



**CITY OF DENISON  
CITY COUNCIL MEETING  
AGENDA  
Monday, July 7, 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, July 7, 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:

*Pursuant to Section 551.127, Texas Government Code, one or more Councilmembers may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.*

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

**2. PROCLAMATIONS AND PRESENTATION**

A. Parks and Recreation Month Proclamation.

**3. 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, if any, will be heard when the specific hearing starts.

**4. CONSENT AGENDA**

A. Receive a report, hold a discussion and take action on approving the Minutes from the regular City Council Meeting held on June 16, 2025.

B. Receive a report, hold a discussion and take action on entering into an Emergency Ambulance Services Franchise Agreement (Contract No. 2025-0071) between US Mobile Healthcare, LLC, d/b/a U.S. Mobile Healthcare, and the City of Denison and authorize the Interim City Manager to execute the same.

C. Receive a report, hold a discussion, and take action on the appointment of John Akers as a new member to the Historic Preservation Board to serve the remainder of a two-year term, effective upon appointment by the City Council and expiring on December 31, 2026.

- D. Receive a report, hold a discussion and take action on rejecting all bids received for the 2025 Jones Park Pickleball Court Addition with the option to rebid the project when funding becomes available.
- E. Receive a report, hold a discussion, and take action on approving the purchase of an upgraded dispatch console system from Xybix Systems, Inc. in the amount of \$97,293.66 for the Public Safety Communications Division and authorize the Interim City Manager to execute all related documents.
- F. Receive a report, hold a discussion, and take action on the First Amendment to the Professional Services Agreement between the City of Denison and Diamond B & Associates, LLC (Contract No. 2024-0077A), and authorize the Interim City Manager to execute the same.
- G. Receive a report, hold a discussion, and take action on Contract No. (2025-0076) with H & H Electrical, Inc. for electrical work and upgrades for the on-going generators project, in the amount of \$81,410.00, and authorize the Interim City Manager to execute all related documents.

## 5. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance for a text amendment to the City of Denison Code of Ordinances Chapter 28, being the Comprehensive Zoning Ordinance, specifically amending Article IV “Use Regulations”, Section 28.49 “Use Regulation (Charts)” to amend the Use Chart Section for Amusement, Commercial with or without alcohol (Indoors); and Amusement, Commercial, with or without alcohol (Outdoor); Amending Article IV “Definitions”, Section 28.63.1 to amend the definitions and to require a Conditional Use Permit. (Case No. 2025-104ZO).
- B. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance for a Conditional Use Permit (CUP) for property legally described as being +/- 0.2755 acres, Lots 13-16, Block 2, Layne’s Addition, an addition to the City of Denison, Texas as shown by plat of record in Volume 25, Page 59, Deed Records, Grayson County, Texas; commonly known as 728 W. Main Street, zoned Central Area (CA) and located within the Commercial Historic Overlay (CH) District, to allow for the use Amusement, Commercial, with or without alcohol (Indoors) for the operation of an indoor golf simulation business. (Case No. 2025-94CUP).

## 6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Discuss and take action on selecting a Council Member to preside over the July 21, 2025, City Council meeting in the absence of the Mayor and Mayor Pro Tem.

## 7. EXECUTIVE SESSION

- 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 *North Texas Natural Select Materials, LLC v. City of Denison*, United States District Court for the Eastern District of Texas at Sherman, Case No. 4:24-cv-01136-SDJ-AGD.
  2. Confer with City Attorney regarding *City of Denison v. Sherman Pro Auto Glass, LLC, et. al.*, Grayson County District Court, 397th Judicial District, Cause No. CV-21-0166.
- B. 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.
- 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 3<sup>rd</sup> day of July 2025.

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Karen Avery, Deputy 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**

**Monday, June 16, 2025**

Announce the presence of a quorum.

Mayor Robert Crawley called the meeting to order at 6:00 p.m. Council Members present were, Michael Courtright, Spence Redwine and Aaron Thomas. Council Member Josh Massey appeared via videoconference in accordance with Texas Government Code Section 552.127. Council Member James Thorne and Mayor Pro Tem Teresa Adams were absent.

Staff present were Interim City Manager, Bobby Atteberry, City Attorney, Julie Fort, Assistant City Manager, Renee Waggoner, City Clerk, Christine Wallentine, and Deputy City Clerk, Karen Avery. Department Directors were also present.

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Pastor Gene Amerson of New Beginning Fellowship gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by Mary Tate, Director of Development Services.

2. PROCLAMATIONS AND PRESENTATION

A. Library Excellence Award Presentation.

Mayor Crawley presented the Library Excellence Award to Greg Mitchell, Library Director, and library staff. The Denison Public Library received the 2024 Achievement of Library Excellence Award from the Texas Municipal Library Directors Association (TMLDA,) an affiliate of the Texas Municipal League. To successfully receive the Achievement of Library Excellence Award, the library must exhibit excellence by providing services to underserved and special populations, marketing in innovative ways, pursuing collaborative efforts, offering enhanced services through unique or expanded programming, providing literacy support, providing for digital inclusion, supporting workforce development, promoting cultural, topical, and educational programming, comprehensively training staff, and offering other unique services to their community. Of the 542 public libraries in Texas, only 102 received this award in 2024. This is the Library's eleventh consecutive time winning this award.

3. PUBLIC COMMENTS

Mayor Crawley called for any public comments at this time and reminded those wanting to comment of the guidelines established by the City Council. Christine Wallentine, City Clerk, confirmed there were two Request to Speak Cards received both related to public hearings.

Mayor Crawley stated the public comments would be received when the respective public hearing was called. Therefore, no public comments were received at this time.

4. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on June 2, 2025.
- B. Receive a report, hold a discussion and take action on the reappointment of James Thorne and the appointment of Teresa Adams, Michael Courtright and John Bullard, as new members, to the Tax Increment Reinvestment Zone No.1 Board of Directors each to serve a two-year term effective July 1, 2025, through June 30, 2027, and the appointment of Teresa Adams to serve as Board Chair for a one-year term, effective July 1, 2025, through June 30, 2026.
- C. Receive a report, hold a discussion and take action on approving the Ad Valorem Tax Assessment and Collection Contract (Contract No. 2025-0072) between Grayson County and the City of Denison, increasing the collection fee of \$.90 cents per parcel to \$1.10 per parcel, effective September 1, 2025, and authorize the Interim City Manager to execute the same.

Council Action

On motion by Council Member Redwine, seconded by Council Member Thomas, the City Council unanimously approved the Consent Agenda as presented.

5. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance for a Conditional Use Permit for an aggregate sales yard on an approximately 41.07 acre tract of land being situated in the W. M. Caruthers Survey, Abstract No. 0041 and in the M. A. Daughterty Survey, Abstract No. 1408 Grayson County, Texas, and being a portion of the tract of land described by deed to Missouri, Kansas, Texas Railroad Company, as recorded in Volume 916, Page 458, Deed Record, Grayson County; further identified as GCAD Property Nos. 112272 and 140206; to allow for the use of Sand/Gravel/Caliche/Stone Sales (Storage) for the operation of an aggregate sales yard. (Case No. 2025-51CUP)

Council Action

Dianne York, Planning Manager, reported on the first item for the Council's consideration which is a request for a conditional use permit to allow for the operation of an aggregate sales yard within the Union Pacific Rail Yard property. The property is zoned Light Industrial, and per Section 28.49 of the City's Code of Ordinances, a conditional use permit is required for this use. The applicant, Dolese Bros. Co., is looking to repurpose a locomotive maintenance area within the Union Pacific Rail Yard to allow for the operation of aggregate transloading. This consists of aggregate arriving to the operation site by rail,

being unloaded, stockpiled and reloaded onto trucks for sales and distribution. The applicant is proposing hours of operation to be consistent with those currently utilized by the rail yard property, which are 24 hours per day, seven days per week. However, the applicant does state within their project narrative the aggregate sales and loading onto trucks typically occurs between the hours of 4:00 a.m. and 6:00 p.m., Monday through Saturday. Ms. York noted that currently West Morton Street and Ray Drive serve as the entry and exit points for all truck traffic in and out of the Union Pacific Rail Yard. The applicant is currently under civil engineering plan review to construct a new access road to connect the Union Pacific Rail Yard to the Katy Memorial Expressway, which is under US Highway 75. This access point will provide the sole ingress and egress for all operations within the Union Pacific Rail Yard Property. In addition to the access road, the applicant will place barriers at the entry point that is now currently serving the rail yard, which is at the corner of Ray Drive and Old Morton Street, to prevent any future truck traffic from coming into the site, as well as placing a new gated entry on the eastern side of the rail yard to serve as access for emergency services only. The applicant will also comply with all local and state regulations, including, but not limited to, obtaining any applicable Texas Commission on Environmental Quality (TCEQ) permits. Dust will predominantly be mitigated by utilizing a dedicated water spray system and water truck for controlling dust on stockpiles and roadways. The applicant must submit civil engineering plans for the extension of water to be reviewed and approved by staff prior to construction. The aggregate is saturated with water before leaving the shipping facility, which significantly reduces any potential dust being generated during the rail car unloading. However, due to dust occurring naturally, continuous monitoring of the dust will be conducted, and mitigation techniques may be modified to ensure optimal dust suppression is met. To help reduce noise impacts on the neighboring properties to the south, all permanent on site equipment is to be equipped with white noise backup alarms. This type of alarm will ensure safety compliance is met while making a more localized sound that is only loud enough for those around the area to hear. Lastly, there is a significant tree line that runs along the northern side of Ray Drive which separates Ray Drive from the actual rail yard. The existing vegetation does provide a substantial visual and natural screening buffer between Ray Drive and the aggregate yard, and it will be maintained by the property owner as well as the applicant. The applicant states within their project narrative that all lighting on site will be designed and shielded to minimize visual impacts on the neighboring properties and will meet the standards that are listed within Section 28.57 of the City's Code of Ordinances. The Future Land Use Plan does designate this area to be developed in a mixed commercial manner. The use of an aggregate sales yard does meet the definition found within the Comprehensive Plan for mixed commercial. There is a revitalization area overlay designation as well on the Future Land Use Plan, and that is geared more toward a mixed use of a neighborhood type. So, while this actual use does not necessarily meet that definition, providing the access point and removing the truck traffic from the local residential streets, as well as being the initial tenant to revitalize or reactivate the rail yard does meet the revitalization definition. Staff has been in contact with the applicant as well as the property owner, Union Pacific Railroad, for almost one year now and there have been several meetings going back and forth from staff as well as the applicant, where we have come to an understanding of what needs to be done for this use to exist with being adjacent to that neighboring property.

The application wasn't actually submitted to staff until January. So, there has been some significant work from the applicant side as well as staff side and the property owner side. Staff does recommend approval of the request with the following conditions:

- Acquisition and compliance with all required state and local permits;
- Continuous abatement of dust and noise related to the aggregate yard operations;
- Maintenance of the existing tree line and vegetation located on the north side of Ray Drive;
- Civil engineering plan approval and construction of the access road located under US Highway 75 connecting to Katy Memorial Expressway for all customer and operational traffic within the Union Pacific Rail Yard;
- Barriers being placed along Ray Drive to prevent customer and operational traffic from entering or exiting Union Pacific Rail Yard;
- Replacing the gate located on the east side of Ray Drive requiring access to be locked and available for emergency services only; and
- Civil engineering plan approval and construction of utility infrastructure for operations.

The Planning and Zoning Commission also recommended approval of the request. There were four Commission Members present, three voted in favor, and one voted against it.

Council Member Massey said he wanted to make sure there are not going to be storage bins of pot ash and cement dust that is light enough to be carried out by winds. He understands it to be sand and gravel with caliche stone and it is delivered to commercial sites of a road grade product. Ms. York said she believed he was correct but would let the applicant answer this question. Council Member Massey also had a question about the weight limit in that the state of Texas is considering the 92,000 pound truck adjustment and if the state decides to go with this, would the applicant take advantage of the 92,000 pound load capacity in their delivery vehicles. If so, are we capable of sustaining that kind of load without putting our other citizens in jeopardy. Ms. York stated the applicant has submitted a traffic impact analysis that TxDOT has reviewed and City staff has reviewed, and she believes this has been approved and has been looked at for the approved capacity.

Council Member Thomas asked about having no truck signs placed at the Ray Drive entrance, so truckers know not go this way. Ms. York replied this was discussed at the Planning and Zoning Commission meeting and believes the applicant intends to work with TxDOT as well as City staff to try and establish signage.

Mayor Crawley then asked if there was anyone present who wished to speak in favor or against this agenda item. Mr. Meiser came forward and provided the following information for the record:

Name: Leland Meiser, President of Leasing  
Dolese Bros. Co.

Address: 8300 N. Oklahoma Avenue  
Oklahoma City, OK 73114

Mr. Meiser stated they were privileged and honored to be before the Council this evening. Mr. Meiser is the President of Dolese Bros. Co. and just recently celebrated 36 years of employment with the company. Mr. Meiser then provided some background information on Dolese Bros. and who they are. The company began in 1902 in Chicago, Illinois, and actually provided aggregates to construct the railroad as it was being built. In providing those construction materials to the railroad, the company followed it down south into the Midwest and actually set up home base in Oklahoma as Dolese. The company history is deeply rooted in the rail business and is very familiar with it. They currently operate ten (10) stone quarries, over forty (40) ready-mix operations in Oklahoma, four (4) sand plants in Oklahoma, and also four (4) aggregate transload facilities, which are very much the same as what they are proposing here in Denison. Three of these operate in Oklahoma, and one of them currently operates in Fort Worth, Texas. They also understand the City of Denison has a very rich history in the railroad as a railroad town, and they are very excited about the possibility of just being part of the community. Mr. Meiser said he is proud of their experienced and highly competent team that has been working on this project for close to a year now. They have also worked very closely with Union Pacific Railroad to form a functional site design. They have also worked with the City of Denison in highlighting transparency, growth and site improvements. This dedication was to create a win, win, win, scenario; a win for the City of Denison, a win for the Union Pacific Railroad and a win for Dolese Bros. Mr. Meiser then asked the Project Manager to come forward and provide some comments. Mr. Aardema provided the following information for the record:

Name: Andy Aardema, Project Manager  
Dolese Bros. Co.

Address: 8300 N. Oklahoma Avenue  
Oklahoma City, OK 73114

Mr. Aardema stated he is a licensed engineer in multiple states, including the state of Texas. His background is mostly in engineering project management, and he has been working on this project for over a year. They started this project with the access road. Before submitting anything on the Conditional Use Permit (CUP) application, they knew the access road was a critical piece of the application. Traffic is currently going through the neighborhood via Ray drive, and this access road would eliminate all truck traffic going through the neighborhood. This application is to repurpose an existing rail yard and become an aggregate transload facility. A transload facility is basically a product coming in by rail. It will be offloaded, put on trucks and brought to customer sites. The product will be an aggregate material, which is a naturally occurring type of stone. Their primary product will be a concrete stone. Mr. Aardema provided a jar with a sample of the product, which is a basic building block for all types of construction. It goes into ready mix concrete, asphalt goes into roads, bridges, buildings, the infrastructure that we use every single day. Mr. Aardema pointed out the site boundary just north of the vegetation area

which creates a buffer zone and which they plan to keep. Some of this buffer zone, the vegetated area, has trees that reach almost 50 feet tall. This creates a separation between Ray Drive and the site. Mr. Aardema also discussed noise. All of their equipment will be equipped with white noise backup alarms and provided a sample of the sound of the white noise alarms. It is designed not to radiate as far and be a little more localized to only alarm those within the immediate vicinity that equipment is backing up. Mr. Aardema also addressed dust which will be mitigated predominantly with water. Dust, in its nature, is very dynamic, and has to be something that is constantly monitored and adjusted for. They have experience in many different facilities controlling dust. Something to note of is that the product will already be coming in processed. There is no crushing, there is no screening, there is no ready mix batch plant, there is no asphalt. All this application is, is an aggregate transload facility, rock being brought in by rail, being offloaded, put onto customer trucks and brought to a customer site. Within the access road application, there is a significant traffic impact study known as a TIA, which has been done in coordination with the City, TxDOT, and a transportation engineering firm that specializes in traffic impact studies. The access road has been designed for textile standards, which has gone through multiple reviews within the City and TxDOT. They consider this access road as a significant investment into the local community, making Ray Drive a more peaceful place for residents by taking all the truck traffic that is currently going through the neighborhood and putting it onto the access road.

Mayor Crawley mentioned the public information day held at a local church which made available this information and allowed them to answer questions from the community. Mr. Aardema stated that through this process, they have really tried to over communicate. They also created a website called "Dolose on Rails," to explain more about their operations and what is included in their application. They have held informational open houses at the local church; they have met with multiple neighbors and really want to become a strong partner with the City of Denison.

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

Name: Shirley Freeland  
Address: 2801 Juanita Drive  
Denison, TX

Ms. Freeland stated she loved her property. She has three and a half acres at the end of Juanita Drive. The railroad is right behind her. She loves her property for three reasons. It is for children. She has 32 great grandchildren, five generations in her family. She had two that went to work for the little Katy. It was bought up and they recently retired in the past two years. One was an engineer, and one was a bridge and rail inspector. She lets children play soccer on her property and keeps it cut and clean for them. She does not want to give any of her property up and doesn't want anybody on it except the ones that she would like to have to practice baseball little league. Mayor Crawley asked if she

thought this project would be on her property. Ms. Freeland said she was not sure where it would be. Mayor Crawley assured Ms. Freeland this project would not be on her property.

Mayor Crawley asked the applicant to come forward and answer a couple of questions posed by Council Member Massey regarding the 92,000 pound truck adjustments and the load traffic impact analysis. Mr. Aardema came forward and stated that within the application on the access road there is a traffic impact study, which they look at existing traffic as well as proposed traffic, and take into account future growth of the area. This all kind of goes in coordination with the application, which is then reviewed and submitted per TxDOT standards to the City of Denison. Within the City of Denison, the textile application is permitted but still reviewed by TxDOT staff. Council Member Massey stated he understood this, but if they were to drop an extra axle in the back, it can start adding extra weight and extra capacity. His concern with the Texas legislatures is that if they approve this additional weight, they are burdening the local communities with the additional wear and tear on the state infrastructure or the City's responsibility to the infrastructure. Currently, the truckers take care of about 80% of the wear and tear costs that they develop. If we increase the weights, which he can see no binding reason you wouldn't on the delivery, it makes more sense and efficiency, especially given the reduction in the ability to provide qualified drivers. There is a chance that what we are doing is building to today's specs, with the opportunity for the state to allow additional scope. A future possibility doesn't pay for a today refusal. It simply is a question of in the event that the state allows an increase in reverse wing capacity over trucks, does the applicant anticipate the business would take advantage of this in our community. To see staff do our existing streets and bridges in the area that would be not good with recruitment of the product to the customer, whether that be a tech stock or builder developer, are they going to withstand that additional weight without incurring for future incurrent assistance and cost where listed.

Mayor Crawley replied they should not be going through the City and assumes that as a truck leaves it will go south up to FM 120, go through the light and enter the southbound lanes of US Highway 75. Mr. Aardema stated this is correct. The majority of traffic will go south on US Highway 75.

Council Member Massey stated future consumers of the aggregate may be on FM 120. What if the developers decide to start taking 1000 acre trucks and moving into the development, or it could be over in our new 3000 acre master plan, in which case some of the throughput traffic would be on roads that ultimately, we will be responsible for, some of which have bridges that are currently intact. Mr. Aardema replied that it is important to know this aggregate material is already coming into the City of Denison via truck. The only difference with this application is it will then becoming into the City of Denison via rail and then be brought into the customer sites via truck. So, the overall truck mileage is going to be reduced with aggregate coming in by rail. This is just an aggregate application, with the primary product being a concrete stone, a number 57 concrete stone.

Mayor Crawley asked about the possibility of the access road not being able to take the load if there is a chance of having trucks with 10% more capacity. In the event of a road maybe being closed for repairs, would we ever reopen the access from Ray Drive if something like this occurred. Ms. York replied the way the condition is, as it states right now, is that their sole access will be onto the access road. Ms. York also stated if this changed, the applicant would have to work through the City and amend the current permit. It would not just be for this tenant; it is for any tenant within the Union Pacific Rail Yard. This access road is going to be the sole access for the rail yard. That means for any current tenants or any future tenants, the goal is to remove all of the truck traffic from the residential streets.

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

There was no further discussion or questions from Council.

On motion by Council Member Courtright, seconded by Council Member Thomas, the City Council unanimously approved Ordinance No. 5398, "AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY, BY GRANTING A CONDITIONAL USE PERMIT ON CERTAIN TRACTS OF LAND DESCRIBED IN EXHIBIT "A", BEING IDENTIFIED AS GRAYSON COUNTY APPRAISAL DISTRICT PROPERTY ID NOS. 112272 AND 140206, DENISON, TEXAS, COMMONLY REFERRED TO AS 2827 RAY DRIVE, DENISON, TEXAS, TO ALLOW SAND/GRAVEL/CALICHE/STONE SALES (STORAGE) AS A USE IN ITS ZONING CLASSIFICATION OF LIGHT INDUSTRIAL DISTRICT; PROVIDING CONDITIONS FOR THE CONDITIONAL USE PERMIT TO REMAIN EFFECTIVE; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING A PENALTY OF UP TO \$2,000 PER VIOLATION; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE", which contained the following conditions:

- Acquisition and compliance with all required state and local permits;
- Continuous abatement of dust and noise related to the aggregate yard operations;
- Maintenance of the existing tree line and vegetation located on the north side of Ray Drive;

- Civil engineering plan approval and construction of the access road located under US Highway 75 connecting to Katy Memorial Expressway for all customer and operational traffic within the Union Pacific Rail Yard;
  - Barriers being placed along Ray Drive to prevent customer and operational traffic from entering or exiting Union Pacific Rail Yard;
  - Replacing the gate located on the east side of Ray Drive requiring access to be locked and available for emergency services only; and
  - Civil engineering plan approval and construction of utility infrastructure for operations.
- B. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance rezoning approximately 7.703-acre tract legally described as being situated in the P.C. Martin Survey, Abstract No. 767, described in Correction Warranty Deed to Forgin Group, LLC as recorded in Document No. 2018-7812, official public records of Grayson County, Texas; commonly known as 2430 W. Coffin Street, from the Single-Family (SF-7.5) Residential District to the Single-Family (SF-5) Residential District to allow for Residential use. (Case No. 2025-52Z)

#### Council Action

Dianne York, Planning Manager, stated the second item for consideration this evening is a request to rezone approximately 7.7 acres for property commonly known as 2430 West Coffin Street, from the Single Family SF 7.5 Residential District to the Single Family 5 Residential District to allow for residential use. Ms. York provided an aerial view of the subject property located on South Coffin, west of South Park Avenue. The applicant is seeking this rezone from the SF-7.5 Zoning District to the SF-5 Zoning District to develop an approximately 42 single-family subdivision per the applicant's project narrative. The development will be constructed in a thoughtful manner. The applicant intends to utilize architectural design standards, landscaping and streetscaping that meets or exceeds the minimum requirements listed within Section 28.51.7 of the City's Code of Ordinances, which is the minimum landscaping requirements for single family and duplex lots. The applicant will also create a homeowners association to maintain any detention and common areas. Ms. York referred to the concept stating it is just that – a zoning concept and it is not finalized. This layout could potentially change depending on civil engineering plan review, but there are some common areas depicted on the concept plan. The subject property consists of two parcels that are dissected by dedicated City right of way for the continuation of South Blue Bonnet Avenue. The applicant must design and construct this street to City standards, as well as any additional internal public streets and the connection to existing City streets such as Arapaho Drive. Upon approval of the proposed zoning, the applicant must move forward with submitting a preliminary plat to be reviewed by staff and approved by the Planning and Zoning Commission, as well as civil engineering plans and a final plat to be reviewed and approved by City staff. All applicable City design and construction standards found within the Public Works Design Manual and Construction Standards and within Chapter 22 subdivision regulations, must be met when designing and constructing all City infrastructure through the preliminary plat and civil engineering plan submittal and review. The applicant must submit a traffic impact estimate or analysis

to aid in determining if additional traffic mitigation will be required. Additionally, a tree survey must be submitted with the preliminary plat and a tree preservation plan, and any necessary mitigation requirements are required at the time of final plat application. It should be noted the proposed development, regardless of the zoning, is subject to impact fees and park dedication fees. The Future Land Use Plan does designate this area to be developed in a neighborhood manner. For this reason, staff does recommend approval of the request, and the Planning and Zoning Commission also recommended approval at their meeting held on June 10, 2025. Ms. York also pointed out there was some heavy discussion at the Planning and Zoning Commission related to parking. It was mentioned they do intend to create codes and covenants. The applicant is going to create a homeowners association for this property. The Planning and Zoning Commission did ask that they include some design standards related to parking within those codes and covenants. In the Single Family 5 Zoning District, the minimum parking requirements is a one car carport, or a one car garage, and then one additional space in the driveway. The Single Family 7.5 parking requirements is a two car garage with two additional spaces in the drive. It was the intention of the Planning and Zoning Commission to try and find a path forward for the requirement of a two car garage, and the applicant did state their intention was to construct a two car garage. Ms. York made the Council aware that just because it is included in a code and covenants or an HOA does not mean that the City can enforce those requirements. The City can only enforce what is in an ordinance.

Council Member Massey expressed a concern that the last lot before a 90 degree intersection where there would be a stop sign, depending on placement of the driveway, the width of the driveway, the single versus double bar access for parking on property forces an in street parking situation that would be within the 15 foot prohibition for the stop sign and, therefore, potentially putting somebody at risk if they would park at that edge, even though that is directly in front of their property. As Council Member Massey looks through this, this could potentially create a challenge for low vehicles to see around a parked SUV perhaps or on an active street where there is a stop sign that would prohibit the 15 feet. Ms. York responded that what has been presented is just a concept plan. It is also something that staff provided comments on through their zoning submittal, even though it's not an actual site plan or preliminary plat submittal, but all of those items would be addressed at the time of preliminary plat as well as civil engineering plan review, just to ensure that the safety measure is met.

Mayor Crawley then opened the public hearing and asked if there was anyone present who wished to speak for or against this agenda item. The applicant came forward and provided the following information for the record:

Name: Mr. Pushban Rajaiyan, Owner and Developer  
Address: 2720 Bauer Court  
Lucas, TX 73114

Mr. Rajaiyan thanked the Council for the opportunity to speak this evening. Mr. Rajaiyan said he is requesting a zoning change from 7,500 square feet to 5,000 square feet. The

applicant is adding around 10 to 15 houses more. Per the 5,000 square foot lot size, the applicant believes they can build minimum 950 square foot houses, although that is not their intent. Mr. Rajaiyan said he is the owner, developer and builder. They have been building homes in the City of The Colony and City of Lucas and have also built some homes in Dallas County too. So, he is pretty much aware of the market. His goal is to build at least 1,600 square foot homes, at a minimum, with two car garages, because he does not want to lose the aesthetic and create value for the neighborhood. If he builds small houses, it's going to impact the neighborhood. So, the idea is to build something that creates value for the neighborhood and for them also. This is their first project in Denison and want to make a good name for themselves.

Mayor Crawley then asked if there was anyone else present who wished to speak in favor of or against this agenda item. Mr. Mears came forward and provided the following information for the record:

Name: Robert Mears  
Address: 2401 Caprice  
Denison, TX

Mr. Mears stated they are opposed to the zoning change, and it does not have to do with the building of the houses. Mr. Mears feels like it needs to be consistent with what is already in their neighborhood. If you cut down the size of the lots, you cut down the size of the houses and he does not like this. There are some things that were mentioned in the presentation about traffic mitigation, things like that, and flooding. This property slopes down to loads about four, five yards, and they get flooded every time there is a big rain. They have a pool in their backyard and have actually had to have mud cleaned out of the pool three or four times. They have lived here for 33 years, and it is a constant problem. Now, the rain lately hasn't been a problem because it hasn't just rained and rained and rained, but there is a problem, and the flooding issue will be looked at in the engineering study. Mr. Mears also addressed Coffin Street in that it is very narrow, barely two lanes. When cars meet each other, there are sides that drop off down into the country, and if you are not careful, if you meet one and you have to pull over, you have to stay on the pavement or you will go off the road. The traffic has gotten considerably worse with the construction. Since they closed their exit off of US Highway 75, people who are trying to get around US Highway 75 from Park, they come back to where Loy Lake is and anyway, the traffic has really gotten worse because of this. It really started when all the housing was built on Park. The traffic got worse as those houses were being built on Park, but now, because of the construction, it's got worse. Mr. Mears understands from the presentation that traffic will be looked at and hopes they look at it really well. There is one way in, off of Coffin, and then the other one is all the way down to Arapaho, around the corner. If you have ever driven Coffin, there is a rise. Blue Bonnet comes in there; there is a stop sign. Mr. Mears stated their driveway backs out onto Coffin and there are times in the 33 years they have lived here that they have nearly been hit because a car is coming over the hill. You can look, nothing's there, and you start, and all of a sudden, here they come. So, it is a problem, and he hopes at some point in time Coffin gets some work done to it. The

last issue Mr. Mears wanted to address that has not been mentioned is if you look at the plat that was presented there are two common areas, and right in the middle of the two common areas is an Atmos Gas relay station. A pumping station. Mr. Mears has been told there is 800 psi going through this pipeline and all it takes is when they start working on infrastructure, start clearing land, is one person on the backhoe to cause a big problem. Mr. Mears reiterated they are not opposed to the houses, they are opposed to the size of the houses and what needs to be done to help their neighborhood that is already existing in this area.

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

Council Member Massey agreed that Mr. Mears is correct that the Coffin area is dangerous and he is not sure if we have in our master plan for roads whether we have a near term solution, for widening the road, or if this is part of a future consideration on the development plan submitted. Mr. Mears is also correct in that there is a lot of drainage off to the side where there is a particular drop off. These are the concerns Mr. Massey shares with Mr. Mears.

Council Member Thomas addressed Mr. Mear's reference to the rain and runoff issues and wondered who's responsibility it is to make sure this is mitigated. Ms. York said through the civil engineering plan review they are showing a few areas of retention, and it will be determined through this process if these areas are adequate enough to take on all of the runoff from these properties. If it is not, they may have to do an upstream downstream assessment to determine if additional detention is needed. All of this is reviewed within the civil engineering plan review. Lot to lot drainage is not allowed. So, all of those items, there's a no rise requirement, and so it would be determined through those plan reviews to try and either mitigate or find ways to ensure that there is no additional water flow to those adjacent properties. Council Member Thomas asked as far as the rezoning, what the Council is considering this evening is essentially allowing this many properties at this size to be there. Ms. York said not necessarily. What the Council is considering is a request to rezone to allow for the Single Family 5 residential zoning. Council Member Thomas asked what the minimum lot size and lot width is. Ms. York replied it is a 5,000 square foot lot with a minimum width of 50 feet, minimum depth of 100 feet. Council Member Thomas asked about the properties on Arapaho and surrounding existing properties if they were about 75 to 100 foot wide properties. Ms. York replied those do meet close enough to the 7,500 requirements. Ms. York reminded the Council this is just a concept. It is pretty typical through the plan review for a preliminary plat that by the time it gets to the final plat, it has typically changed, sometimes there are pretty substantial changes. Through the civil engineering plan review, and as Mr. Mears mentioned, there are a lot of things to consider, the traffic, the gas line as well as the water or to avoid any flooding. All of this is looked at. It is pretty heavy on staff to review all of that through the civil engineering plan review. Sometimes what you see here is not what it looks like at the beginning. Ms. York did mention that during the Planning and Zoning Commission meeting, through the traffic estimate, or

through a TIA, depending on where staff lands, typically, if the trips don't exceed 1,000 trips a day, a TIA or a traffic impact analysis is not required. However, in this case, it may be required given how many homes do exist. Council Member Thomas then asked the owner if the HOA would not allow parking on the streets through HOA covenants. Ms. York replied this will be a public street. So, an HOA cannot govern a public right of way. Julie Fort, City Attorney, added that the HOA can have rules about the time, how long vehicles can be parked, the size and type of vehicles, but the HOA probably does not exist yet and the zoning ordinance does not require one to be created.

Mayor Crawley stated that he agrees the traffic on Coffin is an issue, the Atmos gas plant is also an issue. The biggest issue to the Mayor is the on street parking. Mayor Crawley addressed the owner and said he believes what the owner is wanting is two car garages with a two car parking area outside the garage. The property owner, Mr. Rajaiyan, returned to the podium and confirmed this was correct. He went on to say that he is building 43 townhomes in The Colony and the lot width is only 24 feet, but they are able to build two car garages with two parking spots on the driveway. So, this is achievable here. Mayor Crawley suggested an option to consider a Planned Development which would insure that we get the two car garages and two car parking areas, and the Planned Development would also give the City and the developer more chances to visit with each other to be sure that everyone is on the same page with flooding, which is another concern, and the civil engineering. As it stands right now, the City cannot impose these requirements of a two car garage and two car parking without going to a Planned Development.

Council Member Courtright added that with so many houses going into this development he likes the idea of a Planned Development, and feels it is a better way to go.

Mayor Crawley asked Mr. Rajaiyan if he would be agreeable to working with the City on a Planned Development, which he confirmed he would be.

There was no additional discussion or questions from the Council.

On motion by Council Member Redwine, seconded by Council Member Thomas, the City Council approved Ordinance No. 5399, "AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN 4.683 ACRE TRACT AND A CERTAIN 3.020 TRACT OF LAND LEGALLY DESCRIBED AS P.C. MARTIN SURVEY, ABSTRACT NO. 767, DENISON, GRAYSON COUNTY, TEXAS, AS RECORDED IN THE REAL PROPERTY RECORDS OF GRAYSON COUNTY TEXAS AS DOCUMENT NO. 2024-30165, COMMONLY REFERRED TO AS 2430 WEST COFFIN STREET, DENISON, TEXAS, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", FROM ITS ZONING CLASSIFICATION OF SF-7.5 – SINGLE-FAMILY RESIDENTIAL DISTRICT TO PLANNED DEVELOPMENT OVERLAY WITH BASE OF SF-5 –

SINGLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING DEVELOPMENT STANDARDS, ATTACHED HERETO AS EXHIBIT “B”; PROVIDING A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT “C”; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE SF-5 DISTRICT WITH PD OVERLAY DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY OF UP TO \$2,000 PER VIOLATION; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE”.

- C. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance rezoning an approximately 9.998 – acre tract of land, J. M. Copp Survey, Abstract No. 290, conveyed by Warranty Deed with Vendor’s Lien in Favor of Third Party from Ricky Hideo Morimoto and Patricia Tayeko Morimoto, Co-Trustees of the Morimoto Family Trust to Ella Solomon on January 2, 2024, as recorded in Instrument No. 2024-359, official public records of Grayson County, Texas; commonly known as 2700 Randall Lake Road, from the Agricultural District (A) to the Single-Family (SF-10) Residential District to allow for Residential use. (Case No. 2025-83Z)

#### Council Action

Dianne York, Planning Manager, stated this agenda item was the last item she had for consideration by the Council for this evening. This is a request to rezone approximately 10 acres for property located at 2700 Randall Lake Road, from the Agricultural Zoning District to the Single Family 10 (SF-10) Residential District to allow for residential use. As a reminder, this case was tabled by the City Council at their meeting held on June 2, 2025. The applicant is requesting a rezone from Agricultural to SF 10 for residential use. This application started with a final plat application and through this review it was determined there was not enough frontage to replat two lots from one parcel. The agricultural zoning district requires a minimum width of 300 feet, and the full width of this property is less than 600 feet. Staff did recommend the applicant pursue a rezoning to allow for a smaller width. To the north of the subject property is SF-10. So, staff recommended that the applicant pursue the Single Family 10 Zoning District, given that it was the only zoning district within this area. The Single Family 10 allows for a minimum width of 100 feet and a minimum depth of 100 feet. So, minimum requirement is 10,000 square feet for the lot. In order to move forward with the plat a rezone is necessary. Otherwise, the applicant would have to plat the parcel into a single lot. It should be noted that on the proposed plat there are two lots. One of those lots is designated as lot two, and the other one is designated as lot one. Lot two does have a structure located on it that is a residential structure. Lot one is vacant. Ms. York believes the applicant intends to retain what is on here as proposed lot two, and to sell the proposed lot one. Any development that comes forward on lot one will have to meet all city standards. However,

staff is just asking that the Council take action on the zoning tonight. The Future Land Use Plan does designate this area to be developed in a neighborhood manner. For that reason, staff recommends approval of the request, and the Planning and Zoning Commission did also recommend approval at their meeting held on May 27, 2025.

Council Member Thomas asked how many lots can fit on the proposed lot one. Ms. York responded they could potentially get four (4) lots.

Mayor Crawley then asked if there was anyone present who wished to speak in favor of or against this agenda item. Ms. Solomon came forward and provided the following information for the record:

Name: Ella Solomon  
Address: 3001 Creek Point Drive  
Celina, TX 75009

Ms. Solomon stated she wanted to clarify the goal to divide the property. Currently, they have an agricultural exemption on the land, which is about 9.98 acres. There is one single family structure on the property, which is about 995 square foot. It is a two bedroom, two bathroom, house with an attached barn/garage and is vacant. The applicant stated they rarely go here, yet they keep paying taxes on the property. So, the goal is to retain the land. There are bees on the property, and because of this they are able to get an agricultural exemption. It is a beautiful property, and they would like to keep it for future use for their retirement, but would like to sell the single family structure, zone it properly, and then sell it.

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

There was no further discussion or questions from the Council.

On motion by Council Member Thomas, seconded by Council Member Redwine, the City Council unanimously approved Ordinance No. 5400, "AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN 9.998 ACRE TRACT OF LAND LEGALLY DESCRIBED AS J. M. COPP SURVEY, ABSTRACT NO. 290, , DENISON, GRAYSON COUNTY, TEXAS, AS RECORDED IN THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS AS DOCUMENT NO. 2024-359, COMMONLY REFERRED TO AS 2700 RANDELL LAKE ROAD, DENISON, TEXAS, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", FROM ITS ZONING CLASSIFICATION OF A—AGRICULTURAL DISTRICT TO SF-10 – SINGLE-

FAMILY RESIDENTIAL DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE SF-10 – SINGLE-FAMILY RESIDENTIAL DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.”

- D. Receive a report, hold a discussion, conduct a public hearing and take action on an Ordinance finding the reasonableness of the costs of demolition of a structure situated at 1927 W. Johnson Street in the City of Denison, Texas to abate a public nuisance, levying an assessment of the costs against the real estate and assessing the amount of the costs for such demolition as a lien against such real property.

#### Council Action

Mary Tate, Director of Development Services, reported this item is in regard to a demolition that took place at 1927 West Johnson Street. At the May 5, 2025, Council meeting, the Council approved a resolution setting this evening as the public hearing date to hear the cost of possibly assessing a lien on the property. Staff completed the demolition and cleanup on February 24, 2025, at a cost of \$8,077.88. Interested parties were notified of this public hearing through certified mail on May 29, 2025. All letters were returned to our city offices. Ms. Tate stated this is a public hearing, and so at this time, asked that the Mayor open the public hearing.

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

There was no discussion or questions from Council.

On motion by Council Member Courtright, seconded by Council Member Thomas, the City Council approved Ordinance No. 5401, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS FINDING THE REASONABLENESS OF THE COSTS OF DEMOLITION OF A STRUCTURE SITUATED AT 1927 W. JOHNSON STREET IN THE CITY OF DENISON TO ABATE A PUBLIC NUISANCE; LEVYING AN ASSESSMENT OF THE COSTS AGAINST THE REAL ESTATE; ASSESSING THE AMOUNT OF THE COSTS FOR SUCH DEMOLITION AS A LIEN AGAINST SUCH REAL PROPERTY; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW”.

- E. Receive a report, hold a discussion, conduct a public hearing and take action on adopting a resolution to take possession and control of Iron Ore Creek Cemetery no later than

August 15, 2025, and act upon adopting an action plan for the maintenance and care of Iron Ore Creek Cemetery.

#### Council Action

Amanda Parsons, Parks and Recreation Director, reported on a small tract of land, less than one acre, located off of Pool Road, just behind Texoma Medical Center, also known as Iron Ore Creek Cemetery. The area is landlocked and currently only accessible through an access license agreement with UHS of Texoma. Ms. Parsons provided some background on the Cemetery. On April 30, 2010, the Texas Historical Commission designated the cemetery as a historic Texas cemetery. However, the area had not been properly maintained until the City stepped in and volunteered in 2021 to restore and actively maintain the site. Since then, the City has been involved with many efforts and attempts to try and locate a property owner, and unfortunately, we have not been successful in doing so. Due to this, staff is requesting the City Council, in accordance with the Texas Health and Safety Code Section 713.009, declare that the City, on behalf of the public, take possession and control of the cemetery no later than August 15, 2025. This will be done this evening through the adoption of a resolution and an action plan for care and maintenance of the cemetery. There have been specific legal notices, requirements and conditions, all of which staff have met at this time. So, staff is asking that the City Council conduct a public hearing to consider the public health, safety, comfort and welfare of the cemetery.

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

There were no questions or discussion from the Council.

On motion by Council Member Thomas, seconded by Council Member Redwine, the City Council approved Resolution No. 4202, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, TAKING POSSESSION AND CONTROL OF IRON ORE CREEK CEMETERY; ESTABLISHING A PLAN FOR THE MAINTENANCE AND CARE OF IRON ORE CREEK CEMETERY; PROVIDING AN ACTION PLAN AND COMPLIANCE WITH TEXAS HEALTH AND SAFETY CODE SECTION 713.009; PROVIDING FOR SEVERABILITY; PROVIDING A CUMULATIVE REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE".

#### 6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion, and take action on approval of a streets overlay services purchase proposal in the amount of \$619,580.00 from Area Wide Paving, LLC and authorize the interim City Manager to execute any associated documents.

### Council Action

Ervin Pereira, Assistant Public Works Director, stated this agenda item is for the approval of a cooperative purchase proposal with Area Wide Paving for asphalt overlay services as part of our Fiscal Year 2025 streets program. The streets being presented this evening were presented to the Streets Committee on June 5, 2025, and the Streets Committee recommended moving forward and bringing them to Council. There was a slight change, and we are holding back a little bit of funding for a concrete roadway repair that will be brought to Council at a later date, with a different contractor. For Fiscal Year 2025, there is exactly \$700,000 budgeted for the streets program, which is \$200,000 more than the previous fiscal year. So, we have a little bit more money to work with. The streets being presented this evening were selected by staff using data from the pavement condition assessment. If Council remembers, staff brought this for a project to update back on January 21, 2025. So basically, staff is taking data from that assessment and using this data to select the streets being shown this evening and are also targeting very heavily traveled roadways with this funding. The first one is East Shepherd Street. East Shepherd Street has had a lot of infill development recently, so we have quite a few utility cuts on this roadway. The pavement was not in great shape prior to these cuts. So, staff is looking to get it overlaid and get it back into shape before the base fills and we have a more expensive repair that we have to do. The next one is North Maurice Avenue. There are a couple sections on the north half up to TX--91 and then the south side, south of Morton Street. Mr. Pereira provided a slide showing highlighted areas being targeted for overlay. There is a distinct portion in the center that's missing, and that's because this was overlaid last fiscal year. So, staff is trying to extend or build on what we did last year. This is a very, very popular cut through for Denison High School traffic. When this is completed, we will basically have a very smooth roadway from Woodard all the way north to TX-91. The next portion is West Crawford Street. Again, we are building off what was done last year. Last year we went from US 75 west to Coronado, and this year we are going to take that overlay from Coronado all the way to the county road. There will be center line striping on this roadway. It does get quite curvy and is pretty tight. So, the part of this overlay contract is center line striping down this portion of roadway as well. The next one is West Day Street. West Day is interesting. It's where the Katy Trail dead ends and there is a pretty significant elevation change on this roadway. A lot of drainage coming down the asphalt has created a lot of potholes and cracking, and it is a popular route through town. So, we are looking to get this surface restored. On West Crawford, we are going to go east to US 75. We have a pretty good overlay that was done last year, and that's the stretch in the middle, but there is a lot of surface drainage south from the feeder streets on to Crawford, and a lot of the approaches have suffered a lot of damage from that. You will see a little bit of each approach being done. We're doing about two to three properties up from Crawford on each one of those. We are also going to touch more of Crawford to just passed Flora, where it turns back into concrete. There is a drainage culvert to the west that we are going to be paving over that also has a lot of issues from water. The last one is West Morgan Street. This is kind of a short segment, but this is one we get a lot of complaints on. West Morgan, in its entirety, has a lot of issues. Unfortunately, most of West Morgan has very old utilities underneath it. This area, so Mr. Pereira has been told, is that it's pretty stable as far as our utilities are concerned. So, we are going to overlay this

concrete portion from Armstrong to the railroad tracks. As Mr. Pareira previously stated, the Streets Committee recommended holding back about \$80,000 for a concrete repair that will come before Council at a later date, and that's actually going to be for Pool Road, which is a north, south roadway, just east of Texoma Medical Center.

Council Member Thomas asked about the timeline for completion. Mr. Pareira stated that our paving contractor, Area Wide Paving, anticipates about sixty (60) days to be able to mobilize and this all depends on the weather. We are lucky enough to have an asphalt production company nearby, so as long as they are producing and the weather is good, they will be out there.

Council Member Courtright asked about West Day Street and that he has mentioned a couple of times about a sidewalk and is not sure if this is something that can be done after the overlay, or if this has been assessed again. Mr. Pareira responded this is something that the Public Works Director, himself and the City Manager, went and looked at. Given the elevation change there, it will take some substantial engineering to make happen. Mr. Pareira is not sure if we have allotted funds to do that type of review yet or design, but that would be a significant undertaking given the train in that area. Mr. Pareira went on to say that when working with Area Wide Paving, as we did on West Crawford last year west of US 75, this was a very tight roadway. If they are able to, they will basically overlay as much area as they can to maximize the width. They are also very good about taking down vegetation along the roadways.

There was no further discussion or questions from Council.

On motion by Council Member Redwine, seconded by Council Member Courtright, the City Council approved a streets overlay services purchase proposal in the amount of \$619,580.00 from Area Wide Paving, LLC and authorized the interim City Manager to execute any associated documents.

## 7. PROJECT UPDATES

- A. Receive a report and hold a discussion regarding the CDBG 5 Year Consolidated Plan Update.

### Council Action

Mary Tate, Director of Development Services, provided a project update on the Five Year Consolidated Plan for the Community Development Block Grant funding from the US Department of Housing and Urban Development. Staff provided a project update to Council earlier this year. This is required through the process by HUD that we need to provide another update before we go into a public hearing at the next meeting on July 21, 2025. We have our Five Year Consolidated Plan completed. Along with that, we have to do annual action plans. We have the first year action plan done as well. We also have to develop a citizen participation plan in order for us to meet our obligations. For the community participation, we held two public information meetings. We have also had individual interviews with community stakeholders and focus groups, and we have

distributed a survey to the community, that was available online, through social media and paper copies were also available. Staff received 377 responses, which is quite good. From that we took out the feedback we received, which is not surprising. There is a need for affordable housing as we all know. We also know that our low and extremely low to moderate incomes are having a hard time making the repairs they need to do to their homes in order to stay in their homes. We are also aware of the need for a balance between owner and renter occupied homes. So, moving forward, we will be focusing on those items. Again, it is no different from what we did in the last Five Year Consolidated Plan. Demolition has been removed so that we can focus more on putting money back into the emergency rehab and repair program. Also, code enforcement is paid out of CDBG funds, part of their salaries, a third comes out of that. The next step will be to take the draft Consolidated Plan and make it available for a 30-day comment period. We will notice in the newspaper on June 17, 2025, and as soon as it's published, the 30-day public comment period will start. Staff will then bring this back to the Council for a public hearing on July 21, 2025, and at that point in time, we will be able to make our submittal to HUD for the next Five Year Consolidated Plan, which has to be submitted by August 16, 2025.

There was no discussion or questions from the Council.

No action taken. Informational presentation only.

There being no further business to come before the Council, the meeting was adjourned at 7:27 p.m.

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ROBERT CRAWLEY, Mayor

ATTEST:

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Christine Wallentine, City Clerk

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**Agenda Item:** Receive a report, hold a discussion and take action on entering into an Emergency Ambulance Services Franchise Agreement (Contract No. 2025-0071) between US Mobile Healthcare, LLC, d/b/a U.S. Mobile Healthcare, and the City of Denison and authorize the Interim City Manager to execute the same.

**Staff Contact:**

Kenneth Jacks, Fire Chief  
[kjacks@denisontx.gov](mailto:kjacks@denisontx.gov)  
(903) 465-2720, Ext. 2201

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**Summary**

- US Mobile Healthcare will support the City by responding to overflow 911 emergency calls, low-priority emergencies, and non-emergency medical calls when Denison Fire Rescue is unavailable or delayed due to unforeseen circumstances.
- US Mobile Healthcare operates under the same Medical Director as Denison Fire Rescue, ensuring consistent, high-quality care for our citizens.

**Staff Recommendation**

Staff recommends approval of the agreement.

**Recommended Motion**

"I move to approve entering into an Emergency Ambulance Services Franchise Agreement (Contract No. 2025-0071) between US Mobile Healthcare, LLC, d/b/a U.S. Mobile Healthcare, and the City of Denison and authorize the Interim City Manager to execute the same."

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**Background Information and Analysis**

Denison Fire Rescue (DFR) respectfully proposes an Emergency Ambulance Agreement with US Mobile Healthcare (USMH). This agreement aims to enhance our emergency medical services under specific operational conditions. USMH will provide ambulance support when all DFR ambulances are engaged in active calls and mutual aid is required. Additionally, USMH will assist during extensive training sessions, reducing the need for overtime staffing. As USMH

shares the same medical director and adheres to identical protocols as DFR, this partnership ensures that our citizens continue to receive professional, high-quality care without interruption. We request your approval to proceed with this agreement to strengthen our community's emergency response capabilities

**Financial Considerations**

None.

**Prior Board or Council Action**

None.

**Alternatives**

City Council may deny or table this agenda item.

**EMERGENCY AMBULANCE SERVICES FRANCHISE AGREEMENT  
BETWEEN THE CITY OF DENISON, TEXAS AND US MOBILE HEALTHCARE, LLC**

This Emergency Ambulance Service Franchise Agreement (“Agreement”) is entered into by and between the City of Denison, Texas, a home-rule municipality organized and existing under the laws of the State of Texas (hereinafter referred to as the “City”), and US Mobile Healthcare, LLC, DBA U.S. Mobile Healthcare, a Texas limited liability company authorized and licensed to provide emergency medical services in the State of Texas (hereinafter referred to as the “Contractor”).

**RECITALS**

This Agreement is made upon the following findings and declarations:

**WHEREAS**, the City has determined that the public interest and welfare require the availability of timely and effective emergency ambulance services within the corporate limits and extraterritorial jurisdiction (ETJ) of Denison, Texas;

**WHEREAS**, the Denison Fire Department serves as the City’s primary emergency ambulance service provider, including all 911 responses originating within the City and its ETJ;

**WHEREAS**, the Contractor is duly licensed by the Texas Department of State Health Services (DSHS) and is qualified to provide emergency ambulance transportation and pre-hospital medical services;

**WHEREAS**, the City desires to establish a formal agreement with the Contractor to serve as an authorized overflow and secondary 911 ambulance service provider, to assist and augment the City’s emergency response capacity by responding to overflow 911 calls, low-acuity incidents, and any other emergency or non-emergency calls for service as may be directed by the City, including during periods of high call volume, concurrent emergencies, special events, declared disasters, or when the Denison Fire Department is otherwise engaged in training or unavailable;

**WHEREAS**, the Contractor agrees to provide such services under the terms and conditions set forth in this Agreement and in a manner consistent with applicable law and public safety standards;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

**ARTICLE I – TERM AND RENEWAL**

**1.1 Initial Term**

This Agreement shall commence upon the Effective Date signed by both parties and shall remain in full force and effect for an initial term of one (1) year, unless earlier terminated in accordance with Article IX.

## **1.2 Renewal Terms**

This Agreement may be renewed for additional two (2) year periods, upon mutual written agreement by both parties. Any renewal shall be subject to a review of Contractor's performance, ongoing compliance with applicable laws, and continued operational needs of the City.

## **1.3 Holdover**

If this Agreement is not renewed and the Contractor continues to provide services with the consent of the City, such performance shall be governed by the terms of this Agreement on a month-to-month basis until a successor agreement is executed, either party notifies the other of termination at the end of the current monthly period, or service is discontinued.

# **ARTICLE II – SCOPE OF SERVICES**

## **2.1 Authorized Services**

The Contractor is hereby granted a non-exclusive franchise to provide the following emergency and non-emergency ambulance services within the City, only as requested by the City in accordance with Section 2.2, and subject to the terms of this Agreement:

- (a) Response to overflow 911 emergency medical calls when the City's primary EMS provider is unavailable or unable to respond in a timely manner due to concurrent incidents, resource limitations, or operational constraints;
- (b) Response to low-acuity emergency calls, including but not limited to minor injuries, stable medical complaints, calls originating from skilled nursing facilities, assisted living centers, or other long-term care environments, or other non-critical patient conditions;
- (c) Response to non-emergency calls for service, including interfacility transfers, standby requests for public events, and other scheduled or unscheduled patient transports;
- (d) Provision of EMS coverage or standby services during public safety training events, drills, or exercises conducted by the City or Denison Fire Department, when City EMS units are otherwise unavailable or when supplemental coverage is needed; and
- (e) Participation in disaster response, mass casualty incidents, or declared emergencies or in coordination with its emergency management plan.

Contractor agrees and acknowledges that this Agreement does not guarantee that emergency or non-emergency services will be requested by the City and that no minimum amount of requests for services are promised or guaranteed.

## **2.2 Dispatch Coordination**

Requests for Contractor services under this Agreement may only originate from the City's authorized dispatch or communications center, the Denison Fire Department Command Staff, or any other official designee authorized by the City Manager or Fire Chief. The Contractor shall

maintain appropriate communication protocols to facilitate direct and immediate activation of its services by Contractor's authorized personnel.

### **2.3 Service Area**

The geographic area covered under this Agreement shall include the incorporated boundaries of the City of Denison and its extraterritorial jurisdiction (ETJ), as defined by City ordinance and/or Texas law.

### **2.4 Service Availability and Prioritization**

The City acknowledges that the Contractor operates a regional EMS system and may have ongoing service obligations in other jurisdictions. The Contractor shall make reasonable efforts to respond to City requests for service when resources are available and it is safe to do so, but nothing in this Agreement shall require the Contractor to commit specific unit hours or staffing levels to the City on a full-time basis.

### **2.5 Operational Control**

While responding to incidents within the City under this Agreement, the Contractor's personnel shall follow incident command protocols as established by the Denison Fire Department or the City's designated Incident Commander. However, the Contractor retains supervision of its personnel and control over its clinical care protocols, which shall remain under the oversight of the shared Medical Director.

## **ARTICLE III – MEDICAL DIRECTION**

### **3.1 Shared Medical Oversight**

The Contractor shall operate under the clinical oversight of the same Medical Director engaged by the Denison Fire Department for its EMS operations. The Medical Director shall be licensed to practice medicine in the State of Texas and shall meet all qualifications as required under Texas Administrative Code, Title 25, Chapter 197, and other applicable state and local laws.

### **3.2 Duties of the Medical Director**

The Medical Director shall provide the following services to both the City and the Contractor in support of clinical quality and operational consistency:

- (a) Review and approval of all patient care protocols and clinical operating guidelines;
- (b) Oversight of the training and credentialing of EMS personnel operating under this Agreement;
- (c) Medical audit and quality assurance reviews of Contractor's prehospital care;
- (d) Participation in case reviews, morbidity and mortality conferences, and clinical improvement initiatives;

- (e) Guidance in the investigation and remediation of clinical performance issues; and
- (f) Participation in disaster planning and mass casualty management protocols applicable to both parties.

### **3.3 Compliance with Protocols**

The Contractor shall comply with the medical protocols, standing orders, and clinical policies established by the shared Medical Director. Any deviation from such protocols must be authorized in writing by the Medical Director.

### **3.4 Clinical Quality Assurance**

The Contractor shall participate in clinical quality assurance (CQA) activities as requested by the Medical Director or the City. These activities may include submission of patient care reports, clinical outcome reviews, provider feedback sessions, and data sharing for system performance analysis.

### **3.5 Medical Accountability**

While the Contractor retains its independent business and operational structure, all prehospital medical care rendered under this Agreement shall fall under the authority and review of the Medical Director, who shall have the right to restrict or revoke clinical privileges of individual providers, subject to due process standards adopted by both parties.

## **ARTICLE IV – EQUIPMENT, VEHICLES, AND PERSONNEL STANDARDS**

### **4.1 Ambulance Licensing and Certification**

All ambulances used by the Contractor in the performance of this Agreement shall be fully licensed by the Texas Department of State Health Services (DSHS) and shall comply with all applicable state and federal regulations, including but not limited to those found in Texas Administrative Code, Title 25, Chapter 157.

### **4.2 Title of Vehicles and Equipment**

All vehicles, including ambulances, and equipment used by the Contractor under this Agreement shall be supplied by the Contractor. Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all vehicles and equipment provided by the Contractor in connection with the authorized services shall remain the property of the Contractor.

### **4.2 Vehicle Standards and Readiness**

The Contractor shall ensure that each ambulance deployed under this Agreement shall be:

- (a) Maintained in safe and fully operational condition;
- (b) Subject to a documented pre-shift inspection checklist performed by the Contractor;

- (c) Equipped with all required lighting, sirens, communications devices, and safety equipment;
- (d) Marked with the Contractor's identifying name or logo and a unique vehicle identifier; and
- (e) Stocked by the Contractor with all required equipment and supplies, including oxygen, suction, cardiac monitoring, airway control, and immobilization equipment, as defined by the Medical Director and DSHS minimum standards.

### **4.3 Medical Equipment and Supply Inventory**

Contractor shall maintain a written inventory of all required medical equipment, controlled substances (if applicable), and expendable supplies on each unit. Restocking shall occur promptly after each call, and deficiencies shall be corrected prior to returning the unit to service.

The Contractor shall implement a standardized equipment checklist, and a completed log shall be maintained on file for each unit for inspection by the City or Denison Fire Department upon request.

### **4.4 Infection Control and Decontamination**

Contractor shall maintain written policies and training programs for infection control, personal protective equipment (PPE), cleaning and decontamination of vehicles and equipment, and post-exposure follow-up procedures consistent with CDC guidelines and OSHA regulations.

### **4.5 Personnel Qualifications**

All EMS personnel operating under this Agreement shall:

- (a) Be certified by the Texas DSHS as Emergency Medical Technicians (EMTs) or Paramedics;
- (b) Maintain current credentials in CPR, ACLS (Advanced Cardiac Life Support), and PHTLS or equivalent trauma training, as appropriate;
- (c) Be authorized by the shared Medical Director to function within the approved clinical protocols;
- (d) Complete regular continuing education in accordance with state requirements and Medical Director expectations; and
- (e) Pass a background check and meet any local fitness-for-duty or drug testing standards applicable to City EMS personnel, if requested.

### **4.6 Staffing and Response Configuration**

Ambulances deployed under this Agreement shall be staffed at minimum with one EMT and one Paramedic, unless otherwise approved by the Medical Director. Contractor shall ensure personnel are trained in the Incident Command System (ICS) and can integrate with City operations during joint responses.

#### **4.7 Readiness and Availability Documentation**

Contractor shall maintain daily documentation of unit readiness, including:

- Shift assignments;
- Vehicle inspections;
- Equipment and supply checklists; and
- Any out-of-service periods or mechanical issues.

These records shall be retained for a minimum of five (5) years and made available to the City upon request for review or audit.

### **ARTICLE V – RECORDS AND REPORTING**

#### **5.1 Access to Records**

Contractor shall retain all records related to services rendered under this Agreement for a minimum of five (5) years and shall provide access to such records for review by the City, including but not limited to patient care reports for calls dispatched by or coordinated with the City.

#### **5.2 Submission and Data Access**

The Contractor shall provide the City and/or Denison Fire Department access to all patient care reports generated for calls performed under this Agreement for the purposes of medical oversight, system quality assurance, and performance review. This access shall apply solely to calls for service dispatched, referred, or authorized by the City pursuant to Section 2.2.

Reports shall be transmitted via secure digital means in compliance with HIPAA and state law. When feasible, the Contractor shall also ensure that patient reports are transmitted to the receiving hospital in real-time or promptly after transport.

#### **5.3 Run Reporting and Operational Data**

In addition to patient-level data, the Contractor shall maintain and submit the following monthly operational data to the City, if requested:

- (a) Total number of calls received and responded to under this Agreement;
- (b) Call types (emergency, non-emergency, standby, etc.);
- (c) Record of dispatch showing time call for transport received, time of dispatch; time arrived on scene; time arrived at destination; time in service; and time returned to base;
- (d) Daily report log identifying all individuals transported on a given day;
- (e) Any vehicular maintenance, driver/attendant training certifications; insurance certifications; traffic compliance; accident records; and financial, tax, or related record;
- (f) Any notable service delays, refusals, or incidents; and

(g) Unit out-of-service reports or availability data.

This information may be used by the City to evaluate system performance, trends, and future planning needs.

#### **5.4 Record Retention**

Contractor shall retain all ePCRs and supporting service documentation for a minimum of five (5) years in accordance with Texas Health & Safety Code § 773.091 *et seq.*, and shall make such records available to the City or its designee upon request and in compliance with applicable laws regarding protected health information.

#### **5.5 Confidentiality and HIPAA Compliance**

The Contractor shall ensure that all personnel are trained on and comply with the Health Insurance Portability and Accountability Act (HIPAA) and any applicable state medical privacy laws. The Contractor agrees to enter into a Business Associate Agreement with the City, if required, and to safeguard all patient information with appropriate administrative, technical, and physical controls.

### **ARTICLE VI – INSURANCE AND INDEMNITY**

#### **6.1 Insurance Requirements**

The Contractor shall procure and maintain, at its sole expense and for the duration of this Agreement, insurance policies with insurers authorized to do business in the State of Texas and rated no less than “A-“ by A.M. Best, in the following minimum amounts:

- (a) Commercial General Liability:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
- (b) Professional Liability (Medical Malpractice):
  - \$1,000,000 per occurrence
  - \$3,000,000 aggregate
- (c) Automobile Liability:
  - \$1,000,000 combined single limit (including owned, hired, and non-owned autos)
- (d) Workers’ Compensation and Employers’ Liability:
  - Statutory workers’ compensation in accordance with Texas law
  - \$1,000,000 each accident

#### **6.2 Proof of Coverage**

Contractor shall furnish Certificates of Insurance to the City prior to the commencement of any services under this Agreement. Each policy shall include a provision requiring thirty (30) days prior written notice of cancellation, material change, or non-renewal to the City.

All policies, except Workers' Compensation, shall name the City of Denison, Texas, its officers, officials, agents, and employees as additional insureds, where applicable.

### **6.3 Indemnification by Contractor**

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, and agents, from and against all claims, liabilities, damages, losses, and expenses (including attorney's fees and court costs) arising out of or resulting from:

- (a) The performance or non-performance of services under this Agreement;
- (b) Any negligent, reckless, or intentionally wrongful act or omission of the Contractor, its officers, employees, subcontractors, or agents;
- (c) Injury or death of any person, or damage to or loss of property, caused by Contractor operations under this Agreement; and
- (d) Any breach of confidentiality or violation of HIPAA or state privacy laws by the Contractor or its personnel.

This indemnity shall survive the termination or expiration of this Agreement.

### **6.4 City Immunity Not Waived**

Nothing in this Agreement shall be construed as waiving the City's governmental immunity, sovereign immunity, or any other legal defense available under state or federal law.

## **ARTICLE VII – PERFORMANCE STANDARDS AND COMPLIANCE**

### **7.1 General Performance Obligation**

Contractor shall provide services under this Agreement in a prompt, professional, and reliable manner. All services shall be rendered in accordance with best industry practices, applicable federal and state laws, and the standards of care required by the Medical Director and the City.

### **7.2 Response Expectations**

Although the Contractor is not the primary emergency medical services provider for the City, when responding to calls under this Agreement, the Contractor shall make reasonable efforts to arrive promptly and without unnecessary delay, considering the nature of the call and the availability of units.

The City and Contractor may mutually establish targeted response time benchmarks for overflow 911 calls and other categories of service, subject to quarterly or annual review. These targets shall be advisory in nature and not binding or punitive, but may be used to evaluate performance.

### **7.3 Staff Conduct and Appearance**

Contractor's personnel shall present a professional appearance, wear a clearly identifiable uniform, and display proper identification at all times while on duty. All personnel shall conduct themselves courteously and respectfully toward patients, facility staff, public safety personnel, and members of the public.

### **7.4 Cooperation with City Oversight**

Contractor agrees to cooperate fully with any reasonable review, audit, or investigation conducted by the City or its designee relating to services rendered under this Agreement. This includes, but is not limited to:

- Providing access to records, logs, and documentation as authorized;
- Meeting with City representatives upon request;
- Participating in quality assurance meetings or operational briefings; and
- Responding to complaints, concerns, or inquiries in a timely and transparent manner.

### **7.5 Corrective Action**

If the City determines that the Contractor has failed to substantially comply with the terms of this Agreement, including but not limited to readiness, documentation, or conduct standards, the City may request corrective action. The Contractor shall respond in writing within ten (10) business days with a proposed plan for remediation.

The City reserves the right to suspend or limit the Contractor's access to City-directed calls if, in the sole judgment of the City, continued performance would pose a risk to public health or safety.

### **7.6 Continuous Improvement**

Contractor shall participate in good faith in any City-led efforts to improve EMS system integration, interoperability, training, or quality improvement programs, provided that such participation does not unduly interfere with Contractor's core operations.

## **ARTICLE VIII – COMPENSATION AND BILLING**

### **8.1 No Cost to the City**

Unless expressly agreed to in writing, the Contractor shall provide all services under this Agreement at no cost to the City. The City shall not be obligated to pay any fees, subsidies, or reimbursements to the Contractor for responses, standby coverage, documentation, or other services rendered under this Agreement.

### **8.2 Billing of Patients and Third Parties**

The Contractor shall retain the exclusive right and responsibility to bill and collect fees directly from patients, their insurers, Medicare, Medicaid, or any other responsible third party for services

rendered under this Agreement. The City shall have no role or responsibility in the Contractor's billing process.

Contractor shall:

- Maintain lawful, ethical, and transparent billing practices in accordance with all applicable federal and state regulations, including those governing Medicare and Medicaid reimbursement;
- Use reasonable and customary charges based on the level of service provided and consistent with regional standards for ambulance services;
- Ensure that all patient billing is conducted in a non-discriminatory manner and includes appropriate disclosures regarding patient rights and responsibilities;
- Maintain secure and HIPAA-compliant systems for handling patient information related to billing.

This Agreement does not entitle the City to any portion of fees collected, nor does it obligate the City to compensate the Contractor in the event a patient or third party fails to remit payment. The Contractor acknowledges and agrees that all risks and liabilities associated with collection efforts rest solely with the Contractor.

### **8.3 No City Liability for Unpaid Charges**

The City shall not be held liable or responsible for the payment of any claim, charge, or invoice arising from services provided by the Contractor to individual patients, facilities, or other entities. The Contractor acknowledges and agrees that the City is not a guarantor of payment for any services rendered.

### **8.4 Standby Event Billing**

For standby services requested by the City for planned public events or drills, the City and Contractor may enter into a separate agreement or memorandum of understanding to define any fees, if applicable. In the absence of such agreement, no fee shall be charged to the City unless mutually agreed upon in writing.

## **ARTICLE IX – TERMINATION**

### **9.1 Termination for Convenience**

Either party may terminate this Agreement without cause by providing sixty (60) days' written notice to the other party.

### **9.2 Termination for Cause by the City**

The City may terminate this Agreement immediately upon written notice if the Contractor:

- (a) Fails to comply with any material term or condition of this Agreement and does not cure such failure within fifteen (15) days after written notice;

- (b) Makes an unauthorized disclosure of specific patient-related information to the public without the permission of the patient or an authorized patient representative;
- (c) Engages in fraud, willful misconduct, gross negligence, or repeated performance failures;
- (d) Has its ambulance license or operating authority revoked, suspended, or materially restricted by the Texas Department of State Health Services or any other relevant regulatory body;
- (e) Fails to maintain the insurance coverages required under this Agreement; or
- (f) Is declared bankrupt or enters receivership.

Termination for cause shall not preclude the City from pursuing other remedies available at law or in equity.

### **9.3 Termination for Cause by Contractor**

The Contractor may terminate this Agreement upon fifteen (15) days' written notice to the City if the City:

- (a) Materially breaches the Agreement and fails to cure such breach within fifteen (15) days of notice;
- (b) Imposes unreasonable restrictions not required by this Agreement that materially interfere with the Contractor's ability to perform services; or
- (c) Issues direction that places the Contractor in violation of state or federal law.

### **9.4 Effect of Termination**

Upon termination of this Agreement:

- The Contractor shall complete all scheduled calls initiated prior to the termination date;
- The Contractor shall return any City property or records in its possession;
- The Contractor shall submit all outstanding reports and documentation required under this Agreement; and
- The Contractor shall preform all of its duties and obligations as required under this Agreement up to the termination date.

Any provisions that by their nature survive termination (including indemnity, confidentiality, and record keeping obligations) shall remain in full force and effect.

## **ARTICLE X – NOTICE**

### **10.1 Method of Delivery**

All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given:

- When personally delivered;
- When sent by certified mail, return receipt requested;
- When delivered by a nationally recognized overnight courier service; or
- When sent via email with confirmation of receipt, if followed by mailed hard copy.

## **10.2 Notices to the City**

Notices to the City shall be addressed to:

City of Denison, Texas  
Attn: Fire Chief  
Denison Fire Department  
700 W. Chestnut Street  
Denison, TX 75020  
Email: [kjacks@denisontx.gov](mailto:kjacks@denisontx.gov)

With a copy to:

City Attorney  
City of Denison  
300 W. Main Street  
Denison, TX 75020  
Email: [Julie@txmunicipallaw.com](mailto:Julie@txmunicipallaw.com)

## **10.3 Notices to Contractor**

Notices to the Contractor shall be addressed to:

US Mobile Healthcare, LLC  
Attn: James Reeves, Chief  
417 S Walnut St  
Sherman, TX 75090  
Email: [jreeves@usmobilehealth.org](mailto:jreeves@usmobilehealth.org)

## **10.4 Change of Address**

Either party may change its designated notice address by providing written notice of such change to the other party in accordance with this Article.

# **ARTICLE XI – MISCELLANEOUS PROVISIONS**

## **11.1 Entire Agreement**

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, negotiations, or discussions, whether oral or written. No oral representations or agreements shall be binding.

## **11.2 Amendments**

This Agreement may only be amended, modified, or supplemented by a written document signed by authorized representatives of both parties.

## **11.3 Governing Law and Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising under or related to this Agreement shall lie exclusively in Grayson County, Texas.

## **11.4 Severability**

If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect, and such provision shall be modified or interpreted to best accomplish the intent of the parties within the limits of applicable law.

## **11.5 No Waiver**

No failure or delay by either party in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof. Any waiver must be in writing and signed by the party granting it.

## **11.6 Independent Contractor**

The Contractor is and shall remain an independent contractor and not an employee, agent, or representative of the City. Nothing in this Agreement shall be construed to create any partnership, joint venture, or employment relationship between the parties.

## **11.7 Assignment**

This Agreement, or any right accruing under this Agreement, shall not be assigned or transferred by the Contractor without the prior written consent of the City, which shall not be unreasonably withheld. Any unauthorized assignment shall be null and void.

## **11.8 Force Majeure**

Neither party shall be liable for delays or failure in performance due to events beyond their reasonable control, including but not limited to acts of God, natural disasters, war, pandemics, or governmental actions, provided that reasonable notice is given.

*[Signatures on next page]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their duly authorized representatives, effective as of the date of the last signature below.

**CITY OF DENISON, TEXAS**

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

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

**US MOBILE HEALTHCARE, LLC**

By:  \_\_\_\_\_  
James Reeves, Chief

Date: 06/09/25

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**Agenda Item:** Receive a report, hold a discussion, and take action on the appointment of John Akers as a new member to the Historic Preservation Board to serve the remainder of a two-year term, effective upon appointment by the City Council and expiring on December 31, 2026.

**Staff Contact:**

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

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**Summary**

- The Historic Preservation Board was created by ordinance of the City Council. The Board consists of five members, with two members being business or property owners from the Historic District and three at large members.
- The main function of the Board is to preserve the downtown historic district.
- The position to be filled by John Akers has been vacant since January 2025. The City has been unable to find a candidate through its new application process.
- Mr. Akers has also previously served on this Board and served three consecutive terms, ending in December 2019.

**Staff Recommendation**

Staff recommends approval of the appointment.

**Recommended Motion**

"I move to appoint John Akers as a new member of the Historic Preservation Board to serve the remainder of an unexpired term effective upon appointment by the Council and expiring on 12/31/2026."

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**Background Information and Analysis**

The Historic Preservation Board was created by ordinance of the City Council. The Board consists of five members, with two members being business or property owners from the Historic District and three at large members. Members are appointed by the City Council. The

main function of the Board is to preserve the downtown historic district and have the power to adopt rules and procedures as necessary to provide for the orderly conduct of the Board meetings. They also recommend criteria for the identification of historic, architectural and cultural landmarks, among other things, approve certificates of appropriateness, and recommend specific design guidelines for the review of landmarks and districts to ensure compatibility within the District.

Each member serves a two-year term of office, with no one member serving more than three consecutive two-year terms. The position to be filled by John Akers has been vacant since January 2025. The City has been unable to find a candidate through its new application process.

Mr. Akers is eligible and willing to serve an unexpired two-year term. Give Mr. Akers' familiarity with Denison's history, he is a good fit for the at large position. Mr. Akers has also previously served on this Board and served three consecutive terms, ending in December 2019. Staff recommends the appointment of Mr. Akers to serve the remainder of an unexpired two-year term, effective upon appointment by the Council and ending on December 31, 2026.

**Financial Considerations**

None.

**Prior Board or Council Action**

None.

**Alternatives**

The City Council may deny or table this agenda item,.

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**Agenda Item:** Receive a report, hold a discussion and take action on rejecting all bids received for the 2025 Jones Park Pickleball Court Addition with the option to rebid the project when funding becomes available.

**Staff Contact:**

Amanda Parsons, Director of Parks and Recreation.

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

(903) 4665-2720, Ext. 2513

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**Summary**

- Parks and Recreation for FY 2025 was approved funding, in the amount of \$165,000, from the restricted Parks & Recreation Fund 071 to install a 2-court pickleball amenity at Jones Park.
- The project's scope of work included, Professional surveying services and testing, demolition, hauling, grading, concrete placement, boring, pavement, utilities, striping and landscaping.
- Staff initiated an invitation to Bid for the 2025 Jones Park Pickleball Court Addition project on June 7, 2025, and concluded on June 24, 2025.
- Three Bids were received from Symmetry Sports Construction, Prime Courts, and Tarkett Sports Construction. All Bids were outside available funding.

**Staff Recommendation**

Staff recommends rejecting all Bids for the 2025 Jones Park Pickleball Court Addition with the option to rebid when undoing becomes available.

**Recommended Motion**

"I move to reject all bids for the 2025 Jones Park Pickleball Court Addition and to readvertise when funding becomes available."

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**Background Information and Analysis**

Jones Park was gifted to the city by Minnie M. Jones in 1947 in memory of her daughter, Janis Jones. The park is located at 1200 W. Shepherd Street and is a three - acre space that boasts a covered playground, basketball court, a pavilion and a softball practice field.

A two-court Pickleball facility was approved during the adoption of the fiscal year 2025 Budget, in the amount of \$165,000.

Huitt Zollars provided professional services to design a set of plans for this project. An invitation to bid was opened June 7, 2025, and concluded on June 24th, 2025.

Three bids were received, all of which exceeded the current budget. Staff request to reject all bids and table the project until further time so that additional funds can be secured to support the original full scope of the project.

**Financial Considerations**

The project budget was approved to be funded from the Restricted Parks & Recreation Fund 071 (General Park Maintenance) for \$165,000.00.

The lowest bid received was in excess of 20% of the current budget.

**Prior Board or Council Action**

Adoption of the fiscal year 2025 budget.

**Alternatives**

City Council may deny or table this agenda item.

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**Agenda Item:** Receive a report, hold a discussion, and take action on approving the purchase of an upgraded dispatch console system from Xybix Systems, Inc. in the amount of \$97,293.66 for the Public Safety Communications Division and authorize the Interim City Manager to execute all related documents.

**Staff Contact:**

Mike Gudgel, Chief of Police  
[mgudgel@cityofdenison.com](mailto:mgudgel@cityofdenison.com)  
903-465-2422, ext. 2303

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**Summary**

- Denison Police Department requests approval of the replacement of the existing dispatch consoles in the Communications Division.
- The current setup is out of warranty and is approaching the end of its 10-year life expectancy, and an upgraded console system would better meet the demands of a modern emergency communications environment.
- Purchase of the upgraded system will be fully funded through a secured grant, ensuring that no additional expenditure is required.

**Staff Recommendation**

Staff recommends approval of the purchase of an upgraded dispatch console system for the Public Safety Communications Division.

**Recommended Motion**

"I move to approve the purchase of an upgraded dispatch console system from Xybix Systems, Inc. in the amount of \$97,293.66 for the Public Safety Communications Division and authorize the Interim City Manager to execute all related documents."

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**Background Information and Analysis**

The Denison Police Department respectfully submits this proposal for the replacement of the existing dispatch consoles in the Communications Division. This essential upgrade will be fully

funded through a secured grant, ensuring that no additional expenditure is required from the City’s general fund.

The current dispatch furniture, now approaching the end of its 10-year life expectancy and no longer under warranty, no longer meets the demands of a modern emergency communications environment. Its design limits both ergonomic support and technological integration, creating challenges for staff who work extended 12-hour shifts under high-pressure conditions. The proposed replacement will include four state-of-the-art dispatch consoles, each equipped with individual climate controls and ergonomic enhancements tailored to support employee health, comfort, and performance. In addition, the updated furniture will allow for a more efficient room layout, improving sightlines and overall situational awareness within the communications center—critical for timely and effective emergency response coordination.

This project represents a strategic investment in both public safety infrastructure and the well-being of our communications personnel.

**Financial Considerations**

The purchase of an upgraded dispatch console system is \$97,293.66. These funds are available through an already secured grant; therefore, there will be no additional cost to the city.

**Prior Board or Council Action**

None

**Alternatives**

Council may choose not to approve the agenda item.

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton CO 80120  
 Phone: 303-683-5656  
 Fax: 303-683-5454  
 jenniferp



Quote Number: 36209

Quote Date: 6/16/2025  
 Revision: F  
 Orig Create Date: 6/16/2025  
 Expires: 9/14/2025  
 Opp #: 0030458

**Quote**

Terms: 1% 20 Days, NET 30 Days

Page: 1 of 3

<p><b>QUOTE TO:</b>          Acct: DENCITDETX           Denison (City of)          108 W. Main          Denison TX 75021</p> <p>Phone:          Email:</p>	<p><b>SHIP TO:</b>          Denison (City of)          108 W. Main          Denison, TX 75021          USA</p> <p>Salesperson: KAYLA BUTLER          Phone: (214) 727-1681          Email: kaylab@xybix.com</p>
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HGAC  
 Contract #: EC07-23  
 Product: Eagle Line w/axys  
 Install Type: Standard with Live Cutover (2) qty  
 Removal & Disposal: Customer Responsible  
 Tax Exempt  
 \*51% Discount approved by DH  
 \*Tariff Waived per DH  
 \*No Acrylic Cleaning Kit per Customer request

06.16.2025 -Updated panel system price, customer is reusing panel frames. -kmr  
 06.13.2025 - Removed acrylic cleaning kit, removed removal and disposal. - JLP  
 05.05.2024 - Updated freight per DH. - JLP  
 05.05.2025 -Updated panel system price, customer is reusing panel frames. -kmr  
 05.01.2025: R2 - Removed grounding and acrylic, moved WS4 against wall. - JLP  
 04.03.2025: Updated discount to 51% per DH. JLP  
 03.25.2025: Updated panel system price, customer is reusing panel frames. -kmr  
 03.21.25: R1 - Reconfigured to pod-style layout, removed tech towers, added RRG & SILs. - JLP  
 01.21.25: R0 - Drawing Creation - JLP

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	C-12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-SS - 29-48in - 29.0 LF @ \$299.000/LF 12343-1-DS - 29-48in - 32.0 LF @ \$404.000/LF  Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black Panel System Reconfigure  Panel Frame Reuse Price reduced by \$1,593.00 off List Price  Panel Frames being reused below: Panel Frame 48h x 18w Qty - 2 Panel Frame 48h x 30w Qty - 8	1	1.00 EA	\$30,004.00	51.00 %	\$14,701.96	\$14,701.96
2.00	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 72L x 72R - Cable Management Included	2	4.00 EA	\$3,119.00	51.00 %	\$1,528.31	\$6,113.24

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Page: 2 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
3.00	15844	L5S Table Base for 72X72 Corner Worksurface	3	4.00 EA	\$9,494.00	51.00 %	\$4,652.06	\$18,608.24
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 72L x 72R  16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 3 Total: \$1,764.00 16677 - Heavy Duty VESA Mount Qty = 2 Total: \$2,094.00	4	4.00 EA	\$6,757.00	51.00 %	\$3,310.93	\$13,243.72
5.00	16873	Cable, HDMI, Male/Male, 20 ft, Black	5	20.00 EA	\$129.00	51.00 %	\$63.21	\$1,264.20
5.01	16130-8	Datadock 2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	6	4.00 EA	\$875.00	51.00 %	\$428.75	\$1,715.00
6.00	11792-BLK	Power Bar, 10 Outlet, 15 ft, Black Sticker, Includes Mounting Clips	12	4.00 EA	\$193.00	51.00 %	\$94.57	\$378.28
6.01	11792-OR	Power Bar, 10 Outlet, 15 ft, Orange Sticker, Includes Mounting Clips	13	4.00 EA	\$193.00	51.00 %	\$94.57	\$378.28
7.00	16708.	Axys Control System with Fan Base Price: \$2,206.00 16707AXS - Heat - \$702.00 16709AXS - Task Lights - \$281.00 16711AXS - Footwell Lighting - \$270.00 16712AXS - Down Bias Lighting - \$166.00 16713AXS - Arc Lighting - \$552.00 16769AXS - Axys Status Light 1 HI - \$1,141.00	14	4.00 EA	\$5,318.00	51.00 %	\$2,605.82	\$10,423.28
8.00	16909	Shelf, Under Surface, With Power, 1 AC Outlet, 1 USB Charge, 1 USB-C Charge, Metal, Black	20	4.00 EA	\$379.00	51.00 %	\$185.71	\$742.84
10.00	12030-3D.	Return Worksurface - 48Wx24D	21	1.00 EA	\$610.00	51.00 %	\$298.90	\$298.90
10.01	12033-3D-FT.	Flip Top Return Worksurface - 24Wx30D	40	1.00 EA	\$814.00	51.00 %	\$398.86	\$398.86
10.02	12033-3D.	Return Worksurface - 6Wx36D	39	1.00 EA	\$814.00	51.00 %	\$398.86	\$398.86
10.03	12033-3D-FT.	Flip Top Return Worksurface - 24Wx36D	22	1.00 EA	\$814.00	51.00 %	\$398.86	\$398.86
10.04	12033-3D-FT.	Flip Top Return Worksurface - 30Wx36D	23	1.00 EA	\$814.00	51.00 %	\$398.86	\$398.86

Xybix Systems, Inc.  
 8207 SouthPark Circle  
 Littleton CO 80120  
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Page: 3 of 3

Line	Part Num	Desc	Qty	U/M	List Ea.	Disc. %	Disc. Price	Net Price
11.00	17030	Cable Bridge, Corner, Left	24	2.00 EA	\$301.00	51.00 %	\$147.49	\$294.98
11.01	17031	Cable Bridge, Corner, Right	25	3.00 EA	\$301.00	51.00 %	\$147.49	\$442.47
11.02	17030-SBS	Cable Bridge, Corner, Left, SBS	36	1.00 EA	\$301.00	51.00 %	\$147.49	\$147.49
11.03	13632-3D.	CPU Cabinet - ERGO ACCESS Side By Side 57.25Wx48H	26	1.00 EA	\$4,539.00	51.00 %	\$2,224.11	\$2,224.11
11.04	15484-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 24Wx28.5D With Flip Top Hinge	37	1.00 EA	\$1,935.00	51.00 %	\$948.15	\$948.15
11.05	15484-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 24Wx34.5D With Flip Top Hinge	27	1.00 EA	\$1,729.00	51.00 %	\$847.21	\$847.21
11.06	15486-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 30Wx34.5D With Flip Top Hinge	28	1.00 EA	\$1,840.00	51.00 %	\$901.60	\$901.60
13.00	11519-3D.	Rotating Resource Guide - Freestanding 36 in - with Casters	29	1.00 EA	\$3,837.00	51.00 %	\$1,880.13	\$1,880.13
14.00	13049-3D.	Lateral File - 48W3 Drawer 42H	30	1.00 EA	\$3,473.00	51.00 %	\$1,701.77	\$1,701.77
90.00	16139	Installers Kit Eagle Line	33	4.00 EA	\$0.00	0.00 %	\$0.00	\$0.00
99.00	Other	Other Charges & Services	35	1.00 EA	\$0.00	0.00 %	\$0.00	\$0.00

**Line (35) - Miscellaneous Charge -**

Description	Ext. Price
1.) Freight - Full Truck	1,664.21
2.) Installation	16,778.16

List Price Total:	\$160,921.00	Lines Total:	\$78,851.29
		Line Miscellaneous Charges Total:	\$18,442.37
		Taxes Total:	\$0.00
		<b>Quote Total:</b>	<b>\$97,293.66</b>

Note 1:  
 All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:  
 Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of \$75 per man hour straight time and \$115 per man hour for OT plus subsistence expenses.  
 Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.



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**Agenda Item:** Receive a report, hold a discussion, and take action on the First Amendment to the Professional Services Agreement between the City of Denison and Diamond B & Associates, LLC (Contract No. 2024-0077A), and authorize the Interim City Manager to execute the same.

**Staff Contact:**

Fanchon Stearns, CIP/Engineering Manager [fstearns@denisontx.gov](mailto:fstearns@denisontx.gov)  
(903) 647-3335

---

**Summary**

- Diamond B has located a Civil Engineer licensed in Texas to assist with plan reviews thus assisting to lower costs and advance turnaround times in our review process.
- The amended contract expires in November 2025 and will renew for a one-year term, to be renewed annually after this date.

**Staff Recommendation**

Staff recommends approval of the item.

**Recommended Motion**

“I move to approve the First Amendment to the Professional Services Agreement between the City of Denison and Diamond B & Associates, LLC (Contract No. 2024-0077A), and authorize the Interim City Manager to execute the same.”

---

**Background Information and Analysis**

The city previously entered into an agreement with Diamond B on June 17, 2024, for inspections. This contract seeks to amend the previous contract to reflect adding the Civil Engineer and current hourly charges.

**Financial Considerations**

None.

**Prior Board or Council Action**

City previously had an agreement executed on June 17, 2024

**Alternatives**

Council may modify or table the item.

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF DENISON, TEXAS, AND DIAMOND B & ASSOCIATES LLC**

**THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT** (“**First Amendment**”) is made and entered into by and among the **CITY OF DENISON, TEXAS**, a home-rule municipal corporation, hereinafter referred to as “City,” and the **DIAMOND B & ASSOCIATES LLC**, a Texas limited liability company, hereinafter referred to as “Consultant.” City and Consultant may from time to time herein be referred to collectively as “Parties” and individually as a “Party.” The effective date of this Agreement is the date that the last of the Parties has executed the Agreement, after approval from their respective governing bodies (the “Effective Date”).

**WITNESSETH:**

**WHEREAS**, on June 17, 2024, the Parties, entered into that certain Professional Services Agreement for consulting services as described therein (“**Agreement**”); and

**WHEREAS**, capitalized terms not defined herein shall have the same meaning as set forth in the Agreement; and

**WHEREAS**, the Parties desire to add engineering services, as described in **Exhibit C**, attached hereto and incorporated herein for all purposes, to the Agreement at the rates of compensation reflected in **Exhibit D**, attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the Parties further desire to exercise their ability to extend the Agreement, as amended by this First Amendment, for one Renewal Term as provided in Section 2.2 of the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, covenant and agree as follows:

**1. Agreement Remains in Full Force and Effect.** The Parties acknowledge and agree that, except to the extent amended herein, all provisions and terms contained in the Agreement remain in full force and effect. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control.

**2. Amendments.**

- i. This First Amendment shall operate as the Parties thirty (30) days’ written notice to extend the Agreement for one Renewal Term pursuant to Section 2.2 of the Agreement.
- ii. The first Recital is amended to replace the single occurrence of “**Exhibit “A”**” with the phrase “**Exhibit “A”** and “**Exhibit “C”**”, such that the definition of “Services” is also amended.
- iii. Section 1.2.a. is amended to replace the single occurrence of “**Exhibit “A”**” with the phrase “**Exhibit “A”** and/or “**Exhibit “C”**”.
- iv. Section 3.1 of the Agreement is deleted and replaced with “Intentionally deleted”.
- v. Section 3.5 of the Agreement is replaced in its entirety to read as follows:

3.5 The compensation set out in Section 3.4 above, in Exhibit “B” for the services identified in Exhibit “A”, and in Exhibit “D” for the services identified in Exhibit “C” will be Consultant’s sole compensation under this Agreement.

vi. Section 4.2 is amended to add subsection b. immediately after existing subsection a., as follows:

b. Required Professional Liability Insurance for Engineering Services– Consultant 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) for each occurrence, 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.

vii. Section 10. Miscellaneous Provisions is hereby amended to add the following subsections immediately following subsection 10.19:

10.20 Standards of Care. Services performed by Consultant 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.

10.21 Assignment and Subletting. Consultant 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. Consultant 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 Consultant from its full obligations to the City as provided by this Agreement.

**3. Binding Obligation**. This First Amendment shall become a binding obligation of the signatories upon execution by all signatories hereto. Use of the term “Agreement” shall mean as amended by the First Amendment. The Parties warrant and represent that the individuals executing this First Amendment on behalf of Consultant and City have full authority to execute this First Amendment and bind the Parties to the same.

**4. Severability**. In the event any provision of this First Amendment shall be determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this First Amendment; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this First Amendment shall, to the extent reasonably possible, remain in force as to the balance of its provisions and be interpreted to give effect to the intent of the Parties.

**5. Notices**. Any notices required or permitted to be delivered hereunder shall be delivered in accordance with the terms provided by the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this document to be executed as of the date last written below.

**CITY OF DENISON, TEXAS**

By: \_\_\_\_\_  
Name: Bobby Atteberry  
Title: Interim City Manager  
Date: \_\_\_\_\_

**DIAMOND B & ASSOCIATES LLC**

By: \_\_\_\_\_  
Name: \_\_Jeff Bubak\_\_\_\_\_

Title: \_\_President\_\_\_\_\_

Date: \_\_\_\_6-26-25\_\_\_\_\_

Exhibit C

Scope of Services-Engineering

**Diamond B & Associates LLC**

Engineering Services

On-call engineering and plan review

Exhibit D  
Compensation/Pricing Schedule-Engineering Services

**Diamond B &  
Associates LLC**

Rate Sheet

Engineer - \$200.00  
Inspector 2 - \$100.00  
Inspector 1 - \$75.00  
Line Locater - \$30.00  
Engineering Technician - \$55.00

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**Agenda Item:** Receive a report, hold a discussion, and take action on Contract No. (2025-0076) with H & H Electrical, Inc. for electrical work and upgrades for the on-going generators project, in the amount of \$81,410.00, and authorize the Interim City Manager to execute all related documents.

**Staff Contact:**

Fanchon Stearns, CIP/Engineering Manager  
fstearns@denisontx.gov  
903-465-2720 Ext. 2085

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**Summary**

The proposed contract with H & H Electrical will include needed work on Tone/Hanna EST, Parkdale EST, and College EST. This work will tie in the generators as well as the radio equipment at these locations.

**Staff Recommendation**

Staff recommends approval of the item.

**Recommended Motion**

“I move to approve the contract with H & H Electrical in the amount of \$81,410.00 (Contract No. 2025-0076) and authorize the Interim City Manager to execute all related documents.”

---

**Background Information and Analysis**

These electrical upgrades are needed to keep these locations up and running and also to tie in our radio equipment.

**Financial Considerations**

None.

**Prior Board or Council Action**

None.

**Alternatives**

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

# H&H ELECTRICAL CONTRACTORS, INC.

8475 County Rd. 271, Terrell, Tx 75160  
Office # (972) 524-0205 Cell # (214) 729-7977  
E-Mail: terrytpcelec@aol.com  
TDLR ELECTRICAL CONTRACTOR # 17190

June 27, 2025

Bid Date: 11/10/2023

Bid Time: 2:00 P.M.

**BID PROPOSAL FOR:  
CITY OF DENISON, TEXAS  
ELECTRICAL WORK: TONE/HANNA EST, PARKDALE EST, & COLLEGE EST**

To: City Of Denison,

We appreciate the opportunity to quote this project. Our scope of work shall include labor and materials as follows:

## **TONE/HANNA EST**

- MOVE EXISTING SERVICE FEEDING THE EST TO NEW BREAKER PANEL.
- REPLACE EXISTING BREAKER PANEL INSIDE THE EST.
- PROVIDE NEW WIRE BETWEEN BOTH PANELS.
- PROVIDE 100 2-POLE BREAKER.
- PROVIDE TWO (2) NEW RECEPTACLES.

## **PARKDALE EST**

- PROVIDE 480 VOLT CIRCUITS FROM THE PUMP STATION TO THE EST.
- PROVIDE NEW 2 POLE 125 AMP BREAKER FOR THE SWITCHBOARD.
- PROVIDE 50 KVA TRANSFORMER 480 TO 120/240.
- PROVIDE 200 AMP MTS WITH CAM LOCK CONNECTORS.
- MOVE THE GENERATOR TO COLLEGE EST.
- AFTER THE ELECTRICAL SERVICE IS DISCONNECTED, FEED THE EXISTING BREAKER PANEL FROM THE NEW RACK.
- PROVIDE NEW PANEL INSIDE THE EST.
- PROVIDE 200 AMP DISCONNECT SWITCH AT THE TRANSFORMER

## **COLLEGE EST**

- POUR CONCRETE PAD FOR THE GENERATOR AND A PAD FOR THE ELECTRICAL EQUIPMENT RACK.
- INSTALL 200 AMP ATS SWITCH. (OWNER FURNISHED)
- MOVE CONDUITS FROM THE OLD SERVICE PANELBOARD TO THE NEW PANELBOARD.

## **EXCLUDING THE FOLLOWING:**

- **Bonding or sales taxes**
- Welding or painting of any kind ( If necessary )
- Mechanical installation of all in-line devices (flow meters, valves, etc.).
- Furnishing and installation of mechanical piping saddles/mating flanges/process taps and isolating valves required to connect field instrumentation.
- Surveying or staking
- Fuel for the Generator.
- Generator Start up Services.
- Grass, Tree removal, Grass seed, sod, watering of grass or final site grading

**\*Any work not listed above will be additional to this bid\***

Our price for the above work is as follows:

Bid Item No. 1	\$ 81,410.00
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- Workers comp., Liability insurance, and Auto insurance per contract requirements
- License and permits as required
- One-year warranty on all materials supplied by H&H Electrical Contractors, Inc.
- This quote is valid for 45 days with a letter of intent to award within 14 days
- Invoices shall be progressive and include payment for materials and services provided
- All payments are due net 30

Thanks again,

Terry Clement  
 North Texas Area Manager  
 Email: terrytpcelec@aol.com  
 972-524-0205 Office  
 214-729-7977 Cell

If there are any questions, please do not hesitate to call.

Signature of authorized personal below shall constitute commitment of payment for materials and labor incorporated into this project.

Proceed with order.

Approved by Corporation, District, or Municipality\_\_\_\_\_

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**Agenda Item:** Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance for a text amendment to the City of Denison Code of Ordinances Chapter 28, being the Comprehensive Zoning Ordinance, specifically amending Article IV “Use Regulations”, Section 28.49 “Use Regulation (Charts)” to amend the Use Chart Section for Amusement, Commercial with or without alcohol (Indoors); and Amusement, Commercial, with or without alcohol (Outdoor); Amending Article IV “Definitions”, Section 28.63.1 to amend the definitions and to require a Conditional Use Permit. (Case No. 2025-104ZO).

**Staff Contact:**

Dianne York, Planning Manager

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

903- 465-2720

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**Summary**

- City Council previously approved a text amendment creating the use of Amusement, Commercial, with or without alcohol (Indoors) and Amusement, Commercial with or without alcohol (Outdoors) at their meeting held on December 7th, 2020.
- Additionally, this text amendment required a Conditional Use Permit (CUP) for operations located within the Central Area (CA) and Community Retail (CR).
- Previous Staff inadvertently removed these uses from the Use Regulation Chart through a text amendment to reorganize the Chart.
- In order to list the uses within the Use Regulation Chart, the Planning and Zoning Commission must make a recommendation on the text amendment and City Council must take action on the text amendment.

**Staff Recommendation**

Staff recommends approval of the proposed text amendment.

**Recommended Motion**

“I move to approve an Ordinance for the proposed text amendment to Chapter 28 – Zoning Ordinance.”

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### **Background Information and Analysis**

Previous Planning staff created two uses: Amusement, Commercial, with or without alcohol (Indoors) and Amusement, Commercial, with or without alcohol (Outdoors), to provide allowance for more entertainment-type uses within the Downtown Center. City Council approved the creation of these two uses and accompanying definitions at their meeting on December 7th, 2020.

In 2021, a previous director inadvertently removed these two uses from the Use Regulation Chart. In order to relist the uses, Staff must proceed with conducting Public Hearings for a text amendment to Chapter 28. Approval of this text amendment will allow applicants to pursue the use and ensure that existing operations remain as conforming uses.

### **Financial Considerations**

- N/A

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

- City Council approved these text amendments at their meeting held on December 7th, 2020.
- The Planning and Zoning Commission recommended approval of the proposed text amendment at their meeting held on June 24th, 2025.

### **Alternatives**

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

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, CORRECTING AN INADVERTENT MISTAKE IN ORDINANCE NO. 5167, RELATING TO AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF DENISON, SPECIFICALLY AMENDING ARTICLE IV, SECTION 28.49 (USE REGULATIONS CHART) BY CORRECTING THE LABELS IN THE USE CHART FOR CERTAIN COMMERCIAL AMUSEMENT USES; PROVIDING FINDINGS; PROVIDING ZONING AMENDMENTS; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

**WHEREAS**, the City Council adopted Chapter 28 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which sets forth various regulations for land use in Article IV; and

**WHEREAS**, on December 7, 2020 the City Council adopted Ordinance No. 5167, which ordinance amended Chapter 28 of the Code of Ordinances of the City, the same being the Comprehensive Zoning Ordinance of the City, specifically amending Article IV, Section 28.49 (Use Regulations Chart) by changing the names of the uses “Amusement Commercial with or without alcohol (Indoors)” to “Amusement Services (Indoors)” and “Amusement Commercial with or without alcohol (Outdoors)” to “Amusement Services (Outdoors)”; and

**WHEREAS**, for the purpose of carrying out the original intent of Ordinance No. 5089, the City wishes to correct that inadvertent clerical error and omission discovered in Ordinance No. 5167; and

**WHEREAS**, the City Council deems the action taken herein to be in the best interest of the citizens of the City.

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

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

**SECTION 2. FINDINGS.** After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the

public hearing, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety and welfare.

**SECTION 3. ZONING AMENDMENTS.** Chapter 28 of the Code of Ordinances of the City, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended as follows, and all other articles, chapters, sections, paragraphs, sentences, phrases and words not expressly amended hereby are hereby ratified and affirmed:

**3.01 Article IV. Section 28.49. (Use Regulations)** is hereby amended to correct a clerical error by changing the names of the following uses in the Use Chart to match the names of the uses as identified in Section 28.63, Definitions to be placed in alphabetical order among the existing uses in the respective chart, as set forth below (with additions underlined):

	A	R	S	S	S	S	S	S	L	U	M	2	M	M	O	N	L	C	R	C	C	B	L	H	
	D	F	F	F	F	F	F	F	D	D	H	F	F-1	F-2		S	R	R	R		A	P	I	I	
			-	-	-	-	-	-																	
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<b>Non-Residential and Institutional Uses</b>																									
<b><i>Amusement Commercial with or without alcohol (Indoors) *</i></b>																		<b><i>C</i></b>	<b><i>P</i></b>	<b><i>P</i></b>	<b><i>P</i></b>	<b><u>C</u></b>		<b><i>P</i></b>	<b><i>P</i></b>
<b><i>Amusement Commercial with or without alcohol (Outdoors) *</i></b>																				<b><u>C</u></b>	<b><i>C</i></b>	<b><u>C</u></b>	<b><i>P</i></b>	<b><i>P</i></b>	<b><i>P</i></b>

**SECTION 4. SAVINGS/REPEALING CLAUSE.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 5. SEVERABILITY.** Should any section, subsection, sentence, clause, phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Denison hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

**SECTION 6. PENALTY.** Any person, firm, entity or corporation who violates any provision of this Ordinance or Denison’s Zoning Ordinance Chapter 28, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum no exceeding Two Thousand and No/100 Dollars (\$2000.00). Each continuing day’s violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Denison from filing suit to enjoin the violation. Denison retains all legal rights and remedies available to it pursuant to local, state and federal law.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

**SECTION 8. OPEN MEETINGS.** That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that a public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025.**

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

ATTEST:

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



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**Agenda Item:** Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance for a Conditional Use Permit (CUP) for property legally described as being +/- 0.2755 acres, Lots 13-16, Block 2, Layne’s Addition, an addition to the City of Denison, Texas as shown by plat of record in Volume 25, Page 59, Deed Records, Grayson County, Texas; commonly known as 728 W. Main Street, zoned Central Area (CA) and located within the Commercial Historic Overlay (CH) District, to allow for the use Amusement, Commercial, with or without alcohol (Indoors) for the operation of an indoor golf simulation business. (Case No. 2025-94CUP).

**Staff Contact:**  
Dianne York, Planning Manager  
dyork@denisontx.gov  
903-465-2720

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**Summary**

- The applicant is requesting a Conditional Use Permit (CUP) to operate an indoor golf simulation business under the use of Amusement, Commercial with or without alcohol sales (Indoors).
- The property is zoned Central Area (CA) and falls within the Commercial Historic Overlay (CH) District.

**Staff Recommendation**

Staff recommends approval of the Conditional Use Permit.

**Recommended Motion**

"I move to approve an Ordinance for a Conditional Use Permit (CUP) to allow for the use of Amusement, Commercial, with or without alcohol (Indoors) for the operation of an indoor golf simulation business."

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**Background Information and Analysis**

The applicant is seeking approval of the proposed Conditional Use Permit (CUP) to allow for an

indoor golf simulation under the use of Amusement, Commercial, with or without alcohol (Indoors) at property commonly known as 728 W. Main Street.

Per the applicant's Project Narrative, Elevate Golf Club, LLC, is an innovative indoor golf simulation venue designed to blend cutting-edge golf technology with a social atmosphere. The facility will consist of high-end golf simulators suitable for all skill levels. In addition to golf amenities, Elevate Golf Club, LLC, will offer a selection of alcoholic beverages and a menu sourced through partnerships with local restaurants.

The applicant is proposing the hours of operation to consist of Monday-Friday 10:00 a.m. – 8:00 p.m. and Saturday-Sunday 10:00 a.m. – 10:00 p.m. Elevate Golf Club, LLC will offer 24-hour access to premium-tier members. 24-hour access members will gain entry via a secure, keyless access system during non-staffed hours.

The applicants have obtained the necessary approvals from the Historic Preservation Board in order to move forward with submitting a building permit to remodel the interior, tailoring the floor plan to their operations as well as any improvements to the façade of the existing structure. The applicants intend to utilize spray foam insulation throughout the interior walls and ceilings in order to mitigate any noise created by their operations.

The property is located within the Central Area (CA) zoning district, which does not require on-site parking. However, the site does have a dedicated parking lot. Given the onsite parking, Staff do not believe additional traffic mitigation is required for the proposed use.

The Future Land Use Plan designates this area as the Downtown Center. Per the Comprehensive Plan, the Downtown Center should be a mixed-use activity center with retail, restaurants, entertainment, offices, and medium-density residential. The proposed use complies with the Comprehensive Plan.

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

**Conditional Use Permit Criteria for Approval:**

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

The Future Land Use Plan designates this area as the Downtown Center. Per the Comprehensive Plan, the Downtown Center should be a mixed-use activity center with retail, restaurants, entertainment, offices, and medium-density residential. The proposed use is designated as entertainment and therefore complies with the Comprehensive Plan.

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

The proposed Conditional Use Permit is compatible with uses found within the Central (CA)

District.

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

The proposed use is compatible with the existing development.

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

The site provides the availability of on-site parking as well as on-street parking. The property is located within the Central Area (CA) zoning district, which does not require on-site parking. Given that the location has an on-site parking facility, Staff do not anticipate any adverse traffic concerns.

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

No additional traffic mitigation is required for this site and the proposed use.

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

The applicant has received all the appropriate approvals from the Historic Preservation Board in order to move forward with façade improvements.

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

The proposed use complies with the uses recommended within the Downtown Center per the Comprehensive Plan. The applicant has not requested any additional variances from the base zoning district and Staff does not recommend imposing any additional conditions on the proposed Conditional Use Permit (CUP).

## **Financial Considerations**

- N/A

**Prior Board or Council Action**

- The Planning and Zoning Commission recommended approval of the proposed Conditional Use Permit (CUP) at their meeting held on June 24th, 2025.

**Alternatives**

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



N Armstrong Ave

N Barrett Ave

W Main St

W Main St

701

S Armstrong Ave

S Barrett Ave

W Chestnut St

728

720

720

714

710

708

700

800

825

115

733

731

721

719

715

711

705

701

630

631

714

## **Project Narrative: Elevate Golf Club LLC**

### **Proposed Use**

Elevate Golf Club LLC is an innovative indoor golf simulation venue designed to blend cutting-edge golf technology with a premium, social atmosphere. Our facility will feature high-end golf simulators suitable for all skill levels—from first-time players to avid golfers—creating a versatile and engaging experience.

In addition to golf amenities, Elevate Golf Club will offer a curated selection of alcoholic beverages and a menu sourced through partnerships with local restaurants. This model fosters community engagement while enhancing the social experience for individuals, groups, and corporate clients alike.

### **Hours of Operation**

Elevate Golf Club will operate during the following hours:

- **Weekdays (Monday–Friday):** 10:00 AM – 8:00 PM
- **Weekends (Saturday & Sunday):** 10:00 AM – 10:00 PM

For enhanced member convenience, we will also provide **24-hour access** to premium-tier members. These members will gain entry through a secure, keyless access system during non-staffed hours. This tiered system offers flexibility to dedicated golfers while maintaining neighborhood peace and security during late-night hours.

### **Noise Pollution Mitigation**

While indoor golf simulation generates minimal noise, Elevate Golf Club LLC will proactively incorporate noise mitigation strategies. The facility will be equipped with spray foam insulation throughout the interior walls and ceilings, significantly reducing sound transmission. These enhancements will ensure a quiet and comfortable experience for guests while minimizing any impact on adjacent businesses or residences.

### **Traffic and Parking Considerations**

We do not anticipate any adverse impact on local traffic patterns. The business will utilize a reservation-based system, ensuring a steady and manageable customer flow. On-site parking will adequately accommodate guests and staff during all operational hours, further reducing the likelihood of traffic congestion or overflow into surrounding areas.

### **Exterior and Landscaping**

Elevate Golf Club LLC will not make changes to the existing landscaping, preserving the property's continuity with the surrounding neighborhood. Proposed exterior enhancements include fresh paint and professionally designed signage to improve visibility and align with the

club's modern branding. These updates will be implemented with sensitivity to neighborhood aesthetics and architectural standards.

### **Interior Renovations and Enhancements**

Our facility will undergo significant interior upgrades to deliver a contemporary, high-end golf experience. Planned improvements include:

- **Flooring:** Durable, epoxy-coated surfaces throughout
- **Walls and Paint:** Fresh, modern finishes aligned with brand identity
- **Simulators:** Installation of 10 state-of-the-art golf simulators
- **Locker Room:** A dedicated space for member convenience
- **Bar Area:** A small, well-designed bar for beverages and socializing
- **Reception and Lounge:** A stylish waiting area and reception desk for smooth guest check-in
- **Restrooms:** Brand-new, modern bathrooms for guest comfort

These enhancements are designed to reflect Elevate Golf Club's signature aesthetic—sleek, inviting, and immersive.

### **Preservation of Neighborhood Character and Integrity**

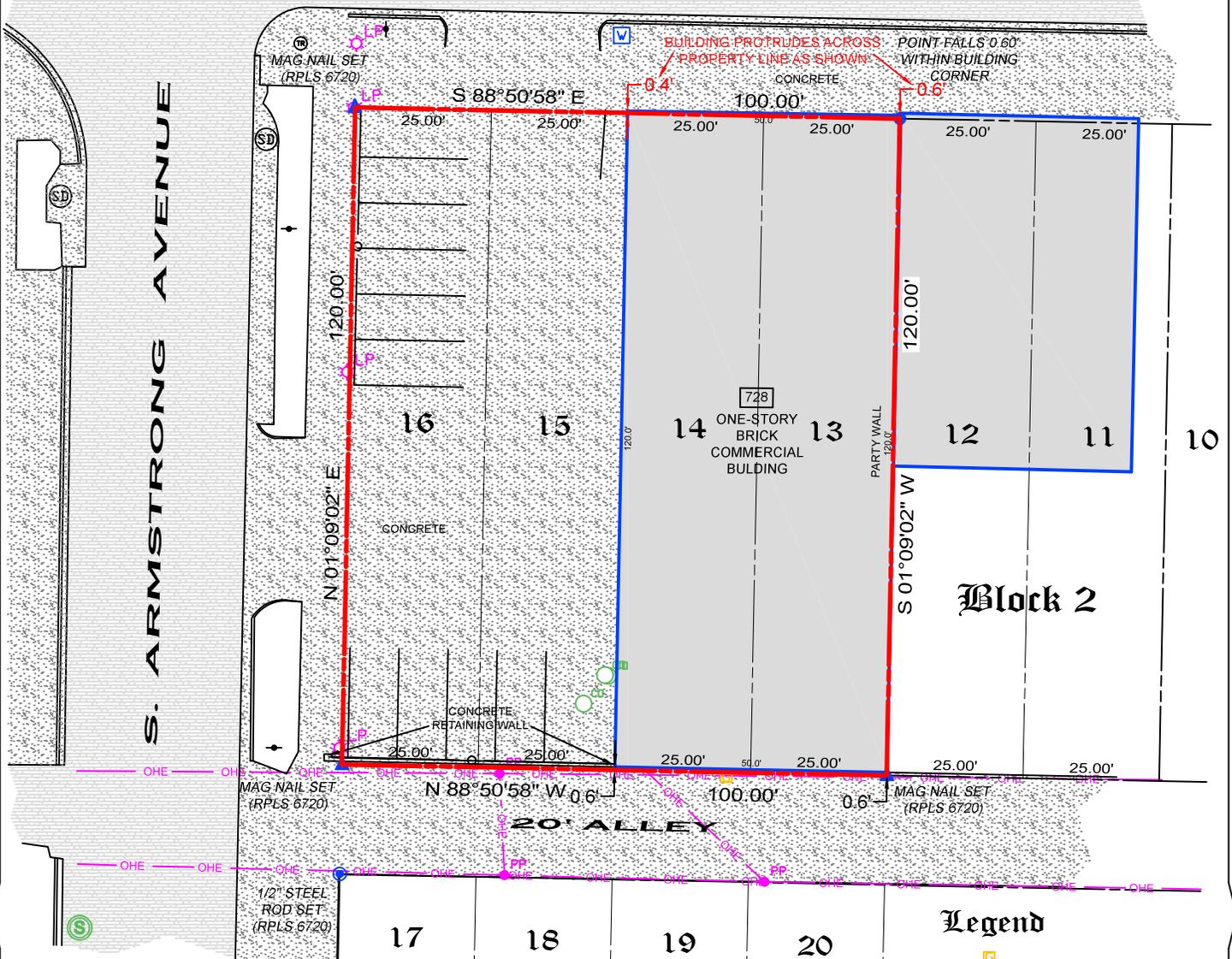
Elevate Golf Club is committed to preserving and enhancing the character of the local neighborhood. All exterior modifications—including signage, lighting, and finishes—will be tasteful and consistent with existing community design standards. Our goal is to complement the area's architectural integrity while fostering a respectful, inclusive, and community-centered environment.

### **Conclusion**

Elevate Golf Club LLC aims to be a vibrant, respectful, and valuable addition to the local business community. By combining high-tech golf simulation with a refined social experience, we will provide a unique recreational option that supports nearby restaurants, offers flexible access for dedicated players, and enhances local engagement. With careful attention to noise, traffic, aesthetics, and community harmony, Elevate Golf Club will create a welcoming space for golf enthusiasts and social gatherings—bringing entertainment, innovation, and connection to the neighborhood.

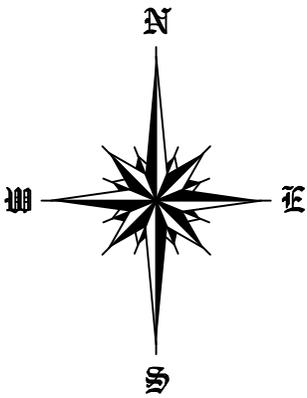
W. MAIN STREET

S. ARMSTRONG AVENUE



Legend

- GAS METER
- SEWER MANHOLE
- SEWER CLEANOUT
- STORM DRAIN
- TRAFFIC LIGHT POLE
- STREET SIGN
- LIGHT POLE
- POWER POLE
- WATER METER
- BOUNDARY LINE
- PROPERTY LINE
- OVERHEAD ELECTRIC
- BUILDING
- GUARD RAIL
- ASPHALT
- CONCRETE



~ BASIS OF BEARINGS ~  
 GRID NORTH, NAD 83  
 TEXAS STATE PLANE COORDINATE SYSTEM  
 NORTH CENTRAL ZONE (4202)

0 30 60

SCALE ~ 1" = 30'

Copyright © 2025  
 Copley Land Surveying, Inc.  
 All rights reserved.

I, John C. Copley, Registered Professional Land Surveyor do hereby certify that on the 10th day of June, 2025, a survey was made on the ground of the property shown hereon, described as **Lots 13, 14, 15 and 16, Block 2, LAYNE'S ADDITION**, an addition to the City of Denison, Texas, as shown by plat of record in Volume 25, Page 59, Deed Records, Grayson County, Texas and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

The building on said lot is known as **728 W. Main Street, Denison, Texas**, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.

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



**Copley Land Surveying**  
 1702 Verdi Ln. Sherman, Texas 75090  
 TX 903-415-0643,  
 john@copleylandsurveying.com

CLS Job# 25060208











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

**AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY, BY GRANTING A CONDITIONAL USE PERMIT ON A CERTAIN 0.28 ACRE TRACT OF LAND LEGALLY DESCRIBED AS LOTS 13, 14, 15, 16, BLOCK 2, LAYNE’S ADDITION, DENISON, GRAYSON COUNTY, TEXAS, AS RECORDED IN THE REAL PROPERTY RECORDS OF GRAYSON COUNTY, TEXAS AS DOCUMENT NO. 2023-22497, COMMONLY REFERRED TO AS 728 WEST MAIN STREET, DENISON, TEXAS, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A”, TO ALLOW AMUSEMENT, COMMERCIAL, WITH ALCOHOL SALES (INDOOR) AS A USE IN ITS ZONING CLASSIFICATION OF CENTRAL AREA DISTRICT AND HISTORIC OVERLAY DISTRICT; PROVIDING CONDITIONS FOR THE CONDITIONAL USE PERMIT TO REMAIN EFFECTIVE; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING A PENALTY OF UP TO \$2,000 PER VIOLATION; FINDING THAT THE MEETING AT WHICH THIS ORIDNANCE WAS ADOPTED WAS LAWFULLY HELD IN ACCORDANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING NO VESTED INTEREST/REPEAL, UNLAWFUL USE OF PROPERTY, REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, F Marr Real Estate, LLC (the “Owner”) owns a 0.28 acre tract of land legally described as Lots 13, 14, 15, 16, Block 2, Layne’s Addition, Denison, Grayson County, Texas, as recorded in the Real Property Records of Grayson County, Texas as Document No. 2023-22497, commonly referred to as 728 West Main Street, Denison, Texas, and as more particularly described and depicted in **Exhibit “A,”** attached and incorporated as if fully set forth herein (the “Property”), and has made an application under the provisions of the Zoning Ordinance for a conditional use permit to allow an Amusement, *Commercial, with Alcohol Sales (Indoor)* use on the Property,

which has a zoning district classification of Central Area District and the Historic Overlay District; and

**WHEREAS**, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

**WHEREAS**, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested zoning change, the recommendation of the Planning and Zoning Commission, and among other things, the character of the land and its suitability for particular uses, and compatibility with surrounding uses, with a view of encouraging the most appropriate use of land in the City, and the City Council does hereby find that the rezoning approved hereby accomplishes such objectives.

**NOW, THEREFORE, BE IT ORDAINED 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 Ordinance as if fully set forth herein, are found to be true, and are adopted a legislative findings of the City Council.

**SECTION 2. Conditional Use Permit Approved.** Chapter 28 of the Code of Ordinances of the City, the same being the City’s Comprehensive Zoning Ordinance, is hereby amended to reflect the Conditional Use Permit (“CUP”) authorizing *Amusement, Commercial, with or without Alcohol Sales (Indoor)* as a use is approved in the Central Area District, subject to all Applicable Regulations (defined below) and to the following conditions:

- A. Uses. The following use of *Amusement, Commercial, with Alcohol Sales (Indoor)* shall be permitted in accordance with the conditions of the CUP, with such use being defined as:

*Amusement, commercial, with or without alcohol sales (indoor): An amusement enterprise that is wholly enclosed within a building which is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line, and that provides activities, services and/or instruction for the entertainment of customers or members, but not including amusement arcades. Uses may include, but are not limited to, the following: bowling alley, ice skating rink, martial arts club, racquetball/handball club, indoor tennis courts/club, axe throwing, and other similar types of uses. If the premises is in a district which requires a conditional use permit for this use, the city shall designate the permit as "with" or "without alcohol".*

- B. Applicable Regulations. In addition to the specific requirements set forth in this Ordinance, this CUP shall be subject to all ordinances and regulations of the City applicable to the Property, including without limitation the Comprehensive Zoning Ordinance and those regulations governing the Central Area District and Historic Overlay

District (“Applicable Regulations”). The CUP granted by this Ordinance shall control in cases of conflict between this Ordinance and/or the Comprehensive Zoning Ordinance.

- C. Hours of Operation. Normal business hours of operation for the *Amusement, Commercial, with or without alcohol sales (indoor)* shall be from Monday through Friday, 10 AM to 8 PM, and Saturday through Sunday 10 AM to 10 PM; except for secure 24-hour access by members only. Alcohol and food shall not be served except for during normal business hours of operation.
- D. Acquisition and compliance with all necessary state and local permit requirements.
- E. Owner shall ensure the facility is insulated with spray foam insulation on all interior walls and ceiling spaces to reduce and control noise.

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

- A. Any failure to comply with any term or condition of this Ordinance or the applicable regulations, as they exist or may be amended; or
- B. Any improvements, the Property, uses or structures regulated by this CUP are enlarged, modified, structurally altered or otherwise significantly changed unless a separate conditional use permit or other required authorization is granted therefor; or
- C. A building permit for the construction of any new structure for which a use is authorized hereunder has not been approved within one (1) year of the date of approval of this Ordinance; or
- D. A certificate of occupancy for any existing structure for which a use authorized by this Ordinance is not applied for and issued within one hundred and eighty (180) days from the effective date of this Ordinance; or
- E. A use for which this CUP is granted ceases to operate for a continuous period of one hundred eighty (180) calendar days; or
- F. A structure for which this CUP is granted remains vacant for a continuous period of one hundred eighty (180) calendar days; or
- G. This CUP was obtained by fraud or deception; or

- H. As otherwise permitted by law, this Ordinance and/or the City's Zoning Ordinance, as they exist or may be amended, including without limitation the requirements of Section 28.9 "Nonconforming Uses and Structures".

**SECTION 4. Zoning Map and Code Requirements.** The Zoning Map of the City, adopted by Section 28.3 of the Code of Ordinances, and on file in the office of the Director of Development Services is hereby amended to reflect the conditional use permit. The Property shall be developed and used in accordance with all applicable City, state, and federal laws, as they exist or may be in the future amended, including but not limited to building codes, fire codes, and all accessibility standards as required by law.

**SECTION 5. No Vested Interest/Repeal.** No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed or amended by the City Council in the manner provided for by law.

**SECTION 6. Unlawful Use of Property.** It shall be unlawful for any person, firm, association, entity or corporation to make use of the Property in some manner other than as authorized by this Ordinance, and it shall be unlawful for any person, firm, association, entity, or corporation to construct on said Property and building that is not in conformity with the permissible uses under the City's Zoning Ordinance and this Ordinance.

**SECTION 7. Severability.** Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, phrase or word thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases and words be declared unconstitutional or invalid.

**SECTION 8. Savings/Repealing Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

**SECTION 9. Penalty.** Any person, firm, entity or corporation who violates any provision of this Ordinance or the Zoning Ordinance, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

**SECTION 10. Publication and Effective Date.** This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

**SECTION 11. Open Meeting.** That it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041, Texas Government Code.

**PASSED AND APPROVED BY THE CITY COUNCIL ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025.**

\_\_\_\_\_  
Robert Crawley, MAYOR

ATTEST:

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION AND DEPICTION**

Lots 13, 14, 15, 16, Block 2, Layne's Addition to the City of Denison, Texas, as shown by plat of record in Volume 25, Page 59, Deed Records, Grayson County, Texas.

