

**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Monday, January 7, 2019

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on Monday, January 7, 2019 at 6:00 PM in the Council Chambers at City Hall, 300 W. Main Street, Denison, Texas at which the following items will be considered:

- 1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE**
- 2. CONSENT AGENDA**

Each of these items is recommended by the Staff and approval thereof will be strictly on the basis of the Staff recommendations or any prior Board or Council action as the case may be from time to time. Approval of the Consent Agenda authorizes the City Manager to implement each item in accordance with the Staff recommendations. Citizens may speak on items listed on the Consent Agenda. A "Request to Speak Card" should be completed and returned to the City Clerk before Council considers the Consent Agenda. Citizen comments on Consent Agenda items are limited to three (3) minutes.

Listed below are bids, purchase orders, contracts, and other items to be approved under the Consent Agenda. This listing is provided on the Consent Agenda to allow Council Members to discuss or withdraw an item prior to approval of the Consent Agenda. If no items are pulled, the Consent Agenda Items below will be approved with one motion. If items are pulled for separate discussion, they may be considered as the first items following approval of the Consent Agenda.

- A. Receive a report, hold a discussion and take action on approving the minutes from the regular City Council meeting held on December 10, 2018.
- B. Receive a report, hold a discussion and take action on an ordinance amending Chapter 25, "Traffic", Article V, "Stopping, Standing and Parking", Section 25-136.1, "Stop Intersections - Enumerated", to require that traffic on Hull Street and Mirick Avenue at its intersection shall be required to come to a full stop at said intersection.
- C. Receive a report, hold a discussion and take action on a Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company, a Delaware corporation, d/b/a Omnia Partners Public Sector, to participate in a cooperative purchasing program, and authorize the City Manager, or his designee, to execute the same.
- D. Receive a report, hold a discussion and take action on a Resolution adopting the City of Denison City Marshal Policies and Procedures Manual.
- E. Receive a report, hold a discussion, and take action on approving a change order in the amount of \$199,049 to the City's contract with Piazza Construction for the construction

of Texoma Health Foundation Park and authorize additional funding for the project.

- F. Receive a report, hold a discussion and take action on approving the reappointments of Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West as members to the Denison Public Library Board.
- G. Receive a report, hold a discussion and take action on approving a Consulting Services Agreement with BG Atteberry Municipal Consulting effective January 1, 2019, and authorize the City Manager to execute the same.

3. PUBLIC HEARINGS

Citizens may speak on items listed on this agenda as Public Hearings. A "Request to Speak Card" should be completed and returned to the City Clerk before the Council considers the item listed under Public Hearings. Citizen comments on public hearings are limited to three (3) minutes.

- A. Receive a report, hold a discussion, conduct a public hearing and take action on an ordinance changing the zoning of the subject property from Commercial (C) and Agricultural (A) to Regional Retail (RR), located at the northwest corner of US Highway 75 and Texas Highway 91. (Case No. 2018-120Z)

4. EXECUTIVE SESSION

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

- A. **Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.**
 - 1. Confer with attorney and discuss pending litigation regarding 715 W. Sears
 - 2. Discuss, consider and act upon temporary and/or regular appointments, reappointments, resignations, evaluation of duties and process to fill any vacancies for judge and magistrate of the Municipal Court.
 - 3. Confer with City Attorney regarding contractor payments
- B. Discuss the possible purchase, exchange, lease or sell of value of real property and public discussion of such would not be in the best interests of the City's bargaining position. Section 551.072
- C. Discuss negotiated gifts or donations to the City and public discussion at this stage would have a detrimental effect on the City's bargaining position. Section 551.073.

- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.**
1. Discuss, consider and act upon temporary and/or regular appointments, reappointments, resignations, evaluation of duties and process to fill any vacancies for judge and magistrate of the Municipal Court.
- 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 City Hall bulletin Board readily accessible to the general public at all times, and posted on the City of Denison website on the 4th day of January, 2019, before 6:00 p.m.

Christine Wallentine, City Clerk

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

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2. CONSENT AGENDA

2.B. Receive a report, hold a discussion and take action on an ordinance amending Chapter 25, "Traffic", Article V, "Stopping, Standing and Parking", Section 25-136.1, "Stop Intersections - Enumerated", to require that traffic on Hull Street and Mirick Avenue at its intersection shall be required to come to a full stop at said intersection.

Summary:

- Staff has received requests to change the traffic light at Hull and Mirick to a four way stop sign.
- A traffic study was conducted to determine the needs of the intersection.
- Along with the Police Department, Public Works is requesting that the intersection be changed to a four way stop sign.

Staff Recommendation: Staff recommends approval.

Recommended Motion:

"I move to approve the ordinance amending Chapter 25, "Traffic", Article V, "Stopping, Standing and Parking", Section 25-136.1, "Stop Intersections - Enumerated", to require that traffic on Hull Street and Mirick Avenue at its intersection shall be required to come to a full stop at said intersection."

2.C. Receive a report, hold a discussion and take action on a Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company, a Delaware corporation, d/b/a Omnia Partners Public Sector, to participate in a cooperative purchasing program, and authorize the City Manager, or his designee, to execute the same.

Summary:

- Solid Waste committee approved Rehrig carts for the new automated trash program
- Staff requesting approval of master intergovernmental cooperative purchasing agreement so that they move forward with the ordering process for the carts

Staff Recommendation: Staff recommends approval of the agreement.

Recommended Motion:

"I move to approve the Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company, a Delaware corporation, d/b/a Omnia Partners

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Public Sector to participate in a cooperative purchasing program, and authorize the City Manager, or his designee, to execute the same."

2.D. Receive a report, hold a discussion and take action on a Resolution adopting the City of Denison City Marshal Policies and Procedures Manual.

- Summary:
- In September the City Council approved the new budget for FY2019, and included in the budget was a position for a City Marshal to work under the direction of the Municipal Court.
 - The City established by ordinance the Office of the City Marshal and previously had a City Marshal who retired.
 - When the previous City Marshal retired, the office of the City Marshal was deactivated by the Texas Commission on Law Enforcement (TCOLE).
 - As part of the reactivation requirements, TCOLE is requiring the City to adopt policies and procedures for the establishment, and operation of the office of the City Marshal.

Staff Recommendation: Staff recommends approval.

Recommended Motion: "I move to approve the Resolution adopting the City of Denison City Marshal Policies and Procedures Manual."

2.E. Receive a report, hold a discussion and take action on a change order in the amount of \$199,049 to the City's contract with Piazza Construction for the construction of Texoma Health Foundation Park and authorize additional funding for the project.

- Summary:
- One final change order is necessary to close out the THF Park construction project.
 - The change order includes work that has been completed but was not included in the original contract or Change Order #1.
 - The change order totals \$199,049 and will be funded through the General Fund.

Staff Recommendation: Staff recommends approval of the proposed change order.

Recommended Motion: "I move to approve the change order in the amount of \$199,049 to the City's contract with Piazza Construction for the construction of Texoma Health Foundation Park and authorize additional funding for the project."

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2.F. Receive a report, hold a discussion and take action on approving the reappointments of Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West as members to the Denison Public Library Board.

- Summary:
- The Denison Public Library Advisory Board is made up of 7 members.
 - The function of the Board is to serve in an advisory capacity to the City Manager and the City Council.
 - The Board may make recommendations concerning the establishment of fees, operating policies and programs of the library, long range capital improvement planning and such other policy matter as the Board determines necessary.
 - The Board also serves as the Board of Trustees for the Denison Public Library Endowment Fund Service.
 - Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West were appointed to serve in vacant positions with unexpired terms within the past year. Those terms expired on 12/31/18. These positions are now up for reappointment.
 - Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West are all eligible and willing to serve a 2 year term.

Staff Recommendation: Staff recommends approval of the reappointments.

Recommended Motion: "I move to reappoint Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West as members to the Denison Public Library Board for a two year term, effective January 1, 2019."

2.G. Receive a report, hold a discussion and take action on approving a Consulting Services Agreement with BG Atteberry Municipal Consulting effective January 1, 2019, and authorize the City Manager to execute the same.

- Summary:
- Bobby Atteberry will be retiring at the end of the year as Director of Public Works.
 - Staff would like to continue to utilize Mr. Atteberry to work on a number of high-priority projects.
 - Mr. Atteberry has agreed to provide the services outlined in the agreement.

Staff Recommendation: Staff recommends approval of the proposed consulting services agreement with BG Atteberry Municipal Consulting.

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Recommended Motion: "I move to approve the Consulting Services Agreement with BG Atteberry Municipal Consulting and authorize the City Manager to execute the same."

3. PUBLIC HEARINGS

3.A. Receive a report, hold a discussion, conduct a public hearing and take action on an ordinance changing the zoning of the subject property from Commercial (C) and Agricultural (A) to Regional Retail (RR), located at the northwest corner of US Highway 75 and Texas Highway 91. (Case No. 2018-120Z)

Summary:

- Applicant is requesting to rezone property to Regional Retail.
- Future Land Use Plan designates the area as "Mixed Commercial."
- Staff recommends approval of the request.
- Planning & Zoning Commission recommended approval of the request.

Staff Recommendation: Staff recommends approval of the ordinance subject to final legal review and approval.

Recommended Motion: "I move to approve the ordinance changing the zoning of the subject property from Commercial (C) and Agricultural (A) to Regional Retail (RR), located at the northwest corner of US Highway 75 and Texas Highway 91, subject to final legal review and approval."



**MINUTES OF
CITY COUNCIL MEETING
CITY OF DENISON
MONDAY, DECEMBER 10, 2018**

CALL TO ORDER

Announce the presence of a quorum.

Mayor Janet Gott called the meeting to order at 6:00 p.m. City Council Members present were Rayce Guess, Teresa Adams, Obie Greenleaf, J.C. Doty, Michael Baecht and Kristofor Spiegel. Staff present were City Manager, Judson Rex, Assistant City Attorney, Ashley White, City Clerk, Christine Wallentine and Deputy City Clerk, Kacie Galyon. Department Directors and members of the media were also present.

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Tom Hoover, Pastor of Fusion Church, gave the Invocation which was followed by the Pledge of Allegiance and the Texas Pledge.

2. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the minutes from the regular meeting held on November 19, 2018.
- B. Receive a report, hold a discussion and take action on reappointing Andy Wilkins as a member to the Civil Service Commission.
- C. Receive a report, hold a discussion and take action on an Ordinance amending Chapter 20 "Solid Waste" of the Code of Ordinances to amend Section 20-7(d) "Collection by City from Commercial and Industrial Concerns" to adopt late penalty fee for the delinquent payment of fees for roll-on/roll-off container services, and to adopt a new Section, "20-14 - Discontinuation of Services for Nonpayment."
- D. Receive a report, hold a discussion and take action on a Resolution appointing Josh Massey, Wendy Acosta, Regina Rhodes, Bob Dickson, Valerie Followell, Brian Hander and Brad Little as members to the Convention and Visitor's Bureau Advisory Board and appointing Brian Hander to serve as Chair for a period of one year.
- E. Receive a report, hold a discussion and take action on reappointing Teresa Adams, Kris Spiegel and David Whitlock, as members, and appointing Mark Denison and Janet Gott as new members, and appointing Janet Gott as Chair to the Board of Directors of Tax Increment Reinvestment Zone No. 3.



- F. Receive a report, hold a discussion and take action on a proposal from Huitt-Zollars for the design services of West Loy Lake Road for a total of \$164,000.
- G. Receive a report, hold a discussion and take action on approving a contract with NeoGov for hiring, onboarding, training and performance evaluation software, and authorizing the City Manager or his designee to execute the same.
- H. Receive a report, hold a discussion and take action on the reappointment of Jeff Thompson, master mechanical contractor, Johnny Allen, master plumbing contractor, Norman Gordon, realtor, as members, and the appointment of Michael Rogers, master electrical contractor, as a new member, to the Building Appeals Board.
- I. Receive a report, hold a discussion and take action on the appointment of Spence Redwine as a regular member, the reappointment of Michael Davis as an alternate member, and the appointment of Jan Simpson as an alternate member to the Planning and Zoning Commission.
- J. Receive a report, hold a discussion and take action on the reappointment of Jason Parks, as a regular member, and the appointment of David Keese, as a new regular member, to the Zoning Board of Adjustments & Appeals.
- K. Receive a report, hold a discussion, award a bid and authorize the City Manager to enter into an agreement with Scott Moody, Scott Moody Homes, LLC, in accordance with the City's Affordable Housing Program requirements and execute the same.
- L. Receive a report, hold a discussion and take action on the reappointment of Mark Denison and Elsie Russell, as members, and the appointment of Makenzie Rains and Nitia Musico, as new members, to Denison Main Street Inc.
- M. Receive a report, hold a discussion and take action on the reappointment of Mark Denison and Elsie Russell, as members, and the appointment of Makenzie Rains and Nitia Musico, as new members, to the Main Street Advisory Board.
- N. Receive a report, hold a discussion and take action on approving a grant request for the Arts Respond Grant through Texas Commission on the Arts - Music on Main performance by the Main Street Department.
- O. Receive a report, hold a discussion and take action on the reappointment of Effie Bowden and Carrie Bolin to the Community Development Steering/Housing Rehabilitation Committee.



- P. Receive a report, hold a discussion and take action on an Ordinance amending Chapter 24 "Taxation", Article III "Hotel Occupancy Tax", Section 24-49, "Collection of Tax by Hotel and Payment to City", Section 24-53, "Offenses Defined", and Section 25-54, "Collection Authorized", of the Code of Ordinances, City of Denison, Texas, to amend the collection and enforcement procedures of hotel occupancy taxes due to the City of Denison, Texas and providing for civil and criminal penalties.

Council Action

On motion by Council Member Baecht, seconded by Council Member Spiegel, the City Council unanimously approved **Ordinance No. 4974**, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING ORDINANCE NO. 4905, THE COMPREHENSIVE FEE SCHEDULE, TO ADOPT LATE PENALTY FEE FOR THE DELINQUENT PAYMENT OF FEES FOR ROLL-ON/ROLL-OFF CONTAINER SERVICES; AMENDING CHAPTER 20 "SOLID WASTE" TO AMEND SECTION 20-7(D) "COLLECTION BY CITY FROM COMMERCIAL AND INDUSTRIAL CONCERNS" AND ADOPT A NEW SECTION, "20-14 – DISCONTINUATION OF SERVICES FOR NONPAYMENT" PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE; **Ordinance No. 4975**, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 24 "TAXATION", ARTICLE III "HOTEL OCCUPANCY TAX", SECTION 24-49, "COLLECTION OF TAX BY HOTEL AND PAYMENT TO CITY", SECTION 24-53, "OFFENSES DEFINED", AND SECTION 25-54, "COLLECTION AUTHORIZED", OF THE CODE OF ORDINANCES, CITY OF DENISON, TEXAS, AS AMENDED; TO AMEND THE COLLECTION AND ENFORCEMENT PROCEDURES OF HOTEL OCCUPANCY TAXES DUE TO THE CITY OF DENISON, TEXAS; PROVIDING FOR CIVIL AND CRIMINAL PENALTIES; PROVIDING REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE;" and the rest of the Consent Agenda as presented.

3. PUBLIC HEARINGS

- A. Receive a report, hold a discussion and conduct a public hearing to receive testimony from the Building Official on the unsafe condition of the posted structure at 424 W. Acheson and take action. After the conclusion of the public hearing, the Council may issue an order authorized by Chapter 214 of the Texas Local Government Code, including but not limited to securing the building from entry, or the repair, vacation, removal or demolition of the structure(s) and may access civil penalties.

Council Action



Betty Floyd, Building Official, presented testimony regarding the structure at 424 W. Acheson, Denison, Texas. Ms. Floyd outlined that on November 29, 2018, property owners Carter Denton, Gloria McGhee Denton, Maverick Residential Mortgage, Inc. and Randall Shane Cook were given notice of the violation and to repair or demolish the structure at 424 W. Acheson, Denison, Texas. The owners have failed to comply with the notice. The structure is unsafe in accordance with Chapter 5, Article VIII, Section 5-833(h), (m) and (n) of the Denison Code of Ordinances. This structure is open and an attractive nuisance. The roof is in poor condition and the structure is not weather tight. Ms. Floyd then presented pictures of the structure which showed poor conditions and damage. Ms. Floyd reported that the property tax assessed value is \$66,531 and the amount of taxes due for 2018 total \$1,830.00. A record of the violations, notices and unsafe conditions of the structure are on file in the Building Department. Ms. Floyd stated that Staff recommends Council declare the structure an unsafe structure and order its removal.

Mayor Gott then asked if there was anyone present who wished to speak to 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 Baecht, seconded by Council Member Doty, the City Council unanimously approved declaring the structure at 424 W. Acheson, Denison, Texas, a nuisance and unsafe, ordered demolition and authorized staff to proceed with the demolition process.

- B. Receive a report, hold a discussion and conduct a public hearing to receive testimony from the Building Official on the unsafe condition of the posted structure at 511 E. Shepherd and take action. After the conclusion of the public hearing, the Council may issue an order authorized by Chapter 214 of the Texas Local Government Code, including but not limited to securing the building from entry, or the repair, vacation, removal or demolition of the structure(s) and may assess civil penalties.

Council Action

Betty Floyd, Building Official, presented testimony regarding the structure at 511 E. Shepherd, Denison, Texas. Ms. Floyd outlined that on November 26, 2018, property owner Mount Vernon Baptist Church was given notice of the violation and to repair or demolish the structure at 511 E. Shepherd, Denison, Texas. The owner has failed to comply with the notice. The structure is unsafe in accordance with Chapter 5, Article VIII, Section 5-833(h), (m) and (n) of the Denison Code of Ordinances. This structure is open making it an attractive nuisance. It's not weather tight and the roof is in poor condition. Ms. Floyd then presented pictures of the structure which showed poor



conditions and damage. Ms. Floyd reported that the property taxes are current. A record of the violations, notices and unsafe conditions of the structure are on file in the Building Department. Ms. Floyd stated that Staff recommends Council declare the structure an unsafe structure and order its removal.

Mayor Gott then asked if there was anyone present who wished to speak to 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 Baecht, seconded by Council Member Spiegel, the City Council unanimously approved declaring the structure at 511 E. Shepherd, Denison, Texas, a nuisance and unsafe, ordered demolition and authorized staff to proceed with the demolition process.

- C. Receive a report, hold a discussion and conduct a public hearing to receive testimony from the Building Official on the unsafe condition of the posted structure at 526 W. Hathaway and take action. After the conclusion of the public hearing, the Council may issue an order authorized by Chapter 214 of the Texas Local Government Code, including but not limited to securing the building from entry, or the repair, vacation, removal or demolition of the structure(s) and may assess civil penalties.

Council Action

Betty Floyd, Building Official, presented testimony regarding the structure at 526 W. Hathaway, Denison, Texas. Ms. Floyd outlined that on November 29, 2018, property owners Bennie Mae Bell Estate, Rosie Mae Bell and Theta Jean McNealy were given notice of the violation and to repair or demolish the structure at 526 W. Hathaway, Denison, Texas. The owners have failed to comply with the notice. The structure is unsafe in accordance with Chapter 5, Article VIII, Section 5-833(h) and (n) of the Denison Code of Ordinances. This structure is not weather tight, its open creating an attractive nuisance and someone has been staying underneath it. Ms. Floyd then presented pictures of the structure which showed poor conditions and damage. Ms. Floyd stated it was unknown the last time the taxes were paid on this property as the tax office only has records that go back to 2013 and they weren't paid then. The amount of taxes owing on the property total \$1,346.00 and the tax assessed value is \$3,751.00. A record of the violations, notices and unsafe conditions of the structure are on file in the Building Department. Ms. Floyd stated that Staff recommends Council declare the structure an unsafe structure and order its removal.

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



Council Member Baecht asked Ms. Floyd to confirm the assessed value as well as the past due taxes, which Ms. Floyd did. Council Member Guess asked Ms. Floyd if she could repeat the owner's names, which Ms. Floyd did.

There was no further discussion or questions from Council

On motion by Council Member Baecht, seconded by Council Member Adams, the City Council unanimously approved declaring the structure at 526 W. Hathaway, Denison, Texas a nuisance and unsafe, ordered demolition and authorized staff to proceed with the demolition process.

- D. Receive a report, hold a discussion and conduct a public hearing to receive testimony from the Building Official on the unsafe condition of the posted structure at 819 W. Elm and take action. After the conclusion of the public hearing, the Council may issue an order authorized by Chapter 214 of the Texas Local Government Code, including but not limited to securing the building from entry, or the repair, vacation, removal or demolition of the structure(s) and may access civil penalties.

Council Action

Betty Floyd, Building Official, presented testimony regarding the structure at 819 W. Elm, Denison, Texas. Ms. Floyd outlined that on November 29, 2018, property owners Elester M. Polk, Michael Loyd Polk, Rebecca Polk and Timothy Ross Polk were given notice of the violation and to repair or demolish the structure at 819 W. Elm, Denison, Texas. The owners have failed to comply with the notice. The structure is unsafe in accordance with Chapter 5, Article VIII, Section 5-833(h) (m) and (n) of the Denison Code of Ordinances. This structure is not weather tight and is open creating an attractive nuisance. Ms. Floyd then presented pictures of the structure which showed poor conditions and damage. Ms. Floyd reported that the property taxes were last paid in 2016. The current balance due is \$2,142.00 and the tax assessed value is \$21,811.00. A record of the violations, notices and unsafe conditions of the structure are on file in the Building Department. Ms. Floyd stated that Staff recommends Council declare the structure an unsafe structure and order its removal.

Mayor Gott then asked if there was anyone present who wished to speak to 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 Greenleaf, seconded by Council Member Baecht, the City Council unanimously approved declaring the structure at 819 W. Elm a nuisance and unsafe, ordered demolition and authorized staff to proceed with the demolition process.



- E. Receive a report, hold a discussion, conduct a public hearing and take action on an ordinance changing the zoning of the subject property from Commercial (C) to Single Family 5 (SF-5), located at the southwest corner of Houston Avenue and Morton Street. (Case No. 2018-113Z)

Council Action

Steven Doss, Planning Manager, stated that this was a request by the applicant for a zoning change from Commercial to Single Family 5. The subject property is located at the southwest corner of Houston Avenue and Morton Street. The surrounding area is largely developed as residential. The Planning and Zoning Commission recommends approval as does staff. In taking a look at the zoning exhibit, you can see the surrounding property is also zoned commercial, but when you take a look at the aerial, all that commercially zoned property is largely developed as residential property. This is the basis for staff's recommendation for approval for this zone change. This would allow for a new single family home to be built on the southern portion of the property. There is also a replat that has been approved subject to approval of this zoning request. Notifications were sent to all property owners within 200 feet of the subject property. We received 3 responses all in support of the rezoning request.

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

Council Member Doty asked if there would be some tear downs of existing buildings on this property. Mr. Doss stated he was not aware of any existing plans for this.

Council Member Spiegel asked if this was the historic two story brick home. Mr. Doss stated it was not and that it was not included in the rezone request nor is it part of the replat.

There was no further discussion or questions from Council.

On motion by Council Member Guess, seconded by Council Member Baecht, the City Council unanimously approved, subject to final legal review and approval, Ordinance No. 4977, "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 OF DENISON, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS THE SOUTH 100 FEET OF LOTS 1 AND 2, BLOCK 25, ORIGINAL TOWN PLAT, DENISON, SITUATED IN THE COUNTY OF GRAYSON, STATE OF TEXAS, RECORDED IN VOLUME 28, PAGE 362; PLAT RECORDS OF GRAYSON COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 417 N. HOUSTON AVE.,



DENISON, TEXAS, FROM ITS ZONING CLASSIFICATION OF COMMERCIAL DISTRICT WITH RESIDENTIAL INFILL OVERLAY DISTRICT TO SINGLE FAMILY-5 WITH RESIDENTIAL INFILL OVERLAY; PROVIDING THAT SUCH TRACTS 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 SINGLE FAMILY-5 DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.”

- F. Receive a report, hold a discussion, conduct a public hearing and take action on an ordinance changing the zoning of the subject property from Commercial (C) to Single Family 5 (SF-5), located at the southeast corner of Johnson Street and Houston Avenue. (Case No. 2018-106Z)

Council Action

Steven Doss, Planning Manager, reported that the applicant is requesting a change in zoning from Commercial to Single Family 5. This is essentially the same request as the previous Agenda item. The surrounding area is developed as residential, but is zoned as commercial. Some of the surrounding property on this tract is developed as commercial. However, directly to the east, behind the property across Houston Avenue, are both developed as residential. There is also a replat pending on this which would plat three lots instead of two. The Planning and Zoning Commission recommended approval of this item as does staff.

Mayor Gott then asked if there was anyone present who wished to speak to 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 Baecht, seconded by Council Member Greenleaf, the City Council unanimously approved, subject to final legal review and approval, Ordinance No. 4978, “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 OF DENISON, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS LOTS 7 AND 8, BLOCK 3, ORIGINAL TOWN PLAT, DENISON, SITUATED IN THE COUNTY OF GRAYSON, STATE OF TEXAS, RECORDED IN



VOLUME 28, PAGE 362; PLAT RECORDS OF GRAYSON COUNTY, TEXAS, FROM ITS ZONING CLASSIFICATION OF COMMERCIAL DISTRICT WITH RESIDENTIAL INFILL OVERLAY DISTRICT TO SINGLE FAMILY-5 WITH RESIDENTIAL INFILL OVERLAY; PROVIDING THAT SUCH TRACTS 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 SINGLE FAMILY-5 DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.”

- G. Receive a report, hold a discussion, conduct a public hearing, and take action on an ordinance changing the zoning of the subject property from Commercial (C) to Light Industrial (LI), located at the southwest corner of FM 84 and Juanita Drive. (Case No. 2018-118Z)

Council Action

Steven Doss, Planning Manager, reported that the applicant is requesting to change the zoning from Commercial to Light Industrial to allow for a new business to be constructed on the subject property. The subject property does currently have a home on it. This home would be demolished and a new business constructed on the site. This will have to go through the site and replat process with staff, but the rezone is the first step to allow this use. This property, on the Future Land Use Plan, designates this area for employment uses, which a light industrial zoning would be one of the use categories. Staff did receive one notice of opposition from a nearby property owner constituting 13% of the notification area. This does not meet the 20% opposition triggering a super majority vote on this item. Staff did receive one notice of support and the other 3 notices were unreturned. The surrounding property is zoned light industrial and to the east, south and north these properties are zoned as light industrial and are actually developed as light industrial. The property next to the subject property, and zoned commercial, is undeveloped. The Planning and Zoning Commission recommends approval as does staff.

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

Council Member Guess asked if it was known what type of business the applicant would be putting here. Mr. Doss responded that there were no true plans submitted yet, but there have been some discussions of a commercial gas distribution facility, such as medical gases and welding gases.



There was no further discussion or questions from Council.

On motion by Council Member Baecht, seconded by Council Member Adams, the City Council unanimously approved, subject to final legal review and approval, Ordinance No. 4979, “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 OF DENISON, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED IN DOCUMENT NO 2018-7726, OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, SITUATED IN THE COUNTY OF GRAYSON, STATE OF TEXAS, MORE COMMONLY KNOWN AS 3121 JUANITA DRIVE, DENISON, TEXAS, FROM ITS ZONING CLASSIFICATION OF COMMERCIAL DISTRICT TO LIGHT INDUSTRIAL DISTRICT; PROVIDING THAT SUCH TRACTS 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 LIGHT INDUSTRIAL DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.”

- H. Receive a report, hold a discussion, conduct a public hearing and take action on an ordinance amending Section 28.54 of the Denison Code of Ordinances (Exterior Construction and Design Requirements) and related sections. (Case No. 2018-024OA)

Council Action

Steven Doss, Planning Manager, stated this was an ordinance amendment amending various sections, including all individual zoning district sections. Right now the ordinances all refer back to Section 28.54, or they have their own little standards built in. The change would be that we’re going to update all of those sections to just refer to Section 28.54. This way there is just one place you have to look to determine what your construction standards are and to bring a little more clarity to the development process. This is a project that we’ve been working on with the Planning and Zoning Commission since early summer of this year. The proposed ordinance is going to amend various sections of the Code, mostly Section 28.54, to both clarify what construction materials are allowed for what types of buildings and update some of those materials. In general, most of the changes are for clarification and consistency. We essentially will now have a set of 11 building materials that are all defined with their own set of standards. All building types have a set of allowed “Primary” and “Secondary” materials. Multi-family and Nonresidential in the Highway Oriented overlay have “trim and accent” allowances. One other thing we’ve done is we’ve clarified that cultured brick is to be considered as brick.



In our old standards it wasn't clear if you had to do a full 100% brick wall or if you could do a brick product. We have clarified that. The residential standards for residential family are not changed by the proposed amendments, we have just clarified them. We have also added in a new section for "commercial/wholesale trade" and "manufacturing/industrial" buildings located in specific zoning districts. In those areas we are allowing somewhat relaxed standards such as exposed fasteners and corrugated metal on these buildings. One of the biggest changes is to our multi-family standards which require that all multi-family buildings be 100% brick or stone. If you look around at our multi-family buildings that have been built recently none of them meet this standard. This amendment allows for 100% of first floor to be brick, stone or stucco, the remaining 70% may be Hardie, EIFS, CMU or glass. Up to 20% allowed to be architectural metal or wood (trim/accent). For our typical nonresidential, this is any building not located in one of our highway overlay districts or our design overlay districts, the only change is that cementitious composition fiberboard (Hardie) is not considered to be a primary material and does not count towards the 75% requirement. For our highway-oriented standards we've updated this to actually be closer to what we have in the Gateway Development District. We're going from 100% brick, stone, stucco, split-face CMU, Hardie or stucco to 100% brick, stone, stucco, CMU, concrete panel/tilt-wall or glass and then allowing 10% of Hardie, EIFS, architectural metal or wood (trim/accent). The industrial standards is where we are seeing the largest change. Currently, our ordinance allows for 100% metal. The proposed amendments would allow 30% of street-facing walls must be brick, stone, stucco, glass, etc. Other walls and roof may be corrugated metal as defined in the ordinance. This applies to commercial and industrial buildings in C, LI and HI districts. The Planning and Zoning Commission recommends approval as does staff.

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

Council Member Spiegel commended Mr. Doss on the good work. He mentioned that these projects take a lot of work and he appreciated the efforts of all involved.

There was no further discussion or questions from Council.

On motion by Council Member Spiegel, seconded by Council Member Baecht, the City Council unanimously approved, subject to final legal review and approval, Ordinance No. 4980, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, REPEALING AND RESTATING ARTICLE V (DEVELOPMENT STANDARDS), SECTION 28.54 (EXTERIOR CONSTRUCTION AND DESIGN REQUIREMENTS); PROVIDING FINDINGS; PROVIDING ZONING AMENDMENTS; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING A PENALTY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR PUBLICATION AND



AN EFFECTIVE DATE.”

- I. Receive a report, hold a discussion, and take action on an Ordinance adopting the Denison Comprehensive Plan.

Council Action

Steven Doss, Planning Manager, stated that work on the comprehensive plan begin in the Spring of 2017 with approval of a professional services contract with Huitt-Zollars. The project team has held several public input sessions, steering committee meetings and internal reviews, as well as several conference calls. The Planning and Zoning Commission recommended adoption of the 2018 Comprehensive Plan at their October 9, 2018 meeting. Mr. Doss stated that a final draft has been provided for review and action by the Council. The plan sets forth a vision for the future of Denison and goals in several areas, including housing, transportation, tourism and recreation, downtown and more. Mr. Doss then went over the 2018 Comprehensive Plan. These comprehensive plans are meant to serve as a guiding document for the community and is largely based on community input. The two major components of the comprehensive plan are the future land use plan and the master thoroughfare plan. The comprehensive plan includes a new Future Land Use Plan (FLUP), which designates appropriate land uses throughout Denison’s ETJ. The FLUP should be used by staff, the Planning and Zoning Commission and Council for guidance on zoning decisions, but also as we create our public improvement plans and our capital improvement projects. Mr. Doss then showed maps comparing the 2002 FLUP with the new FLUP. The 2018 FLUP includes all types of residential and local, neighborhood scale retail and services. It also includes a locational criteria guide placement of higher-density residential types and non-residential. Neighborhood Commercial/Community Commercial areas are shown as nodes, rather than shapes. This indicates that the marked location is appropriate for that scale of commercial development, whether that be a grocer-anchored corner, corporate office campus, local services or another type of project. The 2018 FLUP also includes mixed commercial which includes retail, office, industrial and flex space, based on locational criteria for different types. Industrial, for example, should be placed in areas where they will have not or limited effect on incompatible uses (i.e. residential, schools, parks, etc.). There are also revitalization areas which includes areas that are currently developed, but could benefit from further study and reinvestment. Most of these areas are in close proximity to important transportation corridors and downtown,, and should allow for a mix of residential and non-residential uses.

The comprehensive plan also includes an updated Master Thoroughfare Plan (MTP). The MTP is the planned future transportation network. This has not been changed substantially from the 2002 plan, but was developed in coordination with the recently adopted Grayson County Thoroughfare Plan. The next steps on the comprehensive plan are to begin work on implementing the plan to include small area studies/corridor studies, development code



revisions and other items listed in the plan. Staff is recommending approval and adoption of the comprehensive plan.

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

Mayor Gott commented that this was a great document and that it took a tremendous amount of work and effort by a lot of people. Mayor Gott then stated it would serve our City well in the future for further growth and planning and would be a great tool. Mayor Gott then recognized Mr. Doss and his team as well as Council Member Spiegel, who was Chair of the Steering Committee, Charlie Shearer and Brett Evans, representing the Planning and Zoning Commission, Dr. David Kirkbride, representing Denison ISD, Mr. Don Banman, who represented downtown Main Street, Tony Kaai and William Myers from Denison Development Alliance, Robert Crawley from Downtown Denison Foundation, Ronnie Cole, real estate representative, John Gaulding, Developer, Amber Pilcher, citizen representative, and Aaron Bloom represented TxDOT for the thoroughfare plan. Mayor Gott also recognized members of the Planning and Zoning Commission for their time and effort on the comprehensive plan, Matt Looney, Mary Karam, Brett Evans, Jan Simpson and Charlie Shearer and the alternate members, Michael Davis, Spence Redwine and Dr. Dustin Bergeron. Mayor Gott also thanked the citizens who came out and participated in the public meetings.

There was no discussion or questions from Council.

On motion by Council Member Greenleaf, seconded by Council Member Spiegel, the City Council unanimously approved, subject to final legal review and approval, Ordinance No. 4976, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, REPEALING ORDINANCE NO. 4144 AND THE CITY'S COMPREHENSIVE PLAN; ADOPTING THE 2018 COMPREHENSIVE PLAN OF THE CITY OF DENISON TO GUIDE FUTURE GROWTH AND DEVELOPMENT; AMENDING ARTICLE II (COMPREHENSIVE PLAN) OF CHAPTER 17 (PLANNING AND DEVELOPMENT) OF THE CODE OF ORDINANCES OF THE CITY, AMENDING THE SECTION TO INDICATE THE ADOPTION OF THE 2018 COMPREHENSIVE PLAN FOR THE CITY; DETERMINING THAT IT IS IN THE PUBLIC INTEREST, HEALTH, SAFETY, MORALS AND GENERAL WELFARE TO ADOPT THE COMPREHENSIVE PLAN; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE."

4. EXECUTIVE SESSION

The Council then adjourned into Executive Session at 6:52 p.m. pursuant the Chapter 551, Texas Government Code, in accordance with the Authority:



- A. **Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.**
 - 1. Confer with City Attorney and discuss pending litigation regarding 715 W. Sears.
 - 2. Discuss Judges and Prosecutor positions and appointments
 - 3. Confer with City Attorney regarding contractor payments
- B. Discuss the possible purchase, exchange, lease or sell of value of real property and public discussion of such would not be in the best interests of the City's bargaining position. Section 551.072
- C. Discuss negotiated gifts or donations to the City and public discussion at this stage would have a detrimental effect on the City's bargaining position. Section 551.073.
- D. **Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.**
 - 1. Discuss Judges and Prosecutor positions and appointments.
- E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087
- F. Discuss the deployment or specific occasions for implementation of security personnel or devices. Section 551.076
- G. Deliberations regarding economic development negotiations pursuant to Section 551.087.

RECONVENE INTO REGULAR SESSION

The Council then reconvened into Regular Session at 7:55 p.m. and took the following action:

- A. **Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.**
 - 1. Confer with attorney and discuss pending litigation regarding 715 W. Sears.



2. Discuss Judges and Prosecutor positions and appointments.
3. Confer with City Attorney regarding contractor payments.

Council Action

With regard to Item Nos. 1, 2 and 3 above, no action taken.

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

Council Action

No action taken.

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

There being no further business to come before the Council, the meeting adjourned at 7:56 p.m.

JANET GOTT, Mayor

Attest:



Christine Wallentine, City Clerk

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



Agenda Item

Receive a report, hold a discussion and take action on an ordinance amending Chapter 25, "Traffic", Article V, "Stopping, Standing and Parking", Section 25-136.1, "Stop Intersections - Enumerated", to require that traffic on Hull Street and Mirick Avenue at its intersection shall be required to come to a full stop at said intersection.

Staff Contact

Jimmy Moon, Director of Public Works
jmoon@cityofdenison.com
903-465-2720 x2455

Summary

- Staff has received requests to change the traffic light at Hull and Mirick to a four way stop sign.
- A traffic study was conducted to determine the needs of the intersection.
- Along with the Police Department, Public Works is requesting that the intersection be changed to a four way stop sign.

Staff Recommendation

Staff recommends approval.

Recommended Motion

"I move to approve the ordinance amending Chapter 25, "Traffic", Article V, "Stopping, Standing and Parking", Section 25-136.1, "Stop Intersections - Enumerated", to require that traffic on Hull Street and Mirick Avenue at its intersection shall be required to come to a full stop at said intersection."

Background Information and Analysis

Staff has received several requests for the traffic light at Hull and Mirick to be taken down and changed to a four way stop sign. We conducted a traffic study and determined that the traffic counts were not high enough to need a traffic light. Staff would like to install a four way stop at the intersection.

Financial Considerations

None.

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



Prior Board or Council Action

None.

Alternatives

Council may choose to leave this intersection as a traffic light or change it to be a two way stop instead of a four way stop.

Attachments

1. Stop Sign Ordinance - Hull and Mirick

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 25, “TRAFFIC”, ARTICLE V, “STOPPING, STANDING AND PARKING”, SECTION 25-136.1, “STOP INTERSECTIONS – ENUMERATED”, TO REQUIRE THAT TRAFFIC ON HULL STREET AND MIRICK AVENUE AT ITS INTERSECTION SHALL BE REQUIRED TO COME TO A FULL STOP AT SAID INTERSECTION; AUTHORIZING THE DIRECTOR OF PUBLIC WORKS TO ERECT TRAFFIC CONTROL DEVICES NECESSARY TO IMPLEMENT THIS ORDINANCE; PROVIDING A PENALTY; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, it has been determined by the City Council of the City of Denison, Texas, that the creation of a four way stop intersection at Hull Street and Mirick Avenue will increase pedestrian and motor vehicle safety; and

WHEREAS, Texas Transportation Code Section 542.201 provides that a local authority may regulate traffic in a manner that does not conflict with Texas Transportation Code Chapter 542, Title 7, Subtitle C; and

WHEREAS, the City of Denison, Texas has the authority to adopt regulations restricting and regulating the direction and flow of traffic on streets located within the city limits.

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.

SECTION 2: Amendment. The City of Denison, Texas Code of Ordinances, Chapter 25, “Traffic”, Article V, “Stopping, Standing and Parking”, Section 25-136.1, “Stop Intersections – Enumerated”, is hereby amended by adding language that is underlined (underlined) as follows:

The following intersections are designated as stop intersections:

Hull Street at its intersection with Mirick Avenue.

SECTION 3: Traffic Control Device. The Director of Public Works, or their designee, is hereby directed to install all traffic control devices necessary to implement the provisions of this Ordinance.

SECTION 4: Penalty. Any person violating this Ordinance or the requirements to obey traffic control devices contained in the Texas Transportation Code and other applicable law shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined a sum not exceeding Two Hundred Dollars (\$200.00) as provided in Chapter 545 of the Texas Transportation Code. Each occurrence in violation of this Ordinance shall constitute a separate and distinct offense.

SECTION 5: Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6: 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 7: 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 public notice of the time, place and purpose of said meeting was given, all as required by Article 551.041 of the Texas Government Code.

SECTION 8: Effective Date. This Ordinance shall become effective upon its passage and publication as required by law.

AND IT IS SO ORDERED.

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

Ayes:

Nays:

Abstentions:

At regular meeting January 7, 2018.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

APPROVED AS TO FORM:

Julie Fort, City Attorney

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



Agenda Item

Receive a report, hold a discussion and take action on a Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company, a Delaware corporation, d/b/a Omnia Partners Public Sector, to participate in a cooperative purchasing program, and authorize the City Manager, or his designee, to execute the same.

Staff Contact

Renee' Waggoner
Director of Finance & Administrative Services
rwaggoner@cityofdenison.com
903-465-2720 EXT 2444

Summary

- Solid Waste committee approved Rehrig carts for the new automated trash program
- Staff requesting approval of master intergovernmental cooperative purchasing agreement so that they move forward with the ordering process for the carts

Staff Recommendation

Staff recommends approval of the agreement.

Recommended Motion

"I move to approve the Master Intergovernmental Cooperative Purchasing Agreement with National Intergovernmental Purchasing Alliance Company, a Delaware corporation, d/b/a Omnia Partners Public Sector to participate in a cooperative purchasing program, and authorize the City Manager, or his designee, to execute the same."

Background Information and Analysis

As we move forward in purchasing carts for our new automated residential trash program, we have been introduced to a new COOP that we are not a member. Rehrig is associated with this COOP which is similar to BuyBoard and HGAC. Rehrig is the company that makes the carts the City of Denison is looking to purchase. We are requesting council approve this master agreement so that we may move forward in the procurement process with Rehrig.

Financial Considerations

None in relation to the agreement.

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



Prior Board or Council Action

None.

Alternatives

Council could choose not to move forward with the master coop purchasing agreement.

Attachments

1. National IPA & US Communities Coop

OMNIA PARTNERS



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on a OMNIA Partners Party website (such as www.omniapartners.com/publicsector or www.nationalipa.org or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing

or additional concessions for purchase of Products through a Master Agreement.

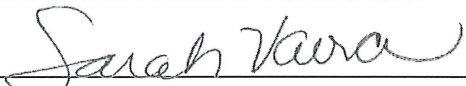
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY**
d/b/a OMNIA Partners Public Sector

_____	
Authorized Signature	Signature
_____	Sarah Vavra
Name	Name
_____	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
_____	_____
Date	Date

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



Agenda Item

Receive a report, hold a discussion and take action on a Resolution adopting the City of Denison City Marshal Policies and Procedures Manual.

Staff Contact

Christine Wallentine, City Clerk/Court Administrator
(903) 465-2720, Ext. 2437
cwallentine@cityofdenison.com

Summary

- In September the City Council approved the new budget for FY2019, and included in the budget was a position for a City Marshal to work under the direction of the Municipal Court.
- The City established by ordinance the Office of the City Marshal and previously had a City Marshal who retired.
- When the previous City Marshal retired, the office of the City Marshal was deactivated by the Texas Commission on Law Enforcement (TCOLE).
- As part of the reactivation requirements, TCOLE is requiring the City to adopt policies and procedures for the establishment, and operation of the office of the City Marshal.

Staff Recommendation

Staff recommends approval.

Recommended Motion

"I move to approve the Resolution adopting the City of Denison City Marshal Policies and Procedures Manual."

Background Information and Analysis

In September when the City Council approved the new budget for FY2019, and included in the budget was a position for a City Marshal to work under the direction of the Municipal Court. The City established by ordinance the Office of the City Marshal and previously had a City Marshal who retired. When the previous City Marshal retired, the office of the City Marshal was deactivated by the Texas Commission on Law Enforcement (TCOLE). It is the goal of the City to re-establish the Office of the City Marshal with TCOLE.

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



As part of the reactivation requirements, TCOLE is requiring the City to adopt policies and procedures for the establishment, and operation of the office of the City Marshal. The policies and procedures manual presented to Council is the final proposed draft based on review by the City of Denison's Police Department as well as the City Attorney's office.

Financial Considerations

Prior Board or Council Action

Ordinance No. 4187, September 15, 2003 - Establishing the Office of the City Marshal

Alternatives

Attachments

1. Resolution - Adopting Marshal Policies
2. City Marshal - Policy Procedures Manual

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS ADOPTING THE CITY OF DENISON, TEXAS CITY MARSHAL POLICIES AND PROCEDURES MANUAL AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the goal of the City to establish an office of the City Marshal; and

WHEREAS, such an office serves a public purpose by increasing the efficiency and security of the operation of the City's Municipal Court;

WHEREAS, the Texas Commission on Law Enforcement requires the City to adopt policies and procedures for the establishment and operation of an office of the City Marshal; and

WHEREAS, the City Council of the City of Denison, Texas has reviewed the City Marshal Policies and Procedures Manual, attached hereto as Exhibit "A", and wishes to adopt the Policies.

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

SECTION 1. The City of Denison, Texas hereby adopts the City Marshal Policies and Procedures Manual, as attached hereto Exhibit "A".

SECTION 2. This Resolution shall become effective upon its passage by the City Council of the City of Denison, Texas.

AND IT IS SO RESOLVED.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, this 7th day of January, 2019.

JANET GOTT, Mayor

ATTEST:

Christine Wallentine, City Clerk

CITY OF DENISON

City Marshal



Policies and Procedures Manual

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**1. CHAPTER ONE
GENERAL PROVISIONS**

1.1 Policy and Procedure

It is the intent of these policies and procedures to establish and maintain a manual for City of Denison Marshal operations and procedures.

1.2 Title

The manual incorporates general policies, procedures and rules of the City of Denison Marshal and is entitled the City of Denison City Marshal Policies and Procedures.

1.3 Format

These policies and procedures include the following:

- A. Statement of General Service Objectives;
- B. Method of Operation; and
- C. Personnel Affected.

1.4 Issuance of Directives and Procedures

- A. All directives and procedures shall be issued from the office of the Court Administrator. All directives will be checked for proper format, possible conflict with existing policy and procedure and the overall effect and propriety of interest.
- B. New and revised policies and procedures are issued as revisions to the existing policies and procedures.

1.5 Maintenance and Control of Policies and Procedures Manual

- A. It is the responsibility of the Court Administrator or designee to provide each new Marshal with a copy of the Policy and Procedure Manual.
- B. Manuals are available for reference in the Court Administrator's office.

1.6 Special Provisions

- A. The City of Denison City Marshal adopts and shall adhere to the policies of the City of Denison as set forth in its Employee Handbook and the City of Denison Police Department General Orders except as set forth herein. Updates and/or revisions to the Employee Handbook or the Police Department General Orders shall represent a simultaneous revision to these policies.

- B. If any section(s) of this Policy and Procedures Manual are found to be invalid, it will not invalidate the remaining policy and procedures. In the event of a conflict between procedures the latest will prevail.

1.7 Administrative Responsibilities and Supervision

The Court administrator manages the activities of the Municipal Court and supervises its employees both full-time and part-time, including the City Marshal(s).

1.8 Relationships with Other Agencies

City of Denison Marshal will strive to provide the highest level of effectiveness and efficiency when interacting with other agencies and works in conjunction with the City of Denison Police Department.

1.9 Referrals for Service

- A. In the course of their duties, the Marshal may encounter persons in need of a service which is best provided by another official governmental agency.
- B. Services available through public agencies in Grayson County may be obtained by calling the publicly listed phone numbers.
- C. The Marshal shall not refer persons seeking lawyers, bondsmen and other professionals. The Marshal may advise those seeking such help to consult the public agencies through their publicly listed phone numbers.

**2. CHAPTER TWO
STANDARD OPERATING PROCEDURES**

2.1 Operations

As a peace officer with the responsibility of executing misdemeanor warrants, serving legal process and performing duties as Bailiff of the Denison Municipal Court, the City Marshal has an obligation to the community to act in a professional, efficient manner.

2.2 Standards of Conduct

- A. The Marshal shall not engage in any of the following conduct:
 - 1. Interfering with the service of lawful process;
 - 2. Interfering with the attendance or testimony of witnesses through coercion, bribery or other means;
 - 3. Attempting to have any Municipal Court Notice to Appear, traffic citation or other process reduced or stricken from the calendar;

4. Recommending dismissal, reduction of charges or other disposition of a pending criminal case which has been previously filed in criminal court, including Municipal Court, or Grand Jury, unless such recommendation is made in the interest of justice;
 5. Taking any other action which interferes with the efficiency or integrity of the administration of criminal justice;
 6. Having knowledge of such interference and failing to report it to the Court Administrator; or
 7. Any other conduct prohibited by the City of Denison Employee Handbook and City of Denison Police Department General Orders.
- B. The Marshal shall not recommend, suggest, advise or otherwise counsel the retention of any attorney or bail bond broker to any person coming to their attention as a result of peace officer business. This does not mean a relative of the Marshal seeking advice. In no case may such advice be given where a fee, gratuity or reward is offered to or solicited by a Marshal.
- C. The Marshal shall not give any lawyer, bondsman, or any other unauthorized person, information regarding prisoners in confinement, property in custody or records of the court or police department, except that which is public information.
- D. The Marshal shall not furnish bail or act as a principal or surety of any bail bond application for any person charged with a criminal offense except for members of their own family.
- E. The Marshal shall not reveal any confidential information to anyone unless authorized to do so and then only to such persons authorized to receive such information.
- F. The Marshal shall not make known any information concerning the progress of any investigation, a known or reported violation, a condition against which action is to be taken at a future time, or any proposed police operation to persons not authorized to have it.
- G. The Marshal shall not communicate in any manner, either directly or indirectly, any information which may assist persons guilty of or accused of criminal or quasi-criminal acts to escape arrest or punishment or which may enable them to dispense of secret evidence or unlawful activity, money, merchandise or other property unlawfully obtained.
- H. The Marshal shall not release any official information, police report, police record, arrest report, prosecution report, criminal history file, mug shot picture or other record or report to any person or agency which does not have criminal justice function unless ordered by a lawful subpoena or approved by the Court Administrator or Judge.

2.3 Warrant Verification

- A. The Court Administrator or designee shall assign all warrants to the Marshal for service.
- B. The Marshal will then verify that each warrant received is:
 - 1. Valid;
 - 2. Contains sufficient information to serve; and
 - 3. Check defendant's name in NCIC computer to determine if he/she has other outstanding warrants and if such violations are felonies or misdemeanors.
- B. The Marshal should then research for additional information in order to aid in serving their warrants. Those sources include but are not limited to:
 - 1. Area telephone directories;
 - 2. Accurint;
 - 3. City and county tax rolls;
 - 4. Voter registration lists;
 - 5. City utilities;
 - 6. Street locator maps; and/or
 - 7. Collection Agency.
- C. Upon completion of researching, the Marshal may then attempt to serve warrants.

2.4 Telephone Contact

- A. The Marshal may call the defendant and if contact is made with the defendant the Marshal will:
 - 1. State Marshal's name and agency represented;
 - 2. Advise the defendant why call has been made;
 - 3. Advise defendant of any options available to avoid imminent arrest if applicable; and
 - 4. Obtain a commitment from the defendant by advising that defendant will be arrested and placed in jail if any of the options available are not met by a specific date. It is essential to advise the defendant that the warrant(s) remain outstanding and defendant is subject to arrest if stopped by any law enforcement agency before fines and fees or bond are received in the court office.
- B. If direct telephone contact is not possible, leave a message for the defendant to include:
 - 1. Marshal's name, agency and phone number;
 - 2. Marshal's office hours; and

3. Court's phone number.

2.5 Letter Contact

Customarily courtesy notices and general correspondence will be the function of a Senior Court Clerk, Juvenile Court Clerk and the Deputy Court Clerk. The City Marshal may, however, prepare necessary correspondence relative to the functions of their office with clerical support assigned by the Court Administrator.

2.6 Field Contact

Frequently, there will be a need for the Marshal to make personal contact with defendants who fail or refuse to comply with letter and telephone contact. In that event, the following is to be accomplished.

- A. Before leaving the City Hall building, the Marshal will verify that a warrant check on each warrant to be served that day has been made. This check will determine the validity of the warrant and any additional warrants on each subject.
- B. If the subject has felony warrants outstanding in addition to the Denison Municipal Court warrants, the Marshal will request back-up unit(s), or if appropriate, advise the Grayson County Sheriff's Department and allow the Sheriff's Department to make the arrest, then place a hold for Denison on subject.
- C. If, after ascertaining the subject's name, subject is not known to be violent or have other serious charges pending, the Marshal may proceed to subject's location.
- D. Once at the defendant's location, the Marshal will check out with Denison Police Department Communications, giving them the address and name of wanted subject.
- E. When contact is made with defendant, the Marshal will identify self and agency. Marshal will ensure the identity of the defendant and give the purpose for the contact.
- F. Depending on information available to Marshal at contact (defendant's physical/mental condition, the presence of small children who might be left unattended by defendant's absence or other pertinent information), the Marshal may:
 1. Elect not to arrest defendant but advise defendant warrant will remain active until all fines and fees are received in the court office or a court appearance date is set; or
 2. Effect arrest and transport prisoner.

2.7 Accepting Fines and Fees

The Marshal shall not accept payment in the field for any reason. If the arrest is made during normal business hours for the Municipal Court, the Marshal may elect to bring the defendant or follow the defendant to the Municipal Court to make payment in the form of cash, money order, debit card or credit card in lieu of arrest. The Marshal may also allow defendant to utilize the phone payment system or website payment system to pay using a debit or credit card.

The Marshal shall otherwise follow the Arrest policy and procedure as adopted by the Denison Police Department.

2.8 Clearing Warrants

It is imperative that the Marshal arrest only those persons with outstanding arrest warrants. In order to accomplish this, the Marshal will:

- A. Advise Denison Police Department Communications (by radio or telephone) each time a warrant arrest is made including:
 - 1. Defendant's full name, race, sex, date of birth and warrant number.
- B. A Denison Police Department Communications Officer will then as soon as practical clear warrant.
- C. Each weekday morning the Marshal will contact the Deputy Clerk assigned to the jail docket to confirm all warrants confirmed/cleared outside of Marshal's work hours.

2.9 Marshal as Bailiff

The Marshal will be assigned to serve as Court Bailiff for the Denison Municipal Court. The Bailiff's duties will be performed under the judge's direction as follows:

- A. Court Dockets/Trials
 - 1. Open doors and turn on lights in the courtroom;
 - 2. Monitor check in of defendants into the courtroom, including processing through metal detector/wand;
 - 3. Precede judge into court and call for order;
 - 4. Transfer files between clerk's office and courtroom as directed by the Judge;
 - 5. Provide security for courtroom; and
 - 6. Other guidelines and duties as assigned by Judge.
- B. Courtroom Behavior

The Court can be no more dignified and professional than the demeanor of those within allows. To insure proper decorum the post of Court Bailiff was created and charged with the responsibility of maintaining an orderly courtroom, worthy of the efforts to those attending the law. In keeping with these traditions, the Court Bailiff shall enforce the following:

1. Persons entering the courtroom, in session, will quickly and quietly be seated in the spectator seats;
2. No one will be allowed to sleep, eat, talk loudly, play games of any kind, read material not associated with court business or otherwise engage in disruptive activity;
3. Parents/guardians of children will maintain control of their children, preventing loud, disruptive behavior;
4. Except in the conduct of Court Business, all spectators will remain seated.
5. No smoking is allowed in the building;
6. Except as part of the proceedings, bundles, packages, boxes and containers will not be allowed in the courtroom;
7. The Bailiff shall carry out other directives and orders issued by the judge; and
8. Proper attire is required: no caps, hats, bandanas or do-rags, no sweat pants, pajamas, shorts, mini-skirts (shorter than mid-thigh), swim suits, tank tops, midriffs, halter tops, unreasonable revealing attire, barefoot, or clothing with offensive, lewd, or racial language or pictures will be allowed in the court room.

2.10 Serving Legal Process

The Marshal will be instructed to serve legal process for Denison Municipal Court. When so instructed, the following procedure will be used:

- A. The process shall be stamped with date and time received by Marshal;
- B. Research the process;
- C. Personally go to location and serve the person named in the instrument with a copy of the document;
- D. Be sure to date, time and sign the copy document when it is served;
- E. Make a computer entry as to the facts of service or failure to complete service; and
- F. Return executed process to the Court Administrator or appropriate clerk for disposition.

2.11 Warrants on Deceased Persons

Periodically, the Marshal may find a warrant issued on a person who is deceased. In order to substantiate this occurrence and to recommend dismissal of the warrant, either the Marshal, court Administrator or the Senior Court Clerk should:

A. Confirm wanted person is deceased by contact with:

1. County Medical Examiner;
2. City Bureau of Vital Statistics;
3. County Bureau of Vital Statistics;
4. State Bureau of Vital Statistics;
5. Other city, county or state bureaus of Vital Statistics in which the wanted person may have died; and/or
6. Accurint.

B. Upon confirmation of death, obtain:

1. Death Certificate Number;
2. Date of Death; and
3. Place of Death

Compile this information and submit it to the Court Administrator for recommended dismissal of the warrant to be submitted to the Prosecutor.

2.12 Assigned Marshal Vehicle

A. Inspection

Prior to using the assigned vehicle with appropriate Marshal markings, the Marshal shall inspect it for damage, hazardous conditions, general conditions and cleanliness. The Marshal shall also inventory and inspect the unit to assure that any assigned equipment is in place and in good working condition. General conditions which should be checked are:

1. Existence of new damage;
2. Correct functioning of emergency equipment;
3. MDC;
4. Tires
5. General condition of cleanliness; and
6. Existence of hidden weapons and/or contraband.

B. Damage

Any and all damages occurring (or found) to equipment or vehicles will be reported to Court Administrator. This includes new damage found by an inspection of the vehicle. The Marshal shall complete appropriate report and submit to Court Administrator within one business day of the damage.

Mechanical failure or needed repairs should be addressed immediately with Fleet Services to insure the safety of the Marshal and others.

2.13 Impartial Policing

A. Collection of Information Relating to Motor Vehicle Stops:

1. The City of Denison Marshal does not routinely make traffic stops and is exempt from the reporting requirements set forth in TEX. OCC. CODE §1701.164 and TEX. CODE CRIM. PRO. §§2.131-2.138
2. The Court Administrator shall submit an annual report of the reflecting the agency's exempt status to:
 - a. The Texas Commission on Law Enforcement; and
 - b. The Denison City Council.
3. In the event an employee of the City of Denison Marshal's office makes a traffic stop, the Court Administrator will comply with the collection requirements and submit reporting in conformance with the City of Denison Police Department General Orders, TEX. OCC. CODE §1701.164 and TEX. CODE CRIM. PRO. §§2.131-2.138.

B. Compliments/Complaints:

1. Individuals who believe that a Marshal employed by this agency has engaged in racial profiling may file a complaint with the Court Administrator of this agency; by phone at 903-465-2720, by mail at 300 W. Main Street, Denison, TX 75020 or by email at cwallentine@cityofdenison.com.
2. Individuals who wish to make a compliment or complaint with respect to a ticket, citation or warning issued by a Marshal employed by this agency may do so by contacting the Court Administrator of this agency; by phone at 903-465-2720, by mail at 300 W. Main Street, Denison, TX 75020 or by email at cwallentine@cityofdenison.com.

B. Corrective Action:

The Marshal employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy shall be disciplined according to the City of Denison Personnel Policy and the City of Denison Police Department's General Orders.

2.14 Other Duties

- A. The Marshal shall maintain records and prepare reports regarding work activities, including daily and monthly status reports.

- B. Collect and compile statistical data regarding warrant operations.
- C. Evaluate operating procedures and make recommendations to assist in maintaining the most efficient and progressive methods of warrant clearance, departmental need regarding personnel, equipment, and office facilities.
- D. Other duties as may be assigned or outlined in the official City Marshal job description.

The City of Denison Marshal Policies and Procedures are effective on this ____ day of January, 2019.

Approved:

Christine M. Wallentine
Court Administrator

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



Agenda Item

Receive a report, hold a discussion and take action on a change order in the amount of \$199,049 to the City's contract with Piazza Construction for the construction of Texoma Health Foundation Park and authorize additional funding for the project.

Staff Contact

Judson Rex, City Manager
jrex@cityofdenison.com
903-464-4440

Summary

- One final change order is necessary to close out the THF Park construction project.
- The change order includes work that has been completed but was not included in the original contract or Change Order #1.
- The change order totals \$199,049 and will be funded through the General Fund.

Staff Recommendation

Staff recommends approval of the proposed change order.

Recommended Motion

"I move to approve the change order in the amount of \$199,049 to the City's contract with Piazza Construction for the construction of Texoma Health Foundation Park and authorize additional funding for the project."

Background Information and Analysis

With construction at THF Park completed, staff has been working with Piazza Construction to close out the project. This includes reconciling all expenses and changes that were made to the original contract. The proposed change order will complete the project and allow final payments to proceed to Piazza Construction. The change order totals \$199,049.

The bulk of the cost of the changes (\$124,077) are for additional grading, irrigation, and sod that were installed in between Gateway Boulevard and the baseball/softball fields. Other additional work was for the handicap parking spaces, a new water line to the splash pad, and landscaping.

Funding for the change order will be from the General Fund balance.

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



Financial Considerations

The change order totals \$199,049 and will be funded through the General Fund.

Prior Board or Council Action

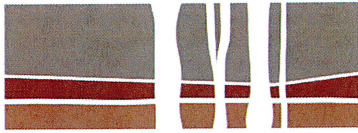
Change Order #1 was approved on June 18, 2018.

Alternatives

To not approve the change order.

Attachments

1. Signed Change Order 002 - THF Park 2018-12-05



la terra studio, inc.
 2712 Swiss Avenue
 Dallas, Texas 75204
 214.749.0333
 laterrastudio.com

CHANGE ORDER 002

{CO #002}

PROJECT: Texoma Health Foundation Park
OWNER: City of Denison
TO: Judson J. Rex, AICP
DATE: Wednesday, December 05, 2018

CO #: 002
Its PROJ.# : 15039
ISSUED by: Michael Black,



The contract is changed as follows:

The Original Guaranteed Maximum Price (GMP) was:	\$	<u>12,361,000.00</u>
Net change by previously authorized Change Orders:	\$	<u>657,531.00</u>
The GMP prior to this Change Order was:	\$	<u>13,018,531.00</u>
The GMP will be <u>INCREASED</u> by this Change Oder:	\$	<u>199,049.00</u>
The New GMP, including the Change Order, will be:	\$	<u>13,217,580.00</u>
The Contract Time will be extended by:		<u>00</u> Days
The Date of Substantial Completions as of the date of this Change Order therefore is:		<u>August 20, 2018</u>

DESCRIPTION: Changes reflected to-date per the attached RFP / PC Log

ATTACHMENTS:

Piazza Construction RFP-PC Log with Documentation

Piazza Construction LLC
 Construction Manager-at-Risk Firm
2811 S. Woodlawn, Denison TX
 Address
 By (Signature)
JOE PIAZZA 12-6-18
 Typed Name Date

la terra studio, inc.
 Landscape Architecture Firm
2712 Swiss Avenue, Studio A
 Address
 By (Signature)
Michael Black 12/5/2018
 Typed Name Date

Owner _____
 Address _____
 By (Signature) _____
 Typed Name _____ Date _____

From: rod@piazza-construction.com <rod@piazza-construction.com>
Sent: Friday, June 29, 2018 11:27 AM
To: 'Rex, Judson' <jrex@cityofdenison.com>
Cc: 'Robby Pruitt / Piazza Construction' <robby@piazza-construction.com>
Subject: Pricing, ROW Grading, Irrigation, Sod & Extend Concrete Approaches / Texoma Health Foundation Park

Jud,

See the Pricing below and attached Proposals and Drawing, for the ROW Grading, Irrigation, Sod and Extend Concrete Approaches, for the Texoma Health Foundation Park project.

- Allison Landscape & Pool: \$99,000.00
- Beam Concrete: \$18,664.00
- OH&P: \$6,413.00
- Total Cost: \$124,077.00

Give me a call if you have any questions or if additional information is needed.

Thanks,

Rod White
Director of Operations
rod@piazza-construction.com



2811 S. Woodlawn - Denison, Texas 75020
ph: 903-463-2384 - fax: 903-463-1870



640 Central Expressway
Melissa, TX 75454
469-742-0094 469-742-0095 Fax

Request for Change

RFC Number: 13

Date: 08/03/2018

Regarding:
Changes Per LASI #16

To:
Piazza Construction
2811 S. Woodlawn
Denison, TX 75020

Job Site:
Texoma Health Foundation Park
3801 S US 75
Denison, TX 75020

Requested By: Greg Wallace	Phone: (469) 742-0094	E-mail: gwallace@beamconcrete.com
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Recipients: RodWhite	Phone: (903) 463-2384	E-mail: rod@piazza-construction.com
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Requested Change: Changes Per LASI #16	Change to Contract
--	---------------------------

Summary of Changes:

Remove 864 SF Sidewalk & Construct 3 new HC Ramps
Add 740 SF 6' wide trail

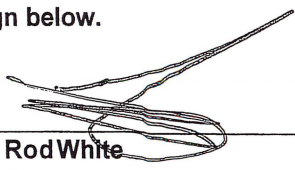
RFC Total	\$13,080.00
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Approval needed prior to any work starting on these changes. Standard Exclusions apply from contract proposal to all change orders unless noted.

Please respond by: 08/10/2018

Upon review and acceptance of this Change Order, please sign below.

Greg Wallace
Beam Concrete


 Rod White
 Piazza Construction
 8-3-18

Sherman Sweeping & Striping

20492 Hwy 82 W.
Sherman, TX 75092

Estimate

Date	Estimate #
10/27/2017	1842

Name / Address
Piazza Construction, Ltd. P.O. Box 521 Denison, TX 75021

Project
THF Park

Description	Qty	U/M	Cost	Total
Site Cleanup Pressure Wash	236,771		0.03	7,103.13
Layout and Paint Firelane on flat			0.27	0.27
Layout and Stripe Parking	9,306		0.22	2,047.32
Wheel Stops installed	308		48.00	14,784.00
Trip/Minimum Charge			150.00	150.00
Wheel Stops installed	7		48.00	336.00
Wheel Stops installed	102		48.00	4,896.00
Express Delivery Fee			500.00	500.00
Paint Handicap Logo	19		25.00	475.00
Continental Cross Walks	515		4.50	2,317.50
Handicap Signs Installed	15		198.00	2,970.00
Van Combo Handicap Signs Installed	4		208.00	832.00
				6574.50
			<i>Exam</i>	13080.00
				19674.50
			<i>ONP</i>	1180.47
			<i>Total</i>	20854.97

Subtotal	\$36,411.22
Sales Tax (0.0%)	\$0.00
Total	\$36,411.22

Phone #	Fax #
903-893-0064	903-891-3255



PO Box 905
Denison, TX 75021

Invoice

Date	Invoice #
6/18/2018	19783

Office: 903-465-6073

Fax: 903-465-5802

Bill To
Piazza Construction 2811 S Woodlawn Denison, Texas 75020

P.O. No.	Terms	Due Date	Project
	Due on receipt	6/18/2018	Piazza - THF

Quantity	Description	Rate	Amount
0	Texoma Foundation health Park - Misc work per Robbie	0.00	0.00
6	5/13 work on TSA fields. 2 pm to 5 pm 2 skid steer	85.00	510.00
6	2 dump trucks	85.00	510.00
11	5/14 work on TSA fields. 8 am to 1:30 2 skid steers.	85.00	935.00
11	2 dump trucks.	85.00	935.00
5	5/17 Dozer work to re-route run off	110.00	550.00
16	5/24 Dirt work on Fields TSA 16 hrs skid steer	85.00	1,360.00
16	16 hrs dump trucks	85.00	1,360.00
2	5/29 dozer work sidewalk leading to baseball fields	110.00	220.00
14	5/30 TSA fields Dirt work. 14 hrs skid steer	85.00	1,190.00
14	14 hrs dump trucks	85.00	1,190.00
8	5/31 8 hrs skid steer field #1	85.00	680.00
8	6/5 8 hrs skid steer TSA fields	85.00	680.00
5	5 hrs dump truck	85.00	425.00
10	6/18 10 hrs TSA Fields	85.00	850.00

Subtotal	\$11,395.00
Sales Tax (8.25%)	\$0.00
Total	\$11,395.00
Payments/Credits	\$0.00
Balance Due	\$11,395.00

TICL 319
"Regulated by The Texas Department of Licensing and Regulation,
P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599;
website: www.license.state.tx.us/complaints"

OKP 583.70
Total 12078.70



HUB CERTIFICATION # 1752847272700

DATE: October 31, 2018

QUOTE FOR/ LOCATION: THF Park

WE PROPOSE TO FURNISH AND INSTALL THE FOLLOWING:

- 200 LF 6' high Vinyl chain link Fence
- 1 each 12' x 6' double drive gate
- 2 each 4'x 6' single gate

TOTAL PRICE \$6,800.00 PRICES HONORED FOR 14 DAYS

To install 6' high slats in fence and gates - Add ~~\$1,400.00~~ to above price

To install windscreen on the fence and gates - Add ~~\$1,400.00~~ to above price

****NOT INCLUDED: CLEARING, GRADING, STAKING, PERMIT COSTS, ELECTRICAL, MOW STRIPS, GROUNDING, ENGINEERING OR SURVEYING. ****

WE WILL NOT INSTALL FIRE DEPARTMENT LOCKS

****NOTE: WE ARE NOT RESPONSIBLE FOR UNMARKED UNDERGROUND UTILITIES****

ALL PRICES QUOTED PER PLANS AND SPECS, SALES TAX INCLUDED IF APPLICABLE.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE YOU.

NEAL ROBERTSON - CHIEF ESTIMATOR
P.D.Q. FENCE CO., INC. 17826 FM 986 TERRELL, TX. 75160
PHONE 972/524-5471 FAX 972/524-0348

Security Fences: Chain Link - Ornamental Iron - Razor Ribbon - Privacy Slats
Gate Operators - Access Controls

Handwritten calculations:
\$ 6800 -
OHP 408 -
Total 7208 -

QUOTATION



Account Name City Of Denison TX
 Project Name THF PARK - CHANGE ORDER 2 - Rain Di
 Project ID 29707

Created Date 13/02/2018
 Quote Number 00018991
 Quote Name REV 00 - Rain Diverter Valve add-on

Prepared By Alicia Winger
 Email awinger@vortex-intl.com

Quantity	Item No.	Product Description
1.00	11970.3212R01	rain diverter valve 4" Buterfly Valve & Actuator 24VAC with Butterfly & Coupling
1.00	30405.0200R09	RAIN DIVERTER JUNCTION BOX

Custom Product Information

Product Description Installation = labor fee to modify vault to include RD junction Box.

Other Services = Reprogramming fee to include RD in Maestro Controller.

Terms & Totals

Ship Via	Best Way	Subtotal	USD 2,175.00
		Installation	USD 400.00
		Other Services	USD 150.00
		Freight	USD 750.00
		Grand Total	3,475.00

oap 208.50
Total 3683.50

Lead Time: Standard lead time of 6-8 weeks for Play Products, 10 weeks for Water Recirculation Equipment and 16 weeks for Elevations. These times are contingent upon receipt of purchase order, approved drawings and all applicable color selections

Excludes: Unloading, storage, installation, fees and permits, taxes, Health Department approval, electrical, site work, surfacing, stamped drawings, OSHA paper work, anything not specifically included above.

Material Handling: Equipment may be required for off loading.

Deposit: Should a deposit be required, production begins upon receipt of the deposit.

Taxes: All applicable taxes are the responsibility of the purchaser

Warranty: See standard Vortex Aquatic Structures International warranty for full detail.

Conditions of sales: Prices quoted above are valid for a period of 60 days, upon which they are subject to change without notice. Freight charge applies to complete shipment. Please note: freight charge is an estimate and is subject to change without notice. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply. Taxes not included, and will be invoiced if applicable. In the event of non-payment, Vortex Aquatic Structures International reserves the right to cease manufacturing or shipping until such payments with penalties, if any, is made by the purchaser with no liability on the part of Vortex Aquatic Structures International. Should said purchaser fail to make subsequent payments as required, Vortex Aquatic Structures International shall be entitled to retain payments previously made as liquidated damages. Storage fees may apply for orders ready for delivery but the purchaser has requested a delay in shipment.

Enquire about our cooperative purchasing programs!

Vortex USA Inc.
 1420 Valwood Parkway Suite 205, Carrollton, TX 75006
 Tel: +1-(877) 586-7839 Fax: (972) 410-3697
 Email: sfax@vortex-intl.com
 Web: www.vortex-intl.com





HUB CERTIFICATION # 1752847272700

DATE: October 30, 2018

QUOTE FOR/ LOCATION: THF - Guardrail

WE PROPOSE TO FURNISH AND INSTALL THE FOLLOWING:

140 LF of 42" high guard rail fence

TOTAL PRICE **\$6,300.00** PRICES HONORED FOR 14 DAYS

cut \$500 - P.D.Q. Amount:
11-29-18

5500-
330-
5830-

****NOT INCLUDED: PERMITS, ENGINEERING & STAMPS, GRADING & CLEARING, FENCE LINE CONTROL POINT STAKING, ROCK DIGGING, UTILITY STAKING, GROUNDING OF FENCE & GATES, WATERING FOR DUST CONTROL, TRAFFIC CONTROL/LANE CLOSURE, CONCRETE FLATWORK, CONCRETE MOW STRIPS, ALL ELECTRIC & CONDUIT, ANY TYPE OF LOCKS****

*****WE WILL NOT INSTALL FIRE DEPARTMENT LOCKS*****

****NOTE: WE ARE NOT RESPONSIBLE FOR UNMARKED UNDERGROUND UTILITIES****

ALL PRICES QUOTED PER PLANS AND SPECS, SALES TAX INCLUDED IF APPLICABLE.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE YOU.

David Dennis – Estimator – Field Supervisor
P.D.Q. FENCE CO., INC. 17826 FM 986 TERRELL, TX. 75160
PHONE 972/524-5471 FAX 972/524-0348

Security Fences: Chain Link - Ornamental Iron - Razor Ribbon - Privacy Slats
Gate Operators - Access Controls



PO Box 905
Denison, TX 75021

Invoice

Date	Invoice #
9/17/2018	20132

Office: 903-465-6073

Fax: 903-465-5802

Bill To
Piazza Construction 2811 S Woodlawn Denison, Texas 75020

P.O. No.	Terms	Due Date	Project
	Due on receipt	9/17/2018	Piazza - THF

Quantity	Description	Rate	Amount
	Install 3" double check, 3" wye strainer and 3" Pressure Reducing valve for Splash Pad Water fall.	0.00	0.00
1	3" Double check with flanges	2,624.00	2,624.00
1	3" Wye strainer with flanges	426.00	426.00
1	3" Pressure Reducer Valve with flanges and valve box.	2,628.00	2,628.00
1	3" DCV valve box. oversized	900.00	900.00
60	160' 3" Sch 40 PVC (to be billed for actual materials)	3.00	180.00
7	3" fittings	10.00	70.00
1	3" Ball valve	59.00	59.00
18	9/5 labor for excavation an locate water line. 5' deep. 18 hrs.	45.00	810.00
54	9/6 Excavation for DCV, wye strainer, locate line that feeds splash pad.	45.00	2,430.00
16	9/7 Excavation & clean up same area B4 weekend.	45.00	720.00
5	9/10 Test, adjust PRV. Bore under sidewalk.	45.00	225.00
20	9/11 Complete install, backfill and sod.	45.00	900.00
400	400 sq ft. sod	0.50	200.00
6	6 hrs mini excavator 9/5 and 9/6	85.00	510.00

Subtotal	\$12,682.00
Sales Tax (8.25%)	\$0.00
Total	\$12,682.00
Payments/Credits	\$0.00
Balance Due	\$12,682.00

TICL 319
"Regulated by The Texas Department of Licensing and Regulation,
P.O. Box 12157, Austin, Texas, 78711, 1-800-803-9202, 512-463-6599;
website: www.license.state.tx.us/complaints"

OMP 742.92
Total 13424.92

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



Agenda Item

Receive a report, hold a discussion and take action on approving the reappointments of Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West as members to the Denison Public Library Board.

Staff Contact

Kimberly Bowen, Library Director
kbowen@cityofdenison.com
(903) 465-2720, Ext. 2055

Summary

- The Denison Public Library Advisory Board is made up of 7 members.
- The function of the Board is to serve in an advisory capacity to the City Manager and the City Council.
- The Board may make recommendations concerning the establishment of fees, operating policies and programs of the library, long range capital improvement planning and such other policy matter as the Board determines necessary.
- The Board also serves as the Board of Trustees for the Denison Public Library Endowment Fund Service.
- Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West were appointed to serve in vacant positions with unexpired terms within the past year. Those terms expired on 12/31/18. These positions are now up for reappointment.
- Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West are all eligible and willing to serve a 2 year term.

Staff Recommendation

Staff recommends approval of the reappointments.

Recommended Motion

"I move to reappoint Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West as members to the Denison Public Library Board for a two year term, effective January 1, 2019."

Background Information and Analysis

The Denison Public Library Advisory Board is made up of 7 members. The function of the

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



Board is to serve in an advisory capacity to the City Manager and the City Council. The Board may make recommendations concerning the establishment of fees, operating policies and programs of the library, long range capital improvement planning and such other policy matter as the Board determines necessary. The Board also has those responsibilities conferred upon it and expressly adopted by the City Council from time to time. The Board is empowered to provide and adopt rules and regulations for the management of its own business. The Board also serves as the Board of Trustees for the Denison Public Library Endowment Fund Service.

Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West were appointed to serve in vacant positions with unexpired terms within the past year. Those terms expired on 12/31/18. These positions are now up for reappointment. Joshua Jackson, Don Pershall, Bettye Finnell and Juliet West are all eligible and willing to serve a 2 year term.

Financial Considerations

Prior Board or Council Action

Alternatives

Not reappoint the existing members and find other members to fill these positions.

Attachments

1. 2018 DENISON PUBLIC LIBRARY ADVISORY BOARD

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



Agenda Item

Receive a report, hold a discussion and take action on approving a Consulting Services Agreement with BG Atteberry Municipal Consulting effective January 1, 2019, and authorize the City Manager to execute the same.

Staff Contact

Judson Rex, AICP
City Manager
jrex@cityofdenison.com
903-464-4440

Summary

- Bobby Atteberry will be retiring at the end of the year as Director of Public Works.
- Staff would like to continue to utilize Mr. Atteberry to work on a number of high-priority projects.
- Mr. Atteberry has agreed to provide the services outlined in the agreement.

Staff Recommendation

Staff recommends approval of the proposed consulting services agreement with BG Atteberry Municipal Consulting.

Recommended Motion

"I move to approve the Consulting Services Agreement with BG Atteberry Municipal Consulting and authorize the City Manager to execute the same."

Background Information and Analysis

Bobby Atteberry, Director of Public Works, will be retiring effective December 31, 2018. Staff would like to continue to engage with Mr. Atteberry after his retirement as a project manager and consultant. The proposed agreement establishes a scope of work for Bobby that includes:

- Project manager for the Designing Downtown Denison project
- CIP management
- Project manager for the Fire Station #2 remodel
- Pavement management program work plan review

City Council Meeting Staff Report

January 7, 2019
Regular Council Meeting



-
- Residential and commercial trash collection review
 - Public Works staff development
 - Other special projects or assignments as directed by the City Manager

Bobby's expertise and experience have been a tremendous benefit to Denison and staff would like to continue to have his assistance on high-priority projects as listed above.

Financial Considerations

The proposed agreement provides for \$150 per hour compensation for Mr. Atteberry's services, not to exceed 15 hours per week. His work will primarily focus on the Designing Downtown Denison and CIP projects and funding has been set aside in the FY2019 budget to fund his work.

Prior Board or Council Action

None.

Alternatives

To not approve the agreement.

Attachments

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the **CITY OF DENISON, TEXAS**, a Texas home-rule municipal corporation, hereinafter referred to as "City", and **BOBBY ATTEBERRY**, an individual, hereinafter referred to as "Consultant", to be effective from and after the date as provided herein.

RECITALS

WHEREAS, the City desires to engage the services of the Consultant for consulting services in connection with certain projects located in the City of Denison, Grayson County, Texas, and defined in the Scope of Services attached hereto as **Exhibit “A”** and incorporated herein by this reference, hereinafter referred to as the "Projects";

WHEREAS, the Consultant desires to render such services for the City upon the terms and conditions provided herein; and

WHEREAS, the Consultant has performed similar activities for others.

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

AGREEMENT

1. **Engagement; Services.**

1.1 The City retains the Consultant to provide, and the Consultant shall provide, the services described in Exhibit “A” attached hereto and incorporated herein by this reference (“Services”).

1.2 Without limiting the scope of Services described in Exhibit “A”, the Consultant shall:

- a. Perform the Services set forth in Exhibit “A”. However, if a conflict exists between this Agreement and any term in Exhibit “A”, the terms in this Agreement will control.
- b. Devote as much productive time, energy and ability to the performance of its duties under this Agreement as may be necessary to provide the required Services in a timely and productive manner;
- c. Perform the Services in a safe, good and workmanlike manner using at all times adequate equipment in good working order;
- d. Communicate with the City about progress the Consultant has made in performing the Services;

- e. Supply all tools, equipment and supplies required to perform the Services, except if the Consultant's work must be performed on or with the City's equipment;
 - f. Provide services (including the Services) and end products that are satisfactory and acceptable to the City and free of defects; and
 - g. Remove, replace or correct all or any portion of the work or end products found defective or unsuitable, without additional cost or risk to the City.
- 1.3 The Consultant shall perform the Services in accordance with standards prevailing in the City's industry, and in accordance with applicable laws, rules or regulations. The Consultant shall obtain all permits or permissions required to comply with those standards, laws, rules or regulations.
- 1.4 The City shall make timely payments of amounts earned by the Consultant under this Agreement and notify the Consultant of any changes to its procedures affecting the Consultant's obligations under this Agreement at least 30 days before implementing those changes.

2. Term and Termination.

- 2.1 This Agreement will become effective on January 1, 2019. Unless it is terminated earlier in accordance with subsection 2.2 below, this Agreement will continue until the Services have been satisfactorily completed and the Consultant has been paid in full for those Services (the "Term").
- 2.2 This Agreement may be terminated:
- a. By either party on provision of 30 days' written notice to the other party, with or without cause;
 - b. By either party for a material breach of any provision of this Agreement by the other party, if the other party's material breach is not cured within 60 days of receipt of written notice of the breach;
 - c. By the City at any time and without prior notice, if the Consultant fails or refuses to comply with the written policies or reasonable directive of the City, or is guilty of serious misconduct in connection with performance under this Agreement.
- 2.3 After the termination of this Agreement for any reason, the City shall promptly pay the Consultant for Services rendered before the effective date of the termination. No other compensation, of any nature or type, will be payable after the termination of this Agreement.

3. Compensation.

- 3.1 The City shall pay the Consultant at a rate of \$150 per hour. In addition to the hourly rate, the City will pay Consultant's mileage at the Standard Mileage Rate

for the use of an automobile at the approved rate issued by the Internal Revenue Service.

- 3.2 No payment will be payable to the Consultant under any of the following circumstances:
 - a. If prohibited under applicable government law, regulation, or policy;
 - b. If the Consultant did not directly perform or complete the Services described in Exhibit "A";
 - c. If the Consultant did not perform the Services to the reasonable satisfaction of the City; or
 - d. If the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed in writing.
- 3.3 The compensation set out above and in Exhibit "A" will be the Consultant's sole compensation under this Agreement.
- 3.4 Any ordinary and necessary expenses incurred by the Consultant or its staff in the performance of this Agreement will be the Consultant's sole responsibility.
- 3.5 The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this Agreement, and for all obligations, reports and timely notifications relating to those taxes. The City has no obligation to pay or withhold any sums for those taxes.
- 3.6 The Consultant has no claim against the City under this Agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

4. Nature of Relationship.

- 4.1 The relationship of the parties under this Agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this Agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
- 4.2 The Consultant has the sole right to control and direct the means, details, manner and method by which the Services will be performed, and the right to perform the Services at any time, place or location. The Consultant or the Consultant's staff shall perform the Services, and the City is not required to hire, supervise, or pay any assistants to help the Consultant perform those Services. The Consultant shall provide insurance coverage for itself and its staff.

- 4.3 The Consultant has no right or interest in any work or product resulting from the Services the Consultant performs for the City, or any of the documents, reports or other materials the Consultant creates in connection with those Services (collectively, the “City Inventions”), and has no right to or interest in any copyright to the City Inventions.
5. Use of Trademarks. The Consultant may use, reproduce and distribute the City’s service marks, trademarks and trade names (if any) (“collectively, the “City Marks”) in connection with the performance of the Services. Any goodwill received from this use will accrue to the City, which will remain the sole owner of the City Marks. The Consultant may not engage in activities or commit acts, directly or indirectly, that may contest, dispute, or otherwise impair the City’s interest in the City Marks. At the expiration or earlier termination of this Agreement, the consultant will have no further right to use the City Marks, unless the City provides written approval for each such use.
6. Confidential Information.
- 6.1 During the Term of this Agreement, the Consultant may have access to or receive certain information of or about the City that the City designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by the Consultant (“Confidential Information”). Confidential Information includes information relating to the City or its current or proposed business, financial statements, budgets and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans and other confidential information, provided orally, in writing, by drawings, or by any other media. The Consultant will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill its obligations in this Agreement. In addition, the Consultant shall use due care and diligence to prevent the unauthorized use or disclosure of such information.
- 6.2 The obligations and restrictions in subsection 6.1 above do not apply to the part of the Confidential Information:
- a. Was or becomes publicly available other than as a result of a disclosure by the Consultant in violation of this Agreement;
 - b. Was or becomes available to the Consultant on a nonconfidential basis before its disclosure to the Consultant by the City, but only if (i) the source of such information is not bound by a confidentiality agreement with the City or is not otherwise prohibited from transmitting the information to the Consultant by a contractual, legal, fiduciary, or other obligation; (ii) the Consultant provides the company with written notice of its prior possession either before the effective date of this Agreement, or if the

Consultant later becomes aware (through disclosure to the Consultant) of any aspect of the Confidential Information as to which the Consultant had prior possession, promptly on the Consultant so become aware; (iii) is requested or legally compelled (by oral questions, interrogatories, requests for information or documents, subpoena, civil or criminal investigative demand, or similar processes), or is required by a regulatory body, to be disclosed. However, the Consultant shall provide the City with prompt notice of these requests or requirements before making a disclosure so that the Company may seek an appropriate protective order or other appropriate remedy, and provide reasonable assistance to the Company in obtaining any protective order.

- 6.3 At all times during its work with the Company, the Consultant shall hold in strictest confidence, and not use, except for the benefit of the City, or to disclose to any person, firm or corporation without the prior written authorization of the City, any of the City's Confidential Information.
7. Other Activities. During the Term, the Consultant is free to engage in other independent contracting activities.
8. Return of Property. Within 30 days of the expiration or earlier termination of this Agreement, the Consultant shall return to the City, retaining no copies or notes, all City products, samples, models, property and documents relating to the City's business including reports, abstracts, lists, correspondence, information, computer files and other materials and copies of those materials obtained by the Consultant during an in connection with its work with the City. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork or creative work, notebooks and similar items relating to the Company's business, whether prepared by the Consultant or by others, remain the City's exclusive property.
9. Miscellaneous.
- 9.1 Immunity. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 9.2 Assignment/Non-Transferable. The Parties agree that neither this Agreement nor the work to be performed or goods/services provided hereunder will be assigned or transferred without the prior written consent of the City.
- 9.3 Successors and Assigns. The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

9.4 Execution and Consideration. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.

9.5 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City of Denison:

City of Denison
Attn: City Manager
300 W. Main Street
PO Box 347
Denison, TX 75020

With Copy to:

Messer, Rockefeller Fort, PLLC
Attn: Julie Fort
6371 Preston Road, Suite 220
Frisco, TX 75034

To Consultant:

Mr. Bobby Atteberry

9.6 Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

9.7 Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

- 9.8 Parties Bound. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- 9.9 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 9.10 Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.
- 9.11 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for the Services only and not any other matters that may exist between the Parties past, present or future.
- 9.12 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Grayson County, Texas.
- 9.13 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 9.14 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
- 9.15 Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 9.16 Force Majeure. Neither Consultant nor the City shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed

or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the Party and which by the exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome.

9.17 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

9.18 Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

9.19 Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

SIGNED on the date indicated below.

CONSULTANT:

DATE: _____

Bobby Atteberry

CITY OF DENISON, TEXAS

DATE: _____

BY: _____
Judson J. Rex, City Manager

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

- Act as project Manager for the design and construction of the D³: Designing Downtown Denison project. Activities to include managing the engineering and construction phases of the project including plan review, establish and facilitate meetings with consultants, contractors, city staff, downtown residents, committees, city council members, and other interested parties.
- Assist with the management of the annual Capital Improvement Program (CIP) for Public Works. Monitor progress and make recommendations regarding consultant selection, timing of projects, establishing priorities, and expediting the construction phase. Attend monthly Capital Project Committee meetings and other CIP-related meetings.
- Act as project manager for the remodel of Fire Station #2 (West End). Coordinate the project with Fire Chief and other key staff, consulting architect, and general contractor. Make decisions and recommendations related to design and construction phases.
- Review and make recommendations regarding annual work plan for the pavement management program.
- Assist and advise city staff with the transition from manual to automated trash collection and work with other consultants, solid waste committee, and city staff to accomplish this task. Study the commercial collection with staff and make recommendations regarding a path forward for this activity.
- Serve as a mentor and coach to senior public works staff. Report back to the City Manager with updates and recommendations.
- Be present as needed at city offices approximately 15 hours per week to assist with planning, review, and attend associated meetings as required.
- Meet with Public Works management on a regular basis and provide consultation on current priorities and projects.
- Other special projects or assignments as directed by the City Manager.

Planning & Zoning Commission Meeting Staff Report



January 7, 2019
Regular Commission Meeting

Agenda Item

Receive a report, hold a discussion, conduct a public hearing and take action on an ordinance changing the zoning of the subject property from Commercial (C) and Agricultural (A) to Regional Retail (RR), located at the northwest corner of US Highway 75 and Texas Highway 91. (Case No. 2018-120Z)

Staff Contact

Steven Doss, AICP | *Planning Manager*

Email | sdoss@cityofdenison.com

Office | 903.465.2720 x2474

Cell | 903.647.4510

Summary

- Applicant is requesting to rezone property to Regional Retail.
- Future Land Use Plan designates the area as "Mixed Commercial."
- Staff recommends approval of the request.
- Planning & Zoning Commission recommended approval of the request.

Staff Recommendation

Staff recommends approval of the ordinance subject to final legal review and approval.

Recommended Motion

"I move to approve the ordinance changing the zoning of the subject property from Commercial (C) and Agricultural (A) to Regional Retail (RR), located at the northwest corner of US Highway 75 and Texas Highway 91, subject to final legal review and approval."

Background Information and Analysis

The applicant is requesting to change the zoning of the subject property from Commercial and Agriculture to Regional Retail. The change in zoning, along with platting and site plan approvals, would allow for the construction of various retail uses on the subject property.

The subject property is approximately 5.8 acres in size, with frontage on both TX Highway 91 and the southbound frontage road of US 75. A portion of the property fronting TX 91 is occupied

Planning & Zoning Commission Meeting Staff Report



January 7, 2019
Regular Commission Meeting

by a small commercial building. The remainder of the property is currently vacant.

Platting and site plan approval (both Planning & Zoning Commission approvals) will be required for development of the property. Staff has met with the applicant to discuss requirements for both processes. Specific uses have not yet been disclosed.

The 2018 Future Land Use Plan (adopted by City Council in December 2018) designates this general area as Mixed Commercial. Uses allowed in the Regional Retail zoning district are appropriate for the Mixed Commercial designation along US 75.

The surrounding area is vacant (west), retail (east), and a mix of residential and commercial outside of city limits (north). The property to the north is a mix of Agricultural zone and outside of city limits. The property to the west is zoned Agricultural. The property to the east across TX 91 is zoned Commercial.

Based on a review the request with respect to the Future Land Use Plan and compatibility with the surrounding property, staff recommends approval of the request to change the zoning of the subject property from Agricultural and Commercial to Regional Retail.

Financial Considerations

N/A

Prior Board or Council Action

The Planning & Zoning Commission recommended approval of the request at the December 11, 2018 meeting.

Alternatives

- Deny the request.
- Table the request.

Attachments

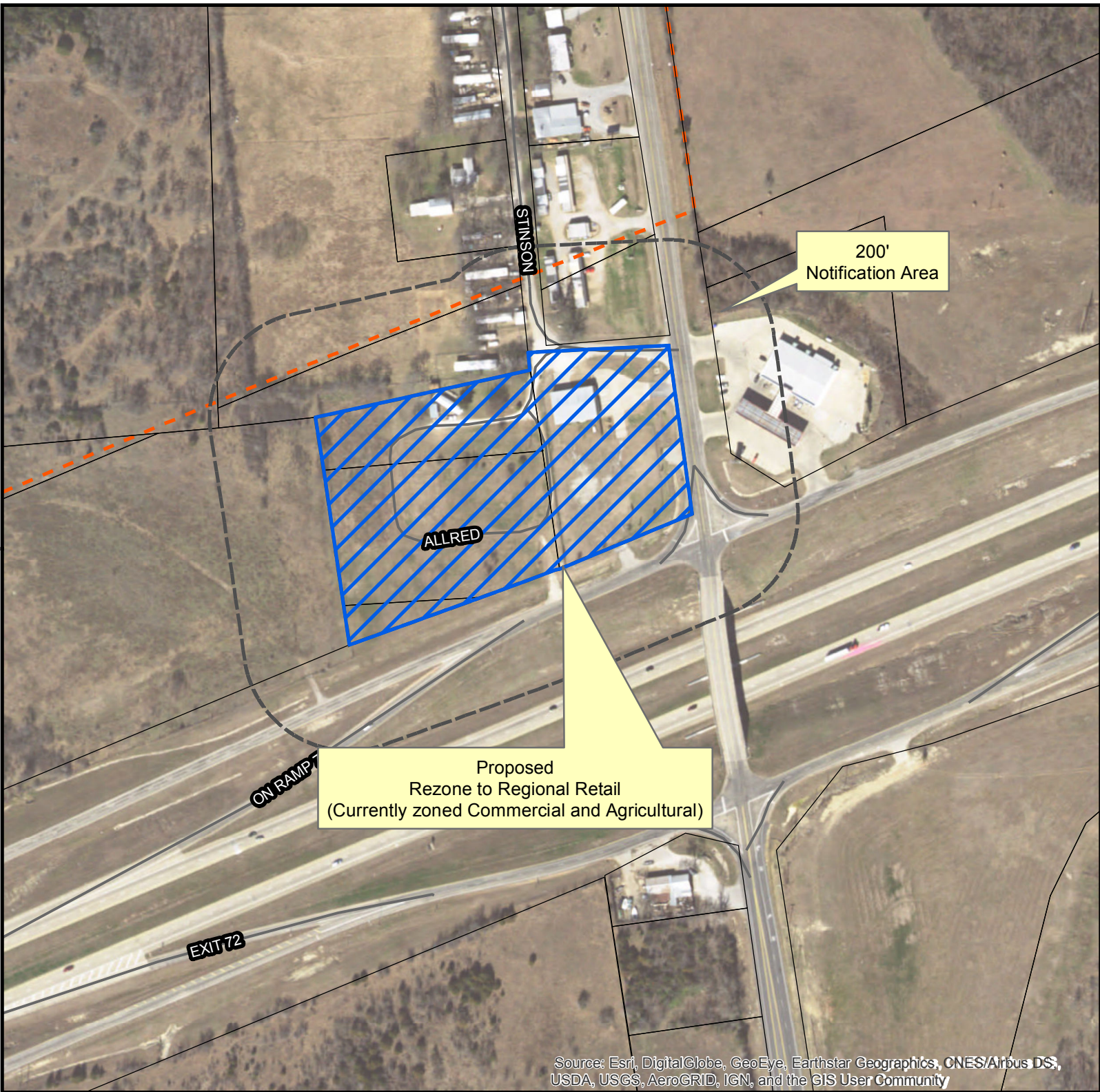
1. 2018-120Z Aerial
2. 2018-120Z Zoning
3. Application
4. Legal Description

**Planning & Zoning
Commission Meeting
Staff Report**

January 7, 2019
Regular Commission Meeting






5. DRAFT Proposed Ordinance - C to RR 2018-120Z



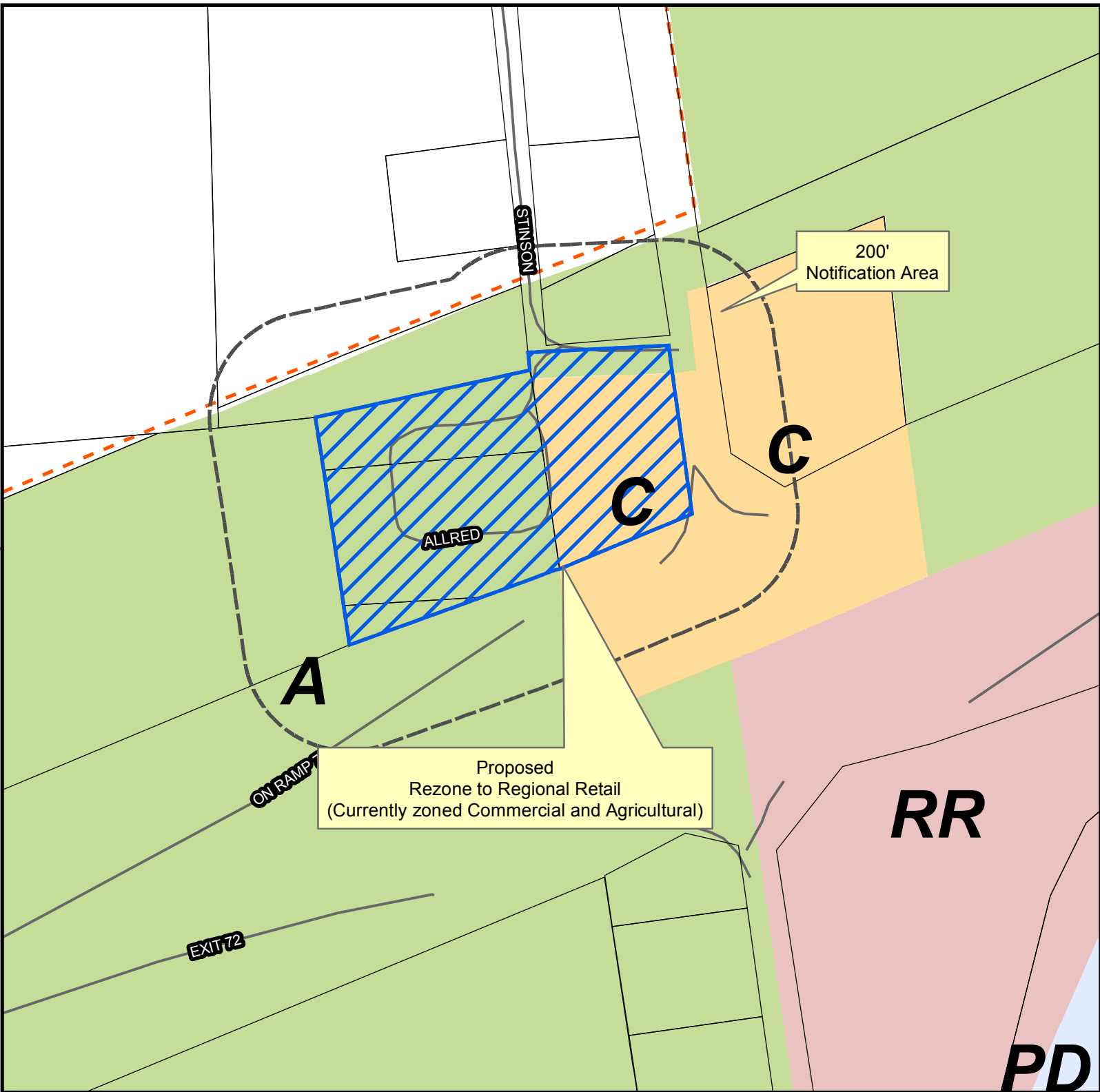
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Aerial Exhibit

Case 2018-120Z




-  Subject Property
-  200' Notification Area
-  Ownership





Zoning Exhibit

Case 2018-120Z

-  Subject Property
-  200' Notification Area
-  Ownership



City of Denison

Application for

Amendment to the Zoning Ordinance

Planning Department, 500 W. Chestnut, PO Box 347, Denison, TX 75020

Phone: (903) 465-2720 x2466 x2467 | e-mail: gloyd@cityofdenison.com



Applicant/Responsible Person: John Munson, Agent for Frank M. Halley Trustee of Joseph M. Halley

Mailing Address: 2402 W. Morton St., Suite 110, Denison, TX 75020 Family Trust 1.596 Ac. and Frank M. Halley Farm

Phone Number: 903-463-2300

Interest in Property: Agent for owners

****If the record owner is not the applicant, a notarized affidavit from the record owner authorizing the applicant(s) to represent the record owner must accompany this application.****

Property in Question Street Address: _____

Legal Description (attach metes & bounds) _____

Source of Legal Description: Underwood Drafting & Surveying

Frontage of Lot(s) In Feet: 660.86 Hwy. 75 Depth in Feet: 276.65 Hwy. 91

Present Use of Property: East 1.596 Ac. Boat Sales, Storage, Balance Vacant

Proposed Use: _____

Present Zoning: East 1.596 Ac. retail, Balance Vacant

Requested Zoning: Regional Retail

I hereby certify that this application contains no willful falsification of misrepresentation, and that the information given is complete, correct and true to the best of my knowledge and belief. Furthermore, I understand that should investigation at any time disclose any such misrepresentation or falsification I forfeit all changes and/or amendments granted by consideration of this application.

Frank M. Halley
 Applicant's Signature

9-21-18
 Date

OFFICIAL USE ONLY

Received Date: _____ Received By: _____
 Case No. _____ P & Z Hearing: _____



Zoning Request Questionnaire

Please complete this questionnaire and return with a completed application.

State the request:

Regional Retail

Staff, the Planning & Zoning Commission, and City Council use the following criteria to determine if a change in zoning is appropriate. Please explain how your specific request meets each criterion.

1. How are the uses permitted by the requested zoning district appropriate in the immediate area surrounding the subject property and the city as a whole?

At NW corner of Hwy. 75 E 91
in North Denison. All four (4)
corners are prime retail

2. Is the requested zoning district in accordance with the City's master infrastructure plans? How?

I think so -

3. Is there vacant land that is zoned for your proposed use available in other areas of the City? Why are those vacant areas not appropriate for your proposed project?

Not at highway intersection

4. How quickly is land developing in the immediate area? Are the surrounding areas in the same zoning district as the one requested?

New high school southeast



DRAFTING & SURVEYING, INC.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the John A. Kincheloe Survey, Abstract No. 693, and being the same tract of land described as 1.596 acres conveyed by Pro-Mar, Inc. to Joseph D. Halley Family Trust by deed dated October 12, 2005, recorded in Volume 3946, Page 533, Official Public Records, Grayson County, Texas, and also being all of Tracts One, Two, Three, Four, and Five conveyed by Richard Rawlins et ux to Frank M. Halley by deed dated September 27, 2007, recorded in Volume 4331, Page 717, said Official Public Records, and also being the 0.266 acre tract of land conveyed by Prather Family Limited Partnership to said Richard Rawlins et ux by deed dated July 7, 2007, recorded in Volume 4997, Page 26, said Official Public Records, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found (disturbed) maintaining the Northeast corner of the said 1.596 acre tract in the West right-of-way line of State Highway No. 91;

Thence South 07°51'10" West a distance of 276.65 feet to a point for the Southeast corner of the said 1.596 acre tract at the intersection of said West right-of-way line of Highway No. 91 with the North right-of-way line of U. S. Highway No. 75 from which a concrete monument bears South 70°43" East a distance of 1.6 feet;

Thence South 56°11'31" West with said North right-of-way line of Highway No. 75, entering and continuing with a chain link fence for a total distance of 143.32 feet to a metal corner post;

Thence South 67°12'20" West continuing with said North right-of-way line of Highway No. 75, passing the Southwest corner of the said 1.596 acre tract and Southeast corner of said Tract Five and continuing, passing the East corner of the said 0.266 acre tract and angle point in the South line of said Tract Five and continuing for a total distance of 517.54 feet to a 1/2" steel rod found maintaining the Southwest corner of the said 0.266 acre tract;

Thence North 07°59'43" West with a fence along the West line of the said 0.266 acre tract and said Tracts Five and Four a distance of 508.26 feet to a metal pipe corner post maintaining the Northwest corner of said Tract Four in a fence along the North line of the said Kincheloe Survey;

Thence North 85°22'00" East with said fence and North line of said Tracts Four, Three, Two, and One, at a distance of 420.37 feet passing a 1/2" steel rod found maintaining the Northeast corner of said Tract One and the Northwest corner of the said 1.596 acre tract and continuing for a total distance of 631.17 feet to the Point-of-Beginning and containing 5.83 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.

James R. Maret
Registered Professional
Land Surveyor No. 5433

3-10-17

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 OF DENISON, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED IN VOLUME 3946, PAGE 533, OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, AND IN VOLUME 4331, PAGE 717, OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, AND IN VOLUME 4997, PAGE 26, OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, SITUATED IN THE COUNTY OF GRAYSON, STATE OF TEXAS, MORE COMMONLY KNOWN AS 4423 N HIGHWAY 91, DENISON, TEXAS, FROM ITS ZONING CLASSIFICATION OF COMMERCIAL DISTRICT WITH HIGHWAY-ORIENTED OVERLAY DISTRICT TO REGIONAL RETAIL DISTRICT WITH HIGHWAY-ORIENTED OVERLAY DISTRICT; PROVIDING THAT SUCH TRACTS 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 REGIONAL RETAIL DISTRICT AND HIGHWAY-ORIENTED OVERLAY DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Denison (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 adopted Chapter 28 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which zoned the 5.83 acre tract of land commonly known as 4423 N Highway 91, Denison, Texas, and as described and depicted in **Exhibit “A”**, a copy of which is attached and incorporated as if fully set forth herein, as part of a Commercial District (the “Property”); and

WHEREAS, the property owners Frank Halley and Halley Family Trust, (the “Owners”) have made an application under the provisions of the Zoning Ordinance of the City of Denison for a zone change to Regional Retail District with Highway-Oriented Overlay District; and

WHEREAS, having considered the Owners’ requested change to the Property from Commercial District with Highway-Oriented Overlay District to Regional Retail District with Highway-Oriented Overlay District, and the compatibility of such zoning for the Properties with surrounding uses and with the Comprehensive Land Use Plan of the City; 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 Comprehensive 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 City Council at which the City Council considered, 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. 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 of Denison, Texas, and of the public health, safety and welfare.

Section 3. Zoning Amendments. Chapter 28 of the Code of Ordinances of the City of Denison, Texas, the same being the City's Comprehensive Zoning Ordinance, is hereby amended in the following particulars, and all other articles, chapters, sections, paragraphs, sentences, phrases and words not expressly amended hereby are hereby ratified and affirmed:

The zoning on the Property is hereby changed from Commercial District with Highway-Oriented Overlay District to Regional Retail District with Highway-Oriented Overlay District. The Property shall be subject to all applicable City ordinances and regulations governing a Regional Retail District with Highway-Oriented Overlay District for the Property zoned herein.

Section 4. Zoning Map. The Zoning Map of the City of Denison adopted by Section 28.3 of the Code of Ordinances, and on file in the office of the Planning Director is hereby amended to reflect the foregoing zoning use changes herein made.

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

Section 6. 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 7. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Denison's Zoning Ordinance Chapter 28, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Denison from filing suit to enjoin the violation. Denison retains all legal rights and remedies available to it pursuant to local, state, and federal law.

Section 8. Publication and Effective Date. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 9. Open Meeting. 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 public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

AND IT IS SO ORDERED.

On motion by Council member _____, seconded by Council member _____, the above and foregoing ordinance was passed and approved on this the 10th day of December 2018, by the following vote:

Ayes:
Abstentions:
Nays:

At regular meeting January 7, 2019.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

APPROVED AS TO FORM:

Julie Fort, City Attorney

EXHIBIT "A"
Property Description and Depiction



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