREAS, Owner has designated David Bridgforth¹ of K3 Partner Investments 6, LLC to act in the capacity of Owner as agent for submittal, processing, representation, and/or presentation of the application, and as the principal contact person for responding to all requests for information; and

WHEREAS, the Comprehensive Zoning Ordinance of the City allows for a Warehouse/Office in a Commercial District with the grant of a Conditional Use Permit; and

WHEREAS, public hearings on said application having been held before the Planning and Zoning Commission and the City Council of the City of Denison (the “City Council”), after due notice of the public hearings having been mailed and published in all respects as required by law on the property fully described in the body of this Ordinance; and

¹ The Conditional Use Permit application lists two different spellings of the representative’s last name: Bridgforth and Bridgforth. For purposes of this Conditional Use Permit, the City will presume the correct spelling is the latter. Any misspellings should be brought to City Council’s attention by the applicant and corrected.

WHEREAS, the Planning and Zoning Commission has recommended approval of a Conditional Use Permit for a Warehouse/Office for the Property; and

WHEREAS, the City Council has considered the evidence and testimony provided by all parties appearing before the City Council, in person and in writing, and the recommendation of the Planning and Zoning Commission relative to the proposed zoning change and has further considered all written approvals and protests, all as required by law; and

WHEREAS, the City Council has determined that the uses requested for the Property as requested in the Conditional Use Permit application and subject to the provisions of this Ordinance are compatible with surrounding properties and are appropriate for the location of the Property.

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

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. Zoning Map and Conditional Use Permit Approved. The zoning map of the City of Denison adopted by Section 28.3 of the Denison Code of Ordinances and on file in the office of the Planning Director is hereby amended to reflect the Conditional Use Permit is approved in the Commercial District on the Property as follows:

2.01. Permit Granted. A Conditional Use Permit (“CUP” or “Permit”) for the Property authorizing use of a Warehouse/Office, is hereby approved.

2.02. Permit Conditions. The CUP and the use for which it is granted is subject to all Applicable Regulations (defined below) and to the following conditions:

A. Uses. The following use shall be permitted in accordance with the conditions of the CUP:

Office warehouse. For purposes of this CUP “office warehouse” is defined as an establishment with more than twenty-five (25) percent of the total floor area devoted to storage and warehousing, but not generally accessible to the public.

B. Applicable Regulations. In addition to the specific requirements set forth in this Ordinance, this CUP shall be subject to all ordinances and regulations of the City applicable to the Property, including without limitation the Comprehensive Zoning Ordinance and those regulations governing the Commercial District (“Applicable Regulations”). The CUP granted by this Ordinance shall control in cases of conflict between this Ordinance and/or the Comprehensive Zoning Ordinance.

Section 3. Failure to Comply/Expiration/Transferable. All terms of this CUP shall be complied with prior to issuance of a certificate of occupancy. This CUP shall be declared null and void and of no force and effect and shall discontinue if or for any one or more of the following:

- A. Any failure to comply with any term or condition of this Ordinance or the applicable regulations, as they exist or may be amended; or
- B. Any improvements, the Property, uses or structures regulated by this CUP are enlarged, modified, structurally altered or otherwise significantly changed unless a separate conditional use permit or other required authorization is granted therefor; or
- C. A building permit for the construction of any new structure for which a use is authorized hereunder has not been approved within one (1) year of the date of approval of this Ordinance; or
- D. A certificate of occupancy for any existing structure for which a use authorized by this Ordinance is not applied for and issued within one hundred and eighty (180) days from the effective date of this Ordinance; or
- E. A use for which this CUP is granted ceases to operate for a continuous period of one hundred eighty (180) calendar days; or
- F. A structure for which this CUP is granted remains vacant for a continuous period of one hundred eighty (180) calendar days; or
- G. This CUP was obtained by fraud or deception; or
- H. As otherwise permitted by law, this Ordinance and/or the City's Zoning Ordinance, as they exist or may be amended, including without limitation the requirements of Section 28.9 "Nonconforming Uses and Structures."

Section 4. 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 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. 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 6. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Denison's Zoning Ordinance Chapter 28, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Denison from filing suit to enjoin the violation. Denison retains all legal rights and

remedies available to it pursuant to local, state, and federal law.

Section 7. Publication and Effective Date. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

AND IT IS SO ORDERED.

On motion by Councilmember _____, seconded by Councilmember _____, the above and foregoing Ordinance was passed and approved by the following vote:

Ayes:

Abstentions:

Nays:

At regular meeting January 21, 2025.

ROBERT CRAWLEY, MAYOR

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT "A"

Property Description and Depiction

Being Block 1, Lot 2 of the Breezy Hill Addition, 0.744 ACRES, in Grayson County, Texas, more commonly referred to as 4000 Texoma Parkway Denison, Texas.

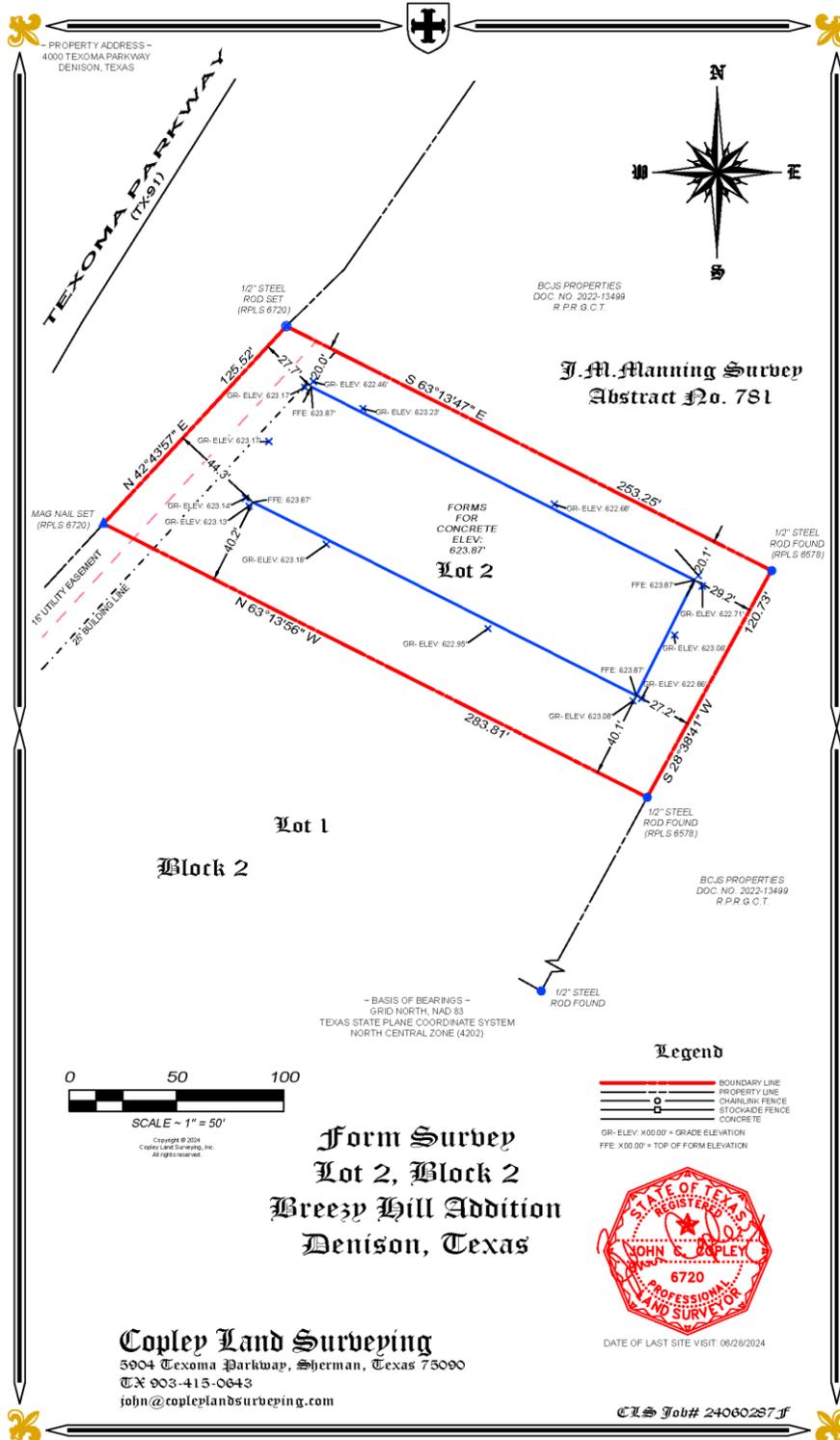
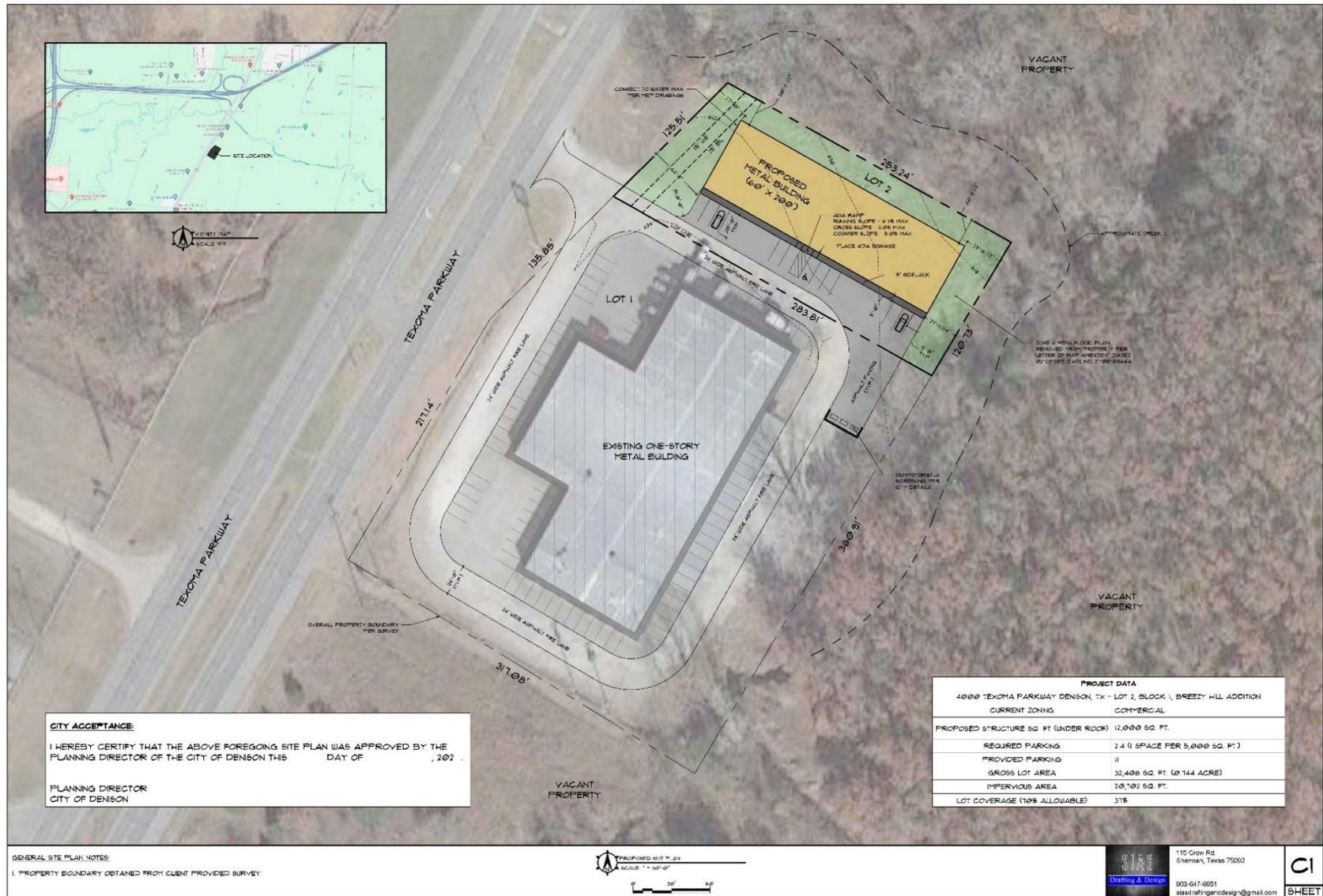
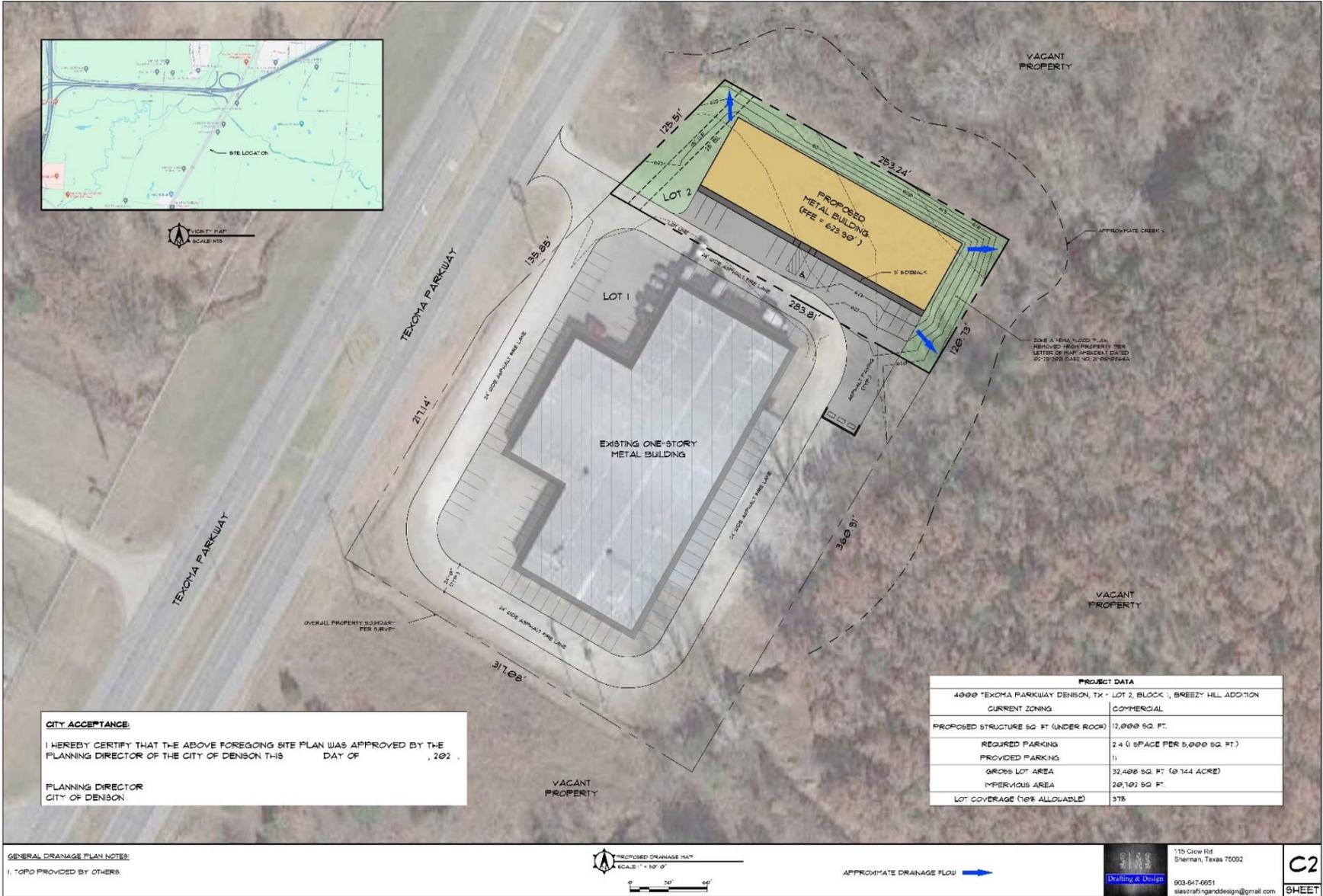
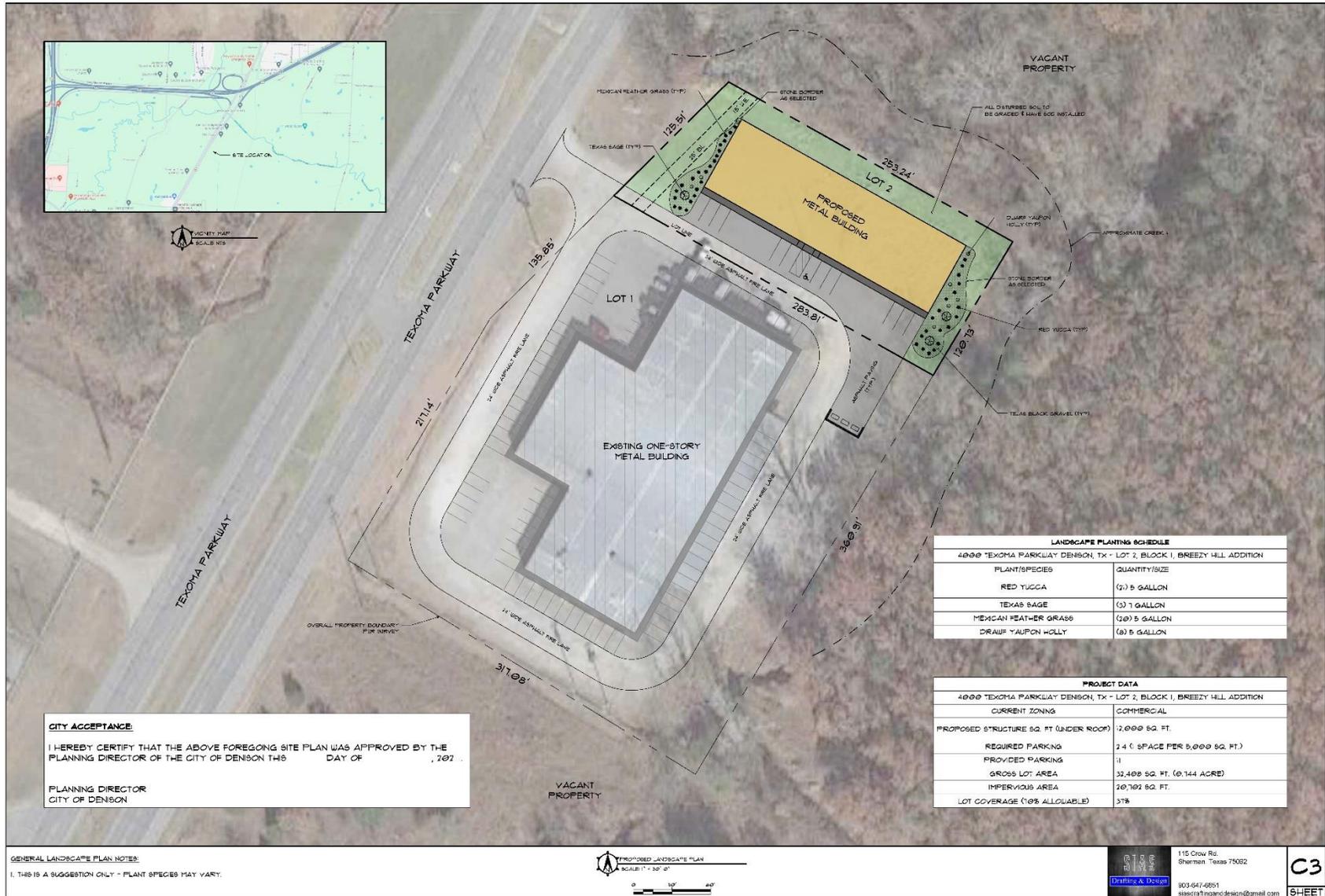


Exhibit "B" Site Plan







CITY ACCEPTANCE:

I HEREBY CERTIFY THAT THE ABOVE FOREGOING SITE PLAN WAS APPROVED BY THE PLANNING DIRECTOR OF THE CITY OF DENISON THIS _____ DAY OF _____, 2021.

PLANNING DIRECTOR
CITY OF DENISON

GENERAL LANDSCAPE PLAN NOTES:

1. THIS IS A SUGGESTION ONLY - PLANT SPECIES MAY VARY.



115 Crow Rd.
Sherman, Texas 75052

803-647-6851
elexctr@inganddesign@gmail.com

C3
SHEET

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance approving a Conditional Use Permit (CUP) for property legally described as being, Block 27, Lots 8, 9, and 10 Laynes Addition, an addition to the City of Denison, Grayson County, commonly known as 917 S. Armstrong Avenue, GCAD Property ID Nos. 145249 and 145260, located within the Commercial (C) District, for the operation of an automotive repair shop. (Case No. 2024-13CUP)

Staff Contact

Dianne York, Planning Manager
dyork@denisontx.gov
903-465-2720

Summary

- The applicant is requesting a Conditional Use Permit (CUP) in order to operate an automotive repair shop.
- The property is located at 917 S. Armstrong Avenue and is zoned Commercial (C).

Staff Recommendation

Staff recommends approval of the Conditional Use Permit with the following conditions:

- Landscaping planters be placed at the main structure's entrance to satisfy landscaping requirement.
- The carport on the site shall be removed.
- Open storage of materials, immobile vehicles, or vehicles awaiting repair shall be prohibited.

Recommended Motion

"I move to approve an Ordinance for a Conditional Use Permit to allow for the use of an automotive repair shop with the following conditions:

- Landscaping planters be placed at the main structure's entrance to satisfy landscaping requirement.
 - The carport on the site shall be removed.
 - Open storage of materials, immobile vehicles, or vehicles awaiting repair shall be prohibited."
-

Background Information and Analysis

The applicant, Mariposa Realty, Inc., is seeking approval of a Conditional Use Permit (CUP) to allow for an automotive repair shop for property located at 917 S. Armstrong. Per Section 28.49., the use of auto repair major or minor requires an approved Conditional Use Permit (CUP) within the Commercial (C) Zoning District. This site has had a previously approved Conditional Use Permit (CUP) for this use, however, that use has since lapsed creating the requirement for the request to be re-approved. Additionally, it should be noted that while a previous CUP was approved for this site, the conditions of

that CUP were not met. Failure to meet the conditions set forth in this Ordinance or standards listed within Chapter 28 will result in loss of Certificate of Occupancy.

Significant improvements have been made to the existing building since new ownership. Parking spaces have been striped, and the screening fence for vehicles awaiting repair still remains. The property is also screened from the adjacent residential properties on the west side of the property by way of a metal fence. The site is nearly completely covered with an impervious surface which creates a hindrance for landscape requirements. In order to satisfy landscaping, staff is asking that a condition for approval be that between two (2) to four (4) landscape planters are placed at the entrance of the main structure. This requirement is similar to conditions placed on other automotive sites that have been developed at nearly 100% asphalt or concrete. Additionally, staff wishes to place two additional conditions on the site: 1) the existing metal carport shall be removed; and 2) open storage of material, inoperable vehicles, or vehicles awaiting repair shall be prohibited. All open storage including inoperable vehicles or vehicles awaiting repair must be screened from all public rights-of-way and residentially zoned districts. Failure to comply with these conditions, if approved, will result in the loss of an approved Certificate of Occupancy (CO).

The applicant is proposing the hours of operation to consist of 8:00 a.m. to 5:00 p.m. Monday through Friday and additional hours of 8:00 a.m. to 3:00 p.m. on Saturday. Given the adjacency to residential properties, Staff is asking the hours of operation on Saturday or Sunday be prohibited.

Per the Future Land Use Map, the subject property is to be developed in a “Mixed Commercial” manner and designates this area as a “Revitalization Area”. The use of an auto repair shop is consistent with the Future Land Use Map.

City staff has reviewed each Conditional Use Permit Criteria outlined within the City Ordinance and listed below, before reaching its recommendation for approval.

Conditional Use Permit Criteria for Approval:

- 1. The proposed use at the specified location is consistent with the policies embodied in the adopted comprehensive plan;*

This location and use are compatible with the Comprehensive Plan.

- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;*

The proposed Conditional Use Permit use is compatible with uses found in Commercial zoning districts.

- 3. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhood and includes improvements either on site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;*

The proposed use is compatible with the integrity of nearby existing developments.

- 4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.*

N/A

- 5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;*

No additional traffic mitigation or traffic control for the surrounding area is required.

- 6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties; and*

N/A

- 7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.*

No variance is applied or needed.

Financial Considerations

N/A

Prior Board or Council Action

- A previous Conditional Use Permit was approved by City Council at their meeting held on January 18th, 2022.
- The Planning and Zoning Commission recommended approval of the proposed Conditional Use Permit (CUP) at their meeting held on January 14th, 2025.

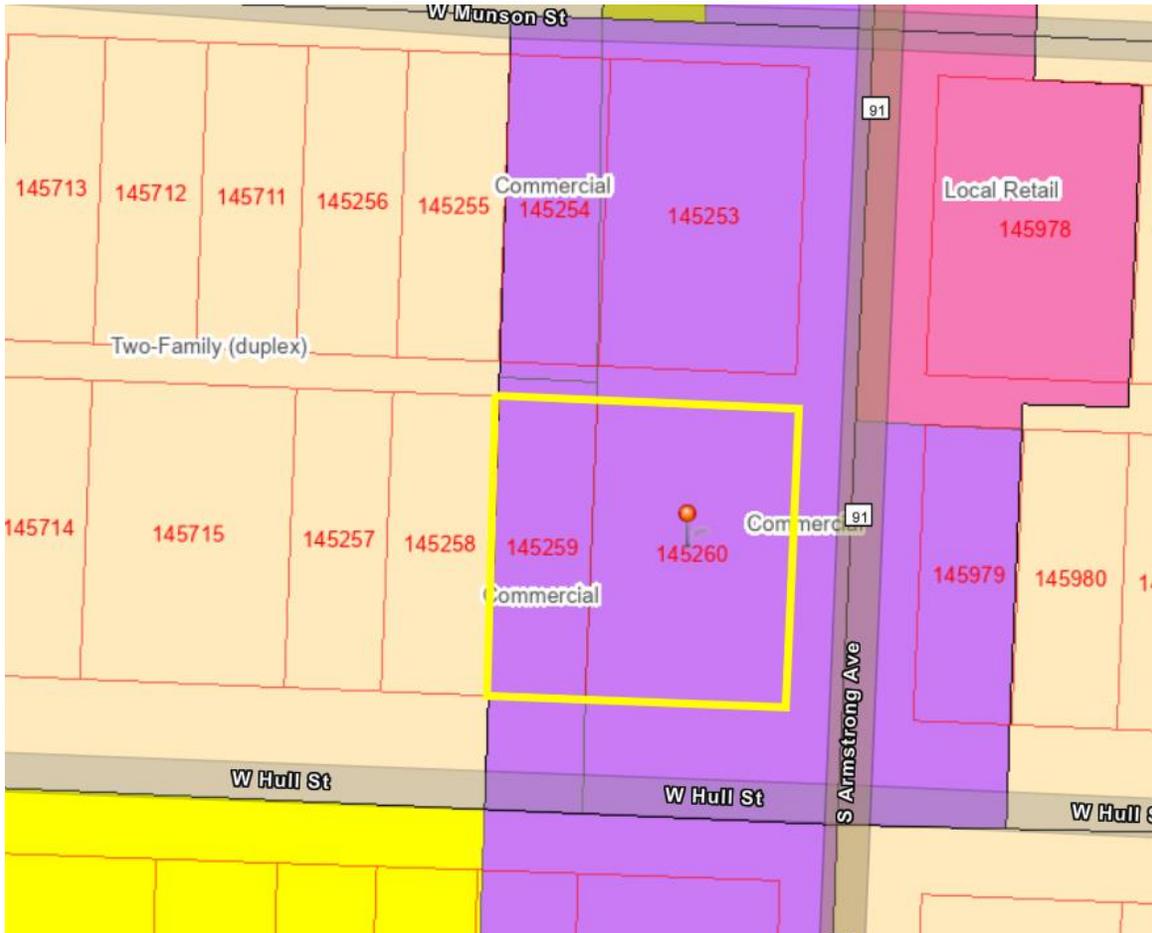
Alternatives

The City Council may approve, approve with conditions, deny, or table the request.

Aerial of Subject Property



Zoning of Subject Property



917 S Armstrong Ave.
Denison Tx 75020

Project Narrative:

1. Auto repair (oil change, alternators, brakes, starters, suspension, engine repair, etc.)
2. Mechanic shop for auto repair operating Monday thru Saturday.
3. Use of the property for Auto repair(Major) and Auto Repair(Minor) is consistent with previous use on the property, and would not differentiate in the looks of it or be out of ordinary due to being auto repair before as well as auto sales in the past, plan now would be only auto repair, and it would be beneficial to neighborhood for Auto repair needs, also place will be operated much cleaner and more organized than with previous owner, new property owner will be very responsible and follow the rules and regulations of the city and with the experience in commercial real estate, it will be efficient and will not stand out with lack of care like it was with previous tenant and previous property owners.
8-5 Monday thru Friday
8-3 on Saturday/Saturday is possible to be closed depending on tenant's business.

Proposed use is compatible with and preserves character and integrity of the neighborhood. The Firestone Shop is an auto repair shop and tire shop next door to this property, as such this building will not be a sore eye for the neighborhood, and it will not impact anyone as it's already equipped to operate as an auto repair shop. Battery operated tools are used for repairs and don't produce loud sounds and to prevent any other noise to escape the property is insulated with at least 6 inches of insulation on the walls and roof. Photo evidence attached.

Proposed use does not have any impact on vehicular traffic.

No change would be needed in regard to roadway adjustment, traffic control devices or mechanisms.

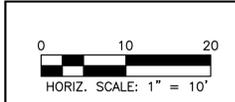
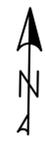
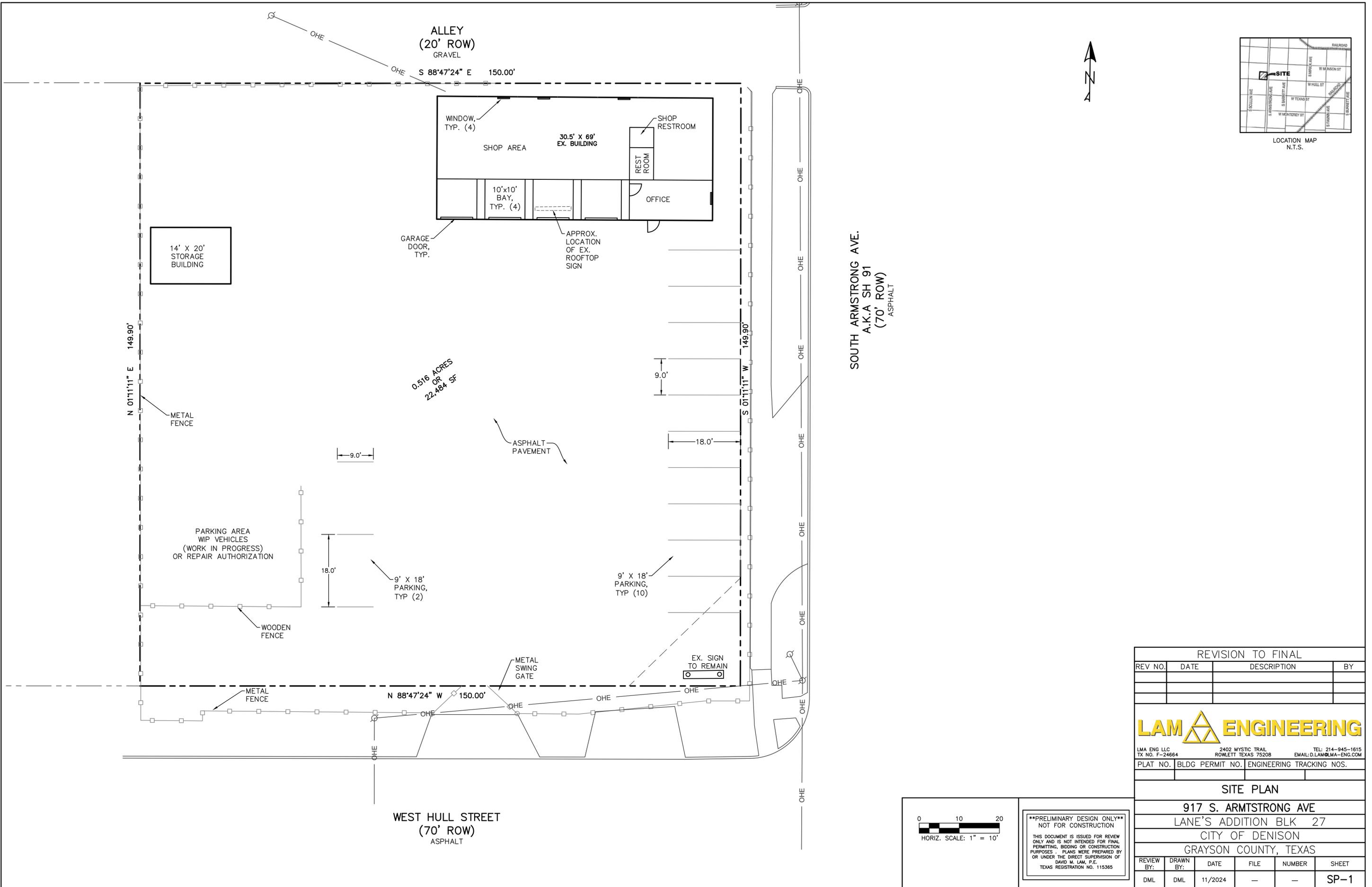
Proposed use incorporates and has minimum or no adverse effect including visual impacts of the proposed use regarding adjacent properties.

Existing fencing on the west side of the property provides adequate parking for vehicles waiting for service.

There is a 6 feet high metal fence between the site and residential structure to the west.

Plan is to utilize existing signs in the corner and on the building.

Existing scope of the property is not allowing any options to include any landscaping due to concrete surface on the site. It has been like this for decades and in line with the looks of the neighboring properties.



****PRELIMINARY DESIGN ONLY****
NOT FOR CONSTRUCTION

THIS DOCUMENT IS ISSUED FOR REVIEW ONLY AND IS NOT INTENDED FOR FINAL PERMITTING, BIDDING OR CONSTRUCTION PURPOSES. PLANS WERE PREPARED BY OR UNDER THE DIRECT SUPERVISION OF DAVID M. LAM, P.E. TEXAS REGISTRATION NO. 115365

REVISION TO FINAL			
REV NO.	DATE	DESCRIPTION	BY

LAM ENGINEERING

LMA ENG LLC 2402 MYSTIC TRAIL TEL: 214-945-1615
TX NO. F-24664 ROWLETT TEXAS 75208 EMAIL: D.LAM@LMA-ENG.COM

PLAT NO. BLDG PERMIT NO. ENGINEERING TRACKING NOS.

SITE PLAN

917 S. ARMSTRONG AVE
LANE'S ADDITION BLK 27
CITY OF DENISON
GRAYSON COUNTY, TEXAS

REVIEW BY:	DRAWN BY:	DATE	FILE	NUMBER	SHEET
DML	DML	11/2024	-	-	SP-1













ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF DENISON, TEXAS; PROVIDING FOR AN AUTOMOTIVE REPAIR (MAJOR) FACILITY IN THE COMMERCIAL DISTRICT ON THE PROPERTY COLLECTIVELY BEING DESCRIBED AS LOT 8, 9 AND 10, BLOCK 27, OF LAYNES ADDITION, APPROXIMATELY .5116 ACRES IN THE CITY OF DENSON, IN GRAYSON COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 917 S. ARMSTRONG AVENUE, CITY OF DENISON, GRAYSON COUNTY, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Denison, Texas (hereinafter referred to as “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 the City (the “City Council”) adopted Chapter 28 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the “Zoning Ordinance”); and

WHEREAS, Mariposa Realty, Inc., (“Owner”) collectively owns Lots 8, 9, and 10, Block 27 of the Laynes Addition, within the City, Grayson County, Texas, as described and depicted in **Exhibit “A”**, which is attached and incorporated as if fully set forth herein (the “Property”), and has made an application under the provisions of the Zoning Ordinance requesting a Conditional Use Permit for an Automotive Repair (Major) Facility as depicted in **Exhibit “B”**, which is attached and incorporated as if fully set forth herein (the “Site Plan”), on the Property which is located in the Commercial District; and

WHEREAS, Owner has designated Zafir Tantula of Mariposa Realty, Inc. to act in the capacity of Owner as agent for submittal, processing, representation, and/or presentation of the application, and as the principal contact person for responding to all requests for information; and

WHEREAS, the Comprehensive Zoning Ordinance of the City allows for an Automotive Repair (Major) Facility in the Commercial District with the grant of a Conditional Use Permit; and

WHEREAS, public hearings on said application having been held before the Planning and Zoning Commission and the City Council of the City of Denison (the “City Council”), after due notice of the public hearings having been mailed and published in all respects as required by law on the property fully described in the body of this Ordinance; and

WHEREAS, the Planning and Zoning Commission has recommended approval of a Conditional Use Permit for an Automotive Repair (Major) Facility for the Property; and

WHEREAS, the City Council has considered the evidence and testimony provided by all parties appearing before the City Council, in person and in writing, and the recommendation of the Planning and Zoning Commission relative to the proposed zoning change and has further considered all written approvals and protests, all as required by law; and

WHEREAS, the City Council has determined that the uses requested for the Property as requested in the Conditional Use Permit application and subject to the provisions of this Ordinance are compatible with surrounding properties and are appropriate for the location of the Property.

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

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. Zoning Map and Conditional Use Permit Approved. The zoning map of the City of Denison adopted by Section 28.3 of the Denison Code of Ordinances and on file in the office of the Planning Director is hereby amended to reflect the Conditional Use Permit is approved in the Commercial District on the Property as follows:

2.01. Permit Granted. A Conditional Use Permit (“CUP” or “Permit”) for the Property authorizing use of the Automotive Repair (Major) Facility, is hereby approved.

2.02. Permit Conditions. The CUP and the use for which it is granted is subject to all Applicable Regulations (defined below) and to the following conditions:

A. Uses. The following use shall be permitted in accordance with the conditions of the CUP:

Automotive Repair (Major) Facility shall be considered any and all activities where parts of a vehicle are removed, repaired or replaced and includes body repair and mechanical repair, but does not include wrecking or salvage operations.

B. Applicable Regulations. In addition to the specific requirements set forth in this Ordinance, this CUP shall be subject to all ordinances and regulations of the City applicable to the Property, including without limitation the Comprehensive Zoning Ordinance and those regulations governing the Commercial District (“Applicable Regulations”). The CUP granted by this Ordinance shall control in cases of conflict between this Ordinance and/or the Comprehensive Zoning Ordinance.

C. Landscaping planters be placed at the main structure’s entrance to satisfy landscaping requirements.

D. The carport located on the site shall be removed.

- E. Open storage of materials, immobile vehicles, or vehicles awaiting repair shall be prohibited.
- F. Business hours of operation shall be 8:00 a.m. to 3:00 p.m.

Section 3. Failure to Comply/Expiration/Transferable. All terms of this CUP shall be complied with prior to issuance of a certificate of occupancy. This CUP shall be declared null and void and of no force and effect and shall discontinue if or for any one or more of the following:

- A. Any failure to comply with any term or condition of this Ordinance or the applicable regulations, as they exist or may be amended; or
- B. Any improvements, the Property, uses or structures regulated by this CUP are enlarged, modified, structurally altered or otherwise significantly changed unless a separate conditional use permit or other required authorization is granted therefor; or
- C. A building permit for the construction of any new structure for which a use is authorized hereunder has not been approved within one (1) year of the date of approval of this Ordinance; or
- D. A certificate of occupancy for any existing structure for which a use authorized by this Ordinance is not applied for and issued within one hundred and eighty (180) days from the effective date of this Ordinance; or
- E. A use for which this CUP is granted ceases to operate for a continuous period of one hundred eighty (180) calendar days; or
- F. A structure for which this CUP is granted remains vacant for a continuous period of one hundred eighty (180) calendar days; or
- G. This CUP was obtained by fraud or deception; or
- H. As otherwise permitted by law, this Ordinance and/or the City's Zoning Ordinance, as they exist or may be amended, including without limitation the requirements of Section 28.9 "Nonconforming Uses and Structures".

Section 4. 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 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. 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 6. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Denison's Zoning Ordinance Chapter 28, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Denison from filing suit to enjoin the violation. Denison retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 7. Publication and Effective Date. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

AND IT IS SO ORDERED.

On motion by Councilmember _____, seconded by Councilmember _____, the above and foregoing Ordinance was passed and approved by the following vote:

Ayes:

Abstentions:

Nays:

At regular meeting , 202 .

ROBERT CRAWLEY, MAYOR

ATTEST:

Christine Wallentine, City Clerk

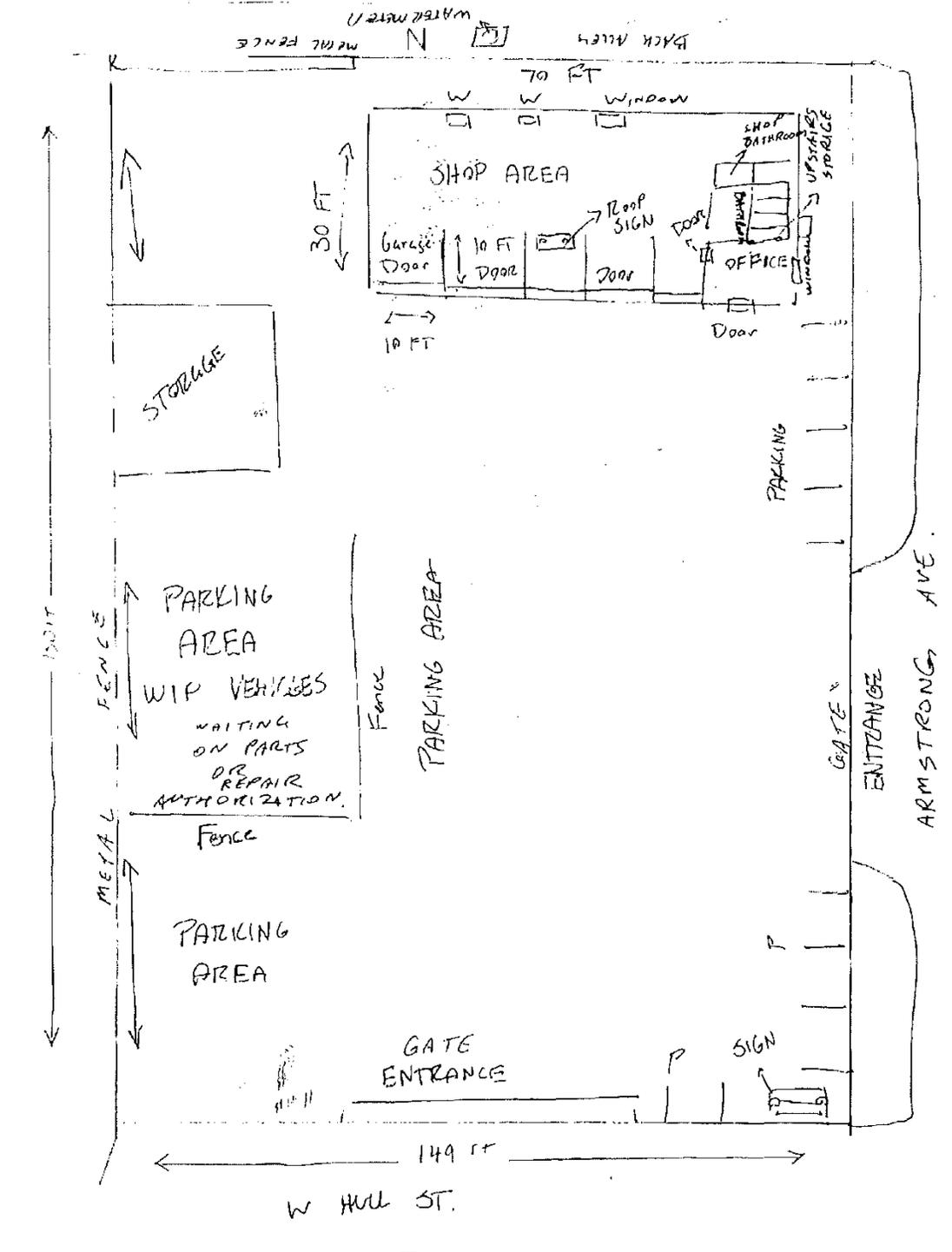
EXHIBIT "A"

Property Description and Depiction

Being Lots 8, 9, 10 in Block 27 of Layne's Addition, an addition to City of Denison, Grayson County, Texas, according to the plat thereof recorded in Volume 25, Page 59, Deed Records, Grayson County, Texas



Exhibit "B"
Site Plan



Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance approving a Conditional Use Permit (CUP) for property legally described as being, Block 46, Lots 14 thru 16, 68 X 120, 8, 160 Sq. Ft., of the OTP Denison Addition, an addition to the City of Denison, Grayson County, being commonly known as 130 W. Woodard, GCAD Property ID No. 143075, located within the Central Area (CA), Austin Avenue Overlay District (AO), and the Historic Overlay District (CH), for the operation of a Mobile Food Unit. (Case No. 2024-94CUP).

Staff Contact

Dianne York, Planning Manager
dyork@denisontx.gov
903-465-2720

Summary

- The applicant is requesting a Conditional Use Permit (CUP) in order to operate a Mobile Food Unit.
- The property is located at 130 W. Woodard Street, is zoned Central Area (CA) and falls within the Austin Avenue Overlay District (AO) and the Commercial Historic Overlay District (CH).

Staff Recommendation

Staff recommends approval of the Conditional Use Permit with the following conditions:

- A parking plan is provided to staff illustrating spaces and a driving aisle for the parking lot where the Mobile Food Unit will be situated.
- Each Mobile Food Unit must adhere to requirements listed within Chapter 15 – Article III.
- Each Mobile Food Unit must adhere to all Building and Fire Codes.

Recommended Motion

"I move to approve an Ordinance for a Conditional Use Permit to allow for the use of a Mobile Food Unit for property located at 130 W. Woodard Street with the following conditions:

- A parking plan is provided to staff illustrating spaces and a driving aisle for the parking lot where the Mobile Food Unit will be situated.
 - Each Mobile Food Unit must adhere to requirements listed within Chapter 15 – Article III.
 - Each Mobile Food Unit must adhere to all Building and Fire Codes."
-

Background Information and Analysis

The applicant is seeking approval of a Conditional Use Permit (CUP) to allow for the operation of a Mobile Food Unit for property located at 130 W. Woodard Street. A large parking lot is located on the south side of the site, and the applicant is proposing to allow for one (1) Mobile Food Unit within this parking lot. The type of Mobile Food Unit may change depending on the property owner's approval, however, only one (1) unit is allowed at any given time. Staff has received a preliminary site plan

detailing the location of the proposed Mobile Food Unit. However, this plan does not depict designated parking spaces or drive aisles. As a condition for approval, Staff is seeking a parking plan that depicts parking spaces and driving aisles. Given the adjacency to Austin Avenue, it is imperative that the allowance of the Mobile Food Unit does not cause any adverse traffic issues. Providing the parking plan will allow staff to best assist the applicant and ensure the safety of patrons and drivers.

Staff is asking that two additional conditions also be put in place for approval. The first condition is that each Mobile Food Unit must adhere to the requirements listed within Chapter 15 – Article III. Article III details permitting and disposal requirements in addition to other requirements for Mobile Food Units. It is imperative that each Mobile Food Unit allowed on this property comply with the standards listed within the Article prior to operation. The second condition staff is requesting is that each Mobile Food Unit must adhere to all applicable Building and Fire Codes. Electricity must be provided for the potential Mobile Food Units, and specific distances between the Mobile Food Unit and the existing structures must be met. Any preparation required for future Mobile Food Units must be appropriately permitted and inspected by the Building and Inspections Divisions. Additionally, any Fire Codes must be met in order for each Mobile Food Unit to obtain their Mobile Food Unit Permit.

Section 28.39.2.B.1. requires that a parking lot containing a Mobile Food Unit within the Central Area (CA) must contain a minimum of fifteen (15) parking spaces. The site located at 130 W. Woodard Street does not appear to meet this minimum requirement, however without a parking plan, staff cannot confirm this. If the parking lot falls short of the required parking space, adequate parking is provided along Woodard Street, and two (2) additional parking lots are located east of the property. The alley adjacent to the proposed site has been newly constructed as part of the D3 Project. This alley provides for safe and adequate pedestrian traffic from said parking lots to the proposed site.

City staff has reviewed each Conditional Use Permit Criteria outlined within the City Ordinance and listed below, before reaching its recommendation for approval.

Conditional Use Permit Criteria for Approval:

- 1. The proposed use at the specified location is consistent with the policies embodied in the adopted comprehensive plan;*

This location and use are compatible with the Comprehensive Plan.

- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;*

The proposed Conditional Use Permit use is compatible with uses found within the Central Area District, the Austin Avenue Overlay District, and the Commercial Historic Overlay District.

- 3. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhood and includes improvements either on site or within the public rights-of-way to mitigate development-related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;*

The proposed use is compatible with the integrity of nearby existing developments.

- 4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood.*

N/A

- 5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;*

Upon receiving an adequate parking plan for the site, Staff will be able to confirm that there are no traffic concerns.

- 6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed conditional use on adjacent properties; and*

N/A

- 7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.*

No variance is applied or needed.

Financial Considerations

N/A

Prior Board or Council Action

The Planning and Zoning Commission recommended approval of the proposed Conditional Use Permit (CUP) at their meeting held on January 14th, 2025.

Alternatives

The City Council may approve, approve with conditions, deny, or table the request.

Aerial of Subject Property



earnhartbuilt

JEJE Holdings, LLC

2903 S Woodlawn Blvd Denison, Texas 75020

September 3, 2024

Re: Conditional Use Permit

To whom it may concern,

We are proposing a food truck to come and go from our property located at 130 W Woodard, Denison TX.

Since there is an existing business at this location we will use their parking lot and traffic pattern. This food truck will sit on the east end of the parking lot so that it does not impact traffic in or out of the parking area.

Thank you,

JEJE Holdings, LLC

EarnhartBuilt, LLC

903-462-0014

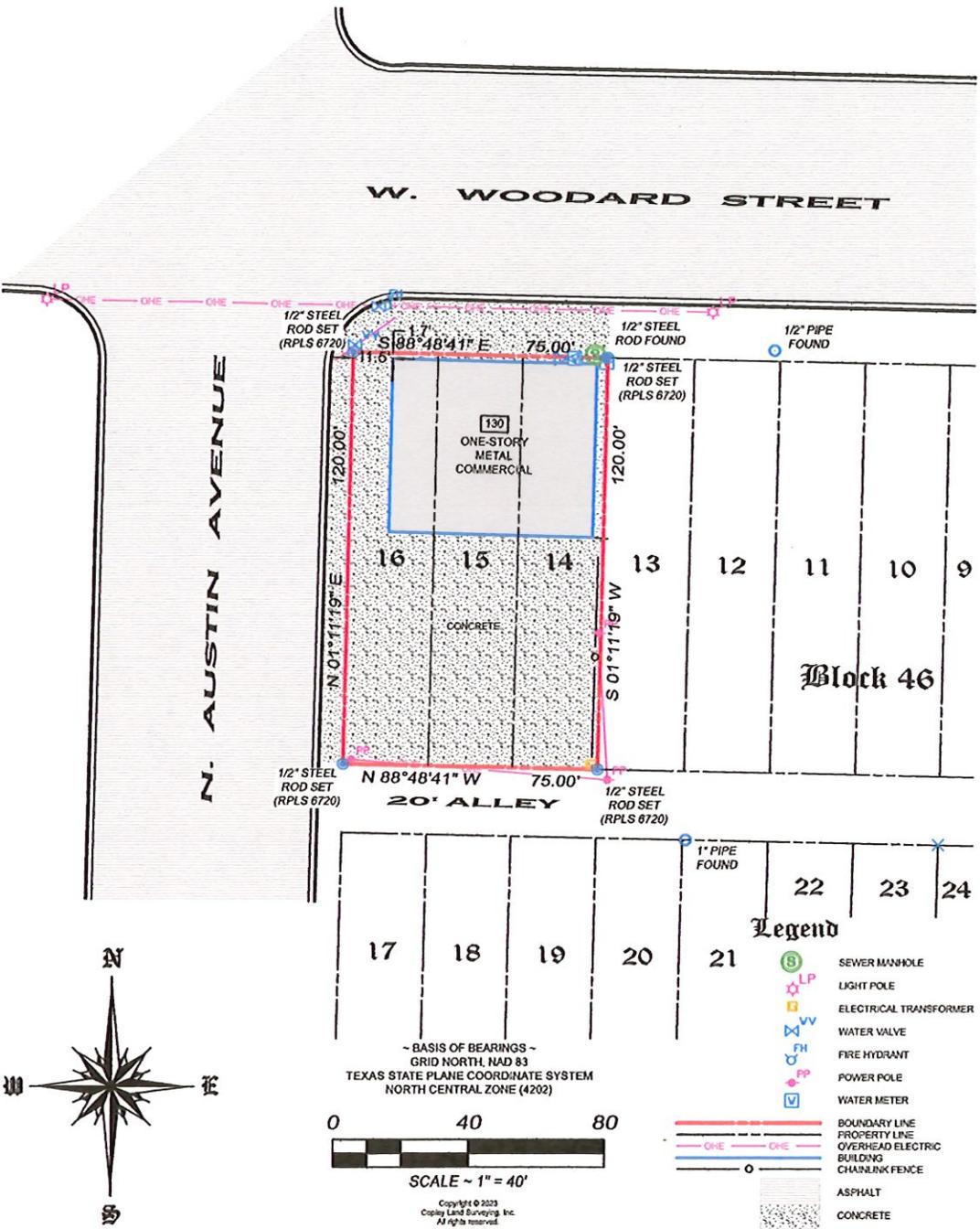
earnhartbuilt@gmail.com

W Woodard

N Austin Ave



Food Truck



I, John C. Copley, Registered Professional Land Surveyor do hereby certify that on the 1st day of November, 2023, a survey was made on the ground of the property shown hereon, described as Lots 14, 15 & 16, Block 46, ORIGINAL TOWN PLAT OF DENISON, TEXAS, as shown by plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

The building on said lot is known as 130 W. Woodard Street, Denison, Texas, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

John Copley
 John C. Copley
 Registered Professional
 Land Surveyor No. 6720
 Firm No. 10194429



 **Copley Land Surveying**
 5904 Texoma Parkway, Sherman, Texas 75090
 TX 903-415-0643
 john@copleylandsurveying.com



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF DENISON, TEXAS; PROVIDING FOR A CONDITIONAL USE PERMIT TO ALLOW FOR A MOBILE FOOD UNIT TO OPERATE ON THE PREMISES IN THE CENTRAL AREA DISTRICT, AND ALSO LOCATED IN THE COMMERCIAL HISTORIC OVERLAY DISTRICT AND IN THE AUSTIN AVENUE OVERLAY DISTRICT BEING LEGALLY DESCRIBED AS OTP DENISON, BLOCK 46, LOT 14 THRU 16, 68 X 120 (C) 8160 SQ FT, ACRES .1873 IN GRAYSON COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 130 W. WOODARD STREET, CITY OF DENISON, GRAYSON COUNTY, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Denison, Texas (hereinafter referred to as “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 the City (the “City Council”) adopted Chapter 28 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the “Zoning Ordinance”); and

WHEREAS, JEJE HOLDINGS LLC, (“Owner”) owns OTP DENISON, BLOCK 46, LOT 14 THRU 16, 68 X 120 (C) 8160 SQ FT, ACRES .1873, Grayson County, Texas, as described and depicted in **Exhibit “A”**, which is attached and incorporated as if fully set forth herein (the “Property”), and has made an application under the provisions of the Zoning Ordinance requesting a Conditional Use Permit to allow for a Mobile Food Unit to operate on the premises as depicted in **Exhibit “B”**, which is attached and incorporated as if fully set forth herein (the “Site Plan”), on the Property which is located in the Central Area District, and also located within the Commercial Historic Overlay District and the Austin Avenue Overlay District; and

WHEREAS, Owner has designated Jonathan Earnhart of JEJE Holdings, LLC to act in the capacity of Owner as agent for submittal, processing, representation, and/or presentation of the application, and as the principal contact person for responding to all requests for information; and

WHEREAS, the Comprehensive Zoning Ordinance of the City allows for the operation of a Mobile Food Unit in the Central Area District, that is also located within the Commercial Historic Overlay District and the Austin Avenue Overlay District with the grant of a Conditional Use Permit; and

WHEREAS, public hearings on said application having been held before the Planning and Zoning Commission and the City Council of the City of Denison (the “City Council”), after due

notice of the public hearings having been mailed and published in all respects as required by law on the property fully described in the body of this Ordinance; and

WHEREAS, the Planning and Zoning Commission has recommended approval of a Conditional Use Permit for an Accessory Dwelling for the Property; and

WHEREAS, the City Council has considered the evidence and testimony provided by all parties appearing before the City Council, in person and in writing, and the recommendation of the Planning and Zoning Commission relative to the proposed zoning change and has further considered all written approvals and protests, all as required by law; and

WHEREAS, the City Council has determined that the uses requested for the Property as requested in the Conditional Use Permit application and subject to the provisions of this Ordinance are compatible with surrounding properties and are appropriate for the location of the Property.

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

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. Zoning Map and Conditional Use Permit Approved. The zoning map of the City of Denison adopted by Section 28.3 of the Denison Code of Ordinances and on file in the office of the Planning Director is hereby amended to reflect the Conditional Use Permit is approved in the Central Area District on the Property as follows:

2.01. Permit Granted. A Conditional Use Permit (“CUP” or “Permit”) for the Property authorizing for a Mobile Food Unit to operate on the premises, is hereby approved.

2.02. Permit Conditions. The CUP and the use for which it is granted is subject to all Applicable Regulations (defined below) and to the following conditions:

A. Uses. The following use shall be permitted in accordance with the conditions of the CUP:

Mobile Food Unit shall be defined herein as a unit designed to be readily movable and from which food or beverages are prepared and offered for sale.

B. Applicable Regulations. In addition to the specific requirements set forth in this Ordinance, this CUP shall be subject to all ordinances and regulations of the City applicable to the Property, including without limitation the Comprehensive Zoning Ordinance and those regulations governing the mobile food vendors, mobile food units, the Central Area District, the Commercial Historic Overlay District, and the Austin Avenue Overlay District (“Applicable Regulations”). The CUP granted by this Ordinance shall control in cases of conflict between this Ordinance and/or the Comprehensive Zoning Ordinance.

C. Additional Conditions.

- a. A parking plan is provided to staff illustrating parking spaces and driving aisles for the parking lot where the Mobile Food Unit will be situated.
- b. Each Mobile Food Unit must adhere to requirements listed within Chapter 15 – Article III.
- c. Each Mobile Food Unit must adhere to all Building and Fire Codes.

Section 3. Failure to Comply/Expiration/Transferable. All terms of this CUP shall be complied with prior to issuance of a certificate of occupancy. This CUP shall be declared null and void and of no force and effect and shall discontinue if or for any one or more of the following:

- A. Any failure to comply with any term or condition of this Ordinance or the applicable regulations, as they exist or may be amended; or
- B. Any improvements, the Property, uses or structures regulated by this CUP are enlarged, modified, structurally altered or otherwise significantly changed unless a separate conditional use permit or other required authorization is granted therefor; or
- C. A building permit for the construction of any new structure for which a use is authorized hereunder has not been approved within one (1) year of the date of approval of this Ordinance; or
- D. A certificate of occupancy for any existing structure for which a use authorized by this Ordinance is not applied for and issued within one hundred and eighty (180) days from the effective date of this Ordinance; or
- E. A use for which this CUP is granted ceases to operate for a continuous period of one hundred eighty (180) calendar days; or
- F. A structure for which this CUP is granted remains vacant for a continuous period of one hundred eighty (180) calendar days; or
- G. This CUP was obtained by fraud or deception or through omission of facts that would substantially change the likelihood of approval of this CUP; or
- H. As otherwise permitted by law, this Ordinance and/or the City’s Zoning Ordinance, as they exist or may be amended, including without limitation the requirements of Section 28.9 “Nonconforming Uses and Structures”.

Commented [AH1]: Is a CO required for the Mobile Food Unit? If not, then take out.

Section 4. 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 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. 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 6. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Denison's Zoning Ordinance Chapter 28, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Denison from filing suit to enjoin the violation. Denison retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 7. Publication and Effective Date. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

AND IT IS SO ORDERED.

On motion by Councilmember _____, seconded by Councilmember _____, the above and foregoing Ordinance was passed and approved by the following vote:

Ayes:

Abstentions:

Nays:

At regular meeting October 21, 2024.

Robert Crawley, MAYOR

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT "A"
Property Description and Depiction

BEING OTP DENISON, BLOCK 46, LOT 14 THRU 16, 68 X 120 (C) 8160 SQ FT, ACRES .1873 IN GRAYSON COUNTY, TEXAS, MORE COMMONLY REFERRED TO AS 130 W. WOODARD STREET.

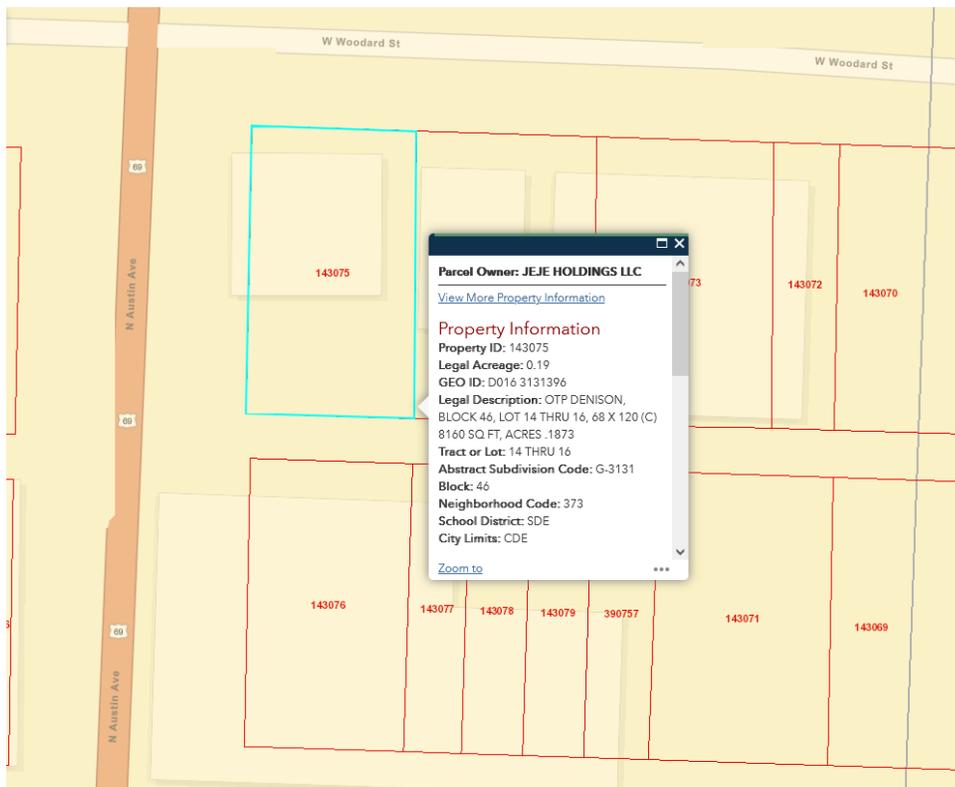


Exhibit "B"
Site Plan

W Woodard



City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on awarding a bid and entering into a contract with GDC Industrial (Contract No. 2025-001) in the amount of \$2,229,076.47 for Project No. 24113 - Generators and Electrical Improvements, and authorize the Interim City Manager to execute the same.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@denisontx.gov

903-465-2720 x 2085

Summary

- The City opened bids for Project No. 24113 Generators and Electrical Improvements on December 12, 2024. Two bids were received.
- After review by the project engineer, GDC Industrial was determined to have the lowest qualified bid.
- The project will automate the back-up power generator at the Lake Randell Raw Water Pump Station and install a City-purchased back-up power generator at City Hall.

Staff Recommendation

Staff recommends awarding the bid and entering into a contract.

Recommended Motion

“I move to award the bid and approve entering into a contract with GDC Industrial (Contract No. 2025-001) in the amount of \$2,229,076.47 for Project No. 24113 - Generators and Electrical Improvements, and authorize the Interim City Manager to execute the same, subject to final legal review and approval.”

Background Information and Analysis

The Generators and Electrical Improvements project started in 2022. The generator at the Parkdale elevated storage tank is fully functional, and the generator at the Lake Randell Raw Water Pump Station (RWPS) is manually functional. Under this contract, GDC Industrial will add an automatic transfer switch to the RWPS generator and will install a City-purchased back-up power generator at City Hall.

The project was publicly bid in November 2024 with bids opened at City Hall on December 12, 2024. Two bids were received and after review by the project engineer, Plummer Associates, GDC Industrial was determined to have the lowest qualified bid. The contractor will have 180 days to reach substantial completion of the City Hall generator, and 360 days at the Lake Randell RWPS. The longer construction timeline is due to long material lead times.

Financial Considerations

This project has been funded in the Utility CIP.

Prior Board or Council Action

None

Alternatives

Council may table the item or reject the bids received and direct staff to rebid the project.

24113 - Generators and Electrical Improvements - City Hall and RWPS

Bid Open

4pm, December 12, 2024, City Council Chambers

No.	Name	City/State	Addenda Acknowledgement
1	GDC Industrial	Tyler, TX	1, 2
2	Archer Western	Irving, TX	1,2

END OF BIDS

Bid Bond	Conflict of Interest Questionnaire	Base Bid	Adders?
Yes	Yes	\$ 2,229,076.47	n/a
Yes	Yes	\$ 2,699,600.00	n/a



PLUMMER

0443-083-01

January 13, 2025

Mr. Ronnie Bates
Director of Public Works
City of Denison
300 W Main St
Denison, TX 75020

Re: City of Denison
Generator and Electrical Improvements
Recommendation of Award

Dear Mr. Bates:

On Wednesday, December 12, 2024, two bids from general contractors were received, opened, and publicly read at City Hall in Denison, Texas for the above referenced project. The bids are summarized as follows:

	Contractor	Total Base Bid
1.	GDC Industrial, Inc	\$2,229,076.47
2.	Archer Western Construction, LLC	\$2,699,600.00

GDC Industrial, Inc. was the apparent low bidder with a total bid of \$2,229,076.47. Plummer Associates, Inc. did verify that everything submitted was in accordance with the specifications.

We contacted a total of three references provided by GDC Industrial, Inc. in regards to completed and ongoing electrical and mechanical projects. All references provided positive responses for the contractor's performance. Based on the total bid amount, information submitted by GDC Industrial, Inc., positive references, and an introduction meeting, we recommend the City of Denison award this contract to GDC Industrial, Inc. for the total bid amount of \$2,229,076.47.

Mr. Ronnie Bates
January 13, 2025
Page Two

If you have any questions concerning these bids or our recommendation, please contact me directly at 913-972-8402. We look forward to working with you during construction of this project.

Sincerely,

PLUMMER ASSOCIATES, INC.

A handwritten signature in black ink, appearing to be 'ZB', with a long horizontal stroke extending to the right.

Zachary Bolen, P.E.
Project Manager



**SECTION 00 52 13
AGREEMENT**

THIS AGREEMENT is between the City of Denison, Texas ("OWNER") and _____
("CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth, agree as follows:

ARTICLE 1 – WORK

1.1 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. The Project consists of the generator installation and electrical improvements at Lake Randell Raw Water Pump Station and City Hall

ARTICLE 2 – THE PROJECT

2.1 The Project for which the Work under the Contract Documents may be whole or only a part is generally described as follows:

City of Denison, Texas
Generator Installation and Electrical Improvements

ARTICLE 3 – ENGINEER

3.1 The Project has been designed by:

Plummer Associates, Inc.
1320 South University Drive, Suite 300
Fort Worth, Texas 76107

ENGINEER, who is to act as Owner's Representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TERMS

4.1 Time of Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.2 Dates for Substantial Completion and Final Payment

- A. The Work shall be substantially complete within the following amount of days from the date when the Contract Time commences to run. All Work shall be completed and ready for final payment within 30 days of substantial completion.

a. City Hall Substantial Completion: 180 Days
b. Randell Pump Station Substantial Completion: 360 Days

4.3 Liquidated Damages

- A. CONTRACTOR and OWNER recognize time is of the essence of this Agreement and that Work will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.2 above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognized the delays, expense, and difficulties involved in pricing in a legal or arbitration preceding the actual loss suffered by OWNER if Work is not completed on time.
- B. Accordingly, instead of requiring such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (not a penalty), CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in Paragraph 4.2 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER \$500 for each day that expires after the time specified in Paragraph 4.2 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the General Conditions in current funds for all Work, at the prices stated in Contractor's Bid, attached as Exhibit A.

ARTICLE 6 – PAYMENT PROCEDURES

6.1 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. ENGINEER will process applications for Payment as provided in the General Conditions.

6.2 Progress Payments; Retainage

- A. OWNER shall make progress payments on the account of the Contract Price on the basis of Contractor's Application for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.2.A.1 and 6.2.A.2 below. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided in the General Requirements:
 - 1. Prior to Project Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with the General Conditions:
 - a. ninety-five percent (95%) of Work completed (with the balance being retainage); and

- b. ninety-five percent (95%) of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 2. Upon Substantial Completion, less such amounts as ENGINEER shall determine in accordance with the General Conditions and less one hundred percent (100%) of ENGINEER'S estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. Also, if the Work is substantially complete and if OWNER finds the amount retained to be in excess of the amount adequate for the protection of the OWNER, at OWNER'S discretion, he may release to the CONTRACTOR all or a portion of the excess amount.
- 4. At any time the Work falls behind schedule; an additional five (5) percent retainage shall be retained. The additional five (5) percent retainage shall be deposited in an interest bearing account and the interest earned paid to the CONTRACTOR along with final payment.

6.3 Final Payment.

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 7 – INTEREST

- 7.1 The OWNER is not obligated to pay interest on moneys not paid except as provided in Texas Government Code Chapter 2252.032
-

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.2 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site, which may affect cost, progress, or performance of the Work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
 - E. CONTRACTOR does not consider that any further examinations, investigations,

explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, with the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

- F. CONTRACTOR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, tests, studies, and data with the contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 Contents

- A. The Contract Documents consist of the following:
 - 1. Invitation to Bid (pages 00 11 16-1 to 00 11 16-2, inclusive);
 - 2. Instructions to Bidders (pages 00 21 13-1 to 00 21 13-10, inclusive);
 - 3. This Agreement (pages 00520-1 to 00520-6 inclusive);
 - 4. Performance Bond (pages 00610-1 to 00610-2, inclusive);
 - 5. Payment Bond (pages 00615-1 to 00615-2, inclusive);
 - 6. Insurance Certificates
 - 7. Contractor Compliance to Texas Sales Code (page 00635-1)
 - 8. General Provisions
 - 9. Special Provisions
 - 10. Specifications as listed in Table of Contents Divisions 01 to 46;
 - 11. Drawings
 - 12. Addenda
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Proposal
 - b. Documentation submitted by Contractor prior to Notice of Award
- B. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1. Notice to Proceed
 - 2. Written Amendments(s)
 - 3. Change Order(s)
 - 4. Field Order(s)
 - 5. Work Change Directive(s)
 - 6. Engineers Written Interpretations(s)

- C. Attached the documents listed in Paragraph 9.1.A to this Agreement (except as expressly noted other wise above).
- D. There are no Contract Documents other than those listed above in Article 9.
- E. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.1 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.2 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under Law or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provisions that comes as close as possible to expressing the intention of the stricken provision.

10.5 Venue

A. Bidder agrees that venue shall lie exclusively in Grayson County, Texas for any legal action.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, 2024 (which is the Effective Date of the Agreement)

OWNER:

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other document authorizing execution of Agreement)

CONTRACTOR:

 _____

By: DANNY JOHNSON

Title: PROJECT MANAGER

[CORPORATE SEAL]

Attest: Dana Reeder

Title: Director Finance/Business

Address for giving notices:

1320 N Hillcrest Dr
Sulphur Springs TX 75483

License No: # 27807
(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign)

Denison, TX

Pavement Management Report

October 2024



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APPENDED REPORTS Following Page 40

Appendix A Street Inventory and Condition Summary by Segment

Appendix B 5-Year Rehab Plan

Appendix C Full-size Maps

APPENDED MAPS

Functional Classification

Current Pavement condition index (PCI)

5 Year Rehabilitation Plan: \$800k Annual Budget

5 Year Post Rehabilitation PCI: \$800k Annual Budget

1.0 EXECUTIVE SUMMARY

1.1 Project and Methods Overview

In March of 2024, IMS Infrastructure Management Services, LP (IMS) utilized a cutting-edge Integrated Road Information System (IRISpro Pave) (**Figure 1**) to capture continuous, high-resolution pavement images that were used to assess pavement cracking, rutting, and roughness on 183 centerline miles of predominantly asphalt roadways in Denison, TX (City). IMS followed the American Society for Testing and Materials (ASTM) D6433 standard to analyze the images and distress data collected by the IRISpro to determine the Pavement Condition Index (PCI) for each segment of the road. PCI values were recorded to provide an indication of the surface conditions and structural integrity of a pavement.

Using the Easy Street Analysis (ESA) pavement management system, IMS developed multi-year pavement maintenance and rehabilitation (M&R) recommendations for the roadways surveyed. The recommendations consider the severity, quantity, and type of pavement distresses, surface type, pavement strength and functional class. By utilizing these recommendations, the City can make informed decisions on how best to allocate their resources to ensure the longevity and safety of their roadways.



Figure 1 - IMS Integrated Road Information System platform (IRISPro Pave)

The PCI method was used in accordance with the ASTM D6433 standards to assess the condition of the City's pavements. This method is considered an objective and repeatable approach to assess pavement condition, which is preferable to alternative methods that rely upon potentially biased human ratings. Based on the PCI results, ESA prioritizes funding using a cost-of-deferral approach, recommending M&R activities that optimize funding by selecting rehabilitation candidates only when they approach the critical point where a heavier maintenance activity will soon be needed to restore the roadway to full service.

The analysis and data presented in this report are based on the inspections performed by IMS in March 2024 on the City's pavement network, using available work history and other assumptions that are elaborated on later in this report. Roadways that were rehabilitated or reconstructed after the field inspection was performed were assigned a PCI value of 94. All other segments were deteriorated using the defined pavement deterioration models to reflect the conditions of the roadways at the time of analysis, October 2024.

1.2 Results Overview and Recommendations

PCI values provide an indication of the surface conditions and structural integrity of a pavement. The 0–100 PCI range is commonly divided into categories using descriptive terms: *Very Poor*, *Poor*, *Marginal*, *Fair*, *Good*, *Very Good*, and *Excellent*. Divisions between the terms are not fixed but are meant to reflect common perceptions of pavement conditions. These divisions are discussed in more detail in Section 3.0.

The City's roadways were generally found to be in *Fair* condition **with an average PCI of 54**. **Figure 2** provides a visual breakdown of the distribution of pavement area across different PCI categories at the time of analysis. Approximately 29% of the City's roadways were found to be in *Excellent* or *Very Good* condition. If structurally sound, these pavements are often suitable candidates for cost-effective preventive maintenance treatments. On the other hand, pavements with a PCI below 40 (i.e., pavements in *Poor* or *Very Poor* condition) comprise the City's "backlog" of M&R. The **City's backlog was found to be 32%**. These pavements typically require full or partial reconstruction. Pavements falling within the middle categories, such as *Fair* or *Marginal* condition, often benefit from mill and overlay projects. It's important to note that these are general recommendations, and the specific M&R strategy may vary based on factors such as distress types, soil conditions, structural adequacy, and other project-specific details.

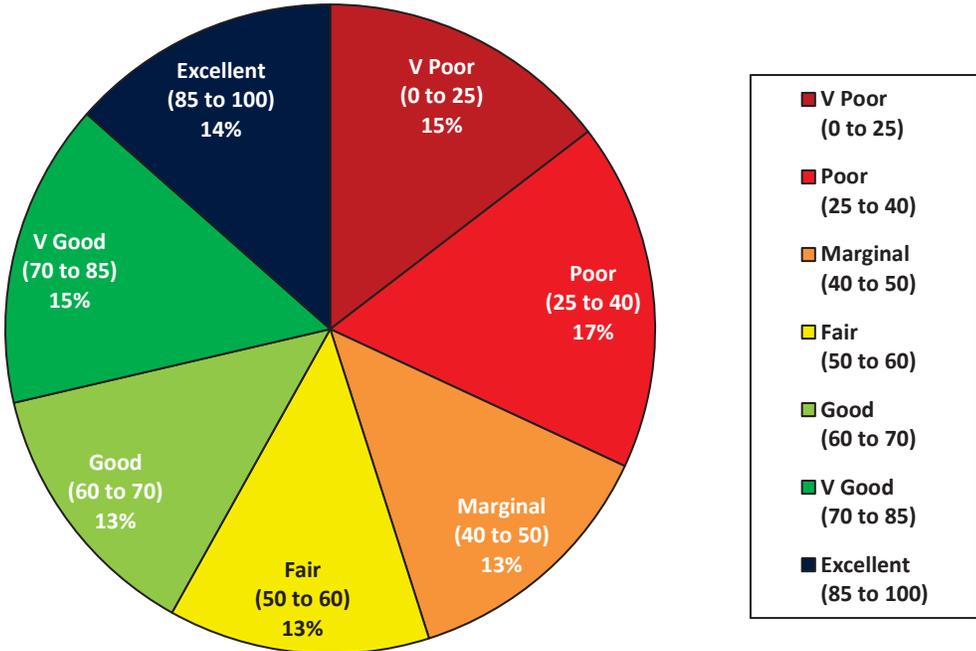


Figure 2 - Distribution of the City's Pavement System on a Condition Scale

The analysis conducted by IMS using the ESA pavement management system has provided the City with valuable insights into the condition of its roadways. To assess the effect of annual budget on PCI over a five-year period, **Figure 3** has been generated to depict the anticipated PCI in five years relative to different annual budget allocations. The blue line allows the user to assess the effect of a given annual budget on the PCI in five years, serving as a valuable tool for understanding the potential effects of budget decisions on future pavement conditions.

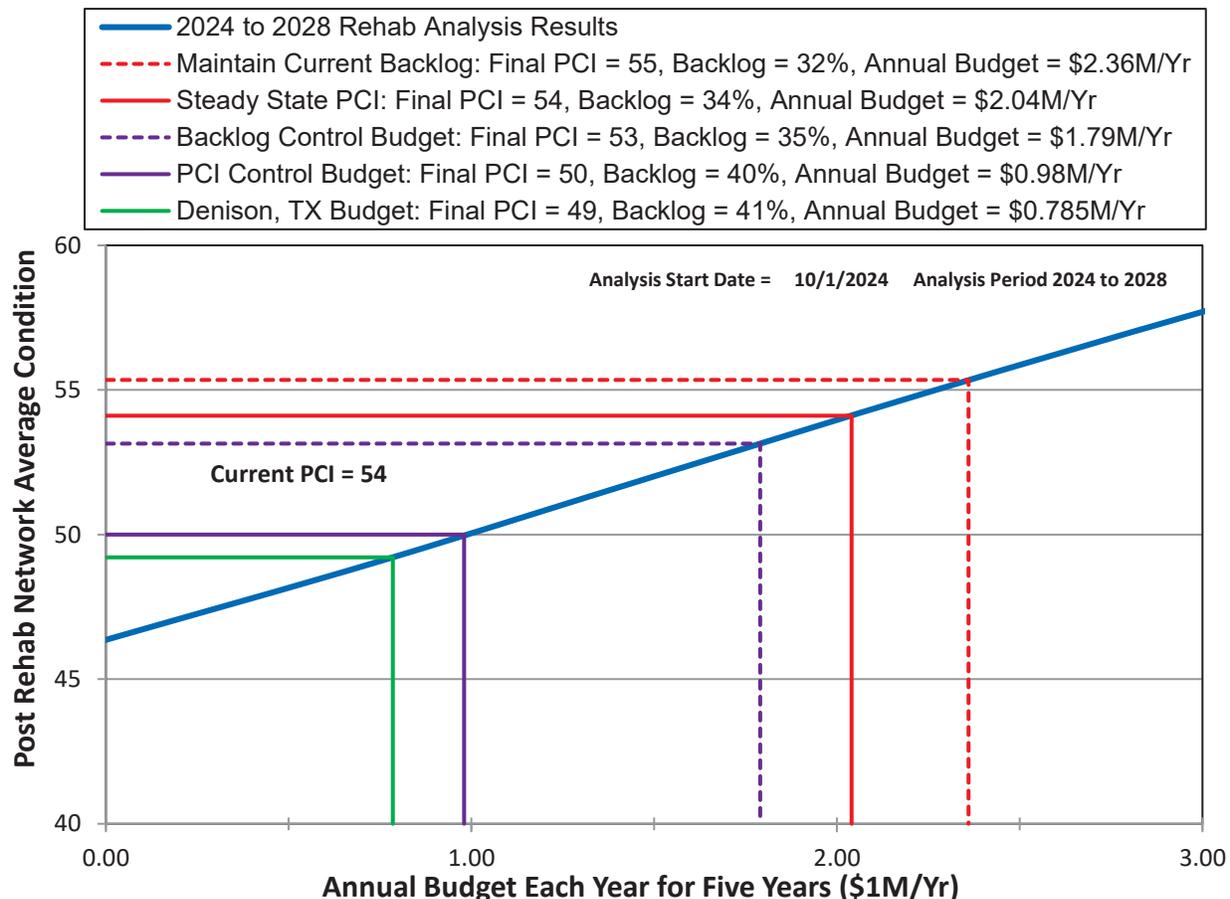


Figure 3 - PCI Based on Five-Year Annual Budget Funding Models

It is important to note that the information presented in the Executive Summary is condensed from various sections of this report. Reviewers are encouraged to familiarize themselves with the detailed information provided in subsequent sections of the report prior to making any specific decisions based on these results. This will ensure that decisions regarding M&R activities are based on a comprehensive understanding of the conditions of the roadways and the recommendations provided in the report.