



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Monday, February 03, 2025

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on **Monday, February 3, 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 21, 2025.
- B. Receive a report, hold a discussion and take action on an ordinance calling a General Election to be held jointly with the School District sharing polling locations only, on Saturday May 3, 2025, for the purpose of electing a Council Member for Single Member District 4, Place 4, and Place 6, At-Large, each to serve a three-year term.
- C. Receive a report, hold a discussion and take action on entering into Joint Election Agreements with Denison Independent School District (Contract No. 2025-0014) and the Grayson County Elections Administration (Contract No. 2025-0015) for the May 3, 2025, General Election and authorize the Interim City Manager to execute the same.
- D. Receive a report, hold a discussion and take action on a Resolution adopting guidelines for an amnesty program prior to the 2025 Warrant Round Up.
- E. Receive a report, hold a discussion, and take action on a Resolution calling a public hearing pursuant to the Requirement of Section 13-165 (c) of the Code of Ordinances of the City of Denison for the purposes of receiving the report of demolition of the property situated at 116 N. Lynn, Denison, Texas.

- F. Receive a report and hold a discussion, and take action on Contract No. 2025-0010, a Professional Services Agreement with Geo-Tex Engineering for geotechnical engineering services for City projects in an amount not to exceed \$250,000 and authorize the Interim City Manager to execute all related documents. .
- G. Receive a report, hold a discussion and take action on Contract No. 2025-0012, a Professional Services Agreement with Kimley-Horn Engineering in an amount not to exceed \$350,000 for 2025 on-call engineering services, and authorize the Interim City Manager to execute all related documents.
- H. Receive a report, hold a discussion and take action on entering into purchase contracts (Contract Nos. 2025-0006 and 2025-0016) with ODP Business Solutions to furnish the Visitor's Center at 321 W Main Street in the total amount of \$141,326.27 and authorize the Interim City Manager to execute all associated documents.
- I. Receive a report, hold a discussion, and take action on approving \$100,000, as budgeted, for the City's match for the Texas General Land Office Resilient Communities Grant.
- J. Receive a report, hold a discussion and take action on a Resolution authorizing continued participation with the Steering Committee of Cities Served by Oncor and authorizing the payment of eleven cents (\$0.11) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.
- K. Receive a report, hold a discussion and take action on the appointment of Jackie Melancon to Place No. 7 on the Texoma Community Center Board of Trustees to serve the remainder of an unexpired two-year term, effective upon appointment to August 31, 2026.
- L. Receive a report, hold a discussion and take action on a resolution authorizing the Interim City Manager to make applications for the FY 2025 ALERRT Travel Assistance Grant Program (Grant No. 5383701) by and between the Office of the Governor Public Safety Office and the City of Denison.
- M. Receive a report, hold a discussion and take action on a resolution authorizing the Interim City Manager to make applications for the FY 2026 Body Worn Camera Grant Program (Grant No. 5439401) by and between the Office of the Governor Public Safety Office and the City of Denison.
- N. Receive a report, hold a discussion and take action on a resolution authorizing the Interim City Manager to make application for the FY 2026 State and Local Cybersecurity Grant Program – Assessment and Evaluation (Grant No. 5444001) by and between the Office of the Governor Public Safety Office and the City of Denison.
- O. Receive a report, hold a discussion and take action on a resolution authorizing the Interim City Manager to make applications for the FY 2026 State and Local Cybersecurity Grant Program – Governance and Planning (Grant No. 5444101) by and between the Office of the Governor Public Safety Office and the City of Denison.
- P. Receive a report, hold a discussion and take action on a resolution authorizing the Interim City Manager to make applications for the FY 2026 State and Local Cybersecurity Grant

Program – Workforce Development (Grant No. 5444301) by and between the Office of the Governor Public Safety Office and the City of Denison.

4. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion, and take action on authorizing Quarter 1 amendments to the FY2025 operating budget.
- B. Receive a report hold a discussion and take action on Contract # 2024-0163 with RJN Engineering for Phase 2 of the Lead Service Line inventory.

5. PROJECT UPDATES

- A. Receive a report and hold a discussion regarding the CDBG 5 Year Consolidated Plan.
- B. Receive a report and hold a discussion regarding the complete re-write of Chapter 19 - Signs of the City of Denison Code of Ordinances.

6. EXECUTIVE SESSION

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

- A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.
- B. Discuss the possible purchase, exchange, lease or sale value of real property (public discussion of such would not be in the best interests of the City's bargaining position). Section 551.072.
- C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.
- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.
- 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 31st day of January 2025, before 6:00 PM.

Christine Wallentine, City Clerk

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



**CITY OF DENISON
CITY COUNCIL MEETING
MINUTES**

Tuesday, January 21, 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, Josh Massey, and Aaron Thomas. Council Members Spence Redwine and James Thorne were absent. Staff present were Interim City Manager, Bobby Atteberry, Assistant City Manager, Renee Waggoner, City Attorney, Julie Fort, City Clerk, Christine Wallentine, and Deputy City Clerk, Karen Avery. Department Directors were also present.

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Gene Amerson, Pastor of New Beginning Fellowship, gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by City Clerk, Christine Wallentine.

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 were no Request to Speak Cards received by this point in the meeting. Therefore, no public comments were received.

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.

Council Action

On motion by Mayor Pro Tem Adams, seconded by Council Member Thomas, the City Council unanimously approved **Resolution No. 4184**, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, 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."; **Ordinance No 5372**, "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"; 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 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).

Council Action

Dianne York, Planner, presented this agenda item. Ms. York stated the Applicant is requesting a Conditional Use Permit (CUP) for 4000 Texoma Parkway. The subject property is zoned Commercial (C) and per Section 28.49 of the Use Regulation Chart, the use of Office Warehouse does require the approval of a Conditional Use Permit. 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 onsite. The site is currently under construction with a formal site plan having been approved by the Planning staff in February of 2024. The subject property is adjacent to Texoma Parkway (SH 91) and the parking lot is being constructed to provide adequate vehicular circulation and staff does not anticipate any adverse traffic effects. The Applicant is proposing the hours of operation be from 9 a.m. to 3 p.m., Monday through Friday. The Applicant states 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, but also hand delivery of goods to milling sites by staff. The Future Land Use Plan depicts this area to be developed in a "Mixed Commercial" manner. The use of Office Warehouse is consistent with the designation of "Mixed Commercial." Ms. York stated staff is not seeking any additional conditions to be placed on this permit given it is a new development, and the hours of operation are consistent with other commercial sites (and they are adjacent to commercial). Staff recommends approval of this request, and the Planning and Zoning Commission recommended approval of the request at their meeting held on January 14, 2025.

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

Council Member Massey asked if this property is adjacent to the maintenance yard for the school buses, to which Ms. York responded in the affirmative. Council Member Massey stated he is curious if the setback on the property boundary is set back further than the adjacent properties as it looks like there is a slope. Ms. York stated it is possible it is set back further. She stated that she is unaware of what development standards came into play when this was constructed. Ms. York stated the site to the north required a formal site plan to be submitted to staff, so it would have adhered to whatever the development standards are for the Commercial zoning district with the front yard being adjacent to Texoma Parkway.

There was no further discussion or questions from the Council.

On motion by Council Member Massey, seconded by Council Member Thomas, the City Council unanimously approved Ordinance No. 5373, “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.”

- 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)

Council Action

Dianne York, Planner, stated the Applicant is requesting a Conditional Use Permit (CUP) in order to operate an automotive repair shop. This property is located at 917 S. Armstrong Avenue. The property is zoned Commercial (C) and therefore, per Section 28.49, requires an approved Conditional Use Permit prior to operating. The site has been developed in a manner that supports auto repair use or an auto dealership use. This site had a previously approved Conditional Use Permit for this use (approved by City Council on January 18, 2022), however, that use has since lapsed, creating the requirement for the request to be reapproved. 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 previous Conditional Use Permit basically had the same requirements - one with the screening fence. It was stated within that Conditional Use Permit that inoperable vehicles or vehicles awaiting repair (i.e., significant repairs, not just an oil change or tire rotation) be screened, however, they were not. Ms. York stated that staff is hoping to mitigate – or be clearer – in the requirements for this Conditional Use Permit, if Council deems it necessary. The Applicant is proposing the hours of operation to consist of 8 a.m. to 5 p.m. Monday through Friday, with additional hours of 8 a.m. to 3 p.m. on Saturday. During the Planning and Zoning Commission Meeting on January 14, 2025, the Commission did wish to impose a condition that hours be from 8 a.m. to 3 p.m. Monday through Saturday. The Future Land Use Plan designates the subject area to be developed in a “Mixed Commercial” manner and automotive repair is consistent with a “Mixed Commercial” manner. Staff recommended approval of this request with the presented conditions and the Planning and Zoning Commission recommended approval of the request at their meeting held on January 14, 2025, with the presented conditions and an additional condition of operating hours of 8 a.m. to 3 p.m. on Saturday.

Council Member Thomas asked why the Planning and Zoning Commission imposed operating hours of 8 a.m. to 3 p.m. Monday through Saturday. Mary Tate, Director of Development, clarified that the hours the Commission wished to impose were 8 a.m. to 5 p.m. Monday through Friday and 8 a.m. to 3 p.m. on Saturday. Council Member Massey asked if there were screen wall options that would allow for the storage of vehicles in “triage.” He stated that he is thinking of B and B Automotive on the west side of Hwy 75 and wondering if there were something that would allow a person to take their vehicle to the shop – even though it may be several days before they get to it – but they can store it there and get in line for the work. Ms. York stated the existing fence at the shop is wood and the wood does deter from the ordinance a little bit, but something of that nature - screening for vehicles awaiting significant repairs – would be approved by staff. Council Member Massey confirmed it would be a visual screen and preferably not a corrugated metal screen like they see in metal yards. Ms. York confirmed that was correct, noting she would prefer to see a fence rather than cars.

Mayor Crawley then asked if there was anyone present who wished to speak to this agenda item.

Mr. Zafir Tantum came forward and provided the following information for the record:

Name: Mr. Zafir Tantom, Mariposa Realty, Inc.

Address: 1029 Northwest Hwy., 263
Garland, TX 75041

Council Member Massey inquired if the Applicant intended to erect other structures on the property in a future phase of ownership. Applicant, Mr. Zafir Tantom, Mariposa Realty, Inc., stated he acquired this property only five months ago and there were issues before with the previous owner or tenant. He stated the wooden fence is already there and will hide the vehicles. There is no plan to have vehicles sitting on the lot for weeks while they are awaiting repairs and nothing will be open (i.e., hood or bumpers hanging off the cars, etc.). Council Member Massey asked staff if they approve the use of the existing fence as a screen wall. Ms. York replied if it fits his needs and if there is no open storage, then staff approves of it. Mr. Tantom stated there is no plan to have open storage so this should be sufficient. He stated that as far as placing a few cars there, they will not be visible while awaiting repairs or parts. Council Member Massey stated part of the Council's mandate is to beautify the access to Downtown. He notes that several million dollars are spent every year on beautification by private or public funds. Mr. Massey added that as we have seen in cities to our south, if you don't have access to the downtown area, you start having a dead downtown. Mr. Massey drives by this building every day on his way Downtown and is appreciative of the nature of the businesses Applicant is bringing because it will provide a service that he can use for his vehicles; however, he does not want it to detract from the purpose of the Council – which is to make our City continue to be beautified, especially on the inbound tour of the heart of our City. Mr. Tantom stated he understands Council Member Massey's concerns and has no intention of continuing with the previous tenant and has already made some changes and says he will stand behind it as far as cleanliness and operations being the way Council wants.

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

Council Member Massey inquired of City Attorney, Julie Fort, about the third bullet in the recommended motion, which states "Open storage of materials, immobile vehicles, or vehicles awaiting repair shall be prohibited." He asked Ms. Fort if the ability to view through fencing material is the manner in which "open" is defined in this case. Ms. Fort stated no, she believes that open would be outside of the screened area where cars or material are visible (i.e., stacking tires in the front, etc.). She stated it would be outside of the building and outside of the screen wall.

There was no further discussion or questions from the Council.

On motion by Council Member Massey, seconded by Mayor Pro Tem Adams, the City Council unanimously approved Ordinance No. 5374, "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” with the following conditions:

- Landscaping planters be placed at the main structure’s entrance to satisfy landscaping requirements.
 - The carport on the site shall be removed.
 - Open storage of materials, immobile vehicles, or vehicles awaiting repair shall be prohibited.
 - Business hours of operation will be 8 a.m. to 5 p.m. Monday through Friday and 8 a.m. to 3 p.m. Saturday.
- 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).

Council Action

Dianne York, Planner, presented this agenda item. Per Section 28.49, Mobile Food Units located within the Central Area (CA) zoning district require a Conditional Use Permit. 130 W. Woodard Street is home to Driggs Liquor and there is a large parking lot located on the south side of the site. The Applicant is proposing to allow for one 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 requesting 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 with depicted parking spaces, staff cannot confirm this. However, 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. Ms. York clarified that while that requirement exists with the ordinance, staff is more concerned about how the Mobile Food Unit could impact the private parking lot. She stated that it is not so much that there is not enough parking, it's if someone pulls in and there are already people parking there, what will that do to the traffic trying to enter in and out of the parking lot. She stated that it is not so much that staff are looking for parking spaces to be mitigated. Ms. York stated that staff are requesting that two additional conditions be placed for approval, in addition to the parking plan. Staff recommends approval of the Conditional Use Permit with the following conditions: 1) Each Mobile Food Unit must adhere to requirements listed within Chapter 15 – Article III. Article III of this chapter details permitting and disposal requirements. In addition to other standards for Mobile Food Units, it is imperative that each Mobile Food Unit allowed on this property comply with the standards listed within Chapter 15 – Article III, prior to operation; and 2) Each Mobile Food Unit must adhere to all Building and Fire Codes. Electricity must be provided for the potential Mobile Food Units and there are specific distances that are required, per the Fire Code, for these Mobile Food Units between the unit and existing structures. Any preparation required for the future Mobile Food Unit must be appropriately permitted and inspected by the Building and Inspections Division. And additionally, any fire codes must be met in order for each Mobile Food Unit to ultimately obtain the Mobile Food Unit permit. Ms. York stated that the Planning and Zoning Commission recommended approval of the request at their meeting held on January 14, 2025.

In response to Mayor Pro Tem Adams' inquiry, Ms. York confirmed that the alley would not be utilized for parking. Council Member Massey inquired if the applicant would be able to count the common spaces that are on the north end of the building on Woodard Street. Ms. York stated that the Central Area Zoning District does not have any parking requirements, given that it is a Downtown area, as well as the adequate number of parking lots that are available and on street parking. She stated that the anomaly is that requirement for Mobile Food Units, but there is adequate parking on Woodard Street, as

well as the many parking lots that are around there. Ms. York stated that the reason she mentioned the ones to the east is that it does provide that safe pedestrian traffic way through the alley. Council Member Massey stated the City has standards for parking for properties for specific uses all over the City and commercial, retail, and restaurants all have a per 1000 square footage requirement and then that is waived in the Central District because it is impossible in historic properties. He inquired as to why we are standing on that principle here in this case – is it because the applicant does have a parking lot so now, he is not obligated to meet a certain standard or is it to keep parking from gobbling up what is retail space adjacent to it. Ms. York stated that she believes the intent behind the requirement for those 15 spaces is to not take away from any available parking for our Downtown patrons. She stated that if this Mobile Food Unit was located in one of those eastern parking lots that are advertised as public parking, it may become a nuisance or an issue for those that are visiting Downtown. This is a private parking lot, and it does not take away from that public parking aspect and therefore staff did not feel it was necessary to impose that minimum of 15 parking spaces. Council Member Massey stated that he takes umbrage with that because our Downtown has a common parking system and our business owners all harness the value of that. He further stated that our specific objective as business incentivizers is to create foot traffic that have transactional relationships with the businesses who invest in our City and food happens to be a tether between a retail transaction and a second retail transaction, so the farther we can spread our food consumption footprint, block by block, from east to west, first, is the way that towns like ours come back to life and then north to south is the way that we have achieved sort of a max density on the east to west footprint. Those same people who are going to complain about lost parking spaces are the ones who count on the restaurants to hold the transactional interest of our consumers that we spend so much to acquire in the first place. Council Member Massey stated that he believes it is unfair to say that because they have a private parking lot they should be held to some standard. He believes that it is unreasonable, and ultimately, if we continue that path, it could cost other people who would be bringing good businesses here, generally speaking, in the alcohol sales business, that newness is not a strong driver for your sales. So that's a perfect use of a fixed cost asset that they can use at hours to generate additional revenue. He stated that he thinks it is a brilliant plan, and it stretches our block by block our need to create a restaurant footprint to tether the interest of our consumers where we don't really have anything of quality so far. He stated that if the reconstruction of that building is any indication of the quality that they intend to bring to the others, and knowing the developer, he suspects there are other reputational restaurants and such that they built in town do that, but staff should not hinder development in that way. Ms. York asked for clarification from Council Member Massey regarding whether he was concerned with the language that is listed within the Central Area requiring the 15 minimum parking spaces to which Council Member Massey responded in the affirmative. Ms. York stated that that is something that staff can look at. Staff is not requesting to impose that ordinance onto them. The reason for the parking plan is because there is adequate parking near the area, as well as on the adjacent streets. Staff is requesting the parking plan just to ensure that there is adequate parking for anybody that wants to park there and to ensure that there are drive aisles for

those that do park there and they can get in and out. She reiterated that staff is not seeking the 15 parking spaces and they do not believe that there are 15 spaces in the parking lot. Staff just wants to ensure that those that park there can get out safely. Council Member Massey stated that he agrees with Ms. York's last sentence but everything before that he thinks is unfair to the rest of the building owners in town. He stated that he has owned several downtown businesses that had no square footage owned, outside of the brick and he did not own a single parking space. Council Member Massey stated that if that same restriction had been imposed on him, it would have stopped the development that he would like to think helped spur where we are today. He believes that staff needs to revisit that moving forward in that it is onerous in the Central Area to require a business owner to provide parking that would be in any way leaning towards what is a reasonable assumption in any other commercial property around town. Ms. York asked if he was speaking specifically to the Central Area to which he answered in the affirmative. Council Member Massey stated that that is the whole nature of our common parking system and perhaps an incentive for us as counselors to acquire other real estate that would allow us to create parking Downtown that would mirror some of the investments some of our sister cities have made around North Texas. In response to Mayor Pro Tem Adams' inquiry, Ms. York stated that the applicant has not provided any plans for outdoor seating within the application itself. Ms. York stated, in response to Mayor Pro Tem Adams' inquiry regarding entrances and exits, that it is all one open driveway but can be entered from the alley or Austin Avenue. Council Member Massey inquired about the fencing on the east side, which is basically a drive protection, so you don't run into the eastern side building neighbor and Ms. York confirmed that there is no additional pole fencing on the south or west.

Mayor Crawley then asked if there was anyone present who wished to speak to this agenda item.

Mr. Jonathan Earnhart came forward and provided the following information for the record:

Name: Mr. Jonathan Earnhart, EarnhartBuilt

Address: 110 S. Houston Avenue
Denison, TX 75020

Mr. Earnhart stated that they do have plans for outdoor seating and have applied to the Historic Preservation Board for approval. He stated that they had the fence drawn up and wanted it sideways because they are making it out of actual iron, which is tougher. He stated, for instance, if someone's tire flew off or something, maybe it would stop it, noting that it is stronger than just the cheap panels that are set up there. Mr. Earnhart stated that they resubmitted that, but he believes it may have been lost in the transaction, because they haven't been back for a hearing yet. He stated that he would double check on that. Mr. Earnhart stated that he wanted to note the location on the food truck was pointed out by the Fire Marshal in their meeting that it could not be next to the building. He stated that their plan is to put it closer to Austin Avenue, about 12' from their property line.

Mr. Earnhart stated that there is a pole right there and they will try to obtain power off that pole, so there's a wire running to the food truck and not from the building or across the parking lot that they have to deal with all the time. Mr. Earnhart stated that they are not looking for a permanent food truck but for something like a "Food Truck Friday, or something. They want to bring in food trucks that are not from around here (i.e., The Lobster Brothers, Corn Dog Truck, etc.) that you see at big events around here. He stated that the purpose is really just to drag traffic and notoriety to Driggs Liquor and get more traffic going there. He stated that it is not necessarily to make any extra income but just so that people learn to come every Friday after they get their check to the liquor store. Mr. Earnhart stated that they will draw the line in, noting that pretty much their whole parking lot is a drive-in - drive off, noting there is no one entry. He stated it was a smooth entry across and all the way across the alley. He stated that they can draw their parking lots against their parking spots against the building and then doing in and out towards Austin Avenue and one into the alley. So, if there is traffic trying to pull in one side, they could pull in the alley or they could pull in directly into their parking lot. Mr. Earnhart stated that if it became a problem, they would direct traffic around, but he does not think it will be that busy as they don't have that much business at the liquor store mostly it would be the food truck and people coming from the Downtown area. Council Member Massey inquired if anyone has built a commissary kitchen in Grayson County yet and if they have to prepare and clean offsite. Mr. Earnhart stated that they would have to follow the ordinance, as any food truck does. It would be on the food truck to follow the requirements, but he is not sure about those rules. Council Member Massey stated that when they looked at it, if you do not have a commissary kitchen in the County, then you can clean and prepare basically at home or onsite, so he was curious if that would lead to the necessity to build something within their (Driggs Liquor) building that would fit (i.e., underground sewer, etc.) Mr. Earnhart stated that they are targeting food trucks that are used to having their own commissary – like those that travel. He believes they are prepared to do theirs on their own. Mayor Crawley stated that he drove by today and was concerned that the lot might not be wide enough, but in looking at it, it looks plenty wide to have the Mobile Food Unit. Mr. Earnhart stated that it looks narrow, but it is pretty wide of a parking lot. City Attorney Julie Fort stated that this does not directly affect the CUP, but Mr. Earnhart will want to ensure what his liquor license applies to and whether or not the food trucks can sell beer and alcohol out of the food truck on the premises of the license that he has (so he will know what to tell the food truck owners). Mr. Earnhart stated that the design of the patio will be under the premises of EarnhartBuilt, and it will not be just for the food trucks. It will be a daily use for anybody to use so they can bring their dog, etc. They have a design with a dog fountain and a water fountain so anyone in the public can use it at any time. He stated it will be something free provided by EarnhartBuilt, not the liquor store. He stated that they were concerned about it being provided by Driggs Liquor because people would not think they could go in there unless they purchased something from the liquor store. Mr. Earnhart stated that they want it where people can grab their lunch at the sandwich shop and come in and sit and watch traffic. He stated that they may do it as two different leases – and they will follow their liquor license – but their goal would be not for them to sell liquor.

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

There was no further discussion or questions from the Council.

On motion by Council Member Massey, seconded by Council Member Thomas, the City Council unanimously approved Ordinance No. 5375, "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," with the following conditions:

1. 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.
2. Each Mobile Food Unit must adhere to requirements listed within Chapter 15 – Article III.
3. Each Mobile Food Unit must adhere to all Building and Fire Codes.

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.

Council Action

Ervin Pariera, Assistant Director of Public Works, presented this agenda item. Mr. Pariera stated that the item for Council's consideration is the award of a bid to GDC industrial for the permanent installation of two electrical backup generators at two of our most critical sites. The first item is the City Hall generator. This is a 250-kilowatt diesel driven generator that staff purchased with Public Works funds and has been storing at their Maintenance Center awaiting award of a contract to get it permanently installed at City Hall. Mr. Pariera stated that the reason staff considers City Hall a critical site is because it houses our Emergency Operations Center and some critical staff, so it's essential that they keep this building powered up during extended power outage. The scope of this contract includes a sound wall or a barrier to secure the view of the generator. It is a masonry wall

and fairly tall. Mr. Pariera stated that the engine mounts to the diesel tank and that it is the black part of the base of the enclosure (shown on rendering). He stated that there is actually the diesel fuel tank and then the top is the actual engine. The sound wall was placed in the southeast corner of the parking lot due to the fact that it is diesel engine and does make some noise. The enclosure is sound attenuated, so the noise should be fairly minimal, but it also will have a little bit of diesel exhaust. Mr. Pariera stated that the scope of this project is to install the sound wall and enclose the mounted generator. He stated that they will be installing a new Oncor utility transformer in this location. They will also have the automatic transfer switch that staff bought with the generator, so it's also being stored at the Maintenance Center right now awaiting installation. Mr. Pariera stated that the contractor will be installing conduit duct banks and conductors from this location to the building to power it up and once it is all complete here, everything will happen automatically (i.e., the power goes out, the generator gets called, power is switched over to the generator source, and then it returns when utility power is back in good value). Mr. Pariera stated that the second site is our Lake Randall Raw Water Pump Station. This pump station is critical because it delivers raw water from Lake Randall to the Dean Rylant Water Treatment Facility for treatment and distribution to town. He stated that currently they have the generator temporarily installed. It is a 500-kilowatt generator and outputs 480 volts. The reason it is temporarily installed is because the switch gear actually limits the capacity of the generator and in order to realize the full potential of the generator, staff needs to upgrade the switch gear. Mr. Pariera stated that currently, as it sits, they can only run one of four pumps. Once it is permanently installed through this contract, staff will be able to run up to four pumps. The duct bank and the conductors that the contractor will run will allow staff to eventually, if we ever need to add two additional pumps, to realize the full build out of the pump station, at which point staff could upgrade the generator and potentially run all six. Mr. Pariera stated that substantial completion of the City Hall generator is 180 days from award of the contract. The substantial completion for the Randall Pump Station is 360 days. He stated that the reason there is such a difference in completion dates is that some of the electrical components that staff needs to get for the switch gear at the Randall Pump Station have some long lead time, noting that staff is going to try to cut that time down.

Council Member Massey stated that he assumes that the placement of the screen wall was the result of much thought. He inquired if that placement cost any more parking spaces out of an already tight Downtown than if it was placed in the northeast corner of the same parking lot. Mr. Massey stated that the reason for his question is the cable that is going to be required to take to the building to provide power is expensive by the foot so adding an extra – maybe 100 feet – is not an insubstantial cost. Mr. Pariera confirmed that it is not an insubstantial cost, as Mr. Massey stated. Mr. Pariera confirmed the reason staff ultimately selected this corner is that it is already kind of hashed out so that it cannot be used as parking because we have an angled parking area. He stated that was one reason – that they had a little bit of real estate that they could utilize. He did confirm that they might lose two to three parking spots there, unfortunately. Mr. Pariera stated that the other reason staff didn't want to put this too close to the lofts adjacent to City Hall because if the power

goes out in the middle of the night, the generator will come on and start running to power up City Hall and they did not want to have any nuisances with the residents. Council Member Massey stated that his second question is, as it appears in the rendering, there is no access to the inside of the moat that has been created around this enclosure unless those are wall doors – like foldout doors - on the northwest corner. Mr. Pariera confirmed that that is exactly what they are – foldout doors and you would not be able to see through them. They are basically a gate that staff can lock up to keep everyone out of that area. Council Member Massey suggested having some sort of rail system installed – like a light duty rail you would have at a switch yard – so that staff can move the generator out of that enclave. Otherwise, anytime you have to remove it to maintain it, that cannot be done onsite. Staff would have to have a crane and the crane will have a lift that is going to take up all of the street or all that parking and possibly do damage to the things that we are spending so much money to do. Mr. Massey stated that what he has seen done as best practices is to have some way to wheel it out of its particular location and move it out to where it can be moved slightly more easily with a wrecker. Mr. Pariera stated that it was an interesting thought, and staff can run that by Plummer Associates and see if that is something they can do within the budgeted amount that they have. Council Member Massey stated that his other concern about having it at that southeast corner is that you were making a turn from one thoroughfare where we have a high density of movement onto another and those are chances for somebody to not be able to see down the drive lane that they're getting ready to turn onto. Mr. Massey stated that he would like to see if there is an alternative way to ensure that we do not have accidents that happen at that corner, both for pedestrians and for vehicles. Mr. Pariera stated that the rendering is kind of misleading but staff looked at where the stop bar was and if a vehicle is coming south on Rusk Avenue and wants to turn right or left onto Chestnut Street, we made sure that where that wall would be, there would be enough room for them to approach the stop bar - not exceed it - but still be able to see right or left before turning and also be able to see the pedestrian crossings.

There was no further discussion or questions from the Council.

On motion by Mayor Pro Tem Adams, seconded by Council Member Thomas, the City Council unanimously moved to award the bid and approved 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 authorized the Interim City Manager to execute the same, subject to final legal review and approval.

6. PROJECT UPDATES

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

Council Action

Ervin Pariera, Assistant Director of Public Works, introduced Megan Ratliff of International Cybernetics Company, LP, to provide the Council with a Project Update on the Streets Pavement Management Project that kicked off in March 2024.

Megan Ratliff, International Cybernetics Company, LP - Infrastructure Management Services, LLC (i.e., ICC-IMS) stated that she is here tonight to present the Pavement Management Project that ICC-IMS completed for the City of Denison. Ms. Ratliff provided information regarding 1) Pavement Management Process; 2) Pavement Condition Survey; 3) Representative Conditions; 4) Overview of Pavement Conditions; and 5) Analysis and Project Planning. With regard to the Pavement Management Process, Ms. Ratliff stated that there are certain objectives, policies, and things that you would like to see pushed into effect and then ICC-IMS is consulted to do the actual survey and then present analysis results that influence what is implemented in the City. She stated that it then repeats so often. A typical cycle is about five years and that is what was done for this process. The Payment Management Process operates based on the cost of deferral idea. Basically, we have pavement conditions that are a quantified number on a score scale of zero to 100 so that is what we're referring to. Ms. Ratliff referenced the scale in the presentation and stated that you have from Excellent (100) to Very Poor (0). Essentially, we want to address these pavements before they get into a very bad state because it costs less to keep pavements in good condition for as long as possible than it is to try to fix them when they're already in complete disrepair. Ms. Ratliff stated that she mentioned the score of 0 to 100 and this is called the Pavement Condition Index, which is based on the ASTM Standard D, 6433, noting that this is a very standardized process for calculating and quantifying this number for each roadway in the City's network and this number is based on a number of different distresses that we find on the surface. Ms. Ratliff provided some examples of basically just any type of cracking or potholes, anything that can be found on the surface that is deemed a distress or something that really should not be there, essentially. She noted that one of them is actually a patching, so it is not intuitive, but if you cut into the pavement and you induce a sort of crack or a pothole or any sort of distress that is not meant to be there, that goes against the score. She stated that even a patch or a utility cut counts against the score. Ms. Ratliff provided some examples of imagery that ICC-IMS obtains when surveying with their van. She stated that they actually quantify each individual crack, and it goes into this calculation of the score. This score – the Pavement Condition Index – goes from 0 to 100 with 100 being excellent. She mentioned that this backlog is a number that quantifies the percentage of the network that is a PCI of 40 and below. To provide some type of context, she stated that she would get into some representative conditions for Denison's network. Ms. Ratliff provided imagery for roads that fall into the range of 0 all the way to 85-100, noting the reasons the score was given. Ms. Ratliff stated that, in summary, ICC-IMS found the average to be 54 for Denison's roads. On a scale of 0 to 100 you can kind of see where that lays and just to put this in further perspective, we deal with agencies all over the country and they typically see for a network this size a score of about 65, so this is a little bit below, but it is not so far below that it is not manageable. To put that into context, the backlog percentage is about 32%. She stated that ideally, they would like that number to be lower and typically see about

15% on average, noting that is a little bit higher than typical, but that is why they do this assessment – to try to get an idea of where we are at and see how we can improve in the future. Ms. Ratliff stated that sometimes it's helpful to break it down by pavement type. She noted that the concrete pavements are in really good condition, an average of 82, but the asphalt network is much lower, at about 49. She stated that the asphalt could use some attention in the near future. Ms. Ratliff stated that she will next speak on how the data that they collected and summarized can be used in the future. ICC-IMS ran an analysis over the course of five years into the future and they are projecting basically how much it's going to cost to achieve certain goals. In the current budget, she stated that over the next five years they are seeing the PCI decrease slightly to about 49 or maybe 48, so there is a slight decrease over five years. But if you increase the budget to \$2 million per year, that will keep the PCI constant over five years. She stated there are certain things they looked at to be able to project this forward five years and this gives a good indication of maybe what budget should be spent over the next five years. Council Member Massey asked Ms. Ratliff if she could explain what backlog meant. Ms. Ratliff stated that backlog is actually something that ICC-IMS came up with and that is not a standard way of describing the network, but it's something they felt was helpful to quantify the amount of pavements that are poor or very poor. She stated they do this because those are typically very expensive pavements to fix - the ones that need just to be completely ripped up and redone, essentially. So, it is helpful to know what that percentage is. Council Member Massey, referencing the mention of concrete roads being in better condition, inquired of Ms. Ratliff if there is a best practices that suggests concrete in our temperature and rainfall area, and consumer demand for road travel. Ms. Ratliff stated that it is difficult to say which one is the better choice as it really depends on the types of materials you have available here and what is cheaper to construct. She stated that it is true that concrete lasts longer than asphalt. It is typically constructed thicker, and it does hold up better in maybe fluctuating temperatures and it's very common in this area. She stated that all of Texas is very heavy concrete use, but it really depends on what type of aggregate you get in this area and what type of materials you have available at your disposal. Interim City Manager Atteberry informed the Council that one thing to keep in mind on the asphalt streets is that in the past, we put our water lines and sewer lines in the middle of the street instead of on the right-of-way like we do now. Many of the asphalt streets where you see the poor condition, in order to maintain that street at a higher level and redo it, an overlay doesn't solve the problem if we don't dig down and replace the water and sewer lines. So, when we have 100- and 105-year-old water lines like we have underneath the street, we can go out and overlay an asphalt street and make it look beautiful until that first leak, and then all of a sudden, we've got holes all over it where we had to dig it up to replace a water and sewer line. Mr. Atteberry stated that knowing the street condition is great and it gives us a starting point so that we can at least prioritize which streets don't have that issue. Then we can move into a 5-year plan or a 10-year plan to remove and replace. He stated that as far as asphalt versus concrete, the biggest challenge that we have there is our soils and the kind of soils that we have in the condition of them. He noted that that is why everybody around us – south and north of us - mostly build concrete streets because of the life cycle you get out of that versus an asphalt street. Mr. Atteberry stated that one thing this analysis will help us with is there

are some simple things that we can go in and do some crack sealing on a lot of these streets and that will help bring those scores up as we go forward. Mr. Atteberry stated that, quite honestly, as we got the results of this, we weren't as low overall as he thought we would be. He stated he expected it to be a little lower, but we do have the challenge before we start throwing a lot of money at asphalt streets, of replacing utilities in order to make that long lasting. He believes that the biggest thing from this is that we can develop a 5-and 10-year plan and determine what kind of funds we're going to need in the future as we look at a bond election or something to really make it a serious impact. Council Member Massey asked Ms. Ratliff what they see as inflationary adjustments to this year over year as an average. Ms. Ratliff stated that, just to give some context to the numbers, an inflation percentage of 3% was utilized. She stated that back during COVID it was much higher, noting that they were seeing anywhere from 7 to 10% per year for the unit rate costs of the different rehabilitation types they were recommending but now it has kind of settled and 3% is more realistic. Mr. Atteberry stated that the other thing that helps us with that is – noting that this score would be worse if we had not done this – the Loy Lake Project that we did where we replaced many feet and miles of street and water line and sewer line. He stated that that brought our score up significantly, noting that the survey was done after this. He stated that where we go in and have big projects on our CIP that we're going to be replacing streets or a street that helps bring that score up also. So, it's a combination of not only maintenance, but as we're building and rebuilding for the future.

No action taken. Informational presentation only.

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

Council Action

Robert Lay, Neighborhood Services Manager, presented an update on the “Big Event” to take place on March 22, 2025. Mr. Lay stated that this has very quickly become one of his favorite days of the year. The Big Event is a service project day that the City facilitates. We gather volunteers for the event and take applications from people in need of help around their homes. As a reminder, the City's first Big Event took place in March of 20224 and we ended up having a little over 300 volunteers who helped at 50 different locations. Volunteers came from multiple places such as churches, civic groups, student athletes, businesses, etc. Mr. Lay stated that there were many City employees and Council Members who came out to help in completing home projects, lawn care, painting, fixing fences, trimming, anything that you can imagine on the outside of a home would be considered. Mr. Lay stated that staff kicked off applications for the 2025 Big Event on January 2, 2025. As of today, there are already 45 applications for assistance. For perspective, this time last year, staff had only received five applications, so word has gotten out and it tells staff there are many people in need of help. He stated that of all the projects that were completed last year, no one was taking advantage of the situation. These are legitimate people that, for whatever reason - different circumstances – people need the help. Mr. Lay stated that staff was happy that there were enough volunteers for all of the work that was needed because this event was driven by volunteers, and we are happy to stand in the gap to help residents

out. Mr. Lay stated that staff would take the first 50 applications for assistance. Once they hit the 50 mark, then they will place residents on a waiting list and staff will see how many volunteers sign up and then go from there. Mr. Lay stated that he has been pushing for volunteers and is confident that the assistance will come. He stated that obtaining volunteers is generally the last part of this getting this event together and, until then, he will sweat it out. Mr. Lay stated that they are actively seeking sponsors and partners. All of the money raised by sponsors and partners goes right back into the projects and buying supplies to complete a project, food to feed the volunteers, and other expenses that come into the event. Mr. Lay stated that he appreciates Council support in the event and hopes that they come out on the day of the event. He was going to ask Council Member Thorne to pray for the weather again but since he was not here tonight, he asked someone else to take up that mantle.

No action taken. Informational presentation only.

7. EXECUTIVE SESSION

The Council then adjourned into Executive Session to discuss Item 7.A.1. below at 7:06 p.m., pursuant to Chapter 551, Texas Government Code, in accordance with the Authority:

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

RECONVENE INTO REGULAR SESSION

The Council reconvened into Regular Session at 7:16 p.m. regarding Item 7.A.1.

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.

Council Action

No action taken.

There being no further business to come before the Council, the meeting was adjourned at 7:17 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 an ordinance calling a General Election to be held jointly with the School District sharing polling locations only, on Saturday May 3, 2025, for the purpose of electing a Council Member for Single Member District 4, Place 4, and Place 6, At-Large, each to serve a three-year term.

Staff Contact

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

Summary

- The uniform election date for the General Election will be on Saturday, May 3, 2025.
- Place 4, Single Member District 4, and Place 6, At Large, have terms expiring in May.
- Early voting will be conducted from April 22 – April 25, 2025, from 8:00 am - 5:00 pm and April 28 – April 29, 2025, from 7:00 am - 7:00 pm.
- The polling location on Election Day will be the Grayson County Elections Administration, 115 W. Houston Street, Sherman, Texas and potentially other locations added at a later date.

Staff Recommendation

Staff recommends adoption of the ordinance calling the General Election for May 3, 2025.

Recommended Motion

“I move to adopt the ordinance calling a General Election to be held jointly with the School District sharing polling locations only, on Saturday May 3, 2025, for the purpose of electing a Council Member for Single Member District 4, Place 4, and Place 6, At-Large, each to serve a three-year term.”

Background Information and Analysis

The uniform election date for the General Election will be on Saturday, May 3, 2025. Place 4, Single Member District 4, and Place 6, At Large, have terms expiring in May. Early voting will be conducted from April 22 – April 25, 2025, from 8:00 am - 5:00 pm and April 28 – April 29, 2025, from 7:00 am - 7:00 pm. The polling location for early voting will be the Grayson County Elections Administration, 115 W. Houston Street, Sherman, Texas and potentially other locations added at a later date. The polling locations on Election Day will be provided by the Elections Administration at a later date.

Financial Considerations

The cost of the election is estimated to be \$8,910 and is budgeted out of the General Fund.

Prior Board or Council Action

The City Council calls the general election every year.

Alternatives

None.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, CALLING A JOINT GENERAL ELECTION, WITH GRAYSON COUNTY ON SATURDAY, MAY 3, 2025 FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER, PLACE 4, SINGLE MEMBER DISTRICT 4, AND PLACE 6, AT LARGE, EACH FOR THREE (3) YEAR TERMS FOR SAID CITY; PROVIDING FOR RESIDENCY REQUIREMENTS FOR CANDIDATES; PROVIDING FOR DESIGNATING THE POLLING PLACES, DATE, AND TIME OF SAID ELECTIONS AND VOTING PERIODS; PROVIDING FOR BALLOT APPLICATION PROCEDURES; PROVIDING FOR DESIGNATING FILING DEADLINES; PROVIDING INFORMATION FOR EARLY VOTING; PROVIDING THAT SUCH ELECTION SHALL BE ADMINISTERED BY THE GRAYSON COUNTY ELECTIONS ADMINISTRATOR, PURSUANT TO A CONTRACT WITH THE CITY, THE TEXAS ELECTION CODE, AND THE TEXAS CONSTITUTION; PROVIDING INFORMATION FOR CANVASSING; ORDERING NOTICES OF ELECTION TO BE POSTED AND PUBLISHED AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; PROVIDING A SAVINGS, REPEALING AND SEVERABILITY CLAUSE; PROVIDING FOR A FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 41.001 of the Texas Election Code, as amended (the “Code”) specifies that the first Saturday in May shall be a “uniform election date” and that a general or special election of a city may be held on such day.

SECTION 2. A general election (the “Election”) shall be held in and throughout the City of Denison, Texas (the “City”), on Saturday, the 3rd day of May 2025 between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing the following officers of said city:

COUNCIL MEMBER, PLACE 4 (Single Member District 4, Place 4)
COUNCIL MEMBER, PLACE 6 (At Large, Place 6)

SECTION 3. As provided in Section 2.01 of the Denison City Charter, as amended on January 19, 1985, the term of office for the Council Members to be elected to Places 4 and 6 shall be for three (3) years.

SECTION 4. As provided in Section 2.03 of the Denison City Charter, as amended on January 19, 1985, the candidates for Place 4 shall be residents of Single Member Districts Four and shall be elected by majority vote of voters residing in their respective district. The candidates for Place

6 shall be residents of the City of Denison and shall be elected by a majority vote of the City at large.

SECTION 5. This Election will be conducted jointly with Grayson County (the “County”) and will be administered for the City by the Grayson County Elections Administrator (the “Elections Administrator”). The Election shall be held in the Grayson County Sub-Courthouse, 101 West Woodard, Denison, TX, as designated by the Elections Administrator, on the date of May 3, 2025. Election voting locations may be added or removed as determined by the Elections Administrator and shall be incorporated herein without further need to amend this Ordinance. All resident-qualified voters of the City shall be eligible to vote at the Election.

SECTION 6. In accordance with Section 143.007 of the Code, an eligible and qualified person may have his or her name printed upon the official ballot as a candidate for Places 4 and 6 by filing his or her sworn application with the City Clerk no earlier than 8:00 a.m. January 15, 2025, and not later than 5:00 p.m. February 14, 2025. Each such application for Places 4 and 6 shall be on a form as prescribed by Section 141.031 of the Code.

The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Clerk as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 7. It is hereby ordered that early voting shall begin on April 22, 2025, and continue through April 29, 2025, at Grayson County Sub-Courthouse, 101 West Woodard Street, Denison, Texas. The dates and times for early voting shall be as follows:

April 22 – 25	Tuesday – Friday	8:00 a.m. – 5:00 p.m.
April 28 – 29	Monday – Tuesday	7:00 a.m. – 7:00 p.m.

The Elections Administrator shall be the Early Voting Clerk. Early voting locations may be added or removed as determined by the Elections Administrator and shall be incorporated herein without further need to amend this Ordinance.

Requests for ballot by mail applications may be submitted by mail or hand delivery to:

Grayson County Early Voting Clerk
115 W. Houston St.
Sherman, TX 75090

Applications for ballot by mail may also be requested from and emailed to the Early Voting Clerk at votegraysontx@co.grayson.tx.us. Applications for ballot by mail must be received no later than Tuesday, April 22, 2025. Mail-in ballots shall be received and processed in accordance with the dates and procedures provided in the Code.

SECTION 8. Voting at said Election shall be by use of an electronic voting machine. Ballots requested by mail shall be paper ballots that will be tabulated by hand in the manner as required by the Code.

The Election shall be conducted in accordance with the Code and the Texas Constitution under the jurisdiction of the Elections Administrator pursuant to an election services contract between the City and the County, and other participating entities, if any, as described therein (the “Contract”), a copy of which shall be incorporated herein upon its final approval and execution by the City.

The Mayor, the City Manager, or a designee, is authorized to amend or supplement any and all contracts for the administration of the Election, including without limitation the Contract, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Elections Administrator and in accordance with the Code. In the event that no election is necessary, the City Secretary shall notify the County and shall present the City Council a resolution or ordinance cancelling the Election.

Pursuant to Section 67.003 of the Code, the City Council will canvass the election no later than May 14, 2025, but not earlier than the later of: (1) the third day after Election Day; (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States. Notice of the time and place for canvass shall be posted on the official bulletin board of the City in the same manner as required by the Open Meetings Act for City Council meetings in accordance with Chapter 551 of the Texas Local Government Code.

SECTION 9. House Bill 357 of the 88th Regular Session of the Texas Legislature amended Section 2.025 of the Code requiring the Texas Secretary of State to set the runoff date for all runoff elections resulting from elections held by local political subdivisions on the May 3, 2025, uniform election date. The Secretary of State, by issuing Election Advisory No. 2024-38, has designated Saturday, June 7, 2025, as the election date for all such runoff elections. Therefore, should there be a runoff election required, the date of such runoff election shall be June 7, 2025, which will be called by order of the City Council.

SECTION 10. The City Clerk is hereby authorized and directed to give notice of the Election hereby authorized and called in the manner and time as required by the Code.

SECTION 11. 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 12. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal, or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 13. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

SECTION 14: The City Clerk of the City is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this Ordinance in the records of the City.

SECTION 15. This Ordinance shall take effect immediately upon and after its passage and publication as provided 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 the 3rd day of February 2025, by the following vote:

Ayes:
Nays:
Abstentions:
Absent:

At regular meeting this 3rd day of February 2025.

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 entering into Joint Election Agreements with Denison Independent School District (Contract No. 2025-0014) and the Grayson County Elections Administration (Contract No. 2025-0015) for the May 3, 2025, General Election and authorize the Interim City Manager to execute the same.

Staff Contact

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

Summary

- For the past eight elections the City has contracted with the Grayson County Elections Administration to conduct the general election, any special election and local option election.
- The Elections Administration is responsible for a majority of the election services throughout early voting and election day.
- This allows for the cost to be shared between each entity holding an election, making it cheaper for the City to conduct the election.
- The School District, by law, is required to hold a joint election with the City.

Staff Recommendation

Staff recommends approval of the Joint Election Agreements.

Recommended Motion

“I move to approve entering into Joint Election Agreements with Denison Independent School District (Contract No. 2025-0014) and the Grayson County Elections Administration (Contract No. 2025-0015) for the May 3, 2025, General Election and authorize the Interim City Manager to execute the same.”

Background Information and Analysis

For the past eight elections the City has contracted with the Grayson County Elections Administration to conduct the general election, any special election and local option election. The Elections Administration is responsible for a majority of the election services throughout early voting and election day. This allows for the cost to be shared between each entity holding an election, making it cheaper for the City to conduct the election. This year we will have a general election for Single Member District 4, Place 4, and At-Large, Place 6. The School District, by law, is required to hold a joint election with the City. The School District is responsible for all of their election materials and payments.

Financial Considerations

The election costs are estimated to be \$8,910.00, which are budgeted out of the General Fund.

Prior Board or Council Action

The same arrangements for the previous eight elections have been approved.

Alternatives

None.

**JOINT ELECTION AGREEMENT BETWEEN THE
DENISON INDEPENDENT SCHOOL DISTRICT AND
THE CITY OF DENISON, TEXAS**

THIS JOINT ELECTION AGREEMENT (“Agreement”) is made this _____ day of _____ 2025, by and between the Denison Independent School District (“Denison ISD”) and the City of Denison, Texas (the “City”), collectively referred to herein as “the Parties”.

RECITALS

WHEREAS, Denison ISD and the City are each political subdivisions of the State of Texas; and

WHEREAS, Denison ISD plans to hold a Board of Trustees Election on May 3, 2025; and

WHEREAS, the City plans to hold a City Council Election on May 3, 2025; and

WHEREAS, Texas Education Code §11.0581 (a) requires that an election for trustees of an independent school district be held on the same date as the election for members of the governing body of a municipality located in the school district or the general election for state and county officers; and

WHEREAS, the Texas Education Code §11.0581 (b) requires that the District Trustee elections under §11.0581 (a) be conducted jointly, and in accordance with Chapter 271 of the Texas Election Code; and

WHEREAS, the Texas Election Code §41.001 sets forth the uniform election days (“Election Day”); and

WHEREAS, the Texas Election Code §271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in precincts that can be served by common polling places; and

WHEREAS, the Texas Election Code §271.003 allows political subdivisions to utilize common polling places outside the boundary of a political subdivision if the location can adequately and conveniently serve voters and facilitate the orderly conduct of the election; and

WHEREAS, Denison ISD and the City desire to hold a joint election as set forth in this Agreement, and further desire to enter into a separate election services agreement with Grayson County; and

WHEREAS, the Parties to this Agreement serve voters within overlapping territory, and it would benefit the City, Denison ISD and the citizens and voters thereof, to hold the elections jointly in the election precincts that can be served by common polling places insofar as possible.

AGREEMENT

NOW, THEREFORE, in consideration of and subject to the following terms and provisions, the agreement set forth below is entered into by and between the City, acting by and through its City Council, and Denison ISD, acting by and through its Board of Trustees.

1. Scope. This Agreement covers the conduct of the City’s regular election and Denison ISD’s general trustee election, which is to be held on Election Day, May 3, 2025, jointly for the voters in the City of Denison and Denison ISD. The Parties agree to enter into a contract with Grayson County Election Administration for the May 3, 2025, election, (“County Election Services Agreement”), attached hereto and incorporated by reference as Exhibit “A”. In the event of a conflict between the terms of this Agreement and the Joint Election Agreement found in Exhibit “A”, the terms of the Grayson County Election Services Agreement shall govern.
2. Common Polling Places. Both agree to designate in each party’s respective election order a common polling place, specifically the Grayson County Sub-Courthouse at 101 West Woodard, Denison TX 75020, for early voting and Election Day in accordance with the Texas Election Code. Parties acknowledge that Grayson County in the County Election Services Agreement may designate other locations.
3. Ballots. City and Denison ISD shall share, whenever possible, ballots containing all the offices or propositions stating measures to be voted upon in the joint election.
4. Joint Obligations of City and Denison ISD. Denison ISD and the City agree to share the elections administration costs equally and as set forth in Exhibit “B”, and among other provisions of the County Elections Service Agreement attached hereto.
5. Separate Obligations of City and Denison ISD. Denison ISD and the City agree to separately be responsible for all duties set forth in Section II of the County Election Services Agreement attached hereto.
6. Order, Resolution, or Other Official Action. Each party, by its signature below, represents that it has passed any governing body action, ordinance, resolution, or agreement necessary to legally authorize its entering into this Agreement.
7. Miscellaneous Provisions.
 - a. The purpose and intent of this Agreement is compliance with Texas Education Code §11.0581, requiring a school district to have joint elections with a municipality located within the boundaries of such district.
 - b. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Grayson County, Texas.

- c. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such was invalid, illegal, or unenforceable provision had never been contained herein.
- d. The Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, and any other entities with local jurisdiction.
- e. A waiver by any Party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- f. This Agreement may be cancelled, with or without cause, by any Party by written notice.
- g. Any amendment to this Agreement shall be of no force and effect unless in writing and signed by the Parties hereto.
- h. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered s of the ____ day of _____ 2025.

DENISON INDEPENDENT SCHOOL DISTRICT

CITY OF DENISON, TEXAS

President, Board of Trustees

Bobby Atteberry, Interim City Manager

Attest:

Attest:

Secretary, Board of Trustees

Christine Wallentine, City Clerk

Exhibit "A"

Grayson County Contract for Election Services

**City of (Participating Authorities) Independent School District
and
Grayson County Election Administration**

CONTRACT FOR ELECTION SERVICES- May 3, 2025 Election

BY THE TERMS OF THIS CONTRACT made and entered into by and between the **CITY OF DENISON** (the "City") and **DENISON INDEPENDENT SCHOOL DISTRICT** (the "School") and the **ELECTIONS ADMINISTRATOR OF GRAYSON COUNTY** (the "EA"), pursuant to the authority in Subchapter D, Section 31.091, of Chapter 31, of the Texas Election Code, agree to the following terms in regard to administration of the City/School Election to be held on May 3, 2025. The City and School named above will enter into a Joint Election Agreement under the authority of Section 271 of the Texas Election Code.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. PRINCIPAL DUTIES AND SERVICES OF THE EA. The EA shall be responsible for performing the following duties and shall furnish the following services and equipment:

The EA shall arrange for appointment, notification, training and compensation of all presiding judges, clerks, supervisor of Central Count and judge of the Early Voting Ballot Board.

1. The EA shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. Mail ballots will be processed as per applicable election code by a Ballot Board appointed by the EA.
2. Training will be provided for any workers that have no previous elections experience. The training will be held in standard procedures as set forth by the Secretary of State and will include training on the Election Systems and Software (ES&S) voting system and Votesafe electronic pollbooks.
3. Election judges shall be responsible for returning election supplies to the Grayson County Election Administrator's office located at 115 W. Houston St., Sherman, Texas. Compensation for the delivery of supplies will be \$25.00.
4. Each election judge shall receive \$13.00 per hour for services rendered. Each alternate judge shall receive \$12.00 and clerks shall receive \$11.00 per hour for services rendered. Members of the ballot board shall receive \$13.00 per hour for services rendered.

The EA shall procure, prepare, and distribute all election equipment and supplies.

1. The EA shall provide all lists of registered voters required for use on election day and for the early voting period required by law. The list of registered voters will be programmed on electronic pollbooks.
2. The EA shall prepare and arrange for the distribution of all election equipment and supplies required to hold an election.
3. The EA shall arrange for the use of all early voting and election day polling places.

The EA shall be appointed as the Early Voting Clerk by the entities.

1. The EA shall supervise and conduct early voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the time period and at the locations listed in Exhibit A attached and incorporated by reference into this contract.
3. All applications for an Early Voting mail ballot shall be received and processed by the Grayson County Elections Administrator's office located at 115 W. Houston St., Sherman, Texas 75090 or by email at votegrayson@co.grayson.tx.us or by fax to 903-891-4370. Applications for mail ballots received by the City or School shall immediately

be faxed to the EA for timely processing. The original application shall then be forwarded to the EA for proper retention.

The EA shall be responsible for establishing and operating Central Count to tabulate election results.

1. The EA shall prepare, test and run the County's Tabulation System in accordance with the statutory requirements.
2. The Public Logic and Accuracy Test of the electronic voting system shall be conducted by the EA and notice of the date shall be posted in a local newspaper.
3. Election night reports will be available to each entity after tabulation is completed. Early voting results will be released to each entity after 7 pm on Election Day if requested. Provisional ballots will be tabulated after election night in accordance with the law.
4. The EA shall prepare the unofficial canvass report after all results have been counted and will provide a copy of the unofficial canvass to each entity as soon as possible after all returns have been tallied.
5. The EA shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a report to the Secretary of State in a timely manner, unless waived by the Secretary of State.
6. The EA shall be the custodian of the voted ballots and shall retain all election materials for a period of 22 months pursuant to applicable election codes.

II. PRINCIPAL DUTIES AND SERVICES OF THE CITY AND THE SCHOOL. The City and the School shall assume the following responsibilities:

- A. Prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. They shall arrange for publication of their respective notices as required by law.
- B. If requested, shall provide the EA with an updated map and street index of its jurisdictions in an electronic or printed format.
- C. Provide the EA with the ballot layout and Spanish interpretation in an electronic format that can be transmitted via e-mail. Word format works best for programming purposes.
 1. Deliver to the EA as soon as possible, but no later than February 28, 2025, the official ballot wording for the May 3, 2025 Election.
 2. Approve the ballot format prior to the final printing and programming.
- D. Compensate the EA for any additional verified cost incurred in the process of running this election or for a manual count of this election, if required.
- E. Reimburse Grayson County for the entities' portion of the printing costs and programming of any and all related materials for ballots, early voting, election day voting, election kits, and for the ES&S voting machines. Agree to pay an administrative fee not to exceed ten percent (10%) of the City and School's portion of the total cost of the election.
- F. The EA will submit invoices to the City and School not later than 45 days after the election and the entities will submit payment within 45 days of receipt of the invoice. A cost estimate is set forth in Exhibit B attached and incorporated into this contract.
- G. In the event of a contested election, agree to provide competent legal counsel and representation for the EA and staff, covering any and all legal fees and costs as a result of this elections process.
- H. In the event of a recount, agrees to reimburse any expenses incurred by the EA's office not covered by the charges assessed to the person requesting the recount. This would include, but not be limited to the compensation costs of any Grayson County Election personnel required to work beyond regular office hours in order to conduct said recount of this election. The recount shall take place at the EA's office and the EA's office shall assist the Recount Supervisor and/or Recount Coordinator in the completion of the recount.
- I. If required by law, prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes. (Submission to the Dept. of Justice is not required by law as of the signing of this contract.)

III. GENERAL PROVISIONS.

- A. The City and School agree to save and hold harmless the EA from any and all claims arising out of the failure or omission of the City or School to perform its obligations under this contract.
- B. The EA agrees to save and hold harmless the City and School from any and all claims arising out of the failure or omission of the County and the EA to perform their obligations under this contract.
- C. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the May 3, 2025 Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- D. Upon request, the EA shall provide copies of all invoices, cost reports and other charges incurred in the process of administering said election for the City and School.
- E. The EA shall file copies of this contract with the County Auditor and the County Treasurer of Grayson County, Texas.
- F. If either entity cancels their election pursuant to Section 2.05 of the Texas Election Code, they will not be liable for any further costs incurred by the EA in conducting the May 3, 2025 Election.

EXECUTED THIS _____ DAY OF _____, 2025.

Participating Authorities:

Participating Authorities:

Grayson County Elections Administrator

Exhibit "A"

EARLY VOTING

POLLING PLACE	ADDRESS	CITY
Grayson County Elections Administration	115 W. Houston St	Sherman
DATE	DAY	TIME
April 22-25	Tuesday-Friday	8:00 am-5:00 pm
April 28-29	Monday-Tuesday	7:00 am-7:00 pm

ELECTION DAY

POLLING PLACE	ADDRESS	CITY
Grayson County Elections Administration	115 W. Houston St	Sherman
DATE	DAY	TIME
May 3	Saturday	7:00 am-7:00 pm

Ballot by mail applications may be submitted by mail to:

Grayson County Early Voting Clerk
115 W. Houston
Sherman, TX 75090

Or by e-mail: votegrayson@co.grayson.tx.us (If submitted by e-mail; original must be received by the office within 4 business days.)

Or by fax: 903-891-4370 (If submitted by e-mail; original must be received by the office within 4 business days.)

Last day to apply for Ballot by mail (Received, not Postmarked): Tuesday, April 22, 2025.

Exhibit "B"

Cost Estimate-May 2025

DESCRIPTION	AMOUNT
*Early Voting Workers (1 Judge; 1 Alt. Judge; 1 Clerk)	2,700.00
*Election Day Workers (1 Judge; 1 Alt. Judge; 1 Clerk)	800.00
*Voting Machine Rental (2 Ballot Marking Devices-same devices used early voting & Election Day)	600.00
*Scanner Rental (1 for early voting & 1 for Election Day)	700.00
*Polling Location Supplies-Early Voting & Election Day	200.00
*Equipment and Supply Delivery; Site Support	200.00
Mail Ballots, Ballot Processing and Ballot Board	300.00
Logic and Accuracy Testing, Electronic Media Rental and Election Results Tabulation	600.00
Programming for Electronic Voting Machines (ES&S)	2,000.00
SUBTOTAL	8,100.00
10% Administrative Fee	810.00
*If two entities hold a joint election these fees will be shared.	
ESTIMATE TOTAL	8,910.00

Exhibit "B"

Election Administration Services Costs

Cost Estimate-May 2025

DESCRIPTION	AMOUNT
*Early Voting Workers (1 Judge; 1 Alt. Judge; 1 Clerk)	2,700.00
*Election Day Workers (1 Judge; 1 Alt. Judge; 1 Clerk)	800.00
*Voting Machine Rental (2 Ballot Marking Devices-same devices used early voting & Election Day)	600.00
*Scanner Rental (1 for early voting & 1 for Election Day)	700.00
*Polling Location Supplies-Early Voting & Election Day	200.00
*Equipment and Supply Delivery; Site Support	200.00
Mail Ballots, Ballot Processing and Ballot Board	300.00
Logic and Accuracy Testing, Electronic Media Rental and Election Results Tabulation	600.00
Programming for Electronic Voting Machines (ES&S)	2,000.00
SUBTOTAL	8,100.00
10% Administrative Fee	810.00
*If two entities hold a joint election these fees will be shared.	
ESTIMATE TOTAL	8,910.00

**City of (Participating Authorities) Independent School District
and
Grayson County Election Administration**

CONTRACT FOR ELECTION SERVICES- May 3, 2025 Election

BY THE TERMS OF THIS CONTRACT made and entered into by and between the **CITY OF NAME** (the "City") and **NAME INDEPENDENT SCHOOL DISTRICT** (the "School") and the **ELECTIONS ADMINISTRATOR OF GRAYSON COUNTY** (the "EA"), pursuant to the authority in Subchapter D, Section 31.091, of Chapter 31, of the Texas Election Code, agree to the following terms in regard to administration of the City/School Election to be held on May 3, 2025. The City and School named above will enter into a Joint Election Agreement under the authority of Section 271 of the Texas Election Code.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. PRINCIPAL DUTIES AND SERVICES OF THE EA. The EA shall be responsible for performing the following duties and shall furnish the following services and equipment:

The EA shall arrange for appointment, notification, training and compensation of all presiding judges, clerks, supervisor of Central Count and judge of the Early Voting Ballot Board.

1. The EA shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. Mail ballots will be processed as per applicable election code by a Ballot Board appointed by the EA.
2. Training will be provided for any workers that have no previous elections experience. The training will be held in standard procedures as set forth by the Secretary of State and will include training on the Election Systems and Software (ES&S) voting system and Votesafe electronic pollbooks.
3. Election judges shall be responsible for returning election supplies to the Grayson County Election Administrator's office located at 115 W. Houston St., Sherman, Texas. Compensation for the delivery of supplies will be \$25.00.
4. Each election judge shall receive \$13.00 per hour for services rendered. Each alternate judge shall receive \$12.00 and clerks shall receive \$11.00 per hour for services rendered. Members of the ballot board shall receive \$13.00 per hour for services rendered.

The EA shall procure, prepare, and distribute all election equipment and supplies.

1. The EA shall provide all lists of registered voters required for use on election day and for the early voting period required by law. The list of registered voters will be programmed on electronic pollbooks.
2. The EA shall prepare and arrange for the distribution of all election equipment and supplies required to hold an election.
3. The EA shall arrange for the use of all early voting and election day polling places.

The EA shall be appointed as the Early Voting Clerk by the entities.

1. The EA shall supervise and conduct early voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the time period and at the locations listed in Exhibit A attached and incorporated by reference into this contract.
3. All applications for an Early Voting mail ballot shall be received and processed by the Grayson County Elections Administrator's office located at 115 W. Houston St., Sherman, Texas 75090 or by email at votegrayson@co.grayson.tx.us or by fax to 903-891-4370. Applications for mail ballots received by the City or School shall immediately

be faxed to the EA for timely processing. The original application shall then be forwarded to the EA for proper retention.

The EA shall be responsible for establishing and operating Central Count to tabulate election results.

1. The EA shall prepare, test and run the County's Tabulation System in accordance with the statutory requirements.
2. The Public Logic and Accuracy Test of the electronic voting system shall be conducted by the EA and notice of the date shall be posted in a local newspaper.
3. Election night reports will be available to each entity after tabulation is completed. Early voting results will be released to each entity after 7 pm on Election Day if requested. Provisional ballots will be tabulated after election night in accordance with the law.
4. The EA shall prepare the unofficial canvass report after all results have been counted and will provide a copy of the unofficial canvass to each entity as soon as possible after all returns have been tallied.
5. The EA shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a report to the Secretary of State in a timely manner, unless waived by the Secretary of State.
6. The EA shall be the custodian of the voted ballots and shall retain all election materials for a period of 22 months pursuant to applicable election codes.

II. PRINCIPAL DUTIES AND SERVICES OF THE CITY AND THE SCHOOL. The City and the School shall assume the following responsibilities:

- A. Prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. They shall arrange for publication of their respective notices as required by law.
- B. If requested, shall provide the EA with an updated map and street index of its jurisdictions in an electronic or printed format.
- C. Provide the EA with the ballot layout and Spanish interpretation in an electronic format that can be transmitted via e-mail. Word format works best for programming purposes.
 1. Deliver to the EA as soon as possible, but no later than February 28, 2025, the official ballot wording for the May 3, 2025 Election.
 2. Approve the ballot format prior to the final printing and programming.
- D. Compensate the EA for any additional verified cost incurred in the process of running this election or for a manual count of this election, if required.
- E. Reimburse Grayson County for the entities' portion of the printing costs and programming of any and all related materials for ballots, early voting, election day voting, election kits, and for the ES&S voting machines. Agree to pay an administrative fee not to exceed ten percent (10%) of the City and School's portion of the total cost of the election.
- F. The EA will submit invoices to the City and School not later than 45 days after the election and the entities will submit payment within 45 days of receipt of the invoice. A cost estimate is set forth in Exhibit B attached and incorporated into this contract.
- G. In the event of a contested election, agree to provide competent legal counsel and representation for the EA and staff, covering any and all legal fees and costs as a result of this elections process.
- H. In the event of a recount, agrees to reimburse any expenses incurred by the EA's office not covered by the charges assessed to the person requesting the recount. This would include, but not be limited to the compensation costs of any Grayson County Election personnel required to work beyond regular office hours in order to conduct said recount of this election. The recount shall take place at the EA's office and the EA's office shall assist the Recount Supervisor and/or Recount Coordinator in the completion of the recount.

- I. If required by law, prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes. (Submission to the Dept. of Justice is not required by law as of the signing of this contract.)

III. GENERAL PROVISIONS.

- A. The City and School agree to save and hold harmless the EA from any and all claims arising out of the failure or omission of the City or School to perform its obligations under this contract.
- B. The EA agrees to save and hold harmless the City and School from any and all claims arising out of the failure or omission of the County and the EA to perform their obligations under this contract.
- C. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the May 3, 2025 Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- D. Upon request, the EA shall provide copies of all invoices, cost reports and other charges incurred in the process of administering said election for the City and School.
- E. The EA shall file copies of this contract with the County Auditor and the County Treasurer of Grayson County, Texas.
- F. If either entity cancels their election pursuant to Section 31.100(d) of the Texas Election Code, that entity shall bear any costs incurred by the EA in conducting the November 5, 2024, election. A fee charged by the Officer of General Supervision of the Election may not exceed 10 percent of the total amount of the contract, but may not be less than \$75.00.

EXECUTED THIS _____ DAY OF _____, 2025.

Participating Authorities:

Participating Authorities:

Grayson County Elections Administrator

Exhibit "A"

EARLY VOTING

POLLING PLACE	ADDRESS	CITY
Grayson County Elections Administration	115 W. Houston St	Sherman
DATE	DAY	TIME
April 22-25	Tuesday-Friday	8:00 am-5:00 pm
April 28-29	Monday-Tuesday	7:00 am-7:00 pm

ELECTION DAY

POLLING PLACE	ADDRESS	CITY
Grayson County Elections Administration	115 W. Houston St	Sherman
DATE	DAY	TIME
May 3	Saturday	7:00 am-7:00 pm

Ballot by mail applications may be submitted by mail to:

Grayson County Early Voting Clerk
115 W. Houston
Sherman, TX 75090

Or by e-mail: votegrayson@co.grayson.tx.us (If submitted by e-mail; original must be received by the office within 4 business days.)

Or by fax: 903-891-4370 (If submitted by e-mail; original must be received by the office within 4 business days.)

Last day to apply for Ballot by mail (Received, not Postmarked): Tuesday, April 22, 2025.

Exhibit "B"

Cost Estimate-May 2025

DESCRIPTION	AMOUNT
*Early Voting Workers (1 Judge; 1 Alt. Judge; 1 Clerk)	2,700.00
*Election Day Workers (1 Judge; 1 Alt. Judge; 1 Clerk)	800.00
*Voting Machine Rental (2 Ballot Marking Devices-same devices used early voting & Election Day)	600.00
*Scanner Rental (1 for early voting & 1 for Election Day)	700.00
*Polling Location Supplies-Early Voting & Election Day	200.00
*Equipment and Supply Delivery; Site Support	200.00
Mail Ballots, Ballot Processing and Ballot Board	300.00
Logic and Accuracy Testing, Electronic Media Rental and Election Results Tabulation	600.00
Programming for Electronic Voting Machines (ES&S)	2,000.00
SUBTOTAL	8,100.00
10% Administrative Fee	810.00
*If two entities hold a joint election these fees will be shared.	
ESTIMATE TOTAL	8,910.00

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a Resolution adopting guidelines for an amnesty program prior to the 2025 Warrant Round Up.

Staff Contact

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

Summary

- The Municipal Court will be participating in Warrant Round- Up the first weekend of March and into the first full week of March.
- The Court wishes to establish a temporary amnesty program to allow violators with outstanding warrants to reduce their fine(s) by donating cans of food or non-perishable food items to the City, who will then distribute those cans to local food banks.
- The proposed temporary amnesty program would run during the period of February 10, 2025, through February 28, 2025.

Staff Recommendation

Staff recommends approval of the resolution.

Recommended Motion

“I move to approve the resolution adopting guidelines for an amnesty program prior to the 2025 Warrant Round Up.”

Background Information and Analysis

The Municipal Court will be participating in Warrant Round-Up the first weekend of March and into the first full week of March. The Court wishes to establish a temporary amnesty program to allow violators with outstanding warrants to reduce their fine(s) by donating cans of food or non-perishable food items to the City, who will then distribute those donated items to a local food bank. By offering this amnesty program, it would allow violators and the City a chance to give back to the community and would reduce the burden on the City Marshal's and law enforcement by decreasing the number of outstanding arrest warrants.

The proposed temporary amnesty program would run during the period of February 10, 2025, through February 28, 2025. This is the Court's 5th year of providing the program which has been very successful in clearing outstanding warrants and generating canned good and nonperishable items for local food banks. This year the Court is proposing to increase the amount of reduction in fines to allow for inflation. Any violator with an arrest warrant and corresponding fine may bring ten (10) cans of food or non-perishable food items to the City for a \$75 reduction in the fine owed, or twenty (20) cans of food or non-perishable food items for a \$125 reduction in the fine owed, capping out at \$125 per defendant. Donated items may only be made during normal City business hours at the Municipal Court window at

City Hall. Upon conclusion of the amnesty program, the Municipal Court will return to regular enforcement of arrest warrants and fines.

Financial Considerations

The reduction in the fines would come out of any portion of funds allocated to the City through the citation. Last year resulted in about a \$3500 reduction of funds to the City.

Prior Board or Council Action

The City Council approved this program last February 5, 2024, and the previous years since the beginning of the program.

Alternatives

Council could deny, modify or table the item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS ADOPTING GUIDELINES FOR AN AMNESTY PROGRAM PRIOR TO THE 2025 WARRANT ROUND-UP AND OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the “Council”) of the City of Denison, Texas (the “City”) wishes to establish a temporary amnesty program to allow violators with outstanding warrants to reduce their fine(s) by donating cans of food to the City, who will then distribute those cans to local food banks; and

WHEREAS, the Council wishes to reduce the burden on local law enforcement by decreasing the number of outstanding arrest warrants; and

WHEREAS, upon conclusion of the temporary amnesty program, the Council wishes City officials to return to regular enforcement of arrest warrants and fines.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2: Temporary Amnesty Plan Established. During the period of February 10, 2025, through February 28, 2025, any violator with an arrest warrant and corresponding fine may bring ten (10) cans of food to the City for a seventy-five-dollar (\$75) reduction in the fine owed. A violator with an arrest warrant and corresponding fine may bring twenty (20) cans of food to the City for a one hundred-twenty-five-dollar (\$125) reduction in the fine owed. Donations may only be made during normal City business hours at the Municipal Court window located on the 1st floor of City Hall, 300 W. Main St., Denison, Texas.

SECTION 3: Ending Date and Time for Temporary Amnesty Program. This temporary amnesty program shall conclude following the City’s close of business on February 28, 2025.

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

SECTION 5: Effective Dates. This Resolution shall be in force and effect immediately upon final passage until the ending date of the temporary amnesty program specified herein, and it is so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS on the 3rd day of February 2025.

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 a Resolution calling a public hearing pursuant to the Requirement of Section 13-165 (c) of the Code of Ordinances of the City of Denison for the purposes of receiving the report of demolition of the property situated at 116 N. Lynn, Denison, Texas.

Staff Contact

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

Summary

- In May 2024, the structure suffered a total loss due to fire.
- Property was posted to demolition remaining portion of structure.
- Releases obtained from interested parties allowing the City to demolish and remove all debris.
- Public Works completed the demolition and removal on September 9, 2024.
- A homestead exemption on the property delayed the ability to file any liens until the exemption expired.

Staff Recommendation

Staff recommends passing the resolution designating March 3, 2025 at 6:00 pm in the Council Chambers at Denison City Hall, as the date, time and place of the public hearing to assess a demolition lien at 116 N. Lynn Ave.

Recommended Motion

“I move to approve a resolution declaring March 3, 2025 as the date for a public hearing for the lien assessment for the demolition at 116 N. Lynn Ave.”

Background Information and Analysis

In May 2024, the residential structure located 116 N. Lynn suffered a total loss due to fire. The structure was posted for demolition of the remaining portions of the structure. Release documents were obtained from all interested parties allowing the City to demolish and cleanup the debris leaving the property clean. Public Works completed the project September 9, 2024. Invoices were sent to interested parties and have not been paid. Due to a homestead exemption on the property, a lien could not be filed in 2024. The homestead exemption has been removed with the beginning of the new tax year.

Financial Considerations

\$8,474.44 lien to be filed.

Prior Board or Council Action

None

Alternatives

Vote against passing a resolution.

City of Denison

300 W. Main St. | PO Box 347
Denison, TX 75021-0347
(903) 465-2720 | Fax (903) 464-4499



MEMORANDUM

TO: City of Denison City Council

CC: Bobby Atteberry, Interim City Manager and Mary Tate, Director of Community Development and Dev. Services

FROM: Ronnie Bates, Director of Public Works

DATE: September 24, 2024

SUBJECT: 116 N. Lynn Demolition Lien Assessment

Pursuant to Section 13-165(b) of the City of Denison’s Code of Ordinances, the following information shall constitute the filing of a report to the City of Denison City Council (“City Council”) in order to assess a lien for the cost of demolition on the property legally described as follows: (WESTCLIFF ADDITION, BLOCK 2, LOT 1, ACRES .2907) and commonly known as 116 N. Lynn Ave. in Denison, Texas (the “Property”).

On July 19, 2024, City Staff were returned the releases allowing for the demolition and removal of the burned-out residence at the subject property. City staff completed the demolition and removal of debris on September 9, 2024

The names and addresses of the persons entitled to notice under Section 13-161 are as follows:

Edward Lee Nelson	Sarah Christine Nelson	Atwood Rentals HVAC
116 N. Lynn	116 N. Lynn	P.O. Box 489
Denison, Texas 75020	Denison, Texas 75020	Milam, Tennessee 38358

Staff is requesting City Council consider approving the placement of a special assessment lien on the Property in the amount of \$8,474.44 which covers the cost of the demolition.

Staff recommends the City Council pass a resolution designating March 3, 2025 at 6:00 PM in the Council Chambers at Denison City Hall, 300 W. Main, Denison, Texas, as the date, time and place of the hearing to assess the demolition lien described above.

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS CALLING A PUBLIC HEARING PURSUANT TO THE REQUIREMENTS OF SECTION 13-159(c) OF THE CODE OF ORDINANCES OF THE CITY FOR THE PURPOSES OF RECEIVING THE REPORT OF DEMOLITION OF THE PROPERTY SITUATED AT 116 N. LYNN AVENUE IN THE CITY OF DENISON, TEXAS; SETTING THE DATE, LOCATION AND HOUR OF SUCH PUBLIC HEARING; CALLING FOR THE REVIEW OF THE REASONABLENESS OF THE COSTS OF DEMOLITION; PROVIDING FOR THE NOTICE TO OWNER(S) OF SUCH PROPERTY; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Denison, Texas (“City Council”) has received releases from all interested parties in the real property locally known as 116 N. Lynn Avenue in the City of Denison, County of Grayson, Texas (the “Property”), requesting that the City of Denison abate the nuisance at the Property by demolishing any and all structures and cleaning and grading the surface, mowing weeds, removing junked or abandoned vehicles and/or removing all trash, junk and debris; and

WHEREAS, the demolition has been completed and the Director of Public Works has filed his report of demolition as required by Subsections 13-159(b) of Chapter 13, Article VII, Part B, of the Code of Ordinances; and

WHEREAS, Section 13-159(c) of the Code of Ordinances requires that the City Council by resolution fix the day, hour and place when it will review, hear and pass upon the report of demolition, and any objections or protests thereto, and determine whether to assess the costs of demolition against the Property; and

WHEREAS, the City Council wishes to call the public hearing so as to consider such assessment and the attachment of a lien against the Property.

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

Section 1. That pursuant to the authority and requirement of Section 13-159(c) of the Code of Ordinances a public hearing is hereby called for **Monday, March 3, 2025 at 6:00 o’clock, p.m.**, in the Council Chambers located at the City Hall building, 300 West Main Street, Denison, Texas 75020, at which time the City Council shall hear and pass upon the report of demolition for the Property, together with any objections or protests which may be raised by any property owner liable to be assessed for the cost of such demolition, and determine whether an assessment of such costs shall be made against the Property by ordinance.

Section 2. That the City Clerk be, and is hereby, instructed to cause notice of such public hearing to be issued in a manner consistent with the requirements of said Section 13-159(c) of said Code.

Section 3. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that public notice of the time, place, location and purpose of said meeting was given as required by law.

On motion by Council Member _____, seconded by Council Member _____, the above and foregoing Resolution was passed and approved at a Regular Meeting of the City Council of the City of Denison, Texas, on this the 3rd day of February, 2025.

Ayes:
Nays:
Abstentions:
Absent:

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 Contract No. 2025-0010, a Professional Services Agreement with Geo-tex Engineering for professional services in the amount not to exceed \$250,000, and authorize the City Manager to execute all related documents.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@denisontx.gov

903-647-3335

Summary

- This contract is for geotechnical engineering services for City projects.
- Geo-tex staff will provide soil testing, boring, reporting, and other testing/reporting needed for project design and during construction.
- Services will be provided based on the attached rate schedule.

Staff Recommendation

Staff recommends approval the item.

Recommended Motion

“I move to approve Contract No. 2025-0010, a Professional Services Agreement with Geo-tex Engineering for professional services in the amount not to exceed \$250,000 and authorize the City Manager to execute all related documents.”

Background Information and Analysis

Engineering is a professional service as defined by the Texas Administrative code. This contract will allow Geo-tex to provide geotechnical engineering services to the City of Denison for capital improvement and other projects. Geotechnical investigation, reporting, and testing is critical to success of infrastructure projects. Services included in this contract have been budgeted for within individual project budgets.

Financial Considerations

Geotechnical services are budgeted for within project CIP and operations budgets.

Prior Board or Council Action

None.

Alternatives

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

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF DENISON, TEXAS**, a Texas home-rule municipal corporation, hereinafter referred to as "City", and [ENGINEER NAME], hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare civil engineering related designs for the construction of the Waterloo Park pool for the City of Denison, Grayson County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in **Exhibit "A"**, which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Individual projects will be released via issuance of a Work Order issued by the City and signed by the Engineer. The Work Order will act as direction to the Engineer to start working on a particular project. A sample Work Order is attached as "**Exhibit B**".

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Construction Schedule for individual Work Orders.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as **Exhibit "C"**. The contract amount specified in **Exhibit "C"** shall not be exceeded without the written permission of the City, except where City Manager is authorized to negotiate additional expenditures, as provided therein.

Invoices – No payment to Engineer shall be made until the Engineer tenders an invoice to the City. The Engineer shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon the completion of each individual task listed in **Exhibit "B"**. On all submitted invoices for services rendered and work completed on a monthly basis, if City so desires, Engineer shall include appropriate background materials

to support the submitted charges on said invoice. Such background materials shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to direct expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

Timing of Payment – City shall make payment to Engineer for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Engineer is considered to be complete upon issuance of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked. The parties acknowledge that the City is subject to the Texas Prompt Payment Act.

Disputed Payment Procedures – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Engineer of a disputed invoice, or portion of an invoice, in writing. City shall provide Engineer an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Engineer, City shall proceed to process said invoice, or the disputed portion of the invoice. If a dispute is resolved in favor of the City, Engineer shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

Failure to Pay – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of this Agreement to the Engineer within sixty (60) days from the date of the invoice shall grant the Engineer the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Engineer shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Engineer if the Engineer breached any provision(s) herein.

Adjusted Compensation – Any additional amounts paid to the Engineer as a result of any material change to the Scope of Services shall be authorized by written change order duly executed by both parties before the services are performed.

Project Suspension – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Engineer shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs, and/or any other items prepared by Engineer in connection with this Agreement prior to Engineer receiving final payment. If the Project is resumed after being suspended more than three (3) months, the Engineer’s compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Engineer after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City’s files. City acknowledges that Engineer will rely on the accuracy and completeness of all requirements, programs, instructions, repots, data, and other information furnished by the City.

VI. Obligations of the Engineer

General – The Engineer will serve as the City’s professional engineering representative under this Agreement, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

Asbestos or Hazardous Substances – Hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property to such substances at or near the project site.

If asbestos or hazardous substances in any form are encountered or suspected by the Engineer or any other party, or should it become known to Engineer that such hazardous materials may be present on or about the jobsite or any adjacent areas that may affect the performance of Engineer’s services, Engineer may suspend its own work in the affected portions of the Project to permit testing and evaluation. If asbestos or other hazardous substances are suspected, the City may request in writing that the Engineer assist in obtaining additional services of a qualified subcontractor to manage remediation activities.

Engineer's Personnel at Construction Site – The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City and/or the City’s construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

Except to the extent of specific site visits expressly detailed and set forth in **Exhibit “A”**, the Engineer or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the Project or to determine, in general, if the work on the Project is being performed in a manner indicating that the Project, when completed, will be in accordance with the Contract Documents, nor shall anything in the Contract Documents or the agreement between City and Engineer be construed as requiring Engineer to make exhaustive or continuous on- site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the Project. If the Engineer makes on-site observation(s) of a deviation from the Contract Documents, the Engineer shall inform the City.

When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the Engineer shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the Contract Documents.

VII. Standards of Care

Services performed by Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer makes no other warranty, expressed or implied.

VIII. Insurance

Engineer agrees to procure and maintain for the duration of the contract the following levels of insurance coverage:

- a) Required Professional Liability Insurance – Engineer shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- b) Required General Liability Insurance - Consistent with the terms and provisions of Exhibit “D,” City of Denison Contractor Insurance Requirements, Engineer shall maintain, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00) for each occurrence, and Five Million and 00/100 Dollars (\$5,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- c) Required Workers Compensation Insurance – Consistent with the terms and provisions of Exhibit “D,” City of Denison Contractor Insurance Requirements, Engineer shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- d) Circumstances Requiring Business Auto – Consistent with the terms and conditions of Exhibit “D”, Consultant shall maintain, at no expense to the City, a Business Auto Liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of One Million and 00/100 Dollars (\$1,000,000.00). Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days

for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

IX. INDEMNITY

IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST LIABILITY FOR ANY DAMAGE CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL. THIS INDEMNITY INCLUDES ENGINEER'S OBLIGATION TO PROVIDE CITY WITH ANY DEFENSE PROVIDED UNDER ENGINEER'S GENERAL LIABILITY INSURANCE POLICY AND DOES NOT APPLY TO PROFESSIONAL LIABILITY COVERAGE. CITY SHALL BE ENTITLED TO REIMBURSEMENT FOR THE CITY'S ATTORNEYS' FEES BASED UPON THE PROPORTION OF THE ENGINEER'S LIABILITY.

THE ENGINEER SHALL NOT BE OBLIGATED TO INDEMNIFY THE CITY FOR THE NEGLIGENT ACTS OF THE CITY OR ANY OF ITS AGENCIES, OFFICIALS, OFFICERS, EMPLOYEES, SUBCONSULTANTS OR SUBCONTRACTORS.

NOTWITHSTANDING THE AFOREMENTIONED, TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL DAMAGES INCURRED BY EITHER DUE TO THE FAULT OF THE OTHER, REGARDLESS OF THE NATURE OF THIS FAULT, OR WHETHER IT WAS COMMITTED BY THE CITY OR ENGINEER, THEIR EMPLOYEES, AGENTS OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF PROFIT.

X. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

XI. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

XII. Audits and Records

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine,

copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

XIII. Contract Term

This Agreement may be terminated with or without cause upon thirty (30) days' written notice. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

The original contract term shall commence upon City Council approval of the agreement and will last for 12 months. The contract may be renewed for up to 5 years if both parties are in agreement with minor updates to the project list and hourly rates.

XIV. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XV. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XIII, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

Engineer acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Engineer (and Engineer's professional associates and/or Sub-Consultants) under this Agreement are instruments of service in respect of the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

XVI. Complete Contract

This Agreement, including the Exhibits lettered "A" through "D", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XVII. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Bobby Atteberry
Interim City Manager
City of Denison
P.O. Box 347
Denison, TX 75021

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

[ENGINEER NAME]

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVIII. STATUTORY PROVISIONS

Form 1295 Certificate. The Engineer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Engineer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Engineer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Engineer. The information contained in the Form 1295 completed by the Engineer has been provided solely by the Engineer and the City has not verified such information.

Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Engineer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. Engineer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Verification Regarding Discrimination Against Firearm Entity or Trade Association. To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular

Session), as amended, Engineer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- B. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Engineer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

Certifications Regarding Terrorist Organizations and Boycott of Israel. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Engineer hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Engineer and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov’t Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott Israel” shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Engineer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

XX. Miscellaneous

- A. Immunity. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- B. Cumulative Remedies. All rights and remedies of the parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
- C. Waiver of Breach. A waiver by either party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

- D. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- E. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Grayson County, Texas.
- F. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- G. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
- H. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- I. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- J. Representations – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

SIGNED on the date indicated below.

CITY OF DENISON, TEXAS

DATE: _____

BY: _____
Bobby Atteberry
Interim City Manager

[ENGINEER NAME] *Geotex Engineering*

DATE: *1/15/2025* _____

BY:  _____
Billy Teague
Branch manager

EXHIBIT "A"
SCOPE OF SERVICES

Construction Materials Testing

Field Services

Boring, drilling, materials collection, materials sampling, installation and/or calibration of piezometers and other permanent and/or semi-permanent equipment,

Laboratory Services

Moisture content, Atterberg Limits, mesh sieve, compression, swell, solubility, corrosion, hardness, density,

Analysis and Reporting

Plan sheets, boring logs, discussion of conditions and geology, estimates of movement and/or expansion, soil properties, recommendations

General subject matter expert

Anticipated Capital Improvement Projects

24101	FM84 12" Waterline Improvements
24109.1	BP 1 - Water/Sewer from City to FM84
24109.2	BP 2 - Sewer on City loop
24109.3	BP 3 - Sewer on Corps property
24109.4	BP 4- Water on FM 84 to EST Site
24109.5	BP 5 - Water North and West of Kelsoe
24109.6	BP 6 - Preston/FM 406 Force Mains
24109.7	BP 7 - Lift Station
24109.8	BP 8 - Long Haul Fiber
24109.9	BP 9 - Septage Receiving Station and Trucking
24109.11	BP 10 - Sewer on FM 406 and Kelsoe
24109.12	BP 11 - Allowance
29101	Elevated Storage Tank
26106	Trucking Payments
28101	South Loop Waterline
24109	Rylant Filter Uprating - RWTP Expansion Phase 1
23103	Lake Texoma Raw Water Pump Station
24115	Rylant 4MGD Skids - WTP Expansion Phase 2
24108	Iron Ore Emergency Pump Improvements
24102	Paw Paw Headworks and Misc. Improvements
24117	Paw Paw Bar Screen
24113	Generators Phase 2
26101	Duck Creek Phase 2
26102	SCADA Improvements*
26103	Iron Ore Peak Flow Basin
26104	NTRA Improvements
29101	Rylant MF/UF - WTP Expansion Phase 3
291xx	Paw Paw Aeration Basin
27102	Paw Paw Primary and Secondary and Maintenance Improvements

271xx	Duck Creek Lift Station Improvements
25100	Distribution/Collection System Improvements
24301	D3 Phase 2 - Utilities
23102	AMI Infrastructure and End of Life Register Replace.
25101	Weather Stations and Smart Covers
24103	Utilities Radio Trunking System
23106	TXDOT Hwy 75 Bore Change Order
24119	Utility Modeling and Mapping*
22102	Risk and Resiliency Report and Construction*
25103	Elevated Storage Tank Improvements*
24116	Perrin Estates Utility Main Reconstruction
22101	Smoke Testing - Collections
24117	Washington Heights Extension
261XX	Perrin and Parkdale PRV/BPS Improvements
261XX	Juanita Railroad Crossing Waterline Bore
24118	Crawford and 75 Utilities
27101	Randell Dam Repairs
271xx	Rylant HSPS Improvements

Private Development

General City projects and programs requiring geotechnical support

EXHIBIT "B"

SAMPLE WORK ORDER



MSA Work Order							
Project Number / Name				Work Order No. 1			
Location Number				Date Prepared			
Owner: City of Denison, 300 W. Main St., Denison, TX 75020				Prepared by:			
				Contractor:			
				Geo-Tex Engineering			
				Address			
Description of Work Included in Contract							
Geotechnical services							
Activity included in this Work Order (List individual items A, B, C, D, etc.)							
A.							
Attachments: See attached scope of work provided by Geo-Tex.							
Work Order No.	Activity Description	Unit of Measure	Contract Unit Price	Quantity	Original Contract Cost		
					\$REF	\$REF	
					\$REF	\$REF	
					\$REF	\$REF	
					\$REF	\$REF	
					\$REF	\$REF	
					Summation of Cost	\$0.00	\$0.00
					Net Cost for this Work Order	\$0.00	\$0.00
Estimate of Project Cost			Schedule				
Max. To Exposed for Contract			Estimated Project Cost		Contract Start Date		
Previously Issued Work Orders			\$200,000.00		January 21, 2024		
This Work Order			\$110,589.16		Original Contract Time (calendar days)		
Remaining Contract Amount			\$89,310.84		365		
					Number of Days for this Work Order		
					Contract Termination Date		
					January 20, 2025		
THIS WORK ORDER IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND AMENDMENTS							
ACCEPTED BY INSPECTOR:							
Inspector's Signature			Title		Date		
ACCEPTED BY CONTRACTOR:							
Contractor's Signature			Title		Date		
APPROVED BY OWNER:							
Owner's Signature			Title		Date		

EXHIBIT "C"
COMPENSATION

Payments made under this contract shall not exceed \$250,000 for the following rates.

EXHIBIT "D"

INSURANCE REQUIREMENTS

Contractors performing work on CITY OF DENISON property or public right-of-way shall provide the CITY OF DENISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF DENISON. Contractors shall provide CITY OF DENISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF DENISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF DENISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability	Statutory Limits per occurrence	CITY OF DENISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Premises/operations b) Independent contractors c) Products/completed operations d) Contractual liability e) Personal injury f) Explosion, collapse, underground g) Broad form property damage, to include fire legal liability	Bodily injury and property damage of \$2,000,000.00 per occurrence \$5,000,000.00 general aggregate or its equivalent in umbrella or excess liability coverage	<u>CITY OF DENISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence or its equivalent	<u>CITY OF DENISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

4. Professional Liability Insurance	In an amount not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.	
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Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be faxed to the Purchasing Department.

Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Denison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Denison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Denison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Denison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Denison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Denison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF DENISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF DENISON within 10 working days.



CONSTRUCTION MATERIALS TESTING SERVICES

SUMMARY OF FEES

Effective January 2025

4702 South. Texoma Parkway, Denison, Texas 75020

Phone: 903.465.0333

CONCRETE TESTING	REFERENCE STANDARD	STANDARD FEE
Alkali-Silica Reactivity of Cementitious Materials and Aggregates	ASTM C1567/ ASTM C1260	\$1,575
Flowable Fill, per cylinder	ASTM D5971 / ASTM D4832	\$75
Compression Tests, per cylinder (4 x 8 inch)	ASTM C31/C39 / AASHTO T22/23	\$25
Compression Tests, per cylinder (6 x 12 inch)	ASTM C31/C39 / AASHTO T22/23	\$35
Compression Tests, per cylinder	ASTM C31/C39 / AASHTO T22/23	\$25
Compression Tests/Contractor Made, per cylinder (4 x 8 inch / 6 x 12 inch)	ASTM C39 / AASHTO T22	\$30 /\$40
Slump of Hydraulic-Cement Concrete (additional test if requested)	ASTM C143	\$20
Concrete Air Entrainment and Unit Weight (additional test if requested)	ASTM C138	\$25
Temperature of Freshly Mixed Hydraulic Cement Concrete (additional test if requested)	ASTM C1064	\$5
Concrete Coring		
Mobilization Fee (may be subject to additional mileage fee)		\$375
Cores - 4-in diam or less, 8" deep or less, (additional \$13.50 per inch for depths greater than 8")		\$75
Measuring Thickness of Concrete	ASTM C174	\$25
Core Hole Patching		\$75
Trimming, Length, Unit Weight, Compression, each	ASTM C174	\$75
Structural Coring		call for quote
Concrete Mix Designs		
Professional Engineer Approved Mix Design with Seal, per design		\$350
Full Design, with trial batches, per design		call for quote
Concrete Plant Certifications		
Truck Certificate	ASTM C94	call for quote
	DOT	call for quote
Concrete Quality Control Programs		
		call for quote
Expansion of Portland-Cement Mortars Exposed to Sulfates,	ASTM C452	\$550
Flexural Tests (Beams), per beam,	ASTM C78/293 / AASHTO T97/177	\$45
Floor Flatness and Floor Levelness (6 hour min., per hour)		\$200
Hilti Ferro scan Reinforcing Steel Locations (4 hour min., per hour)		\$135
Maturity Meters, cost per probe		\$65
Field Personnel		
Reinforcement Placement Observation, Concrete Testing and Soil Testing, per hour		\$65
Pier Observation, Logging and Concrete Testing, per hour		\$75
Auger Cast In Place Observation, per hour		\$85
Post Tension Placement and Stressing Observations, per hour		\$75
Pavement Coring, per hour		\$65
Relative Humidity Determinations		\$60
Engineer Bearing Observation for Pier Observation, per hour (Staff / Senior)		\$200

DRILLING & SAMPLING	REFERENCE STANDARD	STANDARD FEE
Mobilization / Demobilization, per mile (min. \$400)		\$5.50
Support Vehicle, per day, per rig		\$150
Soil Drilling, Continuous 0-25', per foot		\$22.50
Backfill with bentonite chips/pellets, per foot		\$15
Backfill with grout, per foot		\$16

MASONRY TESTING	REFERENCE STANDARD	STANDARD FEE
Compression Strength of Grout, 3" x 3" prisms, per prism	ASTM C1019/C495	\$45
Compression Strength of Mortar/Grout Cubes, per cube		\$30
Field Personnel - ICC Masonry Inspector, per hour		\$95



AGGREGATES	REFERENCE STANDARD	STANDARD FEE
Acid Insolubility	TEX 612J	\$200
Clay Lumps and Friable Particles	ASTM 142	\$95
LA Abrasion	ASTM C131 / AASHTO T 96	\$250
Organic Impurities	ASTM C40	\$75
Sand Equivalent	ASTM C2419 / AASHTO T 104	\$75
Sieve Analysis		
Sieve Analysis for Coarse or Fine Aggregate, without Wash	ASTM C136	\$125
Sieve Analysis for Coarse or Fine Aggregate, with Wash	ASTM C136 & C117	\$145
Decant	ASTM C117	\$45
Magnesium Sulfate Soundness	ASTM C88 / AASHTO T 104	\$370
Specific Gravity and Absorption	ASTM C127/C128 / AASHTO T84/T85	\$105
Unit Weight	ASTM C29 / AASHTO T 19	\$55
Flex Base Sieve Analysis (Item 247)	TEX-110E	\$265
Wet Ball Mill	TEX 116E	\$270
Vibratory Proctor	ASTM D4253	\$475
Lab Technician for Additional Prep Time, per hour		\$90

SOILS TESTING	REFERENCE STANDARD	STANDARD FEE
Atterberg Limits	ASTM D4318, method A & B	\$95
Atterberg Limits,	Tex-104, 105, & 106-E	\$110
Bar Linear Shrinkage, each	TEX-107-E	\$95
Crumb Test	ASTM D6572	\$40
Unconfined Compressive Strength (soil), each	ASTM D2166	\$60
Dynamic Cone Penetrometer (In-situ CBR), per test		\$85
Additional Extension, per test		\$75
Lime & Cement Depth Check		\$20
Field Gradation (Stabilized Soils)		\$20
Hydrometer Analysis with Distribution Curve,	ASTM D422	\$160
In-place Moisture Density Test, (min. 3 tests/site visit)	ASTM D6938	\$20
Optional daily gauge fee, upon request	AASHTO T 310	call for quote
Moisture Injection Observation, per hour		\$135
Equipment Fee for Moisture Injection (hand sampling)		\$400
Lime Series, Plasticity Index Method		\$500
Lime Series, pH Method	ASTM D6276	\$525
Lime Series Letter, per hour		\$250
Moisture Content		\$15
Organic Content, each	ASTM D2974	\$45
Overburden Swell, each		\$100
Percent Material Passing No. 200 Sieve, each	ASTM D1140 / AASHTO T 11	\$55
Permeability Test, Flexible-Wall Test, <2.87-inch Diameter,	ASTM D5084	\$550
Processing Fee (Soil Aggregate)	TEX-101-E	\$95
Proctor Test		
Moisture Density Relationships, method A & B/method C	ASTM D698 / AASHTO T 99	\$200 / \$225
Moisture Density Relationships, Treated Proctor method A & B/method C	ASTM D698 / AASHTO T 99	\$300
Moisture Density Relationships, method A & B/method C	ASTM D1557 / AASHTO T 180	\$250 / \$275
Moisture Density Relationships	TEX-113-E	\$375
Moisture Density Relationships,	TEX-114-E	\$250
Oversized Correction Factor	ASTM D4718 / AASHTO T 2224	\$100



SOILS TESTING	REFERENCE STANDARD	STANDARD FEE
Resistivity	ASTM G187	\$95
Resistivity	TEX 129-E	\$260
Soil/Cement Series or Soil/Lime Strength Series	ASTM D1633	\$1,800
Standard Test for pH of Soil	ASTM D4972 / AASHTO T289 TEX-128-E	\$75
Sulfate Content in Soils, Colorimetric Method	TEX-145-E	\$105

ASPHALT TESTING	REFERENCE STANDARD	STANDARD FEE
Asphalt Coring		
Mobilization Fee (Coring)		\$375
Asphalt Cores, 6" or less (additional \$13.50 per inch for depths greater than 6")		\$75
Disposal Fee, each		\$30
Asphalt Content by Ignition Method,	ASTM D6307 / AASHTO T 308 TEX-236-F	\$150
Sieve Analysis of Extracted Aggregate,	ASTM D5444 / AASHTO T 30 TEX-200-F	\$120
Density Testing		
Molding of Lab Density Specimens (Superpave), per 2 samples	ASTM D6925 / AASHTO T-312 TEX-241-F	\$80
Molding of Lab Density Specimens (Texas Gyrotory), per 3 samples	ASTM D4013 / TEX-206-F	\$90
Determining Density of Compacted Specimens	ASTM D2726 / AASHTO T-312 TEX-207-F	\$45
Determining Density of Asphalt Cores	ASTM D2950 / AASHTO T-166 TEX-207-F	\$45
Disposal Fee, each		\$30
Maximum Theoretical Specific Gravity (Rice Value)	ASTM D2041 / AASHTO T 209 TEX-227-F	\$100
PQ 301 Non-Nuclear Asphalt Density Gauge/Nuclear Density Gauge, equipment Fee - daily rate		\$125
Field Personnel - Certified Roadway Specialist, per hour		\$85

STRUCTURAL STEEL	REFERENCE STANDARD	STANDARD FEE
Visual Observation (5 hour minimum), per hour		\$90
Ultrasonic Inspection (5 hour minimum), per hour		\$100
Material Charge (U.I.)		\$50
Fireproofing Inspection (5 hour minimum), per hour		\$100
Density Testing, per test		\$35
Adhesion Bond Test, per test		\$45
Structural Wood Observation, per hour		\$80
Specialized Testing		call for quote
Vehicle Transportation Fees		
Under 100 miles, per trip		\$75
Over 100 miles, per trip		\$150



PERSONNEL FEES*	STANDARD FEE
Principal	\$325
Senior CMET Engineer (P.E)	\$250
Senior Project Manager (P.E. / P.G.)	\$210
Staff CMET Project Manager	\$175
Storm Shelter Visual Observation / Quality Control Inspector	\$135
CMET Engineering Intern (E.I.T) / Geologist (G.I.T.)	\$135
Administrative	\$90

*Personnel fees are listed per hour

MISCELLANEOUS FEES	STANDARD FEE
New Project Set Up	\$250
Project Coordination/Report Preparation	10% of invoice
Project Management	10% of invoice
Project Engineer	2.5% of invoice
Vehicle Transportation Fees	
Within 30 miles	\$50
Over 30 miles (additional rate per mile, round trip)	\$0.65
Per Diem (Lodging and Food), per day (may vary with location)	\$150
Engineer Stamped Letter (please notify Geotex at beginning of project if required), per hour	\$250
79G Letters, less than 25 pads	\$500
Between 25 to 50 pads	\$750
Between 50 to 100 pads	\$1,000
Between 100-200 pads	\$1,250
Over 200 pads	call for quote

ADDITIONAL LOCATIONS	
Corporate - 106 1/2 W. Hughes Street, Collinsville, TX 76233	903.420.0014
Denison - 4702 South. Texoma Parkway, Denison, Texas 75020	903.465.0333
Denton - 1101 Shady Oaks Drive, Denton, TX 76205	940.735.3733
DFW - 14805 Trinity Blvd., Fort Worth, Texas 76155	817.529.8464

- 1.) Fees listed are for informational use only and are subject to change. Please call for comprehensive list of services and budget estimates.
- 2.) Fees listed above are per unit/hour, unless otherwise noted.
- 3.) All hourly rates quoted:
 - Are portal to portal
 - Apply to standard works days, Monday through Friday 7:00 am to 6:00 pm.
 - Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday.
 - Sundays and Holidays will be billed at 2 times the quoted rates.
- 4.) All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits, and cancellations (on-site or in route) unless noted otherwise.
- 5.) There will be a 50% Surcharge to the standard testing fees on all testing performed on Rush Orders. The rush order surcharge will be applied to all tests which require weekend work.
- 6.) Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate.
- 7.) Estimates are valid for 60 days.
- 8.) If NICET or ICC inspectors are required, additional fees will apply.
- 9.) Fees are subject to increases upon the calendar year or one year from the date the contract is signed.
- 10.) Additional tests requested will be charged at (Slump-\$20), (Entrained Air and Unit Weight-\$25), (Temperature-\$5).

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on Contract No. 2025-0012, a Professional Services Agreement with Kimley-Horn Engineering in an amount not to exceed \$350,000 for 2025 on-call engineering services, and authorize the Interim City Manager to execute all related documents.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@denisontx.gov

903-647-3335

Summary

- Kimley-Horn has provided quality and timely development plan review and general on-call engineering services for the City since 2022.
- This item would continue that service on an hourly basis with a not to exceed amount of \$350,000.

Staff Recommendation

Staff recommends approval of the item.

Recommended Motion

"I move to approve Contract No. 2025-0012, a Professional Services Agreement with Kimley-Horn Engineering in an amount not to exceed \$350,000 for 2025 on-call engineering services and authorize the Interim City Manager to execute all related documents."

Background Information and Analysis

This contract is for annual plan review and on-call engineering support for City staff. Kimley Horn has provided this service in the recent past – the City does not have a professional engineer on staff. The Kimley Horn team has supported staff by performing reviews of civil construction plan, drainage study, FEMA submittals, and other private development related items, and helps with small on-call needs such as resident and developer questions or support for minor ordinance revision. Third party private development reviews are required to be paid for by the developer. Hourly rates will be billed to the City as needed.

Financial Considerations

Staff support is budgeted for in the FY25 Budget. Private development is invoiced for third party plan reviews.

Prior Board or Council Action

The Council approved a Professional Services Agreement in July 2023 for 2023-2024 On-Call Engineering Services,

Alternatives

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

INDIVIDUAL PROJECT ORDER (IPO) #28
2025 On-Call Civil Engineering Services
DATE PREPARED: January 7, 2025

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

Identification of Project: 2025 On-Call Civil Engineering Services

Project Understanding: Kimley-Horn will provide general civil engineering consulting services, development review, floodplain administration review and general on-call project services on an as-needed basis as authorized by the City.

Specific Capital Improvement Projects or design services that requires multi-disciplinary input to complete will be authorized under a job specific IPO.

Scope of Services:

General civil engineering consulting services and on-call project services will be as stated in the project understanding.

Kimley-Horn will provide the services set forth below specific to development plan review.

1. Submittals to Denison

1.1. The City of Denison will provide Kimley-Horn the submittal(s) for review. Submittals may include preliminary plats, construction plans, floodplain studies, downstream assessments, final plats, drainage models, lift station design reports, traffic impact analysis, rough proportionality analysis, etc.

2. Development Review

2.1. Kimley-Horn will review the submittal for compliance with the City of Denison ordinances and standards listed below:

- 2.1.1. Development Regulations and Standards
- 2.1.2. Subdivision Regulations
- 2.1.3. Civil Engineering Plan Standards
- 2.1.4. Storm Drainage System Design Manual
- 2.1.5. Standard Details

3. Documentation

3.1. Kimley-Horn will prepare and submit a list of review comments that can be added into the overall review letter sent by the City. An electronic draft version (in .pdf format) will be delivered to the City of Denison for review and comment.

4. Meetings

Kimley-Horn will prepare for and attend meetings as requested by the City of Denison.

5. Floodplain Administration Review

Kimley-Horn will attend weekly meetings at City Hall (as requested) with City staff to review single lot floodplain submittals, meet with developers, and review floodplain studies and other regulatory submittals (CLOMR, LOMR, etc). Kimley-Horn will review submittals uploaded to the My Gov Online permitting system and provide review responses in a timely manner.

6. General Engineering Services

Kimley-Horn will provide general engineering services as requested by the City of Denison. These services may include ordinance writing, design manual updates, GIS coordination, traffic projects, roadway and street rehabilitation projects, utility projects, drainage projects or other general consulting services requested by the City.

Additional Services if required: Currently there are no Additional Services required.

Schedule: Project to begin upon receipt of signed IPO #28. We will provide our services as expeditiously as practicable.

The anticipated timeframe for development plan reviews is summarized below. Please note that the amount of time and effort it takes to review a submittal depends completely on the quality of the design and the scale of the project.

- Preliminary plats, development plats and final plats – 7 days
 - Civil construction plans – 7 days*
 - Flood studies, traffic studies, drainage models, etc. – 14 days*
- *If the submittal is unusually large or complicated, we will request a 7-day extension*

Deliverables: Kimley-Horn will deliver in a timely manner the results of services authorized as a part of this IPO. Deliverables will be as required.

Terms of compensation: The work will be completed on a labor fee plus expense basis. Labor fee will be billed per the rates included in the referenced Master Agreement.

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

Effort for individual tasks so authorized will be broken out on invoices with a concise description of personnel involved, hours expended and description of work with each task.

It is understood that the IPO is authorized in an amount not to exceed \$350,000.

Other special terms of Individual Project Order: None

ACCEPTED:

CITY OF DENISON

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY  _____

TITLE: _____

TITLE: Senior Vice President _____

DATE: _____

DATE: 01/07/2025 _____

City Council Meeting Staff Report



February 3, 2025

Agenda Item

Receive a report, hold a discussion and take action on entering into purchase contracts (Contract Nos. 2025-0006 and 2025-0016) with ODP Business Solutions to furnish the Visitor's Center at 321 W Main Street in the total amount of \$141,326.27 and authorize the Interim City Manager to execute all associated documents.

Staff Contact

Zera Taylor, Purchasing Coordinator
ztaylor@denisontx.gov
903-465-2720 EXT 2415

Summary

- The City of Denison acquired the property located at 321 W Main Street through an eminent domain process in order to build a visitor's center and public restrooms.
- City Council approved the design/build contract with Piazza Construction and approved preconstruction services and design at the December 4, 2023, Council Meeting.
- City Council approved the Guaranteed Maximum Price contract with Piazza Construction in the amount of \$3,339,605.00 at the April 15, 2024, Council Meeting.
- City Council approved Ordinance No. 5355 authorizing the issuance and sale of Tax Note, Series 2024, in the principal amount of \$3,860,000.00 for the Visitor's Center Project at the July 1, 2024 Council Meeting.
- A budget of \$250,000 has been allocated for furniture for the Visitor's Center project.
- Staff began requesting quotes from vendors participating in cooperative purchasing programs beginning in October 2024.
- Staff received comparable quotes from vendors who responded to the request and ODP Business was ultimately selected.

Staff Recommendation

Staff recommends approval.

Recommended Motion

"I move to approve purchase contracts (Contract Nos. 2025-0006 and 2025-0016) with ODP Business Solutions to furnish the Visitor's Center at 321 W Main Street in the total amount of \$141,326.27 and authorize the Interim City Manager to execute all associated documents."

Background Information and Analysis

Staff requested quotes from vendors participating in cooperative purchasing programs. All contacted vendors received a list of required needs. While quotes received were comparable, ODP Business was ultimately selected.

Financial Considerations

Furniture and fixtures were approved within the budget for the visitor's center project which will be funded primarily by Hotel Occupancy Tax Funds.

Prior Board or Council Action

None

Alternatives

Council must approve this item in order to meet the timeline for the Visitor's Center grand opening.

Visitor's Center Furniture

321 W Main St

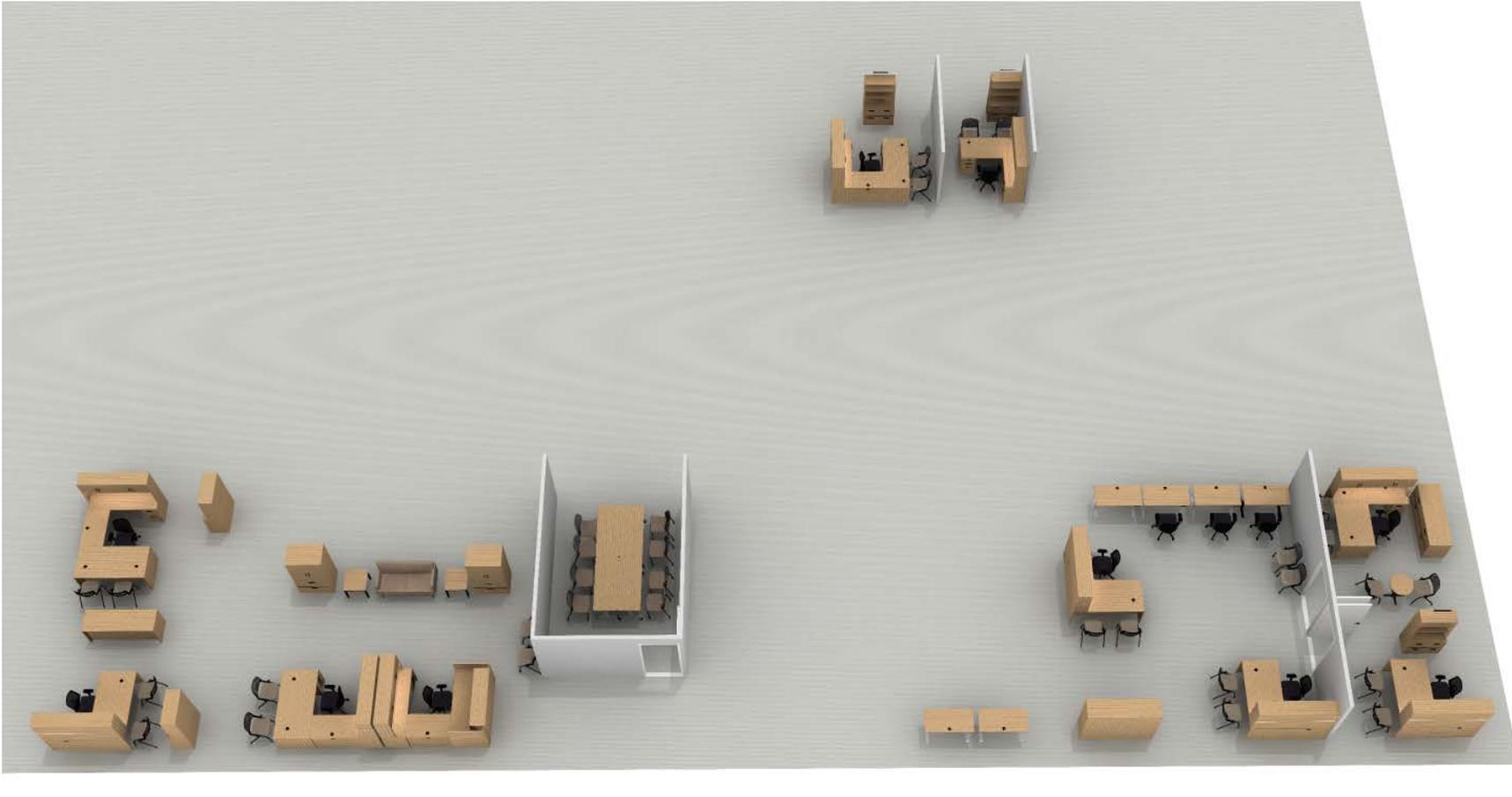
Visitors Center

Summary

	1ST	2ND	3RD	
Item	QTY	QTY	QTY	TOTAL
U-Shaped Desk	1	2	2	5
Plus hutch				5
L-Shaped Desk 72"x72" (or smaller)	2	7	9	18
Plus hutch	2	5	11	18
Two Drawer Lateral Storage File	2	4	6	12
Plus hutch				12
Four Drawer Lateral Storage File (Donna's office)	0	2	0	2
Desk Chair	2	9	11	22
Boltless Shelving 36 x 24 x 72"	2	5	4	11
48 x 24 x 72"	2	0	3	5
Five Shelf Bookcase	2	4	9	15
Guest chairs	4	14	17	35
Conference Table (flip top nesting tables)	0	2	2	4
Table base & 60" tabletop	0	2	2	4
Storage cabinet/lateral file 36"x24x66				3
HOSPITALITY CREDENZA for conf rooms		1	1	2
Mesh Nesting Chair	0	8	8	16
Electric Adjustable Height Desks 46x22	0	6	0	6
Electric Adjustable Height Desks 48x24				6
Chair mats	2	9	11	22
17" LED LIGHT W/POWER SUPPLY STARTER				22
Work Bench 72"x30"	1	0	0	1
Uline work stool	1	0	0	1
	23	80	96	247

OFFICES	
1st floor	2
2nd floor	4
3rd floor	6
	12
DESK/WORKSPACE	
1ST FLOOR	1
2nd floor	5
3RD FLOOR	5
	11

1st floor
2nd floor



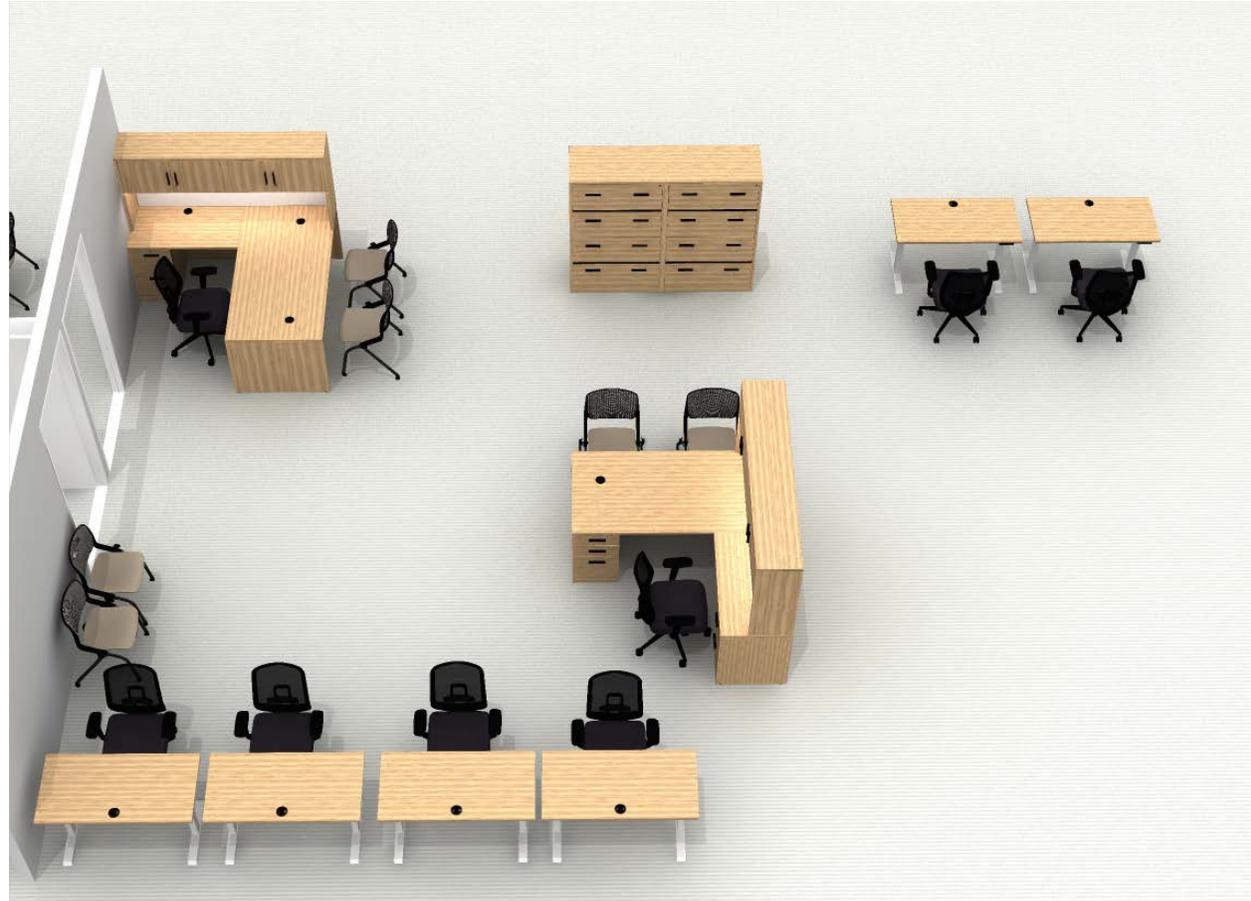
Rooms 101 and 102



Rooms 200 and 201



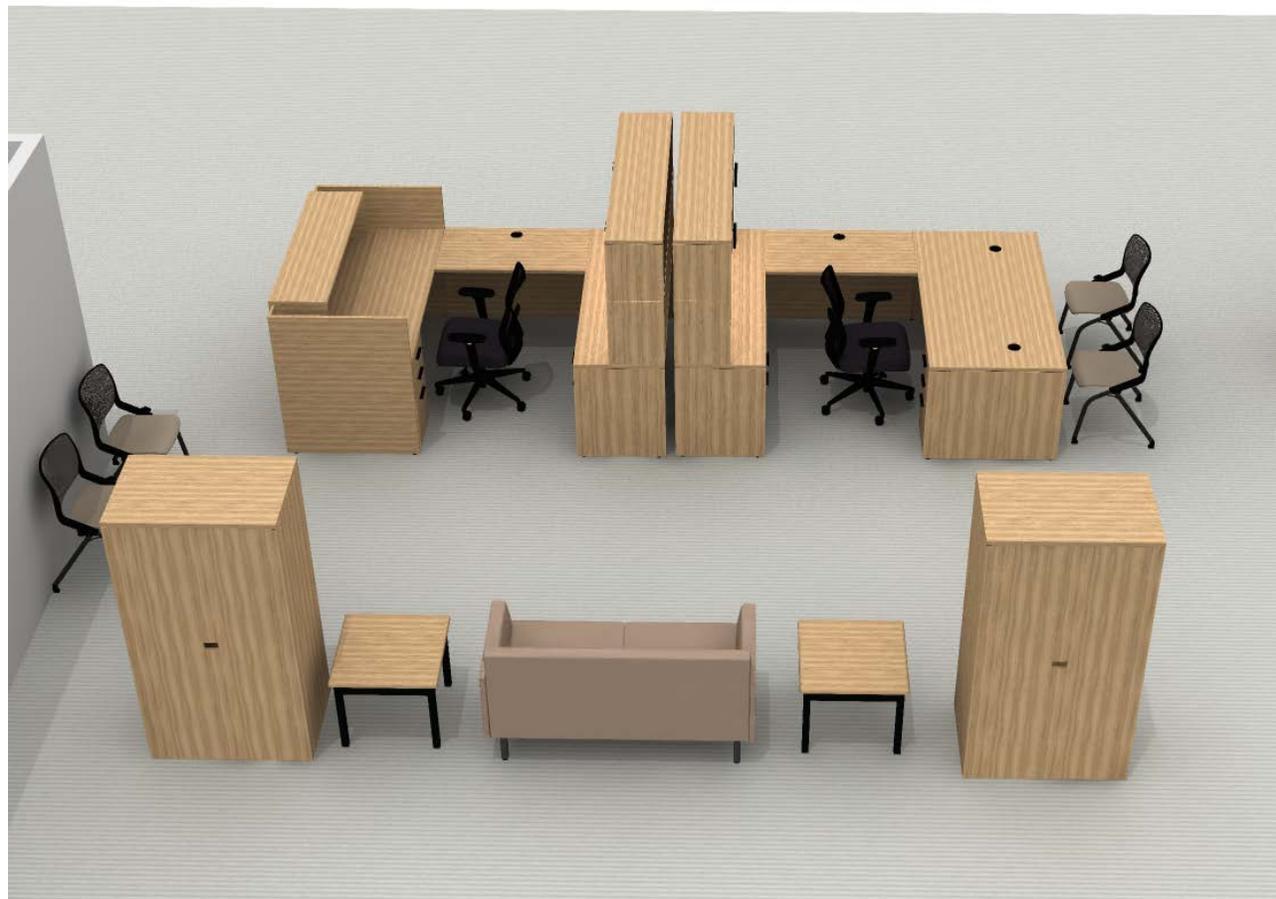
Room 202



Room 206 Conference Room



Room 207



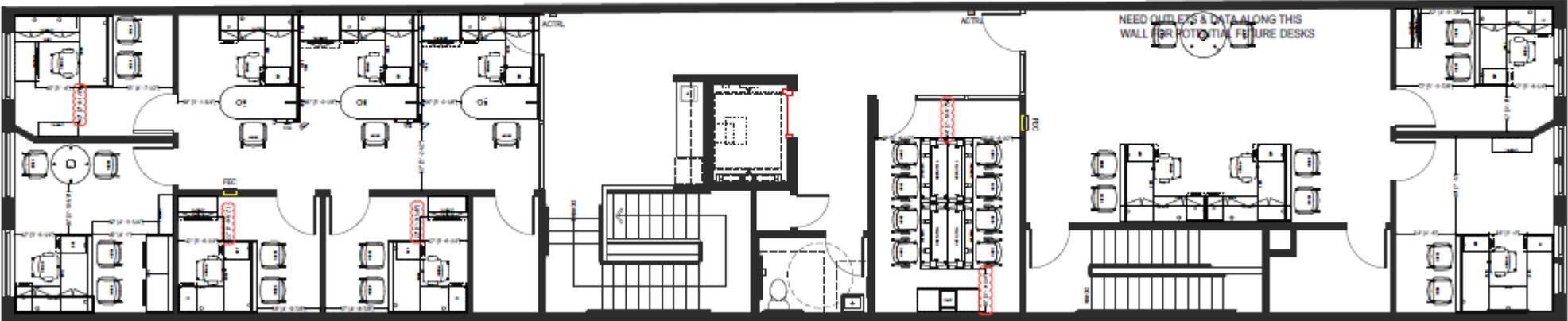
Room 209



Room 210



Third Floor

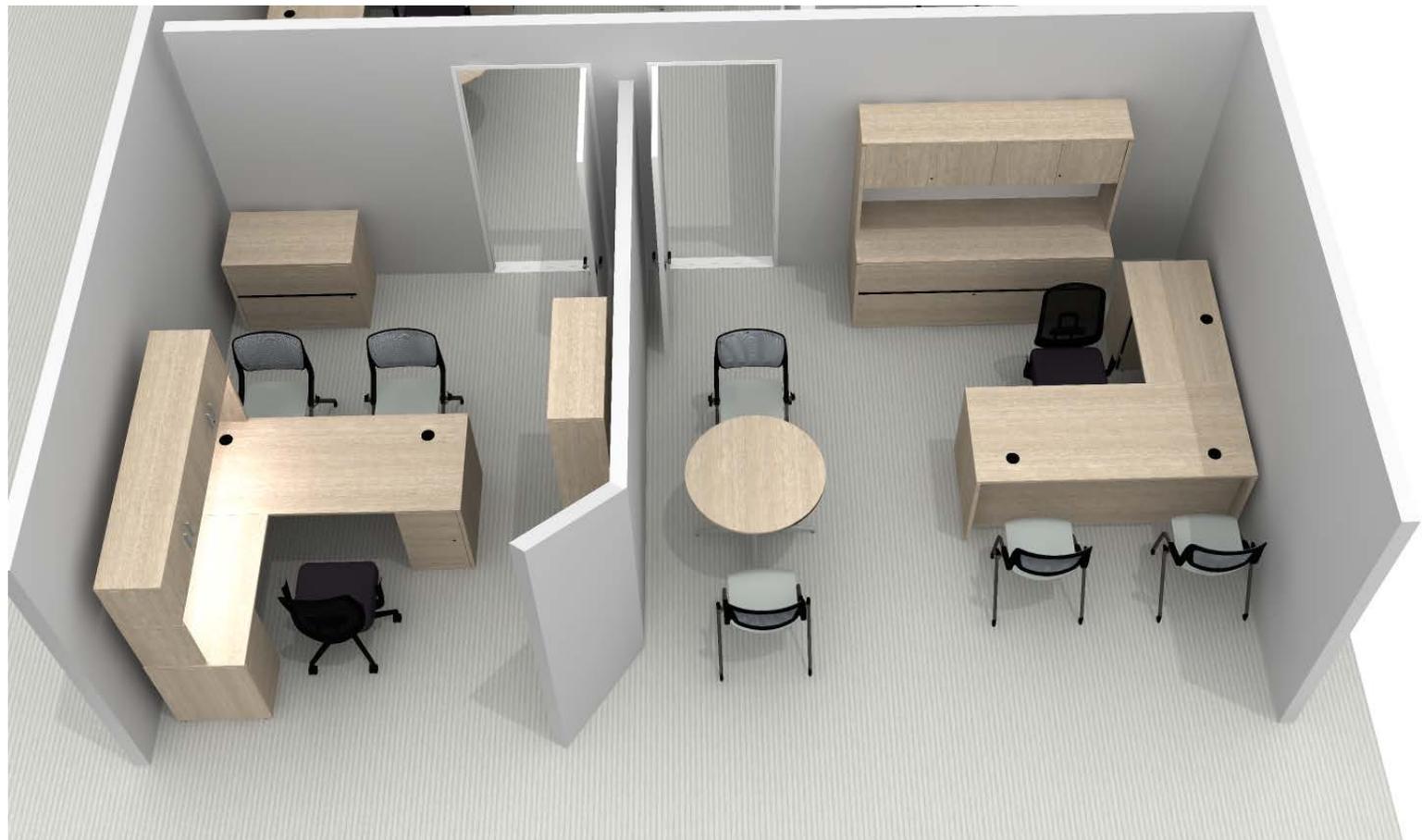


3rd Floor

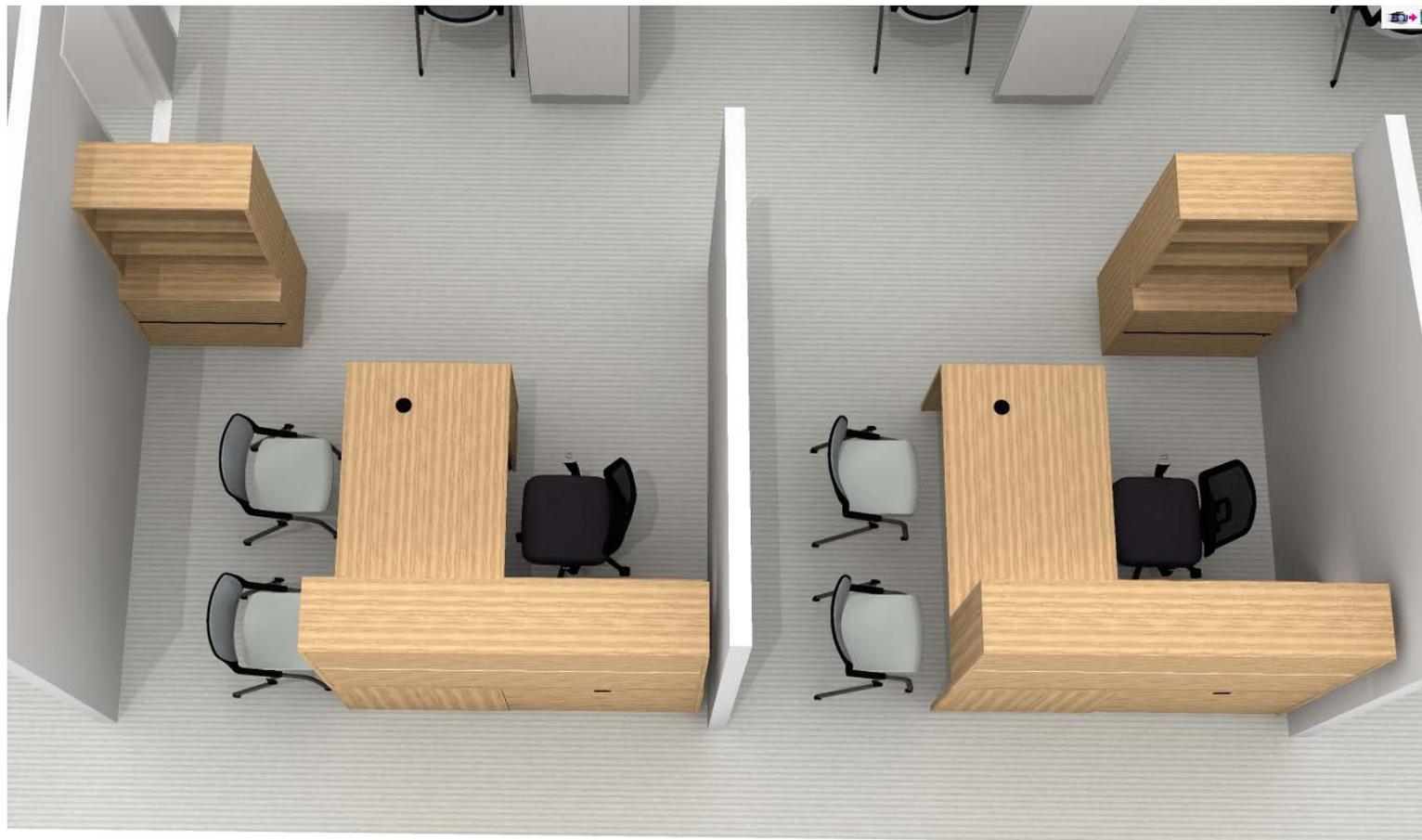


Conference Room

Room 300 & 301



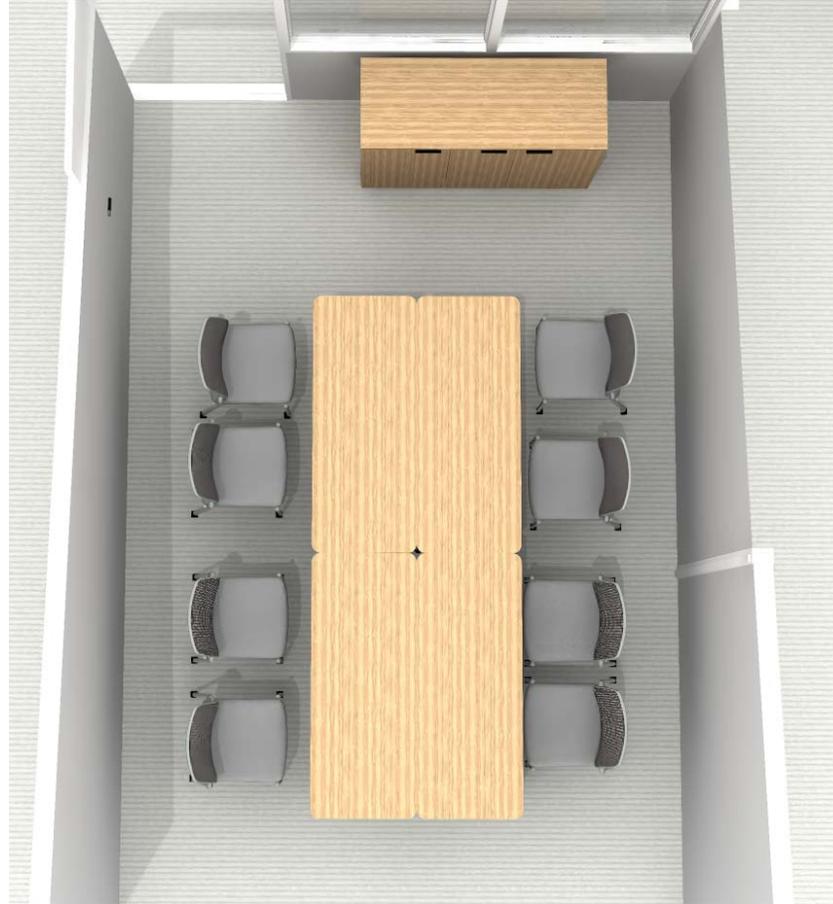
Room 302 & 303



Room 305



Room 308 – Conference Room



Room 309



City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on approving \$100,000, as budgeted, for the City's match for the Texas General Land Office Resilient Communities Grant.

Staff Contact

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

Summary

- The City has been awarded \$220,000 for:
 1. Updating the City's Building Code Ordinance
 2. Developing and adopting an Updated Comprehensive Plan
 3. Conducting a Land Use Study
 4. Updating the City's Zoning Ordinance
- The match amount is \$100,000. This amount was approved in FY2024 and was reallocated to FY2025 pending the award letter.
- Grant contract documents have been executed.

Staff Recommendation

Staff recommends approval to utilize the \$100,000 as match for the aforementioned purpose.

Recommended Motion

"I move to authorize the spending of \$100,000, as budgeted, for use as match for the Texas General Land Office Resilient Communities Grant."

Background Information and Analysis

The Texas General Land Office assists communities in developing guiding documents to address resiliency and land use. The Resilient Communities Grant Program provides financial assistance in order to realize these objectives. With this funding, the City will be able to update key documents that guide how we grow and build.

Financial Considerations

If the match is not approved, the City will not be in a position to fund the majority of the items listed in the Summary section above.

Prior Board or Council Action

No previous action taken.

Alternatives

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



GLO CONTRACT NO. 23-160-065-E941
COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM
RESILIENT COMMUNITIES PROGRAM
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF DENISON**, Texas Identification Number (TIN) **17560005138** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Planning Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$220,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** GLO Information Security Appendix
- ATTACHMENT F:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) Other guidance posted at <https://recovery.texas.gov/action-plans/mitigation/index.html>;
- (e) Other guidance posted at <https://recovery.texas.gov/mitigation/programs/resilient-communities-program/index.html>; and
- (f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“Act” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“Action Plan” means the *State of Texas CDBG Mitigation (CDBG-MIT) Action Plan*, as amended, found at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“Activity” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“Administrative and Audit Regulations” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“Advance Payment” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“Amendment” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“Application” or “Grant Application” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“Audit Certification Form” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“Benchmark” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“Budget” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“CDBG-MIT” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“C.F.R.” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[Comprehensive Plan](#)” means a document that formalizes community goals and aspirations into actionable policies that govern the growth of a community, specifically what types of buildings can be built and where.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$10,000, as defined at 2 C.F.R. § 200.1.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

“[Flood Damage Protection Ordinance](#)” means the regulatory framework through which a community controls and manages flood risks within its jurisdiction.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and

procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[Hazard Mitigation Plan](#)” means a comprehensive document, developed by a community and approved by FEMA, that contains detailed information about the types of natural hazards a community faces and the actions a community can take to reduce their vulnerability to these natural hazards before they strike.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[In-House Work Plan](#)” means a plan developed for each selected Project Activity that includes, at a minimum, the Activity objective, a timeline with significant milestones such as community meetings, draft plans, written approval of the Activity, and a list of the department and staff responsible for the Activity tasks. In-House Work Plans will be outlined by the Grant Manager in the grant kick off meeting with Subrecipient and plan requirements written into the RCP standard operating procedures and the RCP Application Guide when those documents are created and updated.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Land-Use Plan](#)” means a document that formalizes the regulatory framework through which a community controls and manages land usage within its jurisdiction.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Resilient Communities Program](#)” or “[RCP](#)” means the program administered by the GLO through which funds are awarded to Subrecipients to assist them in developing, updating, adopting, and implementing modern and resilient codes, plans, and ordinances to ensure that structures built within Subrecipient’s community can withstand future hazards.

“[Resilient Communities Program Application Guide](#)” or “[RCP Application Guide](#)” means the GLO’s guidance document that outlines the program requirements of the GLO’s RCP.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in the RCP Application Guide or by the Grant Manager that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means City of Denison, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

“[Zoning Ordinance](#)” means a regulatory framework through which a community may control and manage how property in specific geographic zones can be used.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment B**; **Attachment C**; **Attachment E**; **Attachment F**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, EXPENDITURES, AND PROGRAM INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **March 31, 2028**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period for up to two (2) additional one-year terms. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient’s fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424B, Federal Assurances for Non-Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 REPORTING REQUIREMENTS

Subrecipient shall submit any requested reports to the GLO through the TIGR system as prescribed in **Attachment A** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment F** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that is not eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.

- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product,

and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT or (b) retained by Subrecipient after compensating the GLO an amount equal to the current

fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, and D**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

City of Denison
300 West Main Street
Denison, Texas 75020
Attention: Bobby Atteberry

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 8.24**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter

unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 2.02, 2.03, 3.02, 3.04, 3.05, 8.03, 8.04, 8.10, 8.11, 8.12, 8.13, 8.14, 8.16, 8.17, 8.18, 8.19, 8.23, 8.24, and 8.29** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract and submittal of the final reimbursement request, the GLO will close the contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR WITHIN THIRTY (30) DAYS OF CONTRACT TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO IN ACCORDANCE WITH THIS SECTION MAY RESULT IN FORFEITURE AND

DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS, AT THE GLO'S SOLE DISCRETION.

The GLO will provide Subrecipient an official grant closeout letter upon satisfaction of all Project requirements.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's *de minimis* indirect cost rate shall be set according to 2 C.F.R. § 200.414(f).

8.25 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more

than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.27 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient.
- (b) Complaint Procedures: Subrecipient must prepare as part of its Start Up Documentation and maintain written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Subrecipient shall timely respond to all submitted, written citizen complaints, in accordance with its published complaint procedures. Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any complaints, responses to complaints, and technical assistance requested and/or provided.

8.28 PREFERENCE AND PROCUREMENT OF MATERIALS

To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

- (a) competitively within a timeframe allowing compliance with the Contract's performance schedule;
- (b) in a way that meets the Contract's performance requirements; or
- (c) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.29 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment E**.

8.30 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section

2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.31 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.32 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.33 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.34 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.35 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.36 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of credible

evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, and gratuity and the reporting of matters related to recipient integrity and performance.

8.37 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 23-160-065-E941
RESILIENT COMMUNITIES PROGRAM SUBRECIPIENT AGREEMENT**

GENERAL LAND OFFICE

CITY OF DENISON

Signed by:
Jennifer G Jones

E70CDF09B56540E...
Jennifer G. Jones

Chief Clerk and Deputy Land Commissioner

Date of execution: 1/6/2025

Signed by:
Bobby Atteberry

B2588FE097348E...
By: Bobby Atteberry

Title: Interim City Manager

Date of execution: 1/6/2025

OGC *NL*

PM *JA*

SDD *HL*

DGC *MB*

GC *JG*

DCC *AP*

ATTACHED TO THIS CONTRACT:

ATTACHMENT A Performance Statement, Budget, and Benchmarks

ATTACHMENT B Federal Assurances and Certifications

ATTACHMENT C General Affirmations

ATTACHMENT D Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E GLO Information Security Appendix

ATTACHMENT F Contract Reporting Template

ATTACHMENTS FOLLOW

**CITY OF DENISON
23-160-065-E941****PERFORMANCE STATEMENT**

The Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), made available \$12 billion in Community Development Block Grant – Mitigation (“CDBG-MIT”) for mitigation Activities for areas impacted by disasters occurring in 2015, 2016, and 2017. CDBG-MIT funds provide an opportunity for communities to carry out strategic and high-impact Activities to mitigate disaster risks and reduce the potential for future losses in areas impacted by recent disasters.

The Resilient Communities Program (“RCP”) funds CDBG-MIT Activities that work to increase a community’s resilience to disasters and reduce or eliminate the impact of future disasters. RCP provides aid to the most impacted and distressed (MID) areas covered in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan as designated by the State of Texas.

Subrecipient shall perform, or cause to be performed, the Activities identified herein for the target area specified in its approved RCP Grant Application: Develop and Adopt Building Code; Develop and Adopt Comprehensive Plan.

Subrecipient shall carry out the following Planning Activities in strict accordance with the terms of Subrecipient’s GLO-approved Project guidelines, the terms of this Contract and all Attachments, and the requirements of the GLO Implementation Manual and the RCP Application Guide, as each may be amended over time. Each of these documents is incorporated by reference into this Contract.

The grant total is \$220,000.00 Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO’s Community Development and Revitalization division (GLO-CDR).

PROJECT DESCRIPTION

Subrecipient shall conduct the following Planning Activities according to the requirements set forth below and in the RCP Application Guide. Subrecipient’s Planning Activities performed under this Contract will result in the development and formal adoption by Subrecipient of plans, codes, and/or ordinances.

Building Codes

Subrecipient shall develop, adopt, and implement building codes that foster a greater degree of resiliency by meeting or exceeding the International Residential Code (“IRC”) 2012. Each developed and adopted Building Code must meet or exceed the requirements set forth in the 2012 International Residential Code (IRC 2012).

Adoption of any developed Building Code must be completed by Subrecipient within 30 months of Contract execution. If Subrecipient fails to formally adopt a Building Code within the prescribed period, all funds drawn by Subrecipient relating to efforts supporting the development and adoption of the Building Codes will be subject to recapture by the GLO. At a minimum, supporting Building Code documentation submitted to the GLO must include a resolution from the applicable governing body for Subrecipient documenting the adoption of each Building Code.

Comprehensive Plan

Subrecipient shall develop and adopt a Comprehensive Plan that must include, at a minimum, the following elements for all base studies.

- Identification of local hazard risk(s), aligning with Subrecipient's local hazard mitigation plan, if one exists.
- Population study providing an estimate of the current population and projection for population increase over the next 20 years.
- Housing study describing the composition of the existing housing stock (including total number of units, number of single family and multifamily units, and vacancy rates) and a projection for the number of future housing units needed ten (10) years from the date of the plan, including the composition of said units (e.g., single family, multifamily).
- Land Use Plan or study that formalizes long-term community goals into governing policies describing the land use of every parcel within the jurisdiction and including a future land use map that accounts for future population changes. The Land Use Plan shall describe the location and types of structures that may be built within a given jurisdictional area and may serve as guidance document for the development of local codes and zoning ordinances or equivalent enforcement mechanisms. The Land Use Plan shall contain, at a minimum, the following:
 - 1) An integration of relevant portions of an applicable local hazard mitigation plan, if one exists;
 - 2) Identification of local hazard risks;
 - 3) Explanation of how the plan mitigates the identified local hazard risks; and
 - 4) Zoning ordinances or equivalent enforcing regulations or code provisions that codify the plan upon adoption by the applicable governmental entity.
- Infrastructure study that describes the water, wastewater, drainage, and streets systems, including length, width, materials, and condition or age (if available), as well as a capital improvement plan with proposed prioritized improvements to those systems.
- Additional studies (e.g., environmental, economic, etc.) may also be included.
- Zoning Ordinance(s), or similar governing regulation(s) or code provision(s), to support the adoption of the Comprehensive Plan. Each Zoning Ordinance or equivalent enforcing regulation or code provision, as applicable, will establish the set of regulations that define how the real property identified therein may be used and the type(s) of construction that may occur on said real property.

Adoption of the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s) must be completed within 30 months of Contract execution. If Subrecipient fails to formally adopt the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s), as applicable, within the prescribed period, all funds drawn by Subrecipient relating to efforts supporting the development and adoption of the Comprehensive Plan will be subject to recapture by the GLO. At a minimum, supporting Comprehensive Plan documentation submitted to the GLO must include resolutions from the applicable governing body documenting the adoption of the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s).

MILESTONES

Subrecipients may draw funds in accordance with the table(s) below subject to completion of the described milestones, as determined by the GLO. Subrecipient may draw up to, but not exceed, the identified percentage of the associated Activity line-item amount in the Project Budget until stated Deliverable(s) and reimbursement requests are submitted to and approved by the GLO.

Building Codes

Milestones	Not-to-Exceed Percentage of Activity Line-Item Amount in Budget
GLO approval of: <ul style="list-style-type: none"> • Start Up Documentation • Procurement documentation / In-House Work Plan 	0-5%
GLO approval of: <ul style="list-style-type: none"> • Building Code Preliminary Details • Draft Amendments (if amending) • Docs from Public Hearing (if amending) 	5.01-35%
GLO approval of: <ul style="list-style-type: none"> • Adopted Building Code • Evidence of adoption by jurisdiction 	35.01-95%
GLO approval of: <ul style="list-style-type: none"> • Grant closeout documents (including Grant Completion Report) 	95.01 – 100%

Comprehensive Plan

Milestones	Not-to-Exceed Percentage of Activity Line-Item Amount in Budget
GLO approval of: <ul style="list-style-type: none"> • Start Up Documentation • Procurement documentation / In-House Work Plan 	0-5%
GLO approval of: <ul style="list-style-type: none"> • Assessment of current Comprehensive Plans • Base studies • Docs - 1st round of public meetings • Draft Goals/Objectives/Policies 	5.01-35%
GLO approval of: <ul style="list-style-type: none"> • Docs - 2nd round of public meetings • Preliminary Draft Comprehensive Plan 	35.01-65%
GLO approval of: <ul style="list-style-type: none"> • Docs - 3rd round of public meetings • Adopted Comprehensive Plan, includes adoption of Land Use Plan • Adopted Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s) • Evidence of adoption by jurisdiction 	65.01 – 95%
GLO approval of: <ul style="list-style-type: none"> • Grant closeout documents (including Grant Completion Report) 	95.01-100%

BUDGET

HUD ACTIVITY TYPE	GRANT AMOUNT	OTHER FUNDS	TOTAL
Planning - Building Code	\$20,000.00	\$0	\$20,000.00
Comprehensive Plan	\$200,000.00	\$0	\$200,000.00
TOTAL	\$220,000.00	\$0	\$220,000.00

ASSURANCES – NON-CONSTRUCTION PROGRAMSOMB Approval No. 4040-0007
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Signed by:  <small>B2E8F0F38731485</small>	TITLE Interim City Manager
APPLICANT ORGANIZATION City of Denison	DATE SUBMITTED 1/6/2025

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87***

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

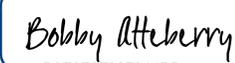
Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
City of Denison	23-160-065-E941

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Bobby Atteberry	Interim City Manager

SIGNATURE	DATE
Signed by:  B2E6F6F987314B5...	1/6/2025

* 24 C.F.R. 87 App. A, available at <https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA>. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

OMB Number: 4040-0013
 Expiration Date: 02/28/2025

1. *Type of Federal Action: _____ a. contract _____ b. grant _____ c. cooperative agreement _____ d. loan _____ e. loan guarantee _____ f. loan insurance	2. *Status of Federal Action: _____ a. bid/offer/application _____ b. initial award _____ c. post-award	3. *Report Type: _____ a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: 		
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
b. Individuals Performing Services (including address if different from No. 10a) Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. *Signature: _____ *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.

	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina’s 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a “cloud computing service” as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a “governmental entity” as defined in Texas Government Code Chapter 2251.

maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

- of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.
- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
 - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
 - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
 - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*
16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.
19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.
20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*
21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*
22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*
23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*
26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.
30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.
32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.
33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.
34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <http://glo.texas.gov>.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.
48. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based

on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u); 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.*), particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Sections 2 and 5 of the Order.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b)

and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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GLO Information Security Appendix

1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8. Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9. Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-MIT Funds	Enter amount of CDBG-MIT funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

Certificate Of Completion

Envelope Id: 341ADC17-B0B5-4F10-BA4F-A3DF2E954A16
 Subject: \$220K Contract: 23-160-065-E941 - City of Denison (Texas GLO)
 Source Envelope:
 Document Pages: 74
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Adrianna Segura
 1700 Congress Ave
 Austin, TX 78701
 adrianna.segura@glo.texas.gov
 IP Address: 204.65.210.175

Record Tracking

Status: Original
 12/31/2024 1:27:36 PM

Holder: Adrianna Segura
 adrianna.segura@glo.texas.gov

Location: DocuSign

Signer Events

Nathan Leake
 nathan.leake@glo.texas.gov
 Staff Attorney
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

Signature

Signature Adoption: Pre-selected Style
 Using IP Address: 204.65.210.239

Timestamp

Sent: 12/31/2024 2:05:00 PM
 Viewed: 1/2/2025 8:59:45 AM
 Signed: 1/2/2025 9:52:23 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Jet Hays
 jet.hays.glo@recovery.texas.gov
 Deputy Director, Integration
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

Signature Adoption: Pre-selected Style
 Using IP Address: 204.65.210.167

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 Viewed: 1/2/2025 10:03:33 AM
 Signed: 1/2/2025 10:03:44 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Heather Lagrone
 heather.lagrone.glo@recovery.texas.gov
 Sr Dep director
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

Signature Adoption: Pre-selected Style
 Using IP Address: 104.54.227.24
 Signed using mobile

Sent: 1/2/2025 10:03:57 AM
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 Signed: 1/2/2025 11:08:23 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Marc Barenblat
 marc.barenblat@glo.texas.gov
 Deputy General Counsel
 Texas General Land Office
 Security Level: Email, Account Authentication
 (None)

Signature Adoption: Pre-selected Style
 Using IP Address: 104.15.130.4

Sent: 1/2/2025 11:08:30 AM
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Electronic Record and Signature Disclosure:
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Carbon Copy Events	Status	Timestamp
<p>Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	Sent: 12/31/2024 1:40:00 PM
<p>Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	Sent: 12/31/2024 1:40:00 PM
<p>Lance White lance.white@glo.texas.gov Manager, Contracts Management Division Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	Sent: 12/31/2024 1:40:00 PM
<p>Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	Sent: 12/31/2024 1:40:01 PM Resent: 12/31/2024 2:04:59 PM
<p>Adrianna Segura adrianna.segura@glo.texas.gov Contract Specialist IV Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	Sent: 12/31/2024 1:40:01 PM Resent: 1/6/2025 3:01:10 PM
<p>Stefanie Jackson Stefanie.Jackson@glo.texas.gov Purchaser Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	Sent: 12/31/2024 1:40:02 PM Viewed: 1/6/2025 4:38:56 PM
<p>Kalyn Scott kalyn.scott.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; font-size: 1.2em; color: blue;">COPIED</div>	Sent: 1/2/2025 9:52:30 AM

Carbon Copy Events	Status	Timestamp
<p>Regina Erasles regina.erasles.glo@recovery.texas.gov Grant Coordinator Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/2/2025 9:52:30 AM
<p>Socorro Jones Socorro.Jones.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/2/2025 9:52:29 AM
<p>Matthew Anderson matthew.anderson@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/2/2025 9:52:29 AM
<p>Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/2/2025 9:52:29 AM
<p>Mary Tate mtate@cityofdenison.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/2/2025 4:08:11 PM Viewed: 1/6/2025 12:09:56 PM
<p>Garrett Purcell Garrett.Purcell@glo.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/6/2025 3:00:59 PM
<p>HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/6/2025 3:00:59 PM
<p>DeQuincy Adamson dequincy.adamson@glo.texas.gov Director, Internal Audit Texas General Land Office Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div style="border: 2px solid blue; padding: 5px; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	Sent: 1/6/2025 3:01:01 PM

Carbon Copy Events	Status	Timestamp
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/6/2025 3:01:02 PM
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/6/2025 3:01:02 PM
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Management Analyst Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/6/2025 3:01:03 PM
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/6/2025 3:01:04 PM
Jacob Geray jacob.geray.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/6/2025 3:01:06 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	12/31/2024 2:04:59 PM
Envelope Updated	Security Checked	12/31/2024 2:04:59 PM
Envelope Updated	Security Checked	12/31/2024 2:04:59 PM
Envelope Updated	Security Checked	1/3/2025 3:54:12 PM
Certified Delivered	Security Checked	1/6/2025 2:59:13 PM
Signing Complete	Security Checked	1/6/2025 3:00:53 PM
Completed	Security Checked	1/6/2025 3:01:06 PM

Payment Events	Status	Timestamps
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City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a Resolution authorizing continued participation with the Steering Committee of Cities Served by Oncor and authorizing the payment of eleven cents (\$0.11) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

Staff Contact

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

Summary

- The City of Denison is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee).
- The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city.
- Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.
- The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City.

Staff Recommendation

Staff recommends adoption of the Resolution.

Recommended Motion

“I move to adopt the Resolution authorizing continued participation with the Steering Committee of Cities Served by Oncor and authorizing the payment of eleven cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.”

Background Information and Analysis

The City of Denison is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of an eleven cent (\$0.11) per capita fee to fund the activities of the Steering Committee.

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public

Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Financial Considerations

The annual membership cost for this year is \$2,897.73 based on the 11 cents per capita charge. This is budgeted out of the General Fund.

Prior Board or Council Action

The City Council approves this membership annually and has for the past several years.

Alternatives

Council may table this item.

Oncor Cities Steering Committee

Invoice

C/O City of Arlington
Attn: Brandi Stigler
PO Box 90231
Arlington, TX 76004

Date	Invoice #
12/19/2024	25-41

Bill To
City of Denison

Item	Population	Per Capita	Amount
2025 Membership Assessment	26,343	0.11	2,897.73
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, C/O City of Arlington, Attn: Brandi Stigler, PO Box 90231, Arlington, Texas 76004			Total \$2,897.73

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF ELEVEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Denison, Texas is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2024 meeting set a budget for 2025 that compels an assessment of eleven cents (\$0.11) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Denison and protect the interests of the customers of Oncor Electric Delivery Company, LLC, residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of eleven cents (\$0.11) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor, c/o City of Arlington*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, Mail Stop 63-0300, PO Box 90231, Arlington, Texas 76004.

PRESENTED AND PASSED on this the 3rd day of February 2025, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Denison, Texas.

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 the appointment of Jackie Melancon to Place No. 7 on the Texoma Community Center Board of Trustees to serve the remainder of an unexpired two-year term, effective upon appointment to August 31, 2026.

Staff Contact

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

Summary

- The Texoma Community Center (TCC) Board of Trustees are appointed by the governing bodies of the member entities.
- Place No. 7 on the Board is a rotating position between the City of Denison, City of Sherman and Grayson County. This position rotated to the City of Denison in September of 2024, however, until now, no applicants have applied to serve in this place.
- Ms. Melancon is a Behavior Specialist and Thrive Coordinator for Denison ISD. TCC strongly supports this appointment.
- Ms. Melancon is eligible and willing to serve in Place 7 for the remainder of the unexpired term, effective upon appointment by the Council until August 31, 2026.

Staff Recommendation

Staff recommends the reappointment of Holly Jenkins to the Texoma Community Center Board of Trustees.

Recommended Motion

“I move to appoint Jackie Melancon to Place No. 7 on the Texoma Community Center Board of Trustees to serve the remainder of a two-year term effective upon appointment by the Council and expiring on August 31, 2026.”

Background Information and Analysis

The Texoma Community Center (TCC) Board of Trustees are appointed by the governing bodies of the member entities, which includes Denison, Sherman and Grayson County. Place No. 7 is filled on a rotating basis by appointees from Denison, Sherman and Grayson County. With expiration of the term on August 31, 2024, this Place rotated to Denison to be filled. However, no applicants have applied until now. The function of the Board is to design programs of mental health, recovery and adult protective services under which local funds contributed by members shall be spent solely for programs conducted wholly within the respective counties of the parties contributing such funds.

Ms. Melancon is a Behavior Specialist and Thrive Coordinator for Denison ISD. TCC strongly supports this appointment. Ms. Melancon is willing and eligible to serve on the Board in Place No. 7 and would serve the remainder of a two-year term effective upon appointment by the Council and expiring on August 31, 2026.

Financial Considerations

None.

Prior Board or Council Action

None.

Alternatives

Council may deny, recommend another candidate or table the agenda item.

From: [Sylvia Cave](#)
To: [Wallentine, Christine](#)
Subject: [EXTERNAL] Board Appointment
Date: Wednesday, January 29, 2025 2:12:59 PM
Attachments: [image001.png](#)
[JM BOT App.pdf](#)

EXTERNAL SENDER: This email was sent from an external source. Please do not open attachments, click on links or enter credentials unless you recognize the sender and know the content is safe.

ATTACHMENT DETECTED: Please report suspicious content by forwarding this email to phishing@cityofdenison.com or use the phish alert button.

HYPERLINK DETECTED: Please report suspicious content by forwarding this email to phishing@cityofdenison.com or use the phish alert button.

Good afternoon---

Attached please find the application for Jackie Melancon for appointment to the Texoma Community Center Board of Trustees for Place #7 which is a rotating position that rotated to Denison this year and will rotate again August 31, 2026. TCC supports this appointment. Please place the appointment request on the Agenda for the City Council meeting as soon as possible, and once the Minutes for the meeting are signed, could we please have a copy sent to me, or if you post them on your website, just directions where to find them.

Thank you so much, and please let me know if you have any questions.

Sylvia A. Cave, LCSW-Supervisor

Chief Executive Officer

Texoma Community Center

Certified Community Behavioral Health Clinic

Office: [903-957-4866](tel:903-957-4866)

Cell: 903-267-9616

Email: scave@texomacc.org

Website: <https://www.texomacc.org>

24-hour Crisis Line (877) 277-2226



Confidentiality Statement: This information has been disclosed to you from records protected by Federal confidentiality rules (42 CFR part 2). The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restricts any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient.

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 applications for the FY 2025 ALERRT Travel Assistance Grant Program (Grant No. 5383701) by and between the Office of the Governor Public Safety Office and the City of Denison.

Staff Contact

John Janes, Grants Coordinator

jjanes@denisontx.gov

903-465-2720 Ext. 2510

Summary

- By February 13th, 2025, a grant application will be submitted by the City of Denison to OOG Public Safety Office for funding ALERRT Travel expenses.
- The grant has no maximum award, and no cost share.
- If awarded, the project is estimated to take approximately 12 months, including contract negotiation, reimbursement, and grant closeout.

Staff Recommendation

Staff recommends approval of the grant application

Recommended Motion

“I move to adopt the resolution authorizing the Interim City Manager to make applications for the FY 2025 ALERRT Travel Assistance grant program (Grant No. 5383701) by and between the Office of the Governor Public Safety Office and the City of Denison.”

Background Information and Analysis

By August 31st, 2025, a grant application will be submitted by the City of Denison, requesting funds for ALERRT travel costs. A requirement of the RFP (request for proposal) is an authorization form completed and submitted by the deadline.

Financial Considerations

There is no match required for this grant.

Alternatives

Council may deny or table this agenda item.

Print This Page

Grant/App: 5383701 **Start Date:** 1/1/1900 **End Date:** 1/1/1900

Status: Application Pending Submission

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- Yes
- No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

Enter the End Date [mm/dd/yyyy]:

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

Single Audit

Applicants who expend less than \$750,000 in federal grant funding or less than \$750,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$750,000 or more, or state grant funding of \$750,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- Yes
- No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

You are logged in as **User Name:** jjanes

CITY OF DENISON, TX
RESOLUTION NO. _____

WHEREAS, the City of Denison, Texas (“City”) finds it in the best interest of the citizens of the City of Denison, that the Denison PD ALERRT Training be operated for the 2025-2026 Year; and

WHEREAS, the City agrees to provide applicable matching funds for the said project as required by the AL-ALERRT Law Enforcement Training grant application; and

WHEREAS, the City agrees that in the event of loss or misuse of the Office of the Governor Public Safety Office funds, the City assures that the funds will be returned to the Office of the Governor Public Safety Office in full.

WHEREAS, the City designates the Interim City Manager, or his designee, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City approves submission of the grant application for the Denison PD ALERRT Training to the Office of the Governor Public Safety Office.

Passed and Approved this 3rd day of February 2025

ROBERT CRAWLEY, Mayor

ATTEST:

Christine Wallentine, City Clerk

Grant Number: 5383701

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 applications for the FY 2026 Body Worn Camera Grant Program (Grant No. 5439401) by and between the Office of the Governor Public Safety Office and the City of Denison.

Staff Contact

John Janes, Grants Coordinator

jjanes@denisontx.gov

903-465-2720 Ext. 2510

Summary

- By February 13th, 2025, a grant application will be submitted by the City of Denison to OOG Public Safety Office for Police Body Camera expenses.
- The grant has no maximum award, and a 25% cost share.
- If awarded, the project is estimated to take approximately 12 months beginning in October, including contract negotiation, reimbursement, and grant closeout.

Staff Recommendation

Staff recommends approval of the grant application

Recommended Motion

“I move to adopt the resolution.”

Background Information and Analysis

By February 13th, 2025, a grant application will be submitted by the City of Denison, requesting funds for Police Body Cameras. A requirement of the RFP (request for proposal) is an authorization form completed and submitted by the deadline.

Financial Considerations

There is a 25% cost share required for this grant.

Alternatives

Council may deny or table this agenda item.

[Print This Page](#)**Grant/App:** 5439401 **Start Date:** 1/1/1900 **End Date:** 1/1/1900**Status:** Application Pending Submission

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** tab and following the instructions on *Uploading eGrants Files*.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

Enter the End Date [mm/dd/yyyy]:

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- Yes
- No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

You are logged in as **User Name:** jjanas

CITY OF DENISON, TX
RESOLUTION NO. _____

WHEREAS, the City of Denison (“City”) finds it in the best interest of the citizens of City of Denison, that the Denison PD Body Camera be operated for the 2025-2026 Year; and

WHEREAS, the City agrees to provide applicable matching funds for the said project as required by the BC-Body-Worn Camera (BWC) Program grant application; and

WHEREAS, the City agrees that in the event of loss or misuse of the Office of the Governor Public Safety Office funds, the City assures that the funds will be returned to the Office of the Governor Public Safety Office in full.

WHEREAS, the City designates the Interim City Manager, or his designee, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City approves submission of the grant application for the Denison PD Body Camera to the Office of the Governor.

Passed and Approved this 3rd day of February 2025.

ROBERT CRAWLEY, Mayor

ATTEST:

Christine Wallentine, City Clerk

Grant Number: 5439401

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 FY 2026 State and Local Cybersecurity Grant Program – Assessment and Evaluation (Grant No. 5444001) by and between the Office of the Governor Public Safety Office and the City of Denison.

Staff Contact

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

Summary

- By February 13th, 2025, a grant application will be submitted by the City of Denison to OOG Public Safety Office for IT Penetration testing.
- The grant has no maximum award and requires a city match of 20% of project costs.
- If awarded the project is estimated to take approximately 12 months, including contract negotiation, reimbursement, and grant closeout.

Staff Recommendation

Staff recommends approval of the grant application

Recommended Motion

“I move to adopt the resolution authorizing the Interim City Manager to make application for the FY 2026 State and Local Cybersecurity Grant Program – Assessment and Evaluation (Grant No. 5444001) by and between the Office of the Governor Public Safety Office and the City of Denison.”

Background Information and Analysis

By February 13th, 2025, a grant application will be submitted by the City of Denison, requesting funds for IT Penetration Testing. A requirement of the RFP (request for proposal) is an authorization form completed and submitted by the deadline.

Financial Considerations

There is a 20% cost share.

Alternatives

Council may deny or table this agenda item.

Grant/App: 5444001

Start Date:
1/1/1900Status: Application Pending
Submission

End Date: 1/1/1900 Fund Source: CY-State and Local Cybersecurity Grant Program

Current Program Manager:

Liquidation Date:

Original Award: \$0.00

Current Budget:
\$0.00

Current Award: \$0.00

CFDA: 97.137

OOG Solicitation: State and Local Cybersecurity Grant Program - Assessment and Evaluation
[Announcement](#)

Eligibility Profile Narrative Activities Measures Budget Documents Cyber.Security Conditions.of.Funding Submit.Application Summary Upload.Files My.Home

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General Information and Instructions

[View Introduction](#)[View Single Audits](#)

Fund Source Information and Requirements

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

Enter the End Date [mm/dd/yyyy]:

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- Yes
- No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

Enter the debarment justification:

DO NOT DELETE THIS PLACE HOLDER ITEM

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
- No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
- No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are **NOT** required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

Position 2 - Name:

Position 2 - Total Compensation (\$):

Position 3 - Name:

Position 3 - Total Compensation (\$):

Position 4 - Name:

Position 4 - Total Compensation (\$):

Position 5 - Name:

Position 5 - Total Compensation (\$):

Note from Grantee to OOG

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CITY OF DENISON, TX
RESOLUTION NO. _____

WHEREAS, The City of Denison (“City”) finds it in the best interest of the citizens of City of Denison, that the Denison Penetration Testing be operated for the 2025-2026 Year; and

WHEREAS, the City agrees to provide applicable matching funds for the said project as required by the **OOG Solicitation: State and Local Cybersecurity Grant Program - Assessment and Evaluation grant application**; and

WHEREAS, the City agrees that in the event of loss or misuse of the Office of the Governor Public Safety Office funds, the City assures that the funds will be returned to the Office of the Governor Public Safety Office in full.

WHEREAS, the City designates the Interim City Manager, or their designee, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City approves submission of the grant application for the Denison Penetration Testing to the Office of the Governor Public Safety Office.

Passed and Approved this 3rd day of February 2025.

ROBERT CRAWLEY, Mayor

ATTEST:

Christine Wallentine, City Clerk

Grant Number: 5444001

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 applications for the FY 2026 State and Local Cybersecurity Grant Program – Governance and Planning (Grant No. 5444101) by and between the Office of the Governor Public Safety Office and the City of Denison.

Staff Contact

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

Summary

- By February 13th, 2025, a grant application will be submitted by the City of Denison to OOG Public Safety Office for Incident and Response Planning.
- The grant has no maximum award and requires a city match of 20% of project costs.
- If awarded the project is estimated to take approximately 12 months, including contract negotiation, reimbursement, and grant closeout.

Staff Recommendation

Staff recommends approval of the grant application

Recommended Motion

“I move to adopt the resolution authorizing the Interim City Manager to make applications for the FY 2026 State and Local Cybersecurity Grant Program – Governance and Planning (Grant No. 5444101) by and between the Office of the Governor Public Safety Office and the City of Denison.”

Background Information and Analysis

By February 13th, 2025, a grant application will be submitted by the City of Denison, requesting funds for Incident and Response Planning. A requirement of the RFP (request for proposal) is an authorization form completed and submitted by the deadline.

Financial Considerations

There is a 20% cost share

Alternatives

Council may deny or table this agenda item.

Grant/App: 5444101	Start Date: 1/1/1900
Status: Application Pending Submission	End Date: 1/1/1900 Fund Source: CY-State and Local Cybersecurity Grant Program
Current Program Manager:	Liquidation Date:
Original Award: \$0.00	
Current Budget: \$0.00	Current Award: \$0.00
	CFDA: 97.137
	OOG Solicitation: State and Local Cybersecurity Grant Program - Governance and Planning Announcement

Eligibility Profile Narrative Activities Measures Budget Documents Cyber.Security Conditions.of.Funding Submit.Application Summary Upload.Files My.Home

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General Information and Instructions

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Fund Source Information and Requirements

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- Yes
- No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

Enter the End Date [mm/dd/yyyy]:

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- Yes
- No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
- Unable to Certify

Enter the debarment justification:

DO NOT DELETE THIS PLACE HOLDER ITEM

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

- Yes
- No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

- Yes
- No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to the first statement you are **NOT** required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

Position 2 - Name:

Position 2 - Total Compensation (\$):

Position 3 - Name:

Position 3 - Total Compensation (\$):

Position 4 - Name:

Position 4 - Total Compensation (\$):

Position 5 - Name:

Position 5 - Total Compensation (\$):

Note from Grantee to OOG

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CITY OF DENISON, TX
RESOLUTION NO. _____

WHEREAS, the City (“City”) finds it in the best interest of the citizens of City of Denison, that the Denison IT Incident and Response Planning be operated for the 2025-2026 Year; and

WHEREAS, the City agrees to provide applicable matching funds for the said project as required by the **OOG Solicitation: State and Local Cybersecurity Grant Program - Governance and Planning** grant application; and

WHEREAS, the City agrees that in the event of loss or misuse of the Office of the Governor Public Safety Office funds, the City assures that the funds will be returned to the Office of the Governor Public Safety Office in full.

WHEREAS, the City designates the Interim City Manager, or their designee, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City approves submission of the grant application for the Denison IT Incident and Response Planning to the Office of the Governor Public Safety Office.

Passed and Approved this 3rd day of February 2025.

ROBERT CRAWLEY, Mayor

ATTEST:

Christine Wallentine, City Clerk

Grant Number: 5444101

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 applications for the FY 2026 State and Local Cybersecurity Grant Program – Workforce Development (Grant No. 5444301) by and between the Office of the Governor Public Safety Office and the City of Denison.

Staff Contact

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

Summary

- By February 13th, 2025, a grant application will be submitted by the City of Denison to OOG Public Safety Office for Workforce Development.
- The grant has no maximum award and requires a city match of 20% of project costs.
- If awarded the project is estimated to take approximately 12 months, including contract negotiation, reimbursement, and grant closeout.

Staff Recommendation

Staff recommends approval of the grant application

Recommended Motion

“I move to adopt the resolution authorizing the Interim City Manager to make applications for the FY 2026 State and Local Cybersecurity Grant Program – Workforce Development (Grant No. 5444301) by and between the Office of the Governor Public Safety Office and the City of Denison.”

Background Information and Analysis

By February 13th, 2025, a grant application will be submitted by the City of Denison, requesting funds for IT Workforce Development. A requirement of the RFP (request for proposal) is an authorization form completed and submitted by the deadline.

Financial Considerations

There is a 20% cost share.

Alternatives

Council may deny or table this agenda item.

[Print This Page](#)**Grant/App:** 5444301 **Start Date:** 1/1/1900 **End Date:** 1/1/1900**Status:** Application Pending Submission

Resolution from Governing Body

Applications from nonprofit corporations, local units of governments, and other political subdivisions must include a [resolution](#) that contains the following:

1. Authorization by your governing body for the submission of the application to the Public Safety Office (PSO) that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update the PSO should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to PSO.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by going to the **Upload.Files** tab and following the instructions on Uploading eGrants Files.

Contract Compliance

Will PSO grant funds be used to support any contracts for professional services?

Select the appropriate response:

- Yes
 No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- Yes
 No
 N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

- Yes
 No
 N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

Enter the End Date [mm/dd/yyyy]:

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (in Whole Dollars \$) of Federal Grant Funds expended:

Enter the amount (in Whole Dollars \$) of State Grant Funds expended:

Single Audit

Applicants who expend less than \$1,000,000 in federal grant funding or less than \$1,000,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a PSO grant. However, PSO may require a limited scope audit as defined in 2 CFR Part 200, Subpart F - Audit Requirements.

Has the applicant agency expended federal grant funding of \$1,000,000 or more, or state grant funding of \$1,000,000 or more during the most recently completed fiscal year?

Select the appropriate response:

- Yes
 No

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor in accordance with the State of Texas Single Audit Circular; or CFR Part 200, Subpart F - Audit Requirements.

Enter the date of your last annual single audit:

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

- I Certify
 Unable to Certify

Enter the debarment justification:

DO NOT DELETE THIS PLACE HOLDER ITEM

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (HSGD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient’s preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Yes

No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?

Yes

No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: “Total compensation” means the complete pay package of each of the sub recipient’s compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation (\$):

Position 2 - Name:

Position 2 - Total Compensation (\$):

Position 3 - Name:

Position 3 - Total Compensation (\$):

Position 4 - Name:

Position 4 - Total Compensation (\$):

Position 5 - Name:

Position 5 - Total Compensation (\$):

You are logged in as **User Name:** jjanes

**CITY OF DENISON, TX
RESOLUTION NO. _____**

WHEREAS, the City of Denison (“City”) finds it in the best interest of the citizens of City of Denison, that the Denison IT Workforce Development be operated for the 2025-2026 Year; and

WHEREAS, the City agrees to provide applicable matching funds for the said project as required by the **OOG Solicitation: State and Local Cybersecurity Grant Program - Workforce Development** grant application; and

WHEREAS, the City agrees that in the event of loss or misuse of the Office of the Governor Public Safety Office funds, the City assures that the funds will be returned to the Office of the Governor Public Safety Office in full.

WHEREAS, the City designates the Interim City Manager, or their designee, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City approves submission of the grant application for the Denison IT Workforce Development to the Office of the Governor Public Safety Office.

Passed and Approved this 3rd day of February 2025.

ROBERT CRAWLEY, Mayor

ATTEST:

Christine Wallentine, City Clerk

Grant Number: 5444301

City Council Meeting Staff Report



February 3, 2025

Agenda Item

Receive a report, hold a discussion, and take action on authorizing Quarter 1 amendments to the FY2025 operating budget.

Staff Contact

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

Summary

- Council approved the original FY2025 budget on September 3, 2024.
- Council approved an amended budget on September 16, 2024 based on the City's new tax rate.
- Quarter 1 close was completed on January 17, 2025.
- Staff requests approval of Quarter 1 amendments to the FY2025 operating budget.

Staff Recommendation

Staff recommends approval of Quarter 1 amendments to the FY2025 operating budget.

Recommended Motion

"I move that we approve Quarter 1 amendments to the FY2025 operating budget."

Background Information and Analysis

Council approved the original FY2025 budget on September 3, 2024. On September 16, 2024 an amended budget based on the City's new tax rate was brought before Council and approved. Accounting staff review the budget monthly, quarterly, and annually to monitor spending and compliance. Each quarter, account overages are reviewed to determine if budget amendments are needed. Unforeseeable events, or spikes in costs of fees, goods, or materials may require an increase to the current budget. For Quarter 1, the General Operating Fund amendments total is \$292,687. There are no amendments being requested for the Utility Operating Fund. Details of the amendments are included with this agenda item.

Financial Considerations

The reduction in Fund Balance by \$292,687 equates to 2.25 days of reserve.

Prior Board or Council Action

Council approved the original FY2025 budget on September 3, 2024.
Council approved the amended FY2025 budget on September 16, 2024.

Alternatives

Budget Amendments are required for overages. Council could choose to postpone the amendments until a later meeting or until year end. Postponing the amendments will affect staff's ability to track budget percentages to ensure expenses remain within approved limits as the fiscal year progresses.

FY2025
Quarter 1 Budget Amendments
October 2024 through December 2024

Part 1			
GENERAL FUND			<i>* Amendment Amount</i>
<i>Division</i>	<i>Account</i>	<i>Reason</i>	
04-Non Departmental	84180-Claims & Refunds	Payoffs on units 7026 and 2024 due to vehicles being totaled	\$ 46,525
09 Information Technology	83995-Public Safety	Payment on a prior year Motorola invoice still outstanding	\$ 69,275
60-Fleet Services	82942-Repairs (Fire)	Mechanical repairs to ladder truck #2 and loaner truck	\$ 39,811
60-Fleet Services	82944-Repairs (Public Works)	Mechanical repairs to aging refuse trucks	\$ 87,423
60-Fleet Services	82945-Body Repairs	Body repairs to various units	\$ 49,652
General Fund Net Adjustment:			\$ 292,687

UTILITY FUND			<i>* Amendment Amount</i>
<i>Division</i>	<i>Account</i>	<i>Reason</i>	
NO AMENDMENTS FOR UTILITY FUND			\$ -
			\$ -
			\$ -
Utility Fund Net Adjustment:			\$ -

Part 2			
GENERAL FUND			<i>* Amendment Amount</i>
<i>Division</i>	<i>Account</i>	<i>Reason</i>	
070-Parks	82930-Mowing	Reallocation of funds for new mowing & maintenance plan	\$ (195,464)
070-Parks	81100-Salaries & Wages	Reallocation of funds for new mowing & maintenance plan	\$ 97,390
070-Parks	81040-Insurance	Reallocation of funds for new mowing & maintenance plan	\$ 18,135
070-Parks	81020-Retirement	Reallocation of funds for new mowing & maintenance plan	\$ 10,849
070-Parks	81010-Social Security	Reallocation of funds for new mowing & maintenance plan	\$ 7,450
070-Parks	81050-Workers Comp	Reallocation of funds for new mowing & maintenance plan	\$ 3,331
060-Fleet	83160-Auto/Equip Fuel	Reallocation of funds for new mowing & maintenance plan	\$ 7,000
070-Parks	85110-Machinery/Equipment	Reallocation of funds for new mowing & maintenance plan	\$ 31,359
070-Parks	83280-Minor Tools	Reallocation of funds for new mowing & maintenance plan	\$ 1,950
070-Parks	83060-Uniforms/Boots	Reallocation of funds for new mowing & maintenance plan	\$ 3,000
070-Parks	82210-Enterprise Rental	Reallocation of funds for new mowing & maintenance plan	\$ 7,200
070-Parks	83460-Auto Maintenance	Reallocation of funds for new mowing & maintenance plan	\$ 2,000
004-Non Departmental	84060-Property Insurance	Reallocation of funds for new mowing & maintenance plan	\$ 1,800
070-Parks	83300-Department Supplies	Reallocation of funds for new mowing & maintenance plan	\$ 4,000
General Fund Net Adjustment:			\$ -

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on Contract No.2024-0163 with RJN Engineering for Phase 2 of the Lead Service Line inventory and replacement project in an amount Not to Exceed \$3,677,500 and authorize the Interim City Manager to execute all related documents.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@denisontx.gov

903-647-3335

Summary

- Phase 1 of the Lead Service Line Inventory and Replacement Project was completed in 2024 and included inventorying approx. 50% of all water service lines in Denison.
- Phase 2 of the project will include the remaining inventory in addition to engineering, bidding, and managing the replacement construction per the TCEQ and Texas Water Development Board requirements.
- This contract with RJN will include all items necessary to take construction of the replacements out to bid and the actual amount expended by the City will vary based on how many service lines are identified for replacement and the amount of engineering/design effort expended.

Staff Recommendation

Staff recommends approval of the item.

Recommended Motion

“I move to approve Contract No.2024-0163 with RJN Engineering for Phase 2 of the Lead Service Line inventory and replacement project in an amount Not to Exceed \$3,677,500 and authorize the Interim City Manager to execute all related documents.”

Background Information and Analysis

The City needs to complete the Lead Service Line Inventory and Replacement project. Phase 1 was completed in the fourth quarter of 2024 with approximately 50% of the service lines in Denison field verified to find any lines eligible for replacement. This includes any lead lines and galvanized lines that are downstream from lead line. Customers included in Phase 1 of the inventory with lines eligible for replacement have been notified, and the approx. 50% of customers with lines that have not yet been field verified also received notification of their line’s “unknown” status. The use of lead as a service line was prohibited in July 1988 making it very unlikely that structures built after that point would have a lead service line.

This contract with RJN will complete the inventory and includes occupant notification of any additional lines eligible for replacement. The contract also includes support managing the Texas Water Development Board (TWDB) funds applied for and awarded to the City, developing construction plans for line replacement, help with bidding construction services, and additional support managing the program.

The construction plans will include replacement of the service line from the water main to the water meter, and from the water meter to the building line. Construction, pavement repairs, and landscaping repairs related to the replacement of eligible lines are approved TWDB fund expenses. Residents and businesses with service lines eligible for replacement will be notified prior to the start of construction.

Financial Considerations

The not to exceed total of the contract is \$3,677,500. The actual amount expended will depend on the total number of service lines identified for replacement and the effort required for construction and restoration. Funding for the project was obtained through the Texas Water Development Board (TWDB) Lead Service Line Inventory and Replacement program, and this contract is eligible to be paid for with TWDB funds.

Prior Board or Council Action

The City awarded Phase 1 of the Lead Service Line (LSL) Inventory and Replacement Project to RJN in September 2023 based on their response to the City's LSL Request for Proposals.

Alternatives

None.

GENERAL SERVICES AGREEMENT

BETWEEN

CITY OF DENISON

AND

RJN GROUP, INC.

THIS AGREEMENT dated December 13, 2024 by and between the City of Denison, hereinafter called OWNER and RJN GROUP, INC., with an office in Downers Grove, Illinois, hereinafter called ENGINEER.

WHEREAS, the OWNER pursuant to the Lead and Copper Rule revisions issued by the Environmental Protection Agency (EPA) on November 21, 2021 desires to commence preparation of the Phase II Lead Service Line (LSL) Inventory and LSL Replacement design plans in accordance mandated EPA LSL Program guidelines, and

WHEREAS, the ENGINEER intends to inventory the remaining 50% of the 12,400 water service lines that were not inventoried during preparation of the Phase I LSL Inventory submittal made to the Texas Commission on Environmental Quality (TCEQ) as mandated on October 16, 2024, and

Whereas the Owner has been approved for Texas Water Development Board (TWDB) funding in the amount of \$10M (51% Grant/49% Low-interest loan) to prepare a LSL Inventory and replacement designs for identified lead service lines and to construct LSL replacements, and

Whereas the Owner desires to retain the professional services of the Engineer for a period of (3) years, for a project generally described as Phase II Lead Services Line (LSL) Inventory and LSL Engineering Support Services that includes monthly meetings reports to the City of Denison, Phase II LSL Inventory, LSL replacement design, Construction Management Services, Public Outreach, and TWDB Financial reporting Support, and

Whereas the Engineer desires to perform such services for the Owner in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the Exhibit A "Scope of Services" which is hereby incorporated by reference and made part of this AGREEMENT. Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT. A detailed Scope of Work and fee will be submitted and authorized by the City prior to commencement of any Task Order request.

Section II - Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III - Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule. The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence. Exhibit B "Pricing - Phase II Lead Service Line Inventory and LSL Engineering Support is hereby incorporated by reference and made part of this AGREEMENT.

Section IV - Payment for Services

Payment to ENGINEER shall be made as follows:

A. Payment for Services

The OWNER recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the OWNER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement. ENGINEER will provide to the OWNER a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed the forestated amounts without prior authorization by the OWNER.

OWNER shall pay invoices upon receipt in a timely manner. If the OWNER objects to all or any portion of an invoice or asserts a claim against the services performed or claims the

services have not been performed as per this Agreement, the OWNER shall so notify the ENGINEER within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

OWNER has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of billing and has the right to make a claim for work performed which is not in accordance with this Agreement. Until said appeal is resolved, or clarification is issued, no interest will accrue on monies due. The OWNER shall exercise reasonableness in contesting any invoice or portion thereof. Any payment in dispute by the OWNER shall not be deemed waived nor forgiven, unless such objection is agreed upon in writing by the ENGINEER, or if agreement cannot be reached, such shall be finally resolved by mediation or arbitration in accordance with Section VII (k). If it is determined in an action under (VII)(k) that the objection of the OWNER was not in good faith or was not reasonable, the accrued interest shall be deemed earned from the date the disputed amount was originally due.

Section V - Services to be Provided by the Owner

A. Authorization to Proceed

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work. A separate authorization to proceed will be provided for each task assignment made by the Owner.

B. Access to Facilities and Property

The OWNER shall make its system facilities and properties available and accessible for inspection by the ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services.

C. Prompt Notice

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimize the consequences of a defect.

D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the OWNER shall pay the ENGINEER a maximum not to exceed cost based upon the specific scope and fee of the assigned task of \$3,677,500. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the

performance of these services. The ENGINEER, if requested, shall provide documentation to the OWNER of all costs in connection with the performance of these services.

All prices will remain firm for the initial term of the Agreement period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of the OWNER. Requests for price adjustments must be made by the ENGINEER in writing at least sixty (30) days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the ENGINEER. The maximum increase will have a ceiling of 5% annually and a net decrease of 5% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most recent calendar year (see <http://www.bls.gov/ECI>; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

E. Changes of Scope

In the event additional services are required through changes in the scope of the Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the OWNER agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

Section VI - Phase II Lead Services Line Inventory and Engineering Support Opinion of Cost

The ENGINEER shall submit to the OWNER an opinion of the probable cost required to complete an inventory of the remaining 50% of the current 12,400 water service lines within the Denison Water System and to provide Engineering Support for design and construction of lead water service line replacement design and construction.. The ENGINEER's opinion will be based solely upon its own experience with conducting field inventories for municipal water systems. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site recognizing that assumptions cannot account for unknown conditions encountered on site nor the pricing or the ability of field staff to perform the Project; the specific decisions of other design professionals engaged; the cost and extent of labor, equipment and materials the contractor will employ, including cost increases which may occur per the terms of the inventory contract; and other factors such as water service line attributes within private property that is part of this program, over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost, nor does it have control over the contract charges of proposed contractors, and, in recognition of that fact, the OWNER specifically waives any claim of any nature against the ENGINEER relative to the accuracy of the ENGINEER's opinion of inventory

cost. If prior to the Bidding or Negotiation Phase, OWNER wishes greater assurance as to Total Project Costs, OWNER shall employ an independent cost estimator.

Section VII - General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted in accordance with mandated EPA/Texas Commission on Environmental Quality (TCEQ) Lead Services Line Inventory guidelines and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession typically used when conducting field inventory services. No other representation expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the OWNER and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the ENGINEER as instruments of service are deemed work product of the ENGINEER and is deemed confidential and proprietary information and the sole property of the Engineer ("Work Product") including all copyrights and statutory and common law rights to the Work Product. The Work Product is hereby provided and licensed to the OWNER in perpetuity as long as and only to the extent such is utilized for the Project and no other purpose. OWNER may not disclose the Work Product to any parties but for purposes of the Project and its future operation including maintenance or modification of the Purpose in the future. In the event of disclosure of any Work Product by OWNER which is not in compliance with the terms herein, it is agreed that monetary damages may not be sufficient alone, and that the ENGINEER would be entitled to proceed to request an injunction, without bond, in addition to further rights at law or equity.

OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising from or resulting therefrom. Any such verification

or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

The ENGINEER shall retain these records for a period of five (5) years following submission of its final report if required or upon completion of the Project. If the OWNER wishes the ENGINEER to retain documents for a longer period, the OWNER shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

D. Insurance

The ENGINEER shall procure and maintain insurance for the entire project period and for a period of one (1) year thereafter, with the following coverages:

1. Workmen's Compensation Insurance in the statutory amount, including Employer's Liability Insurance for its employees.
2. The following on an Occurrence basis: (i) Comprehensive General Liability Insurance, covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned, and hired automobiles or vehicles, covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per occurrence; property damage with limits of \$100,000 per occurrence.
3. Professional Liability insurance of \$1,000,000 per claim.
4. The premium to be expended for all the above-mentioned policies of insurance shall be paid by ENGINEER. The policies of insurance, certificates of insurance, and the insurance company or insurance companies issuing such policies or certificates of insurance must be acceptable to OWNER.
5. All certificates of insurance must be issued indicating that such policies of certificates are applicable to work being performed under a specific contract or to all work performed by ENGINEER for OWNER.
6. Certificates of Insurance shall be completed and submitted to OWNER before issuance of Notice-to-Proceed.
7. ENGINEER shall provide thirty (30) days written notification of any change in the coverage amounts set forth in 1 thru 3 above. The insurance companies shall provide not less than thirty (30) days written notice of any cancellation of the above referenced policies. Such required notification by ENGINEER must be sent via Registered or Certified Mail or by overnight carrier to the address indicated below:

Ronnie Bates
Director of Public Works
City of Denison
300 W. Main St.
PO Box 347
Denison, TX 75020

8. The OWNER shall be named as an additional insured on the General Liability and Business Auto Liability insurance.

E. Buried Utilities and Subsurface Risks including Environmental Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

ENGINEER's damaging underground utilities or other man-made objects that were not called to the ENGINEER's attention or which were not properly located on plans furnished to the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy.

OWNER agrees and acknowledges that ENGINEER, its principals, employees, agents, or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials commonly known as Hazardous Materials. Hazardous Material" means any hazardous, toxic, or dangerous waste, substance, or material, as defined for purposes of the CERCLA including asbestos, which would be in violation of any of the laws, rules or regulations pertaining to Hazardous Materials, which would require remediation. For the purposes of this Agreement, the term "Hazardous Material" shall include any substance defined as a "hazardous substance", "toxic substance", "industrial process waste", or "special waste" in CERCLA, except that for purposes of this Agreement the definition of Hazardous Material shall include petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas. To the extent such are discovered during the Project, ENGINEER shall not be responsible or liable for failing to discover same or anticipating the presence of same or any costs or expenses relating to same.

The OWNER acknowledges that the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials relating to Hazardous Materials and agrees to indemnify, defend and hold ENGINEER harmless from any claims relating to the discovery or presence of Hazardous Materials.

The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic, and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The OWNER realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the OWNER but, in any event, the scope of services included with this AGREEMENT is that which the OWNER agreed to or selected considering his or her own risk preferences and other considerations.

F. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party and ten (10) days to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the OWNER shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred to the time of termination, as well as those associated with termination and post-termination

activities. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed.

The OWNER may terminate this AGREEMENT with or without cause or reason. Upon receipt of a notice of termination from OWNER, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

G. Controlling Law and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the OWNER and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Texas, Tarrant County.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties or be resolved by mediation or arbitration per subsection (J) below.

H. Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the OWNER nor the ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance. Nothing herein shall be

construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

I. Dispute Resolution

All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration whichever is mutually agreed upon by OWNER and ENGINEER.

J. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control, including but not limited to (i) epidemic and or pandemic, which prevents performance of the obligations hereunder or performance is limited or prohibited by reason of government administrative mandates or recommendation of health officials preventing the party to perform, (ii) acts of war, terrorism, civil unrest, or severe weather preventing performance, (iii) environmental conditions caused by unknown Hazardous Materials not known of at the date of this Agreement, (iv) strikes by suppliers or contractors, any of which cause the party to be unable to perform its obligations under the Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

Performance shall be delayed during the period of the occurrences and shall be reinstated upon the end of the event and performance shall be rescheduled considering the lost time and start up required to reasonably commence work again with a revised schedule as if the time period had not occurred but starting at the end of the Force Majeure. The party claiming Force Majeure shall provide written notice to the other party within five (5) business days of the occurrence and within two (2) business days of the termination. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.

K. Engineer Liability

ENGINEER shall be responsible for all damages to life and property due to his activities or those of his agents or employees in connection with his services, except to the extent contributed to or caused by others and it is expressly understood that ENGINEER shall indemnify and hold OWNER harmless from any claims, suits, action, damages, and cost to every name and description arising out of or resulting from the performance of services

rendered by ENGINEER under this Agreement, not to exceed the coverage provided in the required insurance policies set forth in Section VII D .

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this _____ day of _____, 20____.

For the OWNER:

Name

Bobby Atteberry
Printed

City Manager
Title

ATTEST:

For the ENGINEER:

RJN GROUP, INC.

Dan Jackson
Name

Daniel Jackson, PE
Printed

Sr. Vice President
Title

Exhibit A - Scope of Services – Phase II Lead Service Line Inventory and LSL Engineering Support
Exhibit B – Pricing – Phase II Lead Service Line Inventory and LSL Engineering Support



EXHIBIT A

SCOPE OF SERVICES – PHASE II LEAD SERVICE LINE INVENTORY AND LSL ENGINEERING SUPPORT

RJN is proposing the following scope of services to conduct the **Phase II Lead Service Line Inventory and LSL Engineering Support Services** for the City of Denison, Texas.

1. Project Management

- a. Host monthly progress meetings with the City to discuss progress of the various tasks. Hold meetings until Inventory and LSL replacements are complete.
- b. Perform general consultation with City staff on an as-needed basis.
- c. Perform internal project control procedures monthly, including project administration, schedule and budget control, billing, inventory, design, stakeholder coordination, Public Outreach, quality control review, construction phase services and monthly progress reports.

2. Basic Engineering Services

A. Prepare Phase II Lead Service Line Inventory (remaining 50% of water services)

- i. RJN will review all available City of Denison water service line documentation including system mapping, GIS, account billing and governing codes
- ii. RJN will identify required field investigation sites for existing water services
- iii. Field surveys will be conducted at required field investigation sites to determine water services material type and document required inventory information in accordance with TCEQ Inventory submittal requirements.
- iv. Unknown water service lines within the Denison water system will be investigated to determine the material type and included in the Phase II Inventory submittal. This includes water services within impervious areas. RJN will coordinate with the City to secure necessary construction and ROW support. It is anticipated that investigation of water services in impervious areas will lengthen the Phase II Inventory period.
- v. RJN will complete the complete the Service Line Inventory Form for submittal to TCEQ.

B. Planning - RJN will develop necessary Planning documents to complete the Phase II Inventory, prepare designs for replacement of identified lead service lines and construction protocols needed to successfully construct new water service lines within the Denison Water system. Planning will include replacement specifications and quality check provisions that meet EPA Lead and Copper Rule provisions.

C. LSL Replacement Design – Design plans and specifications will be prepared for identified lead or galvanized water service lines needing to be replaced from the City main to the dwelling structure as required by law under the current Lead and Copper Rule provisions. Replacement designs will address issues such as service interruption, access requirements, permits, and site restoration,

D. Construction Management Services – RJN will lead construction phase activity required to manage construction services needed for the replacement of identified lead service lines to include preparation of bid package, advertisement, award recommendation, Council award package, Notice to Proceed, RFI's, submittals, Change Order Request, inspection and mapping updates.

3. Special Services

RJN will conduct an inventory of the remaining 6200 water service lines and all water services with "unknown" designations for the City of Denison. The City has advised that available records may not reflect actual in-field conditions. Special arrangements may be required to locate, access, expose and inventory existing service lines on a site-specific basis, especially water services in areas with impervious surfaces. RJN will work with the City to outline issues related to unforeseen inventory requirements and seek approval. Special Services may include survey, inspection, Public Outreach and water sampling as may be required to complete the LSL Inventory and prepare necessary replacement design and construction plans.



EXHIBIT B PRICING – PHASE II LEAD SERVICE LINE INVENTORY/ ENGINEERING SUPPORT

Pricing Terms for Invoicing: Not to Exceed T&M

Not-To-Exceed Total Cost: \$3,677,560

Task	Unit	Unit Rate	Task Fee
Project Management			
Project Management	T&M	*	\$493,560.00
Basic Engineering Services			
Prepare Lead Service Line Inventory	T&M	*	\$668,220.00
Planning	T&M	*	\$565,160.00
LSL Replacement Design (distance to house (35' x 350 services)	T&M	*	\$1,005,000.00
Construction Management Services	T&M	*	\$506,500.00
Special Services			
Surveying (LF is an estimate)	T&M	*	\$50,000.00
Construction Inspection (per location)	T&M	*	\$295,000.00
Public Outreach	T&M	*	\$79,120.00
School Sampling Program	T&M		\$15,000.00
Total Phase II LSL Inventory/ Engineering Support			\$3,677,560.00

* See attached billing rate schedule.

Note(s): Quantities shown are estimated. City of Denison agrees to adjust quantities and RJN fees for services based on LSL Inventory results.

EXHIBIT B

EMPLOYEE BILLING RATES

Employee Classification		Hourly Bill Rate
PD	Project Director	\$375
SPM	Senior Project Manager	\$265-285
PM	Project Manager	\$215-240
SPE	Senior Project Engineer	\$180-195
PE	Project Engineer	\$160-175
SGA	Senior GIS Analyst	\$160
GIS/CADD	GIS Analyst/CADD Designer	\$145
SFM	Senior Field Manager	\$140
FM	Field Manager	\$120
FS	Field Supervisor	\$110
FT	Field Technician	\$95
PC	Project Coordinator	\$115
DA	Data Analyst	\$125
OT	Office Technician	\$125
CL	Clerical	\$150

Direct Costs +7%

- The rates for reimbursables such as travel, postage, document fees, and in-house printings/discs are applied based on the normal ongoing charges.