



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Tuesday, September 5, 2023

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on **Tuesday, September 5, 2023, at 6:00 PM** in the Council Chambers at City Hall, 300 W. Main Street, Denison, Texas at which the following items will be considered:

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

2. PUBLIC COMMENTS

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

3. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on August 21, 2023.
- B. Receive a report, hold a discussion and take action on a Resolution nominating Obie Greenleaf to the Board of Directors of the Grayson Central Appraisal District.
- C. Receive a report, hold a discussion, and take action to approve the Employee Compensation Plans for the FY2024 Budget.
- D. Receive a report, hold a discussion and take action on approving a Chapter 380 Economic Development Agreement between the City of Denison and Business and Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance, to provide for and promote local economic development of the real properties generally located south of the intersection of FM 120 and West Morton Street, GCAD Property ID Nos. 438292 and 438291, and authorize the Interim City Manager to execute the same.
- E. Receive a report, hold a discussion and take action on a Purchase and Sale Agreement for 3.21 acres of land located generally south of the intersection at FM 120 and W. Morton Street, Grayson CAD Property ID Nos. 438291 and 438292, between the City of Denison and the Business Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance, and authorize the Interim City Manager to execute all related documents related thereto.

- E. Receive a report, hold a discussion, and take action on a Professional Services Agreement for design of improvements to the North Texas Regional Airport, or NTRA, Wastewater Treatment Plant, with Plummer Engineering in an amount not to exceed \$417,515 and authorize the Interim City Manager to execute the same.
- G. Receive a report, hold a discussion, and take action on entering into an agreement with RJN Group Inc. to provide an LSL (Lead Service Line) Inventory in an amount not to exceed \$452,625.00 and authorize the Interim City Manager to execute the same.
- H. Receive a report, hold a discussion and take action on an ordinance amending Chapter 26, “Utilities”, Article III, “Water Service”, Section 2-148 “Water Conservation Plan” of the City of Denison’s Code of Ordinances by adopting a new Water Conservation Plan.

4. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a Public Hearing and take action on an ordinance adopting the City of Denison budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024; and appropriating the funds for the various funds and purposes of such budget.
- B. Receive a report, hold a discussion, conduct a Public Hearing and take action on an ordinance approving the assessment roll as certified by the Board of Review of the Grayson Appraisal District in the amount of \$2,578,839,778; levying the ad valorem taxes of the City of Denison, Texas on all property, both personal and real, in the City of Denison for the year 2023 in the amount of \$0.652034 for each one hundred dollars of assessed valuation, and providing for the apportionment of such ad valorem taxes.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion, and take action to ratify the property tax increase reflected in the FY2024 Budget.
- B. Receive a report, hold a discussion, and take action on the proposed Denison Development Alliance FY2024 Budget.
- C. Receive a report, hold a discussion, and take action on a Professional Services Agreement with Plummer Engineering for engineering, project management, and construction services related to the Northwest Denison Development, or NWDD, utilities project, in the amount of \$5,774,713, and authorize the City Manager to execute the same.
- D. Receive a report, hold a discussion and take action on repairing or replacing the enclosure structure at Waterloo Pool.

6. EXECUTIVE SESSION

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

- A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this**

chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.

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

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

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

CERTIFICATION

I do hereby certify that a copy of this Notice of Meeting was posted on the front window of City Hall readily accessible to the general public at all times and posted on the City of Denison website on the 1st day of September 2023.

Christine Wallentine, City Clerk

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



**CITY OF DENISON
CITY COUNCIL MEETING
MINUTES**

Monday, August 21, 2023

Announce the presence of a quorum.

Mayor Pro Tem Robert Crawley called the meeting to order at 6:00 p.m. Council Members present were Brian Hander, Michael Courtright, James Thorne, Joshua Massey, and Aaron Thomas. Mayor Janet Gott was absent. Staff present were Interim City Manager, Bobby Atteberry, Assistant City Manager, Renee Waggoner, City Attorney, Julie Fort, City Clerk, Christine Wallentine, and Deputy City Clerk, Karen Avery. Department Directors were also present.

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Steve Suffron, Pastor of First Baptist Church gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by members of Denison Fire Rescue: Assistant Fire Chief, Mark Escamilla, Fire Captain, Jamie Robinson, and Firefighter, Colton Gilbreath.

2. PROCLAMATIONS AND PRESENTATION

A. Proclamation recognizing recent ISO Rating of 1.

Mayor Pro Tem Crawley presented a Proclamation to Fire Chief, Kenneth Jacks and Denison Fire Rescue for obtaining an ISO Rating of 1. The safety and well-being of our community's residents are of utmost importance, and fire protection services are crucial in safeguarding lives, property, and the environment. The Insurance Services Office (ISO) is a leading provider of statistical, actuarial, underwriting and claims information to the insurance industry and their Public Protection Classification system evaluates fire protection capabilities of communities on a scale from 1 to 10, with 1 being the highest level of fire protection. Achieving an ISO rating of 1 is a significant accomplishment that reflects the exemplary dedication, hard work, and professionalism of Denison Fire Rescue. This remarkable achievement is not possible without the collaborative efforts and support from various City departments that have contributed to enhancing fire protection capability and emergency response services. The combined commitment and coordination led by Denison Fire Rescue, between the Police Department, Public Works, Development Services and City Administration, have all played a pivotal role in achieving this top-tier ISO rating. An ISO Rating of 1 not only highlights the exceptional fire protection capabilities of our community but also contributes to potential reductions in insurance premiums for residential and commercial properties, leading to substantial financial benefits for our residents and businesses. Mayor Pro Tem Crawley proclaimed with immense pride and appreciation on achieving an ISO Rating of 1.

3. PUBLIC COMMENTS

Mayor Pro Tem Crawley called for any public comments at this time and reminded those wanting to comment of the guidelines established by the City Council. Mayor Pro Tem Crawley then asked City Clerk, Christine Wallentine, if any Request to speak Cards were received. Ms. Wallentine confirmed no Request to Speak Cards were received. Therefore, no public comments were heard.

4. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on August 7, 2023.
- B. Receive a report, hold a discussion and take action on an ordinance approving a negotiated settlement between the Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division, regarding the company's 2023 Rate Review Mechanism Filing.
- C. Receive a report, hold a discussion, and take action on Change Order No. 1 amending the contract with Huitt-Zollars for design of Phase 2 of the Designing Downtown Denison, or D3, Project in the amount of \$105,520.00 and authorize the Interim City Manager to execute the same.
- D. Receive a report, hold a discussion, and take action on a Wholesale Water Contract with the City of Pottsboro, and authorize the Interim City Manager to execute the same.
- E. Receive a report, hold a discussion and take action on a Commercial Lease between Ipenema Investments Ltd., and the City of Denison for parking lots to be used for public parking and described as OPT Denison, Block 46, Lots 1-6 and Lots 27-32, and generally located in the 100 block of Main Street between Main Street and Woodard Street and authorize the Interim City Manager to execute the same.
- F. Receive a report, hold a discussion, and take action on approving the purchase of a school flasher equipment upgrade package for installation in multiple school zone locations in the amount of \$121,043.00 from Consolidated Traffic Controls and authorize the Interim City Manager to execute all related documents.

Council Action

On motion by Council Member Hander, seconded by Council Member Courtright, the City Council unanimously approved, Ordinance No. 5303, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE ("ACSC") AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY'S 2023 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND

RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC'S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE ACSC'S LEGAL COUNSEL"; and the rest of the Consent Agenda as presented.

5. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone the southwest corner of the Katy Memorial Expressway North and Randell Lake Road, legally described as H. B. Thomas Survey, Abstract No. 1272 and R. B. Smith Survey, Abstract No. 1160, an addition to the City of Denison; GCAD Property ID No. 219088, from the Light Industrial in the Highway Oriented and Corridor District Overlay to a Planned Development Zoning District, to allow for the use of Warehouse (mini)/Self-Storage and Commercial uses. (Case NO. 2023-060PD).

Council Action

Dianne York, Planner, introduced this agenda item requesting a rezone. Ms. York provided an aerial of the subject property, which is right off of US Highway 75 and North Randell Lake Road. It is currently zoned Light Industrial. The applicant is requesting a Planned Development to accommodate the use of a Mini-Warehouse/Self-Storage. Because this property also falls within the Highway Overlay, this use is prohibited. Thus, the reason for the Planned Development request. Ms. York also provided a concept plan of how the property is going to be developed. Phase One on the concept plan, proposed as Lot 3, will consist of the storage facility, which is actually an indoor climate-controlled facility. It's not the typical storage facility you see here in town. This one will actually be a building with storage facilities inside. The other two lots that are proposed will be developed in a commercial manner. Uses listed within the Highway Overlay that are prohibited will not be developed on these two parcels. Ms. York also provided a storage facility example of the type of product the applicant has built previously, which is just an example. The reason for this example is so the Council has a visual idea of what this actual business looks like. Prior to the Planning and Zoning Commission meeting, the development standards that were presented to staff, which staff reviewed and was recommending to the Planning and Zoning Commission, called for all three of the parcels to be developed in accordance with the Highway Overlay, which includes for the building materials to consist of 100% masonry. The Planning and Zoning Commission is asking the Council to consider a split of building materials to consist of 80% masonry and 20% metal materials. All other standards for the Highway Overlay are called out in the development standards. The base zoning district will remain Light Industrial, and the Highway Overlay will remain. The only deviation the applicant is requesting is the use. All of the landscaping requirements and screening requirements will also remain. This use does comply with the Comprehensive Plan. The Comprehensive Plan calls or the Future Land Use Plan calls this area out as mixed commercial, and defined mix commercial can consist of commercial and industrial uses. It's the Highway Overlay District that prohibits this use. For this reason, staff recommends approval of the request.

Council Member Thomas asked Ms. York if she could explain to him why this particular business use was prohibited in the Highway Overlay. Ms. York replied that she did not know exactly why it was prohibited. This was a previous staff member who requested this to be a prohibited use. Ms. York stated there were a couple of ordinance amendments, one of these being the use regulation chart being alphabetized. And prior to that it was listed out based on use auto or commercial or industrial and the highway overlay did call out specifically that all industrial uses be prohibited whether that mini warehouse was a part of the industrial type use I can't recall But I think it was just to try and maintain the character of the highway overlay. With buildings constructed to look like office buildings, it's not necessarily an industrial type of use if that makes sense. Council Member Thomas stated he'd like to possibly see more mixed use out of this business besides storage. Ms. York clarified that Phase One, which is Lot 3, is the only lot slated for this type of use. Phase Two, which includes Lot 2, are slated for commercial use. So, while they are not in the same building on this parcel, there will be a mixed use of commercial in the storage space. Phase Two, Lot 1, and then a part of Phase Two is Lot 2 at the very corner. These are slated for commercial uses to abide by the use regulation chart and the Highway Overlay. Any prohibited uses that are in the Highway Overlay will not be allowed on these other two parcels. Just Lot 3.

Council Member Hander stated that whenever the access to storage units was taken off the Highway Overlay, a big part of this was the interior climate controlled weren't really around. So, we may have been thinking of a big sprawling storage facility such as the one you see along Morton Street, the older type, but this way they look a little more disguised and their interior looks a lot better. Council Member Hander also mentioned he had driven by this property over the weekend and where the proposed storage units are going, you won't see very much of them from Highway 75. Council Member Hander asked Ms. York if the applicant asked for the 80/20 split on building materials or if this was just thrown out or came up? Ms. York responded this had been brought up by the Planning and Zoning Commission. Council Member Hander said he worries about lowering the standards as this is never a good thing. Especially if it is called out to be 100% masonry. Council Member Hander said he did not see the problem with keeping this requirement.

Council Member Thomas asked Ms. York if the Council approves this request, can the applicant come back and say they want to go ahead and put storage units here based off of the rezoning. Ms. York stated the applicant would have to come back before the Planning and Zoning Commission as well as Council for approval of this.

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

Council Member Hander recommended increasing the landscaping requirement for this site. The current requirement is 8%. Council Member Hander pointed out what Chik-Fil-A has done and that this is closer to 20% landscaping. So, he feels we should try to get closer to this standard and would recommend a requirement for 20% landscaping. Council Member Massey asked Council Member Hander if he was prepared to make 20% a new standard or recommendation moving forward on commercial developments. Council Member Hander replied that when we get to the landscaping ordinance it plans to bring this out as it really brings something to the property when there is a higher level of landscaping. Council Member Hander also said the only other question he had was when

we previously talked about Planned Developments, at one point, there was discussion about maybe putting a timeline or an expiration date. This way, if someone hasn't built something by that point, it has to come back because down the road this may not be an appropriate use in 3, 4 or 5 years. Julie Fort, City Attorney, interjected and stated this would be better discussed in Executive Session. Just because this use is allowed, does not mean they have to build this use. They could build any other use permitted. Mayor Pro Tem Crawley asked Ms. York if once it's a Planned Development, does it stay this way. Ms. York confirmed this was the case. Mayor Pro Tem Crawley added he believes he is hearing from the Council that they are very concerned about the overall quality and appearance of this product. Ms. York commented that with the Planned Development, you have the development standards that come with it. The Highway Overlay is an already established ordinance and if it follows the Highway Overlay and if the Highway Overlay was amended, would it amend the Planned Development. Julie Fort, City Attorney, responded only to the extent it doesn't conflict with specific language in the Planned Development.

Council Member Massey stated that as a city there are some choices to make this evening. Where we are moving toward and incentivizing things our neighbor cities have done. As a citizen who has lived in other cities and had MUD's and PID's, he prefers us to steer toward Planned Development, where we can have a little bit more control over what the end product looks like. With the cost of this burden down the road by gerrymandering out these little nodes in the city that have been where he has been as far as being involved in the construction side and other cities where they have planned developments, he looks at this plan and thinks we've got all of the things that we want. We have lipstick on the outside of the building that creates a viable deniability of the industrial nature of the space on input thoroughfare. Council Member Massey thinks the landscaping point is probably not a bad one, and if it doesn't set a precedent moving forward that causes developers and investors who are coming into town to do the things we need as a city and to take on those cost burdens, then 20% is not a negative. It just may be a deal breaker in some cases, but Council Member Massey agrees when we come to a hard corner in an intersection that draws people into our city, we need it to be attractive.

The applicant then came forward to address the Council's concerns and provided the following information for the record:

Name: Brandon Middleton

Address: Kimley-Horn
801 Cherry Street, Ste. 1300, Unit 11
Fort Worth, TX 76102

Mr. Middleton stated the Council makes a good point and understand their concerns. There is about 60 feet of fall between Highway 75 and Randell Lake Road. So, the building, even at three stories, is going to be fairly hidden. On the landscape requirement, we also have to make sure these buildings, retail/commercial market is not strong for this right now, so we want to make sure we can actually deliver on this requirement. We're not against maybe enhancing landscape, but 20% seems a little bit high, in their opinion. Maybe they can be a little bit more strategic on where they place the landscape. They are going to keep the entire flood, well it's not floodplain, but it's a creek and treelined, they

plan to keep all this as is and untouched. So, they are going to have a lot of tree preservation on the hard corners to meet the City criteria. Mr. Middleton addressed the materials for the building and said he thought the Planning and Zoning Commission brought up a great point in allowing for something other than rock or masonry or stucco and allowing for metal or some kind of architectural enhancement. It is a little bit cheaper to do 100% masonry, but they were actually willing to do the 80/20, because they thought it would be positive for the City but are certainly open to the Council's opinion on this. Council Member Massey asked about the signage on the building. Mr. Middleton responded they would meet all City criteria and would not have any additional billboardage. People that rent from the space know where it is, so they don't really need to advertise it.

Council Member Courtright said he did not mind the 80/20 mix in order to have a bit of variation of materials can make it attractive. Council Member Courtright asked Mr. Middleton if he feels 20% on the landscaping requirement is high, what would they consider a reasonable amount above 8%. Mr. Middleton responded that 8% is pretty standard, but maybe 10-12% is a direction they would go understanding that Highway 75 is a significant corridor for the City of Denison. They would also make sure it looks nice, but they also don't want to price themselves out of the market for these buildings.

There was further discussion amongst the Council about the 80/20 mix and the worry that both sides could be metal. Council Member Massey added this is the direction the industry is moving. If you drive down 380, north of McKinney, Frisco, Little Elm, you'll see this structure on both sides of the highway about every half a mile. They are starting to move more and more towards this mixed material system. There is challenges with a mixed media product like this. So, when the city's push toward it, it's actually in some ways it's a headache. It may be cost savings, but now you're talking about a different trade, tying in different materials that expand and contract at different rates. It's not as easy as saying I want this pretty thing and I want it to look like this. So, an 80/20 works as far as the aesthetic that you're aiming for. You just don't want to end up being Frisco where they say Mason has to be two squares on the side of a building, and your houses are brick except for the one side of the garage that faces the neighbor. If your challenge is the 20, Council Member Massey thinks the industry standard would say at 20 is normal in the way that the direction North Texas is going for aesthetic. If the challenge is let's make sure that we don't have that 20% be pigeonholed to one side or the other, that's a different statement. In this case, they are choosing all four sides to have a mixed media application. Mayor Pro Tem Crawley added one of the main concerns is the way our city looks to visitors that drive past and this particular facility is going to be a little bit difficult to view from the highway it sounds like. Mr. Middleton stated it is on the lowest point of the property. Council Member Courtright asked about adding trees, like they have at Texoma Medical Center along the parking area. Ms. York responded and said staff is bringing proposed landscape amendments to the Planning and Zoning Commission on August 22, 2023 for them to provide feedback and direction to also bring these amendments as a public hearing. One of the items is tree islands and parking spaces, landscaping strip, etc. So, along the major thoroughfares are some of the things that staff is trying to bring forward in the landscaping ordinance.

There was no further discussion or questions from Council.

On motion by Council Member Hander, seconded by Council Member Courtright, the City Council unanimously approved Ordinance No. 5304, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF DENISON, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION FROM LIGHT INDUSTRIAL DISTRICT ("LI") WITHIN THE HIGHWAY OVERLAY DISTRICT ("HO") TO PLANNED DEVELOPMENT OVERLAY DISTRICT ("PD") WITH BASE ZONING OF LIGHT INDUSTRIAL DISTRICT ("LI") IN THE HIGHWAY OVERLAY DISTRICT ("HO") ON AN APPROXIMATELY 8.5850-ACRE TRACT IN THE H.B. THOMAS SURVEY, ABSTRACT NO. 1272 AND THE R.B. SMITH SURVEY, ABSTRACT NO. 1160, AS DESCRIBED IN GENERAL WARRANTY DEED RECORDED IN INSTRUMENT NO. 2009-6206 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS; BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A-1" AND DEPICTED IN EXHIBIT "A-2"; PROVIDING DEVELOPMENT STANDARDS, ATTACHED HERETO AS EXHIBIT "B"; PROVIDING A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING, AND SAVINGS CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW".

- B. Receive a report, hold a discussion, conduct a public hearing, and take action on an ordinance updating the Stormwater sections of the Public Works Design Manual.

Council Action

Ronnie Bates, Public Works Director, reported the Public Works Design Manual was adopted in March of this year and has been very successful so far. It is really nice to have a document with design standards to hand people instead of having to comb through the ordinances trying to find everything that's applicable to their projects. One of the pieces of feedback that has been received from the development community, specifically engineers that we work with on private development, is the need for a little bit more clarification. There are a lot of different ways to do things like hydraulic modeling and there are a lot of different studies and requirements we have when it comes to stormwater. So, this amendment will give some additional guidance. So, when your project looks a certain way, these are the things that will be required, the type of modeling that we'd like to see. This does not have any big changes; it is just giving some guidance to the engineering community on how to present their information to us.

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

There was no discussion or questions from Council.

On motion by Council Member Hander, seconded by Council Member Thorne, the City Council unanimously approved Ordinance No. 5305, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING THE PUBLIC WORKS

DESIGN MANUAL; PROVIDING FOR A PENALTY; PROVIDING FOR SAVINGS, REPEALING, AND SEVERABILITY CLAUSES; PROVIDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS AN OPEN MEETING IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE”.

- C. Receive a report, hold a discussion, conduct a public hearing and take action on an Ordinance amending Chapter 26, “Utilities,” by amending and replacing Article VI, “Drought Contingency Plan”, to adopt a new drought contingency plan.

Council Action

Ronnie Bates, Public Works Director, informed the Council we are required to update the City’s drought contingency plan. Texas Commission on Environmental Quality (TCEQ) allows the plan to be updated anywhere between one and five years, but five years being the max. The last time the City’s plan was updated was in 2019. The reason for bringing the update a year ahead is because we have had a lot of changes that require us to update it. Changes in the system, changes to a host of water customers, which was one of the items approved on the consent agenda. Mr. Bates then presented the changes to the plan. So, the previous plan was stage one to stage four. The new plan is going to include stage five. There was a stage added to the middle. Mr. Bates then walked through the stages with Council. Stage one is voluntary and includes up to 8 MGD per day for seven days. Stage two is 10 MGD for five days, and so on and so forth. The numbers in the parentheses on the right of the current numbers on the slide, are the numbers used prior to this update. This plan spreads out the stages a little bit, so we have time to react when the usage of the water starts increasing. This is the main difference with this updated plan.

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

There was no discussion or questions from Council.

On motion by Council Member Hander, seconded by Council Member Thorne, the City Council unanimously approved Ordinance No. 5306, “AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 26, “UTILITIES” OF THE CODE OF ORDINANCES OF THE CITY OF DENISON BY AMENDING AND REPLACING ARTICLE VI, “DROUGHT CONTINGENCY PLAN” TO ADOPT A NEW DROUGHT CONTINGENCY PLAN; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW”.

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion, and take action on Change Order No. 1 amending the contract with Archer Western Construction for construction of the Lake Texoma Raw Water Pump Station and Transmission Line in an amount not to exceed \$9,686,008.36, and authorize the Interim City Manager to execute the same.

Council Action

Ronnie Bates, Public Works Director, explained the current project that's underway. It's the Lake Texoma Water Intake Project. The project was approved eight months ago or more from Council. We have a good contractor in place, and they are doing a great job. The contract that was approved was not to exceed amount of \$39 million. However, the request before the Council today is for approval for a change order in the amount of \$9,686,008.36. The reason for the change order is there is a contract for some northwest Denison development projects with a certain timeline we are trying to meet. Mr. Bates provided a map which is an overall drawing schematic of the water and sewer lines that are headed out in that direction. In order to meet the timeline, we want to go ahead and add this project to the good contractor we already have under contract through a CMaR project. If the change order is approved, the City will save quite a bit of money and time. Actually, it will save approximately eight months which will get us to the timeline we need to have for some of the development out north. If we can get the water and sewer lines in, this is going to help us dramatically by about eight months.

There was no discussion or questions from the Council.

On motion by Council Member Hander, seconded by Council Member Courtright, the City Council unanimously approved Change Order No. 1 amending the contract with Archer Western Construction for construction of the Lake Texoma Raw Water Pump Station and Transmission Line in an amount not to exceed \$9,686,008.36, and authorized the Interim City Manager to execute the same.

- B. Receive a report, hold a discussion, and take action on Change Order No. 1 amending the contract with SYB Construction for construction of the Waterloo Lake Sewer Line Improvements – Phase 1 in the amount of \$2,599,027.20 and authorize the Interim City Manager to execute the same.

Council Action

Ronnie Bates, Public Works Director, stated SYB Construction is an awesome contractor, and probably one of the best ones he has ever had the opportunity to work with. As many of you know, if you've been down Waterloo Lake, and around the park and everything is kind of a mess, they are actually about two months ahead of schedule. It also looks like we may be somewhere around the \$200,000 to \$300,000 range as far as having a positive money back to us instead of asking for more money. So, they have done a great job. One of the reasons we're asking for the change order is because we have another little project we need their help with quickly. Mr. Bates provided a map showing the area for additional work under the Change Order. Along FM 84 there is a 10-inch water line that runs out to the north which feeds all the existing properties out there. This line is very old and has a lot of problems. For some reason in the past, it was decided to put in a 10 inch, change it to an eight inch in the middle and then go back to a 10 inch from there. With trying to get the water that far out, the pressure has dropped a lot. So, with all of the construction going on, we are having some pressure issues. Since we are working with a great contractor, we want to move forward with a change order and have them get this problem fixed quickly. This is the only line that runs out there and feeds all the way out to Grand Pappy Point and all the other stuff out that direction. Thus, it is pretty important. So, staff is asking for permission to make a change order in this amount. This is the section of segment from US

Highway 75 up to just past FM 84. The upgrade will include getting rid of the 10 inch and putting in a 12-inch line to help with pressure.

There was no discussion or questions from Council.

On motion by Council Member Hander, seconded by Council Member Thorne, the City Council unanimously approved Change Order No. 1 amending the contract with SYB Construction for construction of the Waterloo Lake Sewer Line Improvements – Phase 1 in the amount of \$2,599,027.20 and authorized the Interim City Manager to execute the same.

- C. Receive a report, hold a discussion and take action on a Resolution calling for a public hearing to consider an increase in tax revenue.

Council Action

Laurie Alsabbagh, Finance Director, reported that as a government unit, the City of Denison is required to publish the 2023 proposed tax rate and hold a public hearing regarding an increase in tax revenue. The Truth in Taxation requirements of Texas reads that, if the proposed rate exceeds the voter approval rate, or the no new revenue rate, then the governing body of the taxing unit must vote to place a proposal to adopt the rate on a future meeting agenda and there must be a recorded roll call vote. The days of the public hearing must be stated, and notices must be published. So, therefore, the City of Denison is proposing a tax rate for 2023 0.652034, which is the same rate that we currently have. This rate does not exceed the voter approval rate, but it does exceed the no new revenue rate of 0.642342. Therefore, this requires a public hearing. Notices will be posted August 25, 2023, in the newspaper and on the City's website. The public hearing will be held at the next City Council meeting on September 5, 2023. Adoption of the tax rate is also slated for this same meeting. The proposed tax rate will raise more revenue than last year's properties, the same properties, by \$795,000, give or take a couple hundred dollars. The revenue raised from new property added to the tax roll is \$953,000. This is a total of a little over \$1.7 million. Staff recommends approving this resolution to call a public hearing to increase the tax revenue for the City of Denison as required.

There was no discussion or questions from Council.

Council Member Hander moved to approve the Resolution calling for one public hearing on September 5, 2023, at 6:00 p.m., which was seconded by Council Member Courtright. Mayor Pro Tem Crawley then directed the City Clerk to conduct a roll call vote. A roll call vote was conducted by Christine Wallentine, City Clerk, with the results as follows:

Council Member Hander	Yes
Council Member Courtright	Yes
Council Member Thorne	Yes
Mayor Gott	Absent
Council Member Massey	Yes
Mayor Pro Tem Crawley	Yes
Council Member Thomas	Yes

After a tally of the roll call vote, the City Council unanimously approved Resolution No. 4139, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, CALLING ONE PUBLIC HEARING TO CONSIDER A TAX INCREASE BY INCREASING THE TOTAL TAX REVENUE FROM PROPERTIES ON THE TAX ROLL EXCEEDING THE AMOUNT GENERATED THE PRECEDING YEAR; PROVIDING SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE; PROVIDING EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW".

7. PROJECT UPDATES

- A. Receive a report, hold a discussion and receive direction from Council on the FY2024 Budget.

Council Action

Laurie Alsabbagh, Finance Director, provided a FY2024 budget update to Council. The FY2024 Budget has been filed with the City Clerk's Office and posted on the City's website. This is a balanced budget as required by state law, which means that our revenues either meet or exceed our projected expenses for the year. The items that Ms. Alsabbagh will touch on include the property tax rates, capital funds, the operating funds and budget timeline. The current property tax rate is 0.652034. The proposed rate is going to stay the same. The no new revenue rate is point 0.642342. This is lower than the proposed tax rate. The voter approval rate is 0.859743, which is higher than the City's proposed rate. Ms. Alsabbagh provided the history of Denison's tax rate at 10-year intervals. The tax rate slowly declined up to 2003, and then it stayed relatively stable. It's really hard to see on the graph provided, but the 2023 rate is slightly lower than what it was in 2013. With regard to the General Capital Fund, Ms. Alsabbagh provided information on items presented at the last meeting and highlighted additional items added since the last update. This list is not all inclusive, this is just the more major purchases that would affect the balance in this fund. As far as the Utility Capital Fund, Ms. Alsabbagh again provided information on the items from the previous meeting, and also highlighted the newly added items.

The operating fund balance for the General Fund is proposed to end FY2024 with cash of almost \$7.5 million, which is 60 days of reserves. This is the lowest we can go and stay within our reserve requirements. So, in other words, it's going to be a tight year. The Utility Fund balance is proposed to end with a cash balance of \$3.9 million. This is also at our 60 days of reserve, which is the minimum. The fund balances provided include increased costs that were shown at the last Council meeting. These are inflationary costs just tied to cost of doing business. These fund balances also include market adjustments to pay and a 5% cost of living adjustment. As the Council is aware, recruiting and retaining staff has been a reoccurring topic and has been a focus of the Council for this next budget year. Ms. Alsabbagh then went over the remaining budget timeline, with the next step being adoption of the FY2024 Budget and 2023 Tax Rate, after conducting a public hearing. The Council will also consider the Denison Development Alliance FY2024 Budget for adoption/approval at the September 5, 2023, Council Meeting.

Council Member Thomas asked if the 5% COLA applied to Civil Service and Non-Civil Service, basically across the board for everyone. Ms. Alsabbagh confirmed this was the case.

Mayor Pro Tem Crawley thanked the Council and staff for all of their efforts on the FY2024 Budget. The budget is a hard job, but we have a great City and a great staff.

There was no further discussion or questions from Council.

No action taken. Informational presentation only.

8. EXECUTIVE SESSION

The Council then adjourned into Executive Session at 6:54 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 regarding recreational facility.

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

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

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

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

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

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

RECONVENE INTO REGULAR SESSION

The Council then reconvened into Regular Session at 7:07 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 City Attorney regarding recreational facility.

Council Action

No action taken.

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

There being no further business to come before the Council, the meeting was adjourned at 7:07 p.m.

JANET GOTT, Mayor

ATTEST:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a Resolution nominating Obie Greenleaf to the Board of Directors of the Grayson Central Appraisal District.

Staff Contact

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

Summary

- Staff received notice from the Grayson Central Appraisal District that taxing units may nominate, by resolution adopted by its governing body, one candidate for each position to be filled on the Board of Directors.
- Board members serve 2-year terms, the next term running from January 1, 2024, to December 31, 2025.
- The candidates must meet the requirements set forth in the Property Tax Code, Section 6.03(a).
- Obie Greenleaf is currently serving a two-year term which will end on December 31, 2023. Mr. Greenleaf is eligible for reappointment and willing to serve.

Staff Recommendation

Staff recommends approval of the resolution and nomination.

Recommended Motion

“I move to adopt the Resolution nominating Obie Greenleaf to the Board of Directors of the Grayson Central Appraisal District.”

Background Information and Analysis

The quality of the property tax system depends on the appraisal district board of directors. Individuals serving on the board of directors bring to the board knowledge, judgment and expertise in establishing policies and procedures for the district’s organization and operation.

Directors are nominated and selected by the governing bodies of voting taxing units in the appraisal district. Voting taxing units for all appraisal districts are the county, cities and towns and school districts participating in the district. Conservation and reclamation districts as a group may be voting taxing units under certain circumstances. Other special districts, such as hospital districts, rural fire prevention districts and junior college districts do not vote to select directors.

Taxing units select directors in the fall of each odd-numbered year. The chief appraiser announces the new directors before December 1. Tax Code Section 6.03 establishes the selection process for appraisal district directors. This process is not an “election” governed by the Texas Election Code, but an independent procedure unique to the property tax system.

Staff received notice from the Grayson Central Appraisal District that taxing units may nominate, by resolution adopted by its governing body, one candidate for each position to be filled on the Board of

Directors. Names are then submitted to the Chief Appraiser. Board members serve 2-year terms, with the next term running from January 1, 2024, to December 31, 2025.

The candidates must meet the requirements set forth in the Property Tax Code, Section 6.03(a). After nominations are received, an official ballot will be delivered to the City by the end of October. Obie Greenleaf is currently serving a two-year term which will end on December 31, 2023. Mr. Greenleaf is eligible for reappointment and willing to serve.

Financial Considerations

None.

Prior Board or Council Action

Obie Greenleaf was previously nominated by the City Council for his current term at the October 7, 2019, and September 7, 2021, City Council Meetings.

Alternatives

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON,
TEXAS, MAKING A NOMINATION TO THE BOARD OF DIRECTORS
OF THE GRAYSON CENTRAL APPRAISAL DISTRICT; AND FINDING
AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION
IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

WHEREAS, the City of Denison has been notified by the Grayson Central Appraisal District that nomination to the Board of Directors of the Grayson Central Appraisal District will be received until October 15, 2023; and

WHEREAS, the City Council of the City of Denison wishes to nominate an individual to this position; now, therefore

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

PART 1: That the City Council of the City of Denison, Texas, does hereby nominate Obie Greenleaf as its candidate for the Board of Directors to the Grayson Central Appraisal District to serve a two-year term running from January 1, 2024 to December 31, 2025.

PART 2: That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that public notice of the time, place, location, and purpose of said meeting was given as required by law.

On motion by Council Member _____, seconded by Council Member _____, the above and foregoing Resolution was passed and approved at a Regular Meeting of the City Council of the City of Denison, Texas, on this the 5th day of September 2023.

Ayes:

Nays:

Abstentions:

Absent:

At regular meeting, September 5, 2023.

CITY OF DENISON, TEXAS

JANET GOTT, Mayor

ATTEST:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action to approve the Employee Compensation Plans for the FY2024 Budget.

Staff Contact

Amy Lay, MPA, SHRM-CP

alay@cityofdenison.com

903.464.4445 Office | 903.647.0436 Cell

Summary

- Based on market and cost of living adjustments applied to employee pay in the FY2024 budget, new pay plans are necessary.
- There are four plans included: Police, Fire, 911 Communications and Civilian (All Staff).
- Adopted plans will be used in the FY2024 fiscal year as a guide to offer, hire, and compensate all City of Denison employees.

Staff Recommendation

Staff recommends approval.

Recommended Motion

“I move to approve the proposed employee compensation plans for the FY2024 Budget as presented.”

Background Information and Analysis

Based on market and cost of living adjustments applied to employee pay, new compensation plans are necessary. There are four plans included: Police, Fire, 911 Communications and Civilian (All Staff). Adopted plans will be used for the FY2024 fiscal year as a guide to offer, hire, and compensate all City of Denison employees. All plans have been evaluated for competitiveness in the market and to ultimately achieve the goal of paying market rate for all positions.

Police and Fire compensation plans' structures model the rank grade and steps emulating industry standard.

The 911 Communications staff have been removed from the Civilian pay plan and have been placed on an independent plan. This better aligns them as being Civil-Service adjacent.

All positions on the Civilian Plan have been evaluated for best placement in grade.

All four plans have had a five percent cost of living adjustment applied.

Financial Considerations

Pay increases related to the new plans have been captured and included in the FY2024 draft budget.

Prior Board or Council Action

Previous pay plans were adopted with the FY2023 Budget.

Alternatives

Council can approve the compensation plans as presented, deny the plans, offer alternative plans, or table the plans to be considered at a later date.

911 COMMUNICATIONS PAY PLAN

EFF. 10/01/2023

GRADE/RANK	POSITION	A	B	C	D	E
PSCS	Communications Specialist	\$44,782.50	\$47,021.63	\$49,372.71	\$51,841.34	\$55,988.65
	Hourly	\$21.53	\$22.61	\$23.74	\$24.92	\$26.92
PSCSu	Communications Supervisor	\$57,668.31	\$60,551.72	\$63,579.31	\$66,758.28	
		\$27.73	\$29.11	\$30.57	\$32.10	
PSSM	Support Services Manager	\$72,199.07	\$75,809.03	\$79,599.48		
		\$34.71	\$36.45	\$38.27		

STARTING SALARY BASED ON CERTIFICATION AND EXPERIENCE:	
SPECIALIST (Step A-Entry Pay)	Non-certified Communication Specialist
SPECIALIST (Step B) -	Starting certified Communications Specialist with less than one year current experience
SPECIALIST (Step C) -	Starting certified Communications Specialist with at least one but less than 18 months current experience
SPECIALIST (Steps D) -	Starting certified Communications Specialist with at least 18 months but less than 5 years current experience (Chief's discretion)
SPECIALIST (Steps F) -	Starting certified Communications Specialist with five or more years current experience (at Chief's discretion)
- Definition of "certified Communications Specialist" - A Communications Specialist certified in the state of Texas, who has a Basic Telecommunicators license. - Step A is base pay for each classification. - Decisions on which step to place a current veteran Communicator, depending on experience, include the size of the department from which the Communicator has experience. Communicators coming from a similar size city/police department will be taken into consideration to determine starting pay step. - Lateral Communicators must be currently working for a law enforcement agency or recently worked for a law enforcement agency within the last three (3) months. However, applications will be reviewed on a case by case basis when considering hiring.	

MONTHLY INCENTIVE PAY	DISPATCHERS
Certification Pay - Intermediate	75.00
Certification Pay - Advanced	100.00
Certification Pay - Master	100.00
RN / EMT Pay	130.00
Commun. Training Officer (CTO) Pay	100.00

Pay for certification is cumulative. For example, if a Communicator has an Intermediate Certification and then obtains an Advanced Certification, they will receive the pay for both (\$175 total).

CITY OF DENISON
FY2024 Employee Compensation Classification Plan

Grade 14	Position		Minimum	Mid-Range	Maximum
	Fleet Maintenance Technician	Annual	\$32,764.01	\$38,430.03	\$44,096.04
	Utility Worker	Biweekly			
	Wastewater Plant Trainee				
	Water Plant Trainee				
Grade 15	Position		Minimum	Mid-Range	Maximum
	Animal Services Officer	Annual	\$33,744.87	\$40,034.67	\$46,324.48
	Court Clerk	Biweekly	\$1,297.88	\$1,539.80	\$1,781.71
	Library Assistant				
	Sign Technician				
	Utilities Customer Service Clerk				
	Youth Services Library Assistant				
Grade 16	Position		Minimum	Mid-Range	Maximum
	Administrative Assistant - Cemetery/Library/NS/PW	Annual	\$34,722.90	\$41,671.67	\$48,620.44
	Aquatic Program Coordinator	Biweekly	\$1,335.50	\$1,602.76	\$1,870.02
	Equipment Operator I				
	GIS Technician				
	Permit Technician				
	Police Records & Data Specialist				
	Water Meter Technician				
	Welcome Services Representative				
Grade 17	Position		Minimum	Mid-Range	Maximum
	Accounting Clerk	Annual	\$35,744.16	\$43,397.81	\$51,051.46
	Adult Programming Coordinator	Biweekly	\$1,374.78	\$1,669.15	\$1,963.52
	Case Processing & Analysis Technician				
	Facility Maintenance Coordinator				
	Lab Technician				
	Parks Crew Leader				
	Technical Services Coordinator				
	Wastewater Plant Operator I				
	Water Plant Operator I				

CITY OF DENISON
FY2024 Employee Compensation Classification Plan

Grade 18	Position		Minimum	Mid-Range	Maximum
	Aquatic Facility Coordinator	Annual	\$36,804.73	\$45,211.19	\$53,617.65
	Equipment Operator II	Biweekly	\$1,415.57	\$1,738.89	\$2,062.22
	Lead Water Meter Technician				
	Lending Services Supervisor				
	Mechanic				
	Senior Animal Services Officer				
	Stormwater Inspector				
	Water Quality Specialist				
	Youth Services Librarian				
Grade 19	Position		Minimum	Mid-Range	Maximum
	Crew Leader - MS/Streets/Utilities	Annual	\$38,635.70	\$47,460.30	\$56,284.91
	Demolition Specialist	Biweekly	\$1,485.99	\$1,825.40	\$2,164.80
	Media Relations Coordinator - Police				
	Pretreatment Inspector				
	Recreation Coordinator				
	Solid Waste Driver				
	Wastewater Plant Mechanic				
	Wastewater Plant Operator II				
	Water Plant Operator II				
Grade 20	Position		Minimum	Mid-Range	Maximum
	Code Compliance Officer	Annual	\$40,582.54	\$49,851.83	\$59,121.11
	Property & Evidence Technician	Biweekly	\$1,560.87	\$1,917.38	\$2,273.89
	Recreation Supervisor				
	Utilities Customer Service Supervisor				
Grade 21	Position		Minimum	Mid-Range	Maximum
	Building Inspector	Annual	\$42,598.93	\$52,328.76	\$62,058.59
	Engineering Technician	Biweekly	\$1,638.42	\$2,012.64	\$2,386.87
	Executive Assistant to the City Manager				
	Foreman				
	Lab QA/Technical Coordinator				
	Main Street Coordinator				
	Management Assistant - DS/Finance/Fire/P&R/PW				
	Police Services Coordinator				

CITY OF DENISON
FY2024 Employee Compensation Classification Plan

Grade 22	Position		Minimum	Mid-Range	Maximum
	Aquatic Facility Manager	Annual	\$44,731.19	\$54,948.04	\$65,164.90
	Court Coordinator	Biweekly	\$1,720.43	\$2,113.39	\$2,506.34
	Employee Services Generalist				
	Fleet Supervisor				
	GIS Analyst				
	Meter Services Supervisor				
	Neighborhood Services Supervisor				
	Public Works Project Coordinator				
	Recreation Manager				
	Senior IT Support Technician				
	Streets Supervisor				
Grade 23	Position		Minimum	Mid-Range	Maximum
	Accountant	Annual	\$46,979.34	\$57,709.69	\$68,440.03
	Library Services Manager	Biweekly	\$1,806.90	\$2,219.60	\$2,632.31
	Senior Building Inspector				
	Tourism Manager				
	Utilities Customer Service Manager				
	Utilities Division Supervisor				
	Wastewater Plant Supervisor				
	Water Plant Supervisor				
Grade 24	Position		Minimum	Mid-Range	Maximum
	Employee Services Specialist	Annual	\$49,320.19	\$60,585.20	\$71,850.21
		Biweekly	\$1,896.93	\$2,330.20	\$2,763.47
Grade 25	Position		Minimum	Mid-Range	Maximum
	Environmental Services Supervisor	Annual	\$51,800.11	\$63,631.55	\$75,462.99
	Parks Services Supervisor	Biweekly	\$1,992.31	\$2,447.37	\$2,902.42
	Planner				
	Senior Accountant				
Grade 26	Position		Minimum	Mid-Range	Maximum
	City Marshal	Annual	\$54,372.73	\$66,791.77	\$79,210.80
		Biweekly	\$2,091.26	\$2,568.91	\$3,046.57
Grade 27	Position		Minimum	Mid-Range	Maximum
	CIP Project Manager	Annual	\$57,084.42	\$70,122.81	\$83,161.21
	Systems & Security Administrator	Biweekly	\$2,195.55	\$2,697.03	\$3,198.51
	Wastewater Superintendent				
	Water Superintendent				

CITY OF DENISON

FY2024 Employee Compensation Classification Plan

Grade 28	Position		Minimum	Mid-Range	Maximum
	Grants & Special Projects Administrator	Annual	\$59,935.16	\$73,624.68	\$87,314.20
	Parks Administrative Superintendent	Biweekly	\$2,305.20	\$2,831.72	\$3,358.24
	Solid Waste Superintendent				
Grade 29	Position		Minimum	Mid-Range	Maximum
	Public Works Manager - Maintenance	Annual	\$62,948.14	\$77,325.85	\$91,703.56
		Biweekly	\$2,421.08	\$2,974.07	\$3,527.06
Grade 30	Position		Minimum	Mid-Range	Maximum
	Director of Main Street	Annual	\$66,077.00	\$81,169.36	\$96,261.72
	Finance Controller	Biweekly	\$2,541.42	\$3,121.90	\$3,702.37
	Neighborhood Services Manager				
	Public Works Manager - Utilities				
Grade 31	Position		Minimum	Mid-Range	Maximum
	Building Official	Annual	\$69,414.46	\$85,269.11	\$101,123.77
	Director of Library	Biweekly	\$2,669.79	\$3,279.58	\$3,889.38
Grade 32	Position		Minimum	Mid-Range	Maximum
	CIP Manager	Annual	\$72,867.81	\$89,511.22	\$106,154.63
	City Clerk/Assistant to the City Manager	Biweekly	\$2,802.61	\$3,442.74	\$4,082.87
Grade 33	Position		Minimum	Mid-Range	Maximum
		Annual	\$76,506.56	\$93,981.08	\$111,455.61
		Biweekly	\$2,942.56	\$3,614.66	\$4,286.75
Grade 34	Position		Minimum	Mid-Range	Maximum
		Annual	\$79,820.84	\$98,052.37	\$116,283.89
		Biweekly	\$3,070.03	\$3,771.24	\$4,472.46
Grade 35	Position		Minimum	Mid-Range	Maximum
		Annual	\$84,363.49	\$103,632.58	\$122,901.67
		Biweekly	\$3,244.75	\$3,985.87	\$4,726.99
Grade 36	Position		Minimum	Mid-Range	Maximum
	Assistant Director of Public Works	Annual	\$88,558.49	\$108,785.74	\$129,013.00
	Communication & Media Manager	Biweekly	\$3,406.10	\$4,184.07	\$4,962.04
Grade 37	Position		Minimum	Mid-Range	Maximum
		Annual	\$92,985.25	\$114,223.60	\$135,461.96
		Biweekly	\$3,576.36	\$4,393.22	\$5,210.08
Grade 38	Position		Minimum	Mid-Range	Maximum
	Director of Finance	Annual	\$97,643.78	\$119,946.17	\$142,248.56
	Director of Information Technology	Biweekly	\$3,755.53	\$4,613.31	\$5,471.10

CITY OF DENISON
FY2024 Employee Compensation Classification Plan

Grade 39	Position		Minimum	Mid-Range	Maximum
		Annual	\$102,534.09	\$125,953.44	\$149,372.80
		Biweekly	\$3,943.62	\$4,844.36	\$5,745.11
Grade 40	Position		Minimum	Mid-Range	Maximum
	Director of Employee Services	Annual	\$107,656.15	\$132,245.42	\$156,834.69
	Director of Parks & Recreation	Biweekly	\$4,140.62	\$5,086.36	\$6,032.10
Grade 41	Position		Minimum	Mid-Range	Maximum
		Annual	\$113,033.17	\$138,850.58	\$164,667.98
		Biweekly	\$4,347.43	\$5,340.41	\$6,333.38
Grade 42	Position		Minimum	Mid-Range	Maximum
		Annual	\$118,688.30	\$145,797.38	\$172,906.45
		Biweekly	\$4,564.93	\$5,607.59	\$6,650.25
Grade 43	Position		Minimum	Mid-Range	Maximum
	Director of Development Services	Annual	\$124,621.56	\$153,085.82	\$181,550.08
	Director of Public Works	Biweekly	\$4,793.14	\$5,887.92	\$6,982.70
Grade 44	Position		Minimum	Mid-Range	Maximum
		Annual	\$130,879.29	\$160,772.85	\$190,666.41
		Biweekly	\$5,033.82	\$6,183.57	\$7,333.32
Grade 45	Position		Minimum	Mid-Range	Maximum
	Fire Chief	Annual	\$137,415.15	\$168,801.53	\$200,187.92
	Police Chief	Biweekly	\$5,285.20	\$6,492.37	\$7,699.54
Grade 46	Position		Minimum	Mid-Range	Maximum
		Annual	\$144,275.47	\$177,228.80	\$210,182.12
		Biweekly	\$5,549.06	\$6,816.49	\$8,083.93
Grade 47	Position		Minimum	Mid-Range	Maximum
		Annual	\$151,483.45	\$186,083.12	\$220,682.78
		Biweekly	\$5,826.29	\$7,157.04	\$8,487.80
Grade 48	Position		Minimum	Mid-Range	Maximum
		Annual	\$159,062.26	\$195,392.97	\$231,723.68
		Biweekly	\$6,117.78	\$7,515.11	\$8,912.45
Grade 49	Position		Minimum	Mid-Range	Maximum
		Annual	\$167,035.07	\$205,186.82	\$243,338.56
		Biweekly	\$6,424.43	\$7,891.80	\$9,359.18
Grade 50	Position		Minimum	Mid-Range	Maximum
	Assistant City Manager	Annual	\$175,355.53	\$215,407.72	\$255,459.91
		Biweekly	\$6,744.44	\$8,284.91	\$9,825.38

POLICE PAY PLAN
EFF. 10/01/2023

GRADE/RANK		A	B	C	D	E	F	G	H	SO1	SO2
P1	Officer	\$ 70,350.00	\$ 72,460.50	\$ 74,634.32	\$ 76,873.34	\$ 79,179.54	\$ 81,554.93	\$ 84,001.58	\$ 86,521.63	\$ 89,117.28	\$ 91,790.79
P2	Sergeant	\$ 94,544.63	\$ 97,380.97	\$ 100,302.40	\$ 103,311.47						
P3	Lieutenant	\$ 106,411.31	\$ 109,603.65	\$ 112,891.76	\$ 116,278.51						
P4	Assistant Chief	\$ 123,900.00	\$ 128,100.00	\$ 131,250.00							

STARTING SALARY BASED ON CERTIFICATION AND EXPERIENCE:	
OFFICER (Step A-Entry Pay)	Non-certified recruit entering the Basic Police Academy
OFFICER (Step B) -	Starting certified officer with less than one year current experience
OFFICER (Step C) -	Starting certified officer with at least one but less than 18 months current experience
OFFICER (Steps D to F) -	Starting certified officer with at least 18 months but less than 5 years current experience (at Chief's discretion)
OFFICER (Steps G) -	Starting certified officer with five or more years current experience (at Chief's discretion)
- Definition of "certified officer" - A peace officer certified in the state of Texas, or an out-of-state certified officer that successfully challenges the Texas peace officer exam. - Step A is base pay for each classification. - Decisions on which step to place a current veteran officer, depending on experience, include the size of the department from which the officer has experience. Officers coming from a similar size city/police department will be taken into consideration to determine starting pay step. - Lateral officers must be currently working for a law enforcement agency or recently worked for a law enforcement agency within the last three (3) months. However, applications will be reviewed on a case by case basis when considering hiring.	

STEP INCREASES					MONTHLY INCENTIVE PAY	OFFICERS
GRADE	STEP	RANK	TIME IN GRADE	% INCREASE	Certification Pay - Intermediate	75.00
P1	A	Police Recruit	1 Year per step	-	Certification Pay - Advanced	100.00
P1	B,C,D	Police Officer	6 Months per step	3.00%	Certification Pay - Master	100.00
P1	E,F,G	Police Officer	6 Months per step	3.00%	Degree Pay - Associate's	60.00
P1	SO1-SO3	Senior Officer	1 Year per step	3.00%	Degree Pay - Bachelor's	120.00
P2	A, B, C, D	Sergeant	1 Year per step	3.00%	Degree Pay - Master's	180.00
P3	A, B, C, D	Lieutenant	1 Year per step	3.00%	Field Training Officer (FTO) Pay	100.00
P4	A, B, C	Assistant Chief	1 Year per step	3.00%	Officer in Charge (OIC) Pay	50.00
- Non-Certified Police Recruits begin at Step P1A. Police Recruits are not Civil Service employees. They become Civil Service employees upon successful completion of their probation period. The probationary period is not tied to Grade and Step. - Police Officers proceed from one step to another at either 6 month or 12 month intervals, depending on the Grade, thereafter (as shown in chart above).					Bilingual (Spanish) Pay	100.00
					RN / EMT Pay	130.00
					Commun. Training Officer (CTO) Pay	N/A
					Pay for certification is cumulative. For example, if an officer has an Intermediate Certification and then obtains an Advanced Certification, they will receive the monthly pay for both (\$175 total). This does not apply to Degree Pay.	

CIVIL SERVICE FIRE
DRAFT Effective 10/1/2023

		A		B		C		D		E		F	
GRADE		HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL
F1	Firefighter	22.16	\$ 64,522.50	22.82	\$ 66,458.18	23.51	\$ 68,451.92	24.21	\$ 70,505.48	24.94	\$ 72,620.64	25.69	\$ 74,799.26
F2	Engineer	26.97	\$ 78,539.22	27.78	\$ 80,895.40	28.61	\$ 83,322.26						
F3	Captain	30.04	\$ 87,488.38	30.95	\$ 90,113.03	31.87	\$ 92,816.42						
F4	Battalion Chief	33.47	\$ 97,457.24	34.47	\$ 100,380.96	35.51	\$ 103,392.39						
F5	Assistant Chief	57.16	\$ 118,901.24	58.88	\$ 122,468.28								

INCENTIVE PAY	MONTHLY
Intermediate Certificate	100.00
Advanced Certificate	205.00
Master's Certificate	320.00
Paramedic	125.00
Associate's Degree	60.00
Bachelor's Degree	120.00
Master's Degree	180.00
Bilingual (Spanish)	100.00
Longevity (per year of service)	5.00

GRADE	STEP	RANK	TIME IN GRADE	STEP INCREASE
F1	A	Firefighter (No Exp.)	1 Year	3.00%
F1	B, C, D, E & F	Firefighter	1 Year	3.00%
F2	A, B & C	Engineer	1 Year	3.00%
F3	A, B & C	Captain	1 Year	3.00%
F4	A, B & C	Battalion Chief	1 Year	3.00%
F5	A & B	Assistant Chief	1 Year	3.00%

STEP INCREASE ELIGIBILITY

1. Fire Recruits with no experience start at F1 Step A . They receive a step increase to F1 Step B upon their one (1) year anniversary.
2. Firefighters with one (1) - two (2) years experience will start at F1 Step B. They will move to F1 Step C upon their one (1) year anniversary.
3. Firefighters with two (2) or more years experience will start at F1 Step C. They will move to F2 Step D upon their one (1) year anniversary.
4. Probationary period for starting firefighters is pursuant to the Texas Local Government Code 143 statutory guidelines.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on approving a Chapter 380 Economic Development Agreement between the City of Denison and Business and Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance, to provide for and promote local economic development of the real properties generally located south of the intersection of FM 120 and West Morton Street, GCAD Property ID Nos. 438292 and 438291, and authorize the Interim City Manager to execute the same.

Staff Contact

Bobby Atteberry, Interim City Manager
batteberry@cityofdenison.com
(903) 464-4440

Summary

- The City owns certain real properties (“Properties”) located in the City of Denison, Grayson County, Texas, generally located south of the intersection of FM 120 and West Morton Street that it has contracted to sell to Business and Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance (“Corporation”).
- The Properties are currently vacant and are partially in the floodplain and the City and Corporation intend to provide for and promote local economic development and to stimulate business and commercial activity in the City.
- Corporation intends and proposes to cause economic development of the Properties in conformance with the requirements of Chapter 501 of the Texas Local Government Code.

Staff Recommendation

Staff recommends entering into the Chapter 380 Agreement to allow for economic development.

Recommended Motion

“I move to approve the Chapter 380 Economic Development Agreement between the City of Denison and Business and Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance, to provide for and promote local economic development of the real properties generally located south of the intersection of FM 120 and West Morton Street, GCAD Property ID Nos. 438292 and 438291, and authorize the Interim City Manager to execute the same.”

Background Information and Analysis

The City owns certain real properties (“Properties”) located in the City of Denison, Grayson County, Texas, generally located south of the intersection of FM 120 and West Morton Street that it has contracted to sell to Business and Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance (“Corporation”). The Properties are identified through the Grayson Central Appraisal District as CAD Property IDs 438292 & 438291. The Properties are currently vacant and are partially in the floodplain and the City and Corporation intend to provide for and promote local economic development and to stimulate business and commercial activity in the City. Corporation intends and proposes to cause

economic development of the Properties in conformance with the requirements of Chapter 501 of the Texas Local Government Code.

Pursuant to Section 253.0125 as added by Senate Bill No. 543 on May 24, 2023, which allows for the transfer of real property or an interest in real property for consideration which can be in the form of an agreement that promotes a public purpose of the municipality related to economic development, staff recommends the City enter into this Agreement. Article III, Chapter 52-a of the Texas Constitution, defines a public purpose as development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state, or the development or expansion of transportation or commerce in the state under the Texas, which this Agreement incorporates. Consistent with Article III, Chapter 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code and Section 253.0125 as added by Senate Bill No. 543, the City has made specific proposals to Corporation, for the purposes of inducing the Corporation to locate an entity to purchase and develop the Project on the Properties, and thereby advance the public purposes stated above.

To ensure that the benefits the City provides under this Agreement are utilized in a manner consistent with Article III, Chapter 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code, and Section 253.0125 as added by Senate Bill No. 543, the Corporation has agreed to ensure the City receives a return benefit through the Project requirements.

Financial Considerations

The project upon completion will result in an increased taxable value of approximately \$500,000 in real property taxes and/or business personal property per City fiscal year within the Properties.

Prior Board or Council Action

None.

Alternatives

Council may table, modify or deny this agenda item.

CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2023 (the “Effective Date”), by and between THE CITY OF DENISON, TEXAS, a Texas home rule municipal corporation (the “City”) and Business and Industrial Corporation of Denison, Inc., dba Denison Development Alliance, a Texas Type A non-profit corporation (“Corporation”), which promotes economic development within the City. The City and Corporation shall be collectively referred to herein as the (“Parties”).

RECITALS

WHEREAS, City owns certain real properties located in the City of Denison, Grayson County, Texas, generally located south of the intersection of FM 120 and West Morton Street that it has contracted to sell to Corporation, as depicted in Exhibit A attached hereto and incorporated herein by this reference, and are legally described as follows (the “Properties”):

BEING 2.33 acres M.C. Davis, Abstract #336, City of Denison, Grayson County and 0.88 acres, M.C. Davis, Abstract #336, City of Denison, Grayson County

The Properties are identified through the Grayson Central Appraisal District (“GCAD”) as CAD Property IDs 438292 & 438291.

WHEREAS, the Properties are currently vacant and are partially in the floodplain and the City and Corporation intend to provide for and promote local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, Corporation intends and proposes to cause economic development of the Properties in conformance with the requirements of Chapter 501 of the Texas Local Government Code; and

WHEREAS, pursuant to Section 253.0125 as added by Senate Bill No. 543 on May 24, 2023, which allows for the transfer of real property or an interest in real property for consideration which can be in the form of an agreement that promotes a public purpose of the municipality related to economic development, the City hereby enters into this Agreement; and

WHEREAS, Article III, Chapter 52-a of the Texas Constitution, defines a public purpose as development and diversification of the economy of the state, the elimination of unemployment or underemployment in the state, or the development or expansion of transportation or commerce in the state under the Texas, which this Agreement incorporates; and

WHEREAS, consistent with Article III, Chapter 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code and Section 253.0125 as added by Senate Bill No. 543, the City has made specific proposals to Corporation, for the purposes of inducing the Corporation to locate an entity to purchase and develop the Project on the Properties, and thereby advance the public purposes stated above; and

WHEREAS, to ensure that the benefits the City provides under this Agreement are utilized in a manner consistent with Article III, Chapter 52-a of the Texas Constitution, Chapter 380 of the Texas Local Government Code, and Section 253.0125 as added by Senate Bill No. 543, the Corporation has agreed to ensure the City receives a return benefit through the Project requirements outlined herein; and

WHEREAS, City has concluded and hereby finds that this Agreement embodies an eligible program and clearly promotes economic development in the City and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code and Section 253.0125 as added by Senate Bill No. 543, and further, is in the best interests of the City and Corporation; and

WHEREAS, the Parties desire to enter into this Agreement to provide the terms and conditions by which the Properties can be sold; and

WHEREAS, Corporation understands and agrees that (a) the City is relying upon Corporation's representations, warranties and agreements, as set forth and provided for in this Agreement; and (b) Corporation shall be and shall remain subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the receipt and sufficiency of which is hereby acknowledged, City and Corporation hereby agree as follows:

AGREEMENT

ARTICLE I. DEFINITIONS

The following words shall have the following meanings when used in this Agreement.

1.1 Agreement. "Agreement" is defined in the introductory paragraph of this Agreement.

1.2 City. "City" is defined in the introductory paragraph of this Agreement.

1.3 City Council. "City Council" means the governing body of the City.

1.4 Closing. "Closing" is defined as the recordation and final delivery of a deed or instrument of transfer transferring ownership of the Properties to the Third-Party Purchaser who has entered into agreements approved by the City Council.

1.5 Default. "Default" is defined in Section 5.1 of this Agreement.

1.6 Corporation. "Corporation" is defined in the introductory paragraph of this Agreement.

1.7 Effective Date. "Effective Date" is defined in the introductory paragraph of this Agreement.

1.8 Party. "Party" and "Parties" are defined in the introductory paragraph of this Agreement.

1.9 Properties. "Properties" is defined in the recitals of this Agreement.

1.10 Project. "Project" is defined in Section 2.1.

1.11 Term of Agreement. "Term of Agreement" shall mean three (3) months following the Closing or until such earlier mutual termination as such is described herein.

1.12 Third Party Purchaser. "Third Party Purchaser" is defined in Section 2.2B.

ARTICLE II. COMPLETION OF THE PROJECT

2.1 The Project. The Project shall generally consist of the following developed on the Properties ("Project"):

- a) It will result in an increased taxable value for the City of approximately Five Hundred Thousand Dollars (\$500,000.00) in real property taxes (as determined by Grayson Central Appraisal District) and/or business personal property (excluding inventory and supplies) per City fiscal year within the Properties; and
- b) It is a commercial use project intended to develop or revitalize the Properties with high quality development that produces sales taxes; and
- c) It is specifically determined by resolution of the City Council to bring public benefit to the City consistent with Section 2.1; and
- d) In addition, the Project:
 1. will development and diversification of the economy of Denison; or
 2. will eliminate unemployment or underemployment in the state; or
 3. will develop or expand transportation or commerce in the state; or
 4. will make a unique or unequaled contribution to the development or redevelopment efforts within the City; or
 5. will enhance the City's fiscal ability to provide high quality municipal services for the safety, comfort and enjoyment of Denison residents; or
 6. will enhance the City's public infrastructure by including the improvement and/or construction of infrastructure that may or may not be contiguous to the project, and may or may not be related to the project (e.g., drainage, lamp posts, parking, sidewalks); or
 7. will result in an additional increase of primary jobs within the City; or
 8. is a target industry or retailer, as determined by the City Council.
- e) The Project shall be completed when a Closing occurs.

2.2 Duties and Obligations of the Parties.

- A. City. Pursuant to Section 253.0125, subsection (e) as added by Senate Bill No. 543 on May 24, 2023, the City shall provide notice to the public of this Agreement pursuant to the notice requirements stated therein. Within seventy-five (75) days of the Effective Date of this Agreement, the City will sell and convey the Properties to the Corporation, but no sooner than ten (10) days after proper notice has been provided pursuant to Section 253.0125, subsection (e) as added by Senate Bill No. 543 on May 24, 2023.
- B. Corporation. Corporation shall actively market the Properties to third-parties for development that meets the requirements of Section 2.1. They shall enter into a real property purchase agreement for the Properties with a third party who meets the requirements of Section 2.1 (“Third Party Purchaser”), as approved by the City Council. Thereafter, the Corporation shall assist the escrow process until an instrument of transfer transferring ownership of the Properties to the Third-Party Purchaser is effectuated.

2.3 Agreements with Corporation and Third-Party Purchaser. The Corporation is allowed and shall enter into written agreements (performance agreements, economic incentive agreements, property purchase agreements, etc.) as necessary to sell the Properties and transfer the ownership interest to a Third-Party Purchaser who enters written agreement(s) creating binding obligations to meet the requirements of Section 2.1 and Section 2.4 of this Agreement. Such agreements shall include a contingency that the agreements are valid only upon approval by the City Council.

2.4 Government Requirements and Approvals. *Corporation has consented to and requested, and the Parties agree that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City’s building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Properties, and voluntarily agrees to burden the Properties with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Properties and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Properties and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Properties. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Properties and be binding upon the Properties.*

ARTICLE III. SUFFICIENT GOVERNMENT CONTROLS

3.1 City’s Oversight. The City agrees that it shall maintain oversight of the sale and transfer of the Properties under this Agreement to ensure compliance with the Project by requiring

any agreements between Corporation and Third-Party Purchaser be approved by a vote of the City Council.

3.2 Seeking City Approval. Once a Third-Party Purchaser has entered into its written agreements with Corporation, Corporation shall seek approval of the agreement(s) with the City Council, by placing this issue on the City Council agenda as soon as reasonably possible. Corporation shall request that City Council find that the agreement(s) meet the requirements of Section 2.1 herein.

3.3 Approval by City Council. If the third-party agreements are approved by the City Council, then Corporation shall move forward to effectuate the Closing within a reasonable time period. If the third-party agreements are not approved by the City Council, Corporation shall still have a duty and obligation to market the Properties pursuant to this Agreement to additional third parties and find another suitable Third-Party Purchaser who meets the requirement of Section 2.1. If the City Council disapproves of at least three (3) Third-Party Purchasers brought by Corporation for approval and/or if the Corporation, after one (1) year of diligent efforts, is unable to find a Third-Party Purchaser who meets the requirements of Section 2.1, then the City and the Corporation may re-negotiate the requirements of Section 2.1, by a written addendum to this Agreement signed by both parties.

3.4 Sale Proceeds to City. The proceeds of the sale less any costs incurred by the Corporation to sell the Properties (including, but not limited to, land survey costs, appraisal costs, escrow costs to close on the sale, attorney's review costs, etc.) shall be provided to the City within sixty days (60) days after Closing or within a reasonable time period.

ARTICLE IV. REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

4.1 The City represents and warrants to the Corporation that it has not acquired the Properties from the previous owner by the exercise of eminent domain authority or the threat of the exercise of eminent domain authority.

4.2 The Corporation represents and warrants to the City that: (1) the Corporation has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the Corporation has been duly authorized to do so; (3) this Agreement is binding upon the Corporation in accordance with its terms; and (4) the execution of this Agreement and the performance by the Corporation of its obligations under this Agreement do not constitute a breach or event of default by the Corporation under any other agreement, instrument, or order to which the Corporation is a party or by which the Corporation is bound.

4.2 Representations, Warranties and Obligations of Corporation. Corporation covenants and agrees that, while this Agreement is in effect, Corporation shall comply with the following terms, conditions and agreements:

- A. Corporation agrees to make, execute and deliver to City such other documents and agreements as City or its attorneys may reasonably request relating to the subject matter hereof.

- B. Corporation agrees to perform and comply in all material respects with all terms, conditions, and provisions set forth in this Agreement between Corporation and City.
- C. Corporation shall at all times comply with all federal, state, and local laws, ordinances, rules, regulations and orders governing the applicable duties of Corporation under this Agreement.
- D. Corporation shall ensure that the public purpose of economic development is fulfilled.
- E. Corporation shall not be delinquent in the payment of any taxes to any city, school district, state or federal taxing jurisdiction.
- F. Corporation, its subsidiary, affiliate and parent companies shall forebear in instituting any suit, claim or legal action of any kind or nature against City, its officials, officers, employees, agents and shall not be a party to any litigation wherein City, its officials, officers, employees, agents are a named party and its position in such litigation is contrary to the position of the City, its officials, officers, employees, agents. Notwithstanding, this paragraph 4.2.F. shall not preclude Corporation from a timely and lawful protest of valuations made by the Grayson County Central Appraisal District.

ARTICLE V. EVENTS OF DEFAULT

5.1 Events of Default by Corporation. Each of the following shall constitute an Event of Default by Corporation under this Agreement:

- A. A violation, failure to perform, or breach by the Corporation of any covenant, warranty, duty, indemnity, or obligation of the Corporation under this Agreement which has not been cured within thirty (30) days of written notice by City to Corporation.
- B. Any warranty, representation or statement made or furnished to City by or on behalf of Corporation under this Agreement which was false or misleading in any material respect, either now, in the future, or at the time made or furnished, and Corporation fails to cure same within thirty (30) days after written notice from City describing the violation, or if such violation cannot be cured within such 30-day period in the exercise of all due diligence, then if Corporation fails to commence such cure within such 30-day period or fails to continuously thereafter diligently prosecute the cure of such violation; or if Corporation learns that any such warranty, representation or statement has become false or misleading at the time that it was made, and Corporation fails to provide written notice to City of the false and

misleading nature of such warranty, representation or statement within ten (10) days after Corporation learns of its false or misleading nature.

- C. The dissolution or termination of Corporation's existence as a going business, Corporation's insolvency, appointment of receiver for any part of Corporation's property, any assignment of all or substantially all of the assets of Corporation for the benefit of creditors of Corporation, any type of creditor workout for Corporation, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Corporation unless, in the case of involuntary proceedings, such proceedings are discharged within sixty (60) days after filing, any of which occur prior to the completion of the Project.

5.2 Events of Default by City. The failure of the City to perform its obligation to convey the Properties in this Agreement.

5.3 Remedies. If a Party hereto defaults upon this Agreement, the non-defaulting Party's sole remedy shall be to terminate this Agreement, except that Section 2.4 shall survive termination, by providing written notice to the defaulting Party. City and Corporation agree and acknowledge that this Agreement is not a contract for goods or services and that the City's sole remedy is to regain title to the Properties, and following a default by Corporation, Corporation shall execute a special warranty deed in favor of the City within ten (10) days of being requested to do so.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.1 Immunity. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

6.2 Exhibits. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A Depiction/Diagram of Properties/Metes and Bounds Description

6.3 Assignment/Non-Transferable. The Parties agree that this Agreement shall not be assigned without the prior written consent of the other Party.

6.4 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.

6.5 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.

6.6 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
Denison, TX 75020

With a copy to:

Messer Fort, P.L.L.C.
Attn: Julie Fort
6371 Preston Rd., Ste. 200
Frisco, Texas 75034

To Corporation:

Business and Industrial Corporation of Denison, Inc.
dba Denison Development Alliance
Attn: President
311 W. Woodard St.
Denison, TX 75020

6.7 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.

6.8 Indemnity and Insurance. **(A) CORPORATION, INDIVIDUALLY AND ON BEHALF OF ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE CORPORATION(S), ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM SUCH CORPORATION(S) IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO**

SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CORPORATION, AND ITS EMPLOYEES AS A RESULT OF THAT EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CORPORATION, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CORPORATIONS ARE EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST CORPORATIONS IN PROVIDING SUCH DEFENSE.

(B) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CORPORATIONS IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE, AT ITS SOLE COST; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CORPORATIONS' OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CORPORATIONS' OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CORPORATIONS SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CORPORATIONS FAIL TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CORPORATIONS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY CITY.

(C) THIS PARAGRAPH 6.8 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.9 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.

6.10 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.

6.11 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.

6.12 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 and as legislative determinations by the City Council.

6.13 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 Project only and not any other matters that may exist between the Parties past, present or future.

6.14 Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Grayson County, Texas.

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

6.16 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

6.17 Force Majeure. Neither Corporation nor the City of Denison 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, pandemics, epidemics 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. Failure of a Party to timely perform an obligation hereunder shall only be excused as an event of force majeure described in this paragraph if a Party who cannot perform sends written notice to the other Party within thirty (30) days of the start of the event of force majeure: (a) stating the obligations that the Party cannot perform due to the event of force majeure; (b) describing in detail the event of force majeure that is preventing performance; and (c) providing a date by which such Party reasonably expects to be able to perform and the length of the force majeure event.

6.18 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.

6.19 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.

6.20 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.

6.21 Employment of Undocumented Workers. During the term of this Agreement, Corporation agrees not to knowingly employ any undocumented workers. Pursuant to Section 2264.101(c), TEXAS GOVERNMENT CODE, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

6.22 Time of the Essence. Time is of the essence in the performance of this Agreement.

6.23 Anti-Boycott Verification. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable federal law, Corporation represents that neither Corporation nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Corporation (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

6.24 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Corporation represents that Corporation nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Corporation is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

6.25 Anti-Boycott Verification – Energy Companies. The Corporation hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization,

transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

6.26 Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. The Corporation hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

EXECUTED this the _____ day of _____, 2023.

CORPORATION:

**BUSINESS AND INDUSTRIAL
CORPORATION OF DENISON, INC.**
DBA DENISON DEVELOPMENT ALLIANCE, a
Texas Type A non-profit corporation

By: _____
TONY KAAI, PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

 This instrument was acknowledged before me on the ____ day of _____, 2023, by
Tony Kaai,, the President of DENISON DEVELOPMENT ALLIANCE, on behalf of said
Corporation.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires:_____

THE CITY OF DENISON, TEXAS, a Texas
home rule municipality

By: _____
BOBBY ATTEBERRY, INTERIM CITY
MANAGER

ATTEST:

Christine Wallentine, City Clerk

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the ____ day of _____, 2023, by
Bobby Atteberry, the Interim City Manager of the City of Denison, Texas, on behalf of said City.

(SEAL)

Notary Public, State of Texas

Name printed or typed

Commission Expires:_____

EXHIBIT A
The "Properties"

cmp = corrugated metal pipe

North

inlet:
approximate
flowline: 790.09'

inlet:
flowline: 782.91'

inlet:
flowline: 785.18'

conc. flume:
flowline @ Inlet: 783.88'
flowline @ prop.: 783.47'

sanitary sewer/manhole
rim elev: 771.52'
flowline 6" in West: 764.99'
flowline 6" out East: 764.89'

788'
786'
784'
782'

1/2" capped rebar
set "RPLS 6578"

passing 1/2" capped
rebar found @ 60.39'

1/2" rebar found

concrete

concrete highway
monument found

concrete highway
monument found

1/2" capped rebar
found "RPLS 6578"

1/2" capped rebar
found "RPLS 6578"

The City of Denison
1/5 Acres in
Vol. 2151, Pg. 172,
R.P.R.G.C.T.

York Avenue
a public street - 25 ft. wide asphalt
paving & 60 ft. wide right-of-way

Morton Street/F. M. Hwy. 120
a public street - 67 ft. wide four lane
gutter and center turn lane & variable width right-of-way

Lot 2
0.882 Ac. and/or
38,410 Sq. Ft.

Lot 1
2.332 Ac. and/or
101,567 Sq. Ft.

Price Memorial Addition
to the City of Denison,
Texas
Vol. 10, Pg. 15, R.P.R.G.C.T.

M.C. Davis Survey
Abstract No. 336 in
the City of Denison

S85°58'48"E 166.07'

780' 60.81'

105.26'

L=189.29' R=1075.92'
Δ=10°04'49"
Chord=S80°56'24"E 189.05'

S79°30'03"E 149.42'

S22°00'09"W 166.07'

S59°52'53"E 350.70'

S20°05'44"W 48.01'

S20°32'08"W 73.98'

N59°52'53"W 435.14'

N59°52'17"W 862.58'

S68°02'53"E 340.00'

N20°05'44"E 216.00'

93.33'

10.17'

9.0'

passing 1/2" rebar
found @ 617.54'

20' utility
easement

chain link fence

cleanout @

@ cleanout

1/2" capped rebar
found "RPLS 6578"

1/2" capped rebar
set "RPLS 6578"

1/2" rebar found @

Lot 2

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a Purchase and Sale Agreement for 3.21 acres of land located generally south of the intersection at FM 120 and W. Morton Street, Grayson CAD Property ID Nos. 438291 and 438292, between the City of Denison and the Business Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance, and authorize the Interim City Manager to execute all related documents related thereto.

Staff Contact

Bobby Atteberry, Interim City Manager
batteberry@cityofdenison.com
(903) 464-4440

Summary

- The City of Denison ("City") owns certain real properties ("Properties") located in the City of Denison, Grayson County, Texas, totaling approximately 3.21 acres and generally located south of the intersection of FM 120 and West Morton Street.
- In February 2023, the City issued a Request for Sealed Offers for the Properties where submittals were to be received on or before 2:00 p.m. on March 10, 2023. The City received one response to the request.
- After review of the submittal, the proposed contract included with the request had conditions placed therein which the City could not accept. Therefore, at staff's recommendation the Council rejected the sealed offer at their meeting on April 17, 2023.
- This Purchase and Sale Agreement would allow DDA to purchase the Properties from the City for potential resale and economic development.
- Texas Local Government Code Section 253.0125, as added by S.B. No. 543 on May 24, 2023, allows the City to convey land it wants developed in a manner that primarily promotes a public purpose of the City related to economic development.

Staff Recommendation

Staff recommends approval of the Purchase and Sale Agreement.

Recommended Motion

"I move to approve the Purchase and Sale Agreement for 3.21 acres of land located generally south of the intersection at FM 120 and W. Morton Street, Grayson CAD Property ID Nos. 438291 and 438292, between the City of Denison and the Business Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance, and authorize the Interim City Manager to execute all related documents related thereto."

Background Information and Analysis

The City of Denison ("City") owns certain real properties ("Properties") located in the City of Denison, Grayson County, Texas, totaling approximately 3.21 acres and generally located south of the intersection of FM 120 and West Morton Street. In February 2023, the City issued a Request for Sealed Offers for the Properties where submittals were to be received on or before 2:00 p.m. on March 10, 2023. The City

received one response to the request. After review of the submittal, the proposed contract included with the request had conditions placed therein which the City could not accept. Therefore, at staff's recommendation the Council rejected the sealed offer at their meeting on April 17, 2023. This Purchase and Sale Agreement would allow DDA to purchase the Properties from the City for potential resale and economic development in accordance with a Chapter 380 Agreement. Texas Local Government Code Section 253.0125, as added by S.B. No. 543 on May 24, 2023, allows the City to convey land it wants developed in a manner that primarily promotes a public purpose of the City related to economic development. This Purchase and Sale Agreement sets forth the terms for which the property will be conveyed. This agreement goes hand in hand with the Chapter 380 Agreement proposed.

Financial Considerations

The City would convey the property based on a purchase price determined by the agreement and the Chapter 380 Agreement.

Prior Board or Council Action

None.

Alternatives

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

PURCHASE AND SALE AGREEMENT

This **Purchase and Sale Agreement** ("Agreement") to buy and sell real property is entered into by and between City and Corporation as identified below and is effective on the date ("Effective Date") of the last of the signatures by City and Corporation as parties to this Agreement.

City: City of Denison, Texas
Attn: Bobby Atteberry, Interim City Manager
300 W Main Street
Denison, Texas 75020

City's Attorney: Julie Fort
Messer, Fort & McDonald, LLC
6371 Preston Road, Suite 200
Frisco, Texas 75034

Corporation: Business and Industrial Corporation of Denison, Inc.
dba Denison Development Alliance
Attn: Tony Kaai, President
311 W Woodard Street
Denison, Texas 75020

Corporation's Attorney: William B. Munson
Munson, Munson, Cardwell, Tillet & Brown
301 W. Woodard - P. O. Box 1099
Denison, Texas 75020
(903) 463-3750
Fax (903) 463-3024
wbmunson@munsonlaw.com

Title Company: Security Title
3401 N. Heritage Parkway
Sherman, Texas 75092
Phone: 903-868-1281
E-Mail: trich@securitytitleinc.net

Property: 2.33 acres M.C. Davis, Abstract #336, City of Denison, Grayson County, and 0.88 acres, M.C. Davis, Abstract #336, City of Denison, Grayson County, Property ID Nos. 438291 and 438292, and generally located south of the intersection of FM 120 and West Morton Street, referred to herein as “**the Property**”) together with all improvements, fixtures, and personal property located thereon, and all (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise benefitting said tract, (iv) utility capacities, commitments, reservations and other rights and capacities (including but not limited to stormwater detention rights) related to said tract, (v) all permits and approvals relating to said tract, (vi) all development rights relating to said tract, (vii) all rights to credits, refunds and reimbursements associated with said tract, (viii) all water and drainage rights associated with said tract, (ix) all reversionary rights related to said tract, and (x) all other rights and appurtenances of any kind related to said tract, but subject to the Permitted Exceptions.

380 Agreement: That certain *380 Agreement for Conveyance of Property* (the “**380 Agreement**”) by and between Corporation and City substantially in the form attached hereto as **Attachment 1** and incorporated herein by reference relating to the sale by City of the Property to Corporation.

Inspection Period: The period commencing on the Effective Date and ending on the termination of the Inspection Period as defined in the Developer’s Sales Contract.

Closing Date: Means a date scheduled for closing that is on or before August 31, 2023.

Purchase Price: \$10.00 (TEN DOLLARS AND NO CENTS)

Additional Consideration: 380 Agreement (Attachment 1 herein), pursuant to Section 253.0125 as added by S.B. No. 543 on May 24, 2023.

WHEREAS, Corporation desires to purchase the Property from City for potential resale and economic development in accordance with the 380 Agreement; and

WHEREAS, Tex. Loc. Gov’t Code §253.0125 allows City to convey land it wants developed in a manner that primarily promotes a public purpose of the City related to economic development.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sale and Purchase.** City agrees to sell and convey the Property to Corporation for the Purchase Price.

2. **Title and Survey.**

(a) If required by Title Company for Closing because Title Company does not accept the survey prepared for the prior Request for Proposals, Corporation shall deliver to City and Title Company a survey of the Property prepared at Corporation's expense by a Registered Professional Land Surveyor. For purposes of obtaining title insurance, the Parties agree that the fair market value of the Properties is approximately \$455,000.00.

(b) Within twenty (20) days after the Effective Date, City shall deliver or cause to be delivered to Corporation, at Corporation's expense, a title commitment covering the Property binding the Title Company to issue a Texas Owner Policy of Title Insurance on the standard form prescribed by the Texas Department of Insurance at the Closing, in the full amount of the Purchase Price, insuring Purchaser's fee simple title to the Property to be good and indefeasible, subject only to the Permitted Exceptions transaction described in this Agreement.

(c) Corporation will have fifteen (15) days (the "**Title Review Period**") after receipt of the title commitment to review them and to deliver a written notice to City stating any objections Corporation may have to them or any item disclosed by them. Corporation's failure to object within the time provided will be a waiver of the right to object. Any item to which Purchaser does not object will be deemed a "**Permitted Exception.**" The items set forth on Schedule C of the Title Commitment, and any other items the Title Company identifies to be released upon the Closing, will be deemed objections by Purchaser. Zoning ordinances and the lien for current taxes, if any, are deemed to be Permitted Exceptions.

(d) If Corporation delivers any written objections to City within the Title Review Period, then City shall make a good faith attempt to cure the objections within ten (10) days (the "**Cure Period**") after receipt of the objections. However, City is not required to incur any cost to do so. If City cannot cure the objections within the Cure Period, City may deliver a written notice to Corporation, before expiration of the Cure Period, stating whether City is committed to cure the objections at or before the Closing. If City does not cure the objections within the Cure Period, or does not timely deliver the notice, or does not commit in the notice to fully cure all of the objections at or before the Closing, then Corporation may terminate this Agreement by delivering a written notice to City on or before the earlier to occur of: (1) the date that is seven (7) days after the expiration of the Cure Period; or (2) prior to the scheduled Closing Date.

3. **Inspection Period.** Corporation is familiar with the Property, has inspected the Property and waives inspection.

///

4. **Closing.**

(a) Except as extended as provided herein, the closing of the sale of the Property (the “**Closing**”) shall occur on the Closing Date at the Title Company.

(b) At the Closing, City shall deliver to the Title Company:

(i) A special warranty deed, in form and substance reasonably acceptable to City and Corporation conveying good and indefeasible title to the Property to Corporation, free and clear of any and all encumbrances subject only to the Permitted Exceptions;

(ii) Such documents as may be reasonably required by Title Company in order for Title Company to issue a Title Policy in favor of Corporation;

(iii) Evidence of City’s authority to close this transaction as may be required by the Title Company; and

(iv) The 380 Agreement; and

(v) Settlement statement, and such other documents as Title Company may reasonably require.

(c) At the Closing, Corporation shall deliver to City through Title Company:

(i) The Purchase Price in cash or immediately available funds and funds to cover all of the Closing costs; and

(ii) Such other documents that the Title Company may reasonably require of Corporation.

5. **Taxes.** Corporation understands and acknowledges that the Property is presently exempt from the assessment of ad valorem taxes, which status may change upon conveyance of the Property to Corporation. City shall not be responsible for payment of property taxes assessed against the Property for periods before or after the date of Closing, if any become due and payable.

6. **Closing Costs.** Corporation agrees to pay and be responsible for all Closing costs related to the sale of the Property to Corporation pursuant to this Agreement.

7. **Permitted Exceptions.** Those matters constituting Permitted Exceptions and the 380 Agreement shall constitute Permitted Exceptions pursuant to this Agreement.

8. **Property Sold As Is.**

(a) Corporation hereby acknowledges and agrees that the sale of the Property hereunder is and will be made on an “as is, where is and with all faults” basis. The

occurrence of Closing shall constitute an acknowledgment by Corporation that the Property was accepted without representation or warranty, express or implied (except as otherwise specifically set forth herein and except for the special warranties of title set forth in the special warranty deed).

(b) Except as otherwise specifically set forth in this Agreement and except for the special warranties of title set forth in the special warranty deed, City hereby specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Corporation may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) tax consequences, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, (xiv) the merchantability of the Property or fitness of the Property for any particular purpose, or (xv) THE COMPLIANCE OF ALL OR ANY PART OF THE PROPERTY WITH APPLICABLE ENVIRONMENTAL LAWS, RULES AND/OR REGULATIONS WITH RESPECT TO HEALTH, THE ENVIRONMENT, AND ENDANGERED SPECIES AND WETLANDS (COLLECTIVELY, THE “ENVIRONMENTAL LAWS”) INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT OF 1980 (42 U.S.C. §9601, ET. SEQ.), AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. §6901, ET. SEQ.), AS AMENDED, THE ENDANGERED SPECIES ACT (16 U.S.C. §1531, ET SEQ.), AS AMENDED, THE HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C. § 5101, ET. SEQ.), AS AMENDED, THE CLEAN AIR ACT OF 1974 (42 U.S.C. § 7401, ET. SEQ.), AS AMENDED, THE CLEAN WATER ACT, (33 U.S.C. §1251, ET. SEQ.), AS AMENDED, THE TOXIC SUBSTANCES CONTROL ACT (15 U.S.C. § 2601, ET SEQ.), AS AMENDED, CHAPTER 361 OF THE TEXAS HEALTH & SAFETY CODE, AS AMENDED, THE TEXAS WATER CODE, AS AMENDED,

THE TEXAS NATURAL RESOURCE CODE, AS AMENDED, THE TEXAS SOLID WASTE DISPOSAL ACT, AS AMENDED, AND ALL OTHER FEDERAL, STATE AND LOCAL LAWS, STATUTES, ORDINANCES, RULES AND REGULATIONS, THAT REGULATE THE USE, STORAGE, TREATMENT, GENERATION, DISPOSAL, TRANSPORTATION, DISCHARGE, RELEASE, THREATENED RELEASE AND/OR REMEDIATION OF PETROLEUM AND PETROLEUM PRODUCTS, ASBESTOS AND ASBESTOS-CONTAINING MATERIALS IN ANY FORM, WHETHER FRIABLE OR NON-FRIABLE, POLYCHLORINATED BIPHENYLS, RADON GAS, FLAMMABLES, EXPLOSIVES, RADIOACTIVE SUBSTANCES, AND ALL OTHER SUBSTANCES, MATERIALS AND WASTES (WHETHER SOLID, LIQUID, OR GAS) THAT ARE NOW OR HEREAFTER CLASSIFIED, DEFINED, OR LISTED AS HAZARDOUS WASTES, HAZARDOUS MATERIALS, HAZARDOUS SUBSTANCES, POLLUTANTS, TOXIC WASTE, TOXIC MATERIALS AND/OR TOXIC SUBSTANCES; ; (xvi) THE EXISTENCE OF ASBESTOS, OIL, ARSENIC, PETROLEUM OR CHEMICAL LIQUIDS OR SOLIDS, LIQUID OR GASEOUS PRODUCTS OR HAZARDOUS SUBSTANCES AS THOSE TERMS AND SIMILAR TERMS ARE DEFINED OR USED IN APPLICABLE ENVIRONMENTAL LAWS. Corporation affirms that Corporation has not relied, and will not rely, on City's skill or judgment to select or furnish the Property for any particular purpose, that Corporation is experienced and sophisticated in real estate transactions, understands the contents of this Agreement, and that City makes no warranty that the Property is fit for any particular purpose.

(c) Corporation agrees that it is familiar with the Property and has examined and investigated the Property and that, in purchasing the Property, Corporation will rely solely upon its independent examination, study, inspection and knowledge of the Property, and Corporation is relying solely upon its own examination, study, inspection, and, except for representations and warranties specifically set forth herein and, except for the special warranties of title set forth in the special warranty deed, knowledge of the Property and Corporation's determination of the value of the Property and uses to which the Property may be put, and not on any information provided or to be provided by City.

(d) The provisions of this Section 8 shall survive the termination of this Agreement and the Closing.

9. **Compliance with Tex. Loc. Govt. Code §253.0125.** Corporation understands and acknowledges that City is transferring the Property to Corporation in Corporation's capacity to ensure use of the Property will promote the public purpose of economic development pursuant to Tex. Loc. Gov't Code §253.0125 without conducting an auction or soliciting competitive bids, but subject to the requirement that the Property be developed in accordance with the 380 Agreement. Corporation agrees that the resale of the Property to a third-party shall be subject to the 380 Agreement.

10. **Conditions of Closing.** Closing on this Agreement is expressly conditioned on and subject to the Corporation and City signing, acknowledging and delivering to Title Company for recording at Closing the 380 Agreement, which shall be filed prior to the deed.

11. **Remedies.** If a party hereto defaults, the non-defaulting party's sole remedy shall be to terminate this Agreement by providing written notice to the defaulting party. City and Corporation agree and acknowledge that this Agreement is not a contract for goods or services.

12. **Reservations.** City shall have the right to reserve at Closing for itself and its successors and assigns and the public such easements and rights-of-way shown on the final plat of the Property or which were previously dedicated to City by separate recorded instrument that may have been extinguished by operation of the merger of title doctrine at the time City acquired fee simple title to the Property, which shall constitute Permitted Exceptions at Closing to the extent they affect the Property.

15. **Notices.** Notices must be in writing to and given at the addresses stated on page 1 above. Notice given by delivery service or fax shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon receipt.

16. **Miscellaneous.**

(a) ***Entire Agreement.*** This Agreement contains the entire agreement between City and Corporation, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the sale contemplated by this Agreement other than the 380 Agreement.

(b) ***Modifications and Waiver.*** This Agreement may be amended only by an instrument in writing signed by both City and Corporation. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by both City and Corporation. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.

(c) ***Assignment.*** Neither party may assign its rights under this Agreement without the prior written consent of the other party.

(d) ***Time is of the Essence.*** Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

(e) ***Effective Date.*** The Effective Date of this Agreement shall be the last date on which the authorized representatives of the parties have signed this Agreement.

(f) ***Non-Business Day.*** If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next business day.

(g) **Headings.** Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

(h) **Brokers.** City and Corporation represent that no broker is involved in this Agreement.

(i) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(j) **Legal Construction.** In the event 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 other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) **Law Governing.** This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Grayson County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(l) **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing shall survive.

SIGNED AND AGREED this the _____ day of _____, 2023.

City of Denison, Texas

By: _____
Bobby Atteberry, Interim City Manager

SIGNED AND AGREED this the _____ day of _____, 2023.

**Business and Industrial Corporation of Denison,
Inc., dba Denison Development Alliance**

By: _____
Tony Kaai, President

RECEIPT OF CONTRACT

Title Company acknowledges receipt of a copy of this Agreement executed by both Corporation and City on the ____ day of _____, 2023.

By: _____

Name: _____

Title: _____

Attachment I
Form of 380 Agreement

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on a Professional Services Agreement for design of improvements to the North Texas Regional Airport, or NTRA, Wastewater Treatment Plant, with Plummer Engineering in an amount not to exceed \$417,515 and authorize the Interim City Manager to execute the same.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@cityofdenison.co

903-647-3335

Summary

- A condition assessment of NTRA was recently completed with a recommendation to decommission the treatment portion of the site and replace with a transfer lift station and peak flow storage basin.
- The condition and capacity of the facility and very limited discharge permit limits at the outfall site contributed to the recommendation.
- This contract provides design, bid, and construction support for improvements necessary for the plant to remain operational for 8-10 years.

Staff Recommendation

Staff recommends approval of the item.

Recommended Motion

"I move to approve the Professional Services Agreement for design of improvements to the North Texas Regional Airport, or NTRA, Wastewater Treatment Plant, with Plummer Engineering in an amount not to exceed \$417,515 and authorize the Interim City Manager to execute the same."

Background Information and Analysis

The North Texas Regional Airport (NTRA) Wastewater Treatment Plant (WWTP) was originally constructed during World War II and has had few major improvements since then. The NTRA "Condition Assessment and Capacity Evaluation" project identified several improvements required to keep the plant operational for the next 8 to 10 years before the plant will be decommissioned and replaced with a new transfer lift station and peak flow storage basin. This contract provides for design, bid, project management, and construction administration and observation for these improvements. The miscellaneous improvements consist of replacement of the existing aeration basin blowers, construction of a new aeration basin blower pad with a steel canopy, demolition of the administration building, installation of a sump pump in the sludge pump station, a new modular administration building, and replacement of the main electrical panel and installation of a service-rated automatic transfer switch, a power panel, new sludge pump VFDs, blower soft starters, clarifier starters, and a lighting panel. A generator docking station for a 100KW portable generator power panel will be provided to supply emergency power to the WWTP and chlorine facilities. Replacement of the fine bubble diffusers in the

aeration basin can also be included as an Additional Service. Design and bid should be completed by Q2 2024, with construction taking about 12 months.

Financial Considerations

Design and construction of the project will be funded by the Utility CIP.

Prior Board or Council Action

The Council approved the NTRA Wastewater Treatment Plant evaluation contract in June 2022.

Alternatives

Council may deny, modify, or table the item.

PLUMMER ASSOCIATES, INC.**AGREEMENT FOR ENGINEERING SERVICES**Project No. 0443-072-O-1679

THIS AGREEMENT is made and entered into as of the _____ day of _____, **2023**, by and between the **CITY OF DENISON, TEXAS**, (hereinafter called "Owner") and the firm of **PLUMMER ASSOCIATES, INC.**, a Texas Corporation with its corporate office at 1320 South University, Suite 300, Fort Worth, Tarrant County, Texas, (hereinafter called "Engineer").

OWNER INFORMATION

Name: <u>City of Denison, Texas</u>	Contact: _____
Billing Address: <u>P.O. Box 347</u>	Title: _____
<u>Denison, Texas 75021-0347</u>	Telephone: _____

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

SCOPE OF SERVICE:

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

GENERAL TERMS AND CONDITIONS:**1. Authorization to Proceed**

Execution of this Agreement by the Owner will be authorization for PLUMMER ASSOCIATES, INC. ("Engineer") to proceed with the work, unless otherwise provided for in this Agreement.

2. Salary Costs

Engineer's Salary Costs, when the basis of compensation, are the amount of wages or salaries paid Engineer's employees for work directly performed on Owner's Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

Engineer's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on Owner's Project by Engineer's employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

4. Direct Expenses

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

5. Cost Opinions

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

6. Termination

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

7. Compensation

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

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

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

The Owner will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

8. Insurance

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

9. Independent Consultant

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

10. Engineer's Personnel at the Project Site

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

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

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

11. Litigation Assistance

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

12. Venue

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

13. Severability and Survival

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

14. Interpretation

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

15. No Third Party Beneficiaries

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

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

16. Indemnity and Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, CONSULTANTS, AND EMPLOYEES FROM REASONABLE CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF ENGINEER'S NEGLIGENT ACT OR OMISSION OF ENGINEER, ITS CONSULTANTS, OR THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, OR EMPLOYEES ON SERVICES

PERFORMED UNDER THIS AGREEMENT PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT IN NO CASE SHALL THE ENGINEER BE REQUIRED TO PAY AN AMOUNT DISPROPORTIONAL TO ENGINEER'S CULPABILITY, OR ANY SHARE OF ANY AMOUNT LEVIED TO RECOGNIZE MORE THAN ACTUAL ECONOMIC DAMAGES

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

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

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

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

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

17. Documents and Notices

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

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

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

18. Assignment

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

Exhibit A – Scope of Services**Exhibit B – Compensation****Exhibit C – Insurance**

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

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

Owner:**Plummer Associates, Inc.:**

By _____

By _____

Title _____

Title _____

Date _____

Date _____

Exhibit A

Scope of Services

BACKGROUND

The North Texas Regional Airport (NTRA) Wastewater Treatment Plant (WWTP) was originally constructed during World War II and has had few major improvements since then. The NTRA "Condition Assessment and Capacity Evaluation" project identified several improvements required to keep the plant operational for the next 8 to 10 years before the plant will be decommissioned and replaced with a new transfer lift station and peak flow storage basin. The miscellaneous improvements consist of replacement of the existing aeration basin blowers, construction of a new aeration basin blower pad with a steel canopy, demolition of the administration building, installation of a sump pump in the sludge pump station, a new modular administration building, and replacement of the main electrical panel and installation of a service-rated automatic transfer switch, a power panel, new sludge pump VFDs, blower soft starters, clarifier starters, and a lighting panel. A generator docking station for a 100KW portable generator power panel will be provided to supply emergency power to the WWTP and chlorine facilities. Replacement of the fine bubble diffusers in the aeration basin can also be included as an Additional Service.

BASIC SERVICES

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

1. Design Phase Services
2. Advertisement and Bid Phase Services
3. Construction Phase Services
4. Limited On-Site Project Representation Services

The specific activities for each task are identified in the following sections. The number of prime construction contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

In the event that the Project designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Design Phase, develop a schedule for performance of Engineer's services during the Design, Advertisement and Bid, and Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit C whether or not the services under such contracts is to proceed concurrently.

1. Design Phase Services

- 1.1. Project Initiation: Engineer shall consult with the Owner to gather existing information relative to the Project including on-going or planned construction projects in the work area, location of existing utilities and underground facilities, design criteria, construction plans and drawings, mapping, existing subsurface and geotechnical reports, existing topography map and survey information, etc. Exhibits of existing systems shall be provided in electronic format if available.
- 1.2. The Engineer shall develop drawings and specification as follows:

1.2.1. General and Civil Drawings

- 1.2.1.1. General sheets will provide organization and a general understanding of the project to bidders. A hydraulic profile is not included, but can be provided as an Additional Service
- 1.2.1.2. A site layout will be provided showing locations of the new aeration basin blower pad and new modular administration building. Parking and fencing around the new modular building will be included on the site layout, as required.
- 1.2.1.3. Yard piping and grading. Grading shall be based upon existing topographic survey information. A new topographic survey is not included, but can be provided as an Additional Service.
- 1.2.1.4. Standard details.

1.2.2. Multistage Centrifugal Blowers Replacement Drawings and Specifications

- 1.2.2.1. The Engineer shall develop detailed drawings and specifications for the removal and replacement of the multistage centrifugal blowers that supply air to the aeration basins. The blowers will be located on a new concrete blower pad underneath a new steel canopy with new air piping that will connect to existing air piping in the yard.

1.2.3. Modular Administration Building Drawings and Specifications

- 1.2.3.1. The Engineer shall provide the design for an approximately 635 square foot modular office building to be constructed at the NTRA WWTP. The building is anticipated to include one (1) office, one (1) lab, one (1) restroom, and one (1) break room and include connections for water, sewer, and electrical service. The building will also include up to two (2) sets of exterior stairs leading up to exterior building doors. An ADA-compliant wheelchair ramp is assumed not to be needed but can be provided as an Additional Service. A front deck and canopy cover over the deck can also be provided as an Additional Service.
- 1.2.3.2. The Engineer will investigate up to three different modular building vendors.
- 1.2.3.3. The Engineer will develop a building layout generally based on the existing office and lab spaces in the existing administration building.
- 1.2.3.4. The Engineer will investigate permitting requirements and develop a plan of action for permitting, including participating in one (1) meeting with city permitting staff described below. It is understood that the Owner will obtain the permits; however, The Engineer can perform this work as an Additional Service.
- 1.2.3.5. Develop drawings and specifications to support the procurement and construction of the building and providing water, sewer, and electrical service and furnishings.

1.2.4. Existing Administration Building Drawings

- 1.2.4.1. The Engineer shall develop detailed drawings for demolition of the existing administration building.

1.2.5. Sludge Pump Station Drawings and Specifications

- 1.2.5.1. The Engineer shall develop detailed drawings and specifications for a new sump pump to be installed in the sludge pump station with associated piping and modifications.

1.2.6. Geotechnical Engineering

- 1.2.6.1. The Owner will hire a geotechnical engineering firm to perform soil boring(s) at the WWTP. The Engineer will coordinate with the Owner's geotechnical engineering firm as required for the design of the aeration basin blower pad and the new modular building pad.
- 1.2.6.2. The geotechnical engineering firm hired by the Owner will perform soil testing and develop foundation design parameters as required for the design efforts. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changes or unanticipated underground conditions may occur that could affect the total Project cost and/or execution. Such changed conditions and cost/execution impacts are not the responsibility of the Engineer.

1.2.7. Electrical System Drawings and Specifications

- 1.2.7.1. The Engineer shall develop detailed drawings and specifications for combining the two Oncor services in to one, a generator docking station for a 100KW portable generator power panel, VFDs for sludge pumps, soft starters for blowers, site lighting, refeeding chlorine building, clarifier starters, and feed to the new modular administration building. Equipment shall be placed on the new concrete blower pad with an overhead canopy. The system shall include SCADA system for remote monitoring.

- 1.2.8. Modify electrical power system, control system, and instrumentation as necessary to accommodate the above-referenced improvements.

- 1.2.9. Prepare supporting specifications to fully describe the intended work, convey the intent of the design, and to serve as the governing conditions for the General Contractor.

- 1.2.9.1. The Engineer shall utilize the Engineer's front-end documents (Division 0, which includes the Advertisement for Bids, contractual terms and conditions, etc.). These documents are based on the Engineers Joint Contract Documents Committee (EJCDC).

- 1.2.9.2. Technical specifications shall be prepared based on the Engineer's standard specifications.

- 1.2.10. Deliverables: The Engineer shall provide the following deliverables at both the 50% and 90% completion milestones.

- 1.2.10.1. Electronic copies of the half-size design drawings and specifications in PDF format.

- 1.2.10.2. Within 14 calendar days of receipt of each of the review documents, Owner shall submit to Engineer any comments regarding on the design drawings and specifications.
- 1.2.10.3. The Engineer shall provide a written response to the Owner's comments and modify design drawings and specifications incorporating required changes.
- 1.2.11. The Engineer will develop contract documents to comply with TCEQ requirements. The Engineer shall submit required notification to the TCEQ. When requested, the Engineer shall provide plans and specifications to the TCEQ for review.
- 1.2.12. The Engineer will develop final design drawings and specifications in accordance with comments and instructions from the Owner and reviewing agencies, as appropriate, and submit electronic copies of the engineer sealed final design documents, bidding documents, and a revised Opinion of Probable Construction Cost in PDF format.

1.3. Meetings and Site Visits

- 1.3.1. The Engineer shall conduct a Project Initiation Meeting with the Owner at the Owner's facility at the beginning of the Project to review and confirm the scope, schedule, resources, and responsibilities. Initiation meeting with the Owner shall clarify and define the Owner's expectations, requirements and responsibilities on the Project and review Engineer's services. The meeting shall discuss design concepts, information and documents, design criteria, outline specifications, and conceptual Opinion of Probable Construction Cost (OPCC).
 - 1.3.1.1. Confirm the Project objectives, scope of work, milestone schedule, and Owner expectations.
 - 1.3.1.2. Confirm and Identify information needed from the Owner for the Project and determine the most efficient method for obtaining information.
 - 1.3.1.3. Confirm critical Project success factors and Project deliverables.
 - 1.3.1.4. Identify reporting requirements and other information needed to manage and monitor the progress of this Project.
 - 1.3.1.5. Prepare draft meeting notes and list of action items resulting from meeting. Provide a draft copy of meeting notes in portable document format (PDF) to the Owner's Project Manager for distribution and review to Owner's staff.
 - 1.3.1.6. Prepare final meeting notes and list of action items incorporating comments from the Owner. Provide a final copy of meeting notes in PDF format to the Owner's Project Manager for distribution to the Owner's staff.
- 1.3.2. The Engineer shall conduct project review meetings at the 50% and 90% completion milestones. These meetings are to assist the Owner in preparing review comments for the Engineer.
 - 1.3.2.1. The Engineer shall prepare an agenda for and moderate the meetings.
 - 1.3.2.2. Prepare draft meeting notes and list of action items resulting from meeting. Provide a draft copy of meeting notes in PDF format to the Owner's Project Manager for distribution and review to Owner's staff.

1.3.2.3. Prepare final meeting notes and list of action items incorporating comments from the Owner. Provide a final copy of meeting notes in PDF format to the Owner's Project Manager for distribution to the Owner's staff.

1.3.3. The Engineer shall conduct a 0%, 50%, and 90% internal quality control meeting. Senior level staff not associated with the design of the project shall review and provide design recommendations to the design team. Meetings will be held at the Engineer's office in Fort Worth.

1.3.4. The Engineer will participate in one (1) meeting with the city permitting staff to discuss the best approach for permitting the building.

1.3.5. The Engineer will make up to one (1) additional site visit during design.

1.4. Opinion of Probable Construction Cost (OPCC) Development

1.4.1. The Engineer will prepare an OPCC for review by the Owner in conjunction with the design of improvements. The OPCC will be updated and submitted with both the 50% and 90% QC review of the plans and specifications. The Engineer will update the OPCC for submittal with the final sealed plans and specifications. The Engineer's projection of construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The Engineer does not warrant the accuracy of the opinion of probable construction cost.

1.5. Project Management and Quality Control

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

1.5.1.1. The Engineer shall coordinate efforts on project tasks identified above; including conducting internal team coordination meetings as required to accomplish the work.

1.5.1.2. The Engineer shall prepare a common monthly invoice.

2. Advertisement and Bid Phase Services

Upon acceptance by Owner of the final design and bid documents and the most recent Opinion of Probable Construction Cost as determined in the Design Phase, and upon written authorization by Owner to proceed, Engineer shall

2.1. Assist the Owner in the advertisement of the project for competitive bids. Services shall include:

2.1.1. Provide draft and final advertisement language (Advertisement for Bids) to the Owner for publication in the local news media, the cost of which shall be paid by the Owner.

2.1.2. Assist Owner in advertising and notifying construction news publications for and securing competitive bids for the Work.

2.1.3. Distribute bid documents, plans, and specifications for the project to prospective bidders via CivCast.

- 2.1.4. Assist the prospective bidders in interpreting the plans and specifications through the preparation and issuance of addenda to clarify, correct or change the bid documents.
- 2.1.5. Maintain a record of prospective bidders to whom Bidding Documents have been issued.
- 2.2. Coordinate, attend, and administer one (1) pre-bid conference for the project.
- 2.3. Assist the Owner in the opening, tabulation, analysis of the bids received and furnish recommendations on the award of the contracts or the appropriate actions to be taken by the Owner.
 - 2.3.1. Consult with Owner as to the acceptability of contractor, subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bid documents.
- 2.4. Following the opening of bids, the Engineer shall conform the contract documents including all addendum changes. The following contract document sets shall be provided.
 - 2.4.1. Up to three (3) sets of conformed documents, including up to one (1) full-size drawings, two (2) half-size drawings, and four (4) specification sets (one executed and three conformed) to the Owner.
 - 2.4.2. Up to three (3) sets of conformed documents, including up to two (2) full-size drawings, one (1) half-size drawings, and four (4) specification sets (one executed and three conformed) to the Contractor.
 - 2.4.3. Electronic set of conformed documents in PDF format.
- 2.5. Assist the Owner in coordinating the execution of the conformed contract documents.
- 2.6. Preparation of additional copies of the documents for the Owner or other parties will be performed by the Engineer as an Additional Service and the Engineer shall be entitled to additional compensation.
- 2.7. Project Management and Quality Control
 - 2.7.1. Provide project management for Advertisement and Bid Phase Services. Project management shall include updating the project management plan developed during Design Phase Services and implementing the plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the Owner on a regular basis.
 - 2.7.1.1. The Engineer shall coordinate efforts on project tasks identified above; including conducting internal team coordination meetings as required to accomplish the work.
 - 2.7.1.2. The Engineer shall prepare a common monthly invoice.

3. Construction Phase Services

- 3.1. General Construction Administration Phase services
 - 3.1.1. The Engineer's responsibility to provide Construction Phase Services under this Agreement commences with the award of the Contract for Construction and terminates at the end of the construction period for the Project including associated testing and startup services identified

in this Agreement. The scope of Construction Phase Services is based on a construction timeframe of ten (10) months from construction Notice to Proceed to construction substantial completion and twelve (12) months from construction Notice to Proceed to construction final completion.

- 3.1.2. Construction Phase duties, responsibilities, and limitations of the Engineer shall not be restricted, modified, or extended without agreement of the Owner and Engineer in writing.
- 3.1.3. The Owner's approval, acceptance, use of, or payments for all or any part of the Engineer's services hereunder or the Project itself shall in no way alter the Engineer's obligations to the Owner's rights herein.
- 3.1.4. The Engineer shall be a representative of and shall advise and consult the Owner during construction. The Engineer shall have the authority to act on behalf of the Owner only to the extent provided in this Agreement, unless otherwise modified by written instrument.
- 3.1.5. Engineer's Personnel at the Construction Site
 - 3.1.5.1. The presence and duties of the Engineer's personnel at a construction site whether as onsite representative or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or construction contractors or other entities, and do not relieve the construction contractors or other entity from their obligations, duties, responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the contract documents and any health and/or safety precautions related to such construction work.
 - 3.1.5.2. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except Engineer's own personnel.
 - 3.1.5.3. The presence of the Engineer's personnel at the construction site is for the purpose of providing the Engineer and the Owner a greater degree of confidence that the completed work will conform generally to the contract documents and that the integrity of the design concept, as reflected in the contract documents, has been implemented and preserved. The Engineer neither guarantees the performance of any construction contractor nor assumes responsibility for contractor's failure to perform the work in accordance with the contract documents.
- 3.1.6. The Engineer will provide, for use by the Owner and the selected contractor, an internet-based construction management system, including the following items:
 - 3.1.6.1. Establish and maintain the project construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. The monthly reports will coincide with monthly construction progress meetings.
 - 3.1.6.2. Monitor the progress of the contractor in sending and processing submittals to see the documentation is being processed in accordance with schedules.

3.1.7. The Engineer shall conduct one (1) pre-construction conference for the Project. Meeting shall be conducted with the Owner and contractor at the Owner's facility. At a minimum, the following items will be discussed at the pre-construction conference:

- 3.1.7.1. The construction schedules prepared by the contractor;
- 3.1.7.2. Schedule of values and payment procedures and schedules;
- 3.1.7.3. Designation of key personnel and their duties; and
- 3.1.7.4. Procedures for the construction administration of the Project.

3.1.8. Construction Progress Meetings and Site Visits

- 3.1.8.1. The Engineer will participate in up to ten (10) virtual monthly construction progress meetings for the Project at the Owner's facility. The Engineer's project manager, project engineer, and limited on-site project representative will attend these meetings. The Engineer will prepare and distribute agendas and meeting notes for each meeting.
- 3.1.8.2. The Engineer will make up two (2) additional site visits. The electrical engineer will make up to (1) additional site visit.
- 3.1.8.3. Additional meetings and/or site visits beyond those listed will be an Additional Service and the Engineer shall be entitled to additional compensation.

3.1.9. Shop Drawings and Submittal Review

- 3.1.9.1. The Engineer will review samples; catalog data; schedule; shop drawings; laboratory, shop, and mill tests of materials and equipment; and other data pursuant to the general conditions of the construction contract. Review quality related documents provided by the contractor such as test reports, equipment installation reports, or other documentation required by the construction contract documents. This review is for the benefit of the Owner and covers only general compliance with the information given by the construction contract documents. This review does not relieve the contractor of any responsibilities such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect the workers and the public, or the necessary measures to construct and complete a workable facility in accordance with the contract documents. The fee is based on up to thirty (30) submittals.
- 3.1.9.2. Evaluate and determine the acceptability of up to three (3) "or equals" and substitute materials and equipment.
- 3.1.9.3. Review operation and maintenance (O&M) manuals which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents. The fee is based on up to eight (8) O&M manuals (including preliminary and final versions).
- 3.1.9.4. Additional submittal reviews or substitute materials and/or equipment evaluations beyond those listed will be an Additional Service and the Engineer shall be entitled to additional compensation.

3.1.10. Requests for Information

- 3.1.10.1. The Engineer will interpret the intent of the plans and specifications and respond to requests for information (RFIs) for the Owner and contractors.
- 3.1.10.2. The fee is based on processing up to ten (10) RFIs.
- 3.1.10.3. Additional RFI responses beyond those listed will be an Additional Service and the Engineer shall be entitled to additional compensation.
- 3.1.11. Contract Modifications
 - 3.1.11.1. The Engineer will review contract modification request (CMRs) and prepare proposed contract modifications (PCMs) for items identified during construction that are necessary or requested by the Owner or contractor, but are not in accordance with the construction documents.
 - 3.1.11.2. The Engineer will prepare documentation for construction modifications required to implement modifications in the design of the Project.
 - 3.1.11.3. The fee is based on processing up to a total of two (2) CMRs or PCMs and up to a total of two (2) field/change orders.
 - 3.1.11.4. Additional contract modifications beyond those listed will be an Additional Service and the Engineer shall be entitled to additional compensation.
 - 3.1.11.5. Investigations, analyses, studies, or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an Additional Service. Substitutions of materials or equipment or design modifications requested by the Owner are an Additional Service and the Engineer shall be entitled to additional compensation.
- 3.1.12. Pay Estimates
 - 3.1.12.1. The Engineer will review and comment on a maximum of twelve (12) estimates for payment to contractor, pursuant to the general conditions of the construction contract. Recommendations by the Engineer to the Owner for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent: that continuous or detailed examinations have been made by the Engineer to ascertain that the construction contractor has completed the work in exact accordance with the contract documents; that the final work will be acceptable in all aspects; that the Engineer has made an examination to ascertain how or for what purpose the construction contractor has used the monies paid; that title to any of the work, materials, or equipment passed to the Owner free and clear of liens, claims, security interest, or encumbrances; or that there are no other matters at issue between the Owner and the construction contractor that affect the amount that should be paid.
 - 3.1.12.2. Verification of quantities and completion of work shall be the responsibility of assigned Owner or 3rd Party Resident Representative Staff. Such verifications shall take place in advance of the Engineer's review.
- 3.1.13. Substantial and Final Review

3.1.13.1. The Engineer will conduct, in the company of the Owner's representative, a substantial completion review for the project for conformance with the design concept of the project and general compliance with the contract documents and provide a list of deficiencies to the contractor.

3.1.13.2. The Engineer will conduct, in the company of the Owner's representative, a final review for the project for conformance with the design concept of the project and general compliance with the contract documents, verify that items identified on the deficiency list from the substantial completion review have been completed, and make recommendation for final payment to the contractor.

3.1.14. Record ("As-Built") Drawings

3.1.14.1. The contractor will provide to the Engineer red-line drawings for use in the development of the record drawings. In the event that the contractor does not provide adequate red-line drawings and the Engineer must develop the record drawings based on in-depth investigation and research will be considered an Additional Service and the Engineer shall be entitled to additional compensation.

3.1.14.2. The Engineer will revise the construction drawings in accordance with the information furnished by the contractor reflecting changes to the project made during construction. Record drawings are defined as the drawings produced by the Engineer's modifications to the original design drawings to reflect the changes during the construction.

3.1.14.3. The Engineer will prepare record drawings, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed.

3.1.14.4. The Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

3.1.14.5. Record drawings for the project will be issued by the Engineer within sixty (60) days after the comments and markups are provided by the contractor, and the Owner.

3.1.14.6. The Engineer will provide the Owner with digital copies in electronic PDF format, four (4) half-sized (11" x 17") sets of plans (bound, bond), and one (1) full-sized (22" x 34") sets of plans (bound, bond) to the Owner. No technical specification books will be provided.

3.2. Project Management

3.2.1. Provide project management for Construction Phase Services, including Limited On-Site Project Representation Services. Project management shall include updating the project management plan developed during Design Phase Services and updated during Advertisement and Bid Phase Services and implementing the plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; and providing updates to the Owner on a regular basis.

3.2.1.1. The Engineer shall coordinate efforts on project tasks identified above; including conducting internal team coordination meetings as required to accomplish the work.

3.2.1.2. The Engineer shall prepare a common monthly invoice.

4. Limited On-Site Project Representation Services

- 4.1. The Engineer shall furnish a Limited On-Site Project Representative ("LOPR") to assist Engineer in observing progress and quality of the Work. The LOPR shall provide part-time representation based on no more than forty (40) site visits. The site visits are anticipated to have durations of up to eight (8) hours. If additional time is required, the Engineer will receive additional compensation or relief by Owner's personnel.
- 4.2. Through the LOPR's observations of the contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such LOPR field checks or as a result of such LOPR observations of Contractor's work in progress, supervise, direct, or have control over contractor's Work, nor shall Engineer (including the LOPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including LOPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- 4.3. The duties and responsibilities of the LOPR are as follows:
 - 4.3.1. LOPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding LOPR's actions. LOPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. LOPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. LOPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 4.3.2. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - 4.3.3. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - 4.3.4. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - 4.3.5. Conduct on-site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to Engineer whenever LOPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that LOPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
 - 4.3.6. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate

details relative to the test procedures and systems start-ups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

- 4.3.7. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- 4.3.8. Participate in monthly construction progress meetings with the Owner and contractor.
- 4.3.9. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- 4.3.10. Participate in a final visit to the Project in the company of Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- 4.3.11. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- 4.3.12. LOPR shall not:
 - 4.3.12.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 4.3.12.2. Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 4.3.12.3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
 - 4.3.12.4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - 4.3.12.5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 4.3.12.6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 4.3.12.7. Authorize Owner to occupy the Project in whole or in part.

5. Schedule

The time period for performance of Design and Advertisement and Bid Phase services identified under Basic Services as detailed above shall be completed within 270 days of the execution date of this Agreement plus such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the final design documents, if such approval is to be obtained during the Design Phase. The Construction Phase services are based on a final construction schedule of 12 calendar months. If the construction schedule is extended, the additional meeting time and site visits would be considered an Additional Service and the Engineer will be entitled to additional compensation.

6. Additional Services

- 6.1. Additional Services are those services not included in General Services that may be required for the Project, but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following:
- 6.1.1. Design of other improvements not identified in Basic Services.
 - 6.1.2. Additional meetings or site visits other than those listed in Basic Services.
 - 6.1.3. Development of detailed drawings and specifications for removal and replacement of the fine bubble diffusers in the aeration basins.
 - 6.1.4. Surveying, including, but not limited to topographic surveying at the NTRA WWTP.
 - 6.1.5. Population or flow projections.
 - 6.1.6. Other services beyond those included in Basic Services that are approved by the Owner.
 - 6.1.7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 - 6.1.8. Providing additional hard copies of technical memorandums, reports, plans, specifications, OPCCs, and contract documents beyond those specifically described in Basic and Special Services.
 - 6.1.9. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation, review, or payment of fees for environmental assessments and impact statements, storm water discharge permits, 404 permit applications, or any other type of permit; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 6.1.10. Services to investigate existing conditions of facilities (in addition to those furnished under Basic Services), make measured drawings of, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 6.1.11. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 - 6.1.12. Modifications to the design of improvements previously approved by the Owner by acceptance without comment on conceptual or detailed design progress submittals.
 - 6.1.13. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

- 6.1.14. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof or other services attributable to more than one prime construction contract.
- 6.1.15. Providing renderings or models for Owner's use.
- 6.1.16. Preparation of operation and maintenance manuals if not already in the scope of services.
- 6.1.17. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required.
- 6.1.18. Services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the construction contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project; evaluation and determination of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract, above the number specified under Basic Services.
- 6.1.19. Services requiring out-of-town travel of Engineer other than for visits to the Site or Owner's office.
- 6.1.20. Providing construction surveys and staking to enable Contractor to perform its work.
- 6.1.21. Property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- 6.1.22. Processing additional shop drawings, operation and maintenance manuals, requests for information, payment requests/applications, or contract modifications above the numbers specified under Basic Services.
- 6.1.23. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 6.1.24. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- 6.1.25. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
- 6.1.26. Easement acquisition assistance or aid in acquiring property in fee, including in-house labor by the Engineer, subconsultant services or property appraisals.
- 6.1.27. Corrosion studies.
- 6.1.28. Archeological investigations.
- 6.1.29. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 6.1.30. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or

delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

- 6.1.31. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided in Basic or Special Services.
- 6.1.32. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- 6.1.33. Public relation activities.
- 6.1.34. Services known to be required for completion of the Project that the Owner agrees are to be furnished by the Engineer or by a subconsultant that cannot be defined sufficiently at this time to establish the maximum compensation.
- 6.1.35. Services in connection with work change directives and change orders to reflect changes requested by Owner.

Exhibit B

Compensation

1. Basic and Additional Services of Engineer

Owner shall pay Engineer for Basic Services of Engineer rendered for "Scope of Services" as provided in this agreement. Fees shall be paid per Article 7 of the General Terms and Conditions. Additional Services of Engineer, which may be required by the Owner, and mutually agreed upon by the Owner and Engineer, with written authorization from the Owner, shall be paid on a cost reimbursable basis based on actual hours and costs in accordance with Exhibit B-1.

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

Task Item	Task Name	Budgeted Amount	Payment Terms
BASIC SERVICES			
Task 1	Design Phase Services	\$195,057.00	Lump Sum
Task 2	Advertisement and Bid Phase Services	\$27,703.00	
Task 3	Construction Phase Services	\$95,994.00	Not-to Exceed (Time and Materials)
Task 4	Limited On-site Project Representation Services	\$78,761.00	
ADDITIONAL SERVICES			
Task 6	Additional Services as Designated by Owner	\$20,000.00	Not-to Exceed (Time and Materials)
TOTAL BASIC AND ADDITIONAL SERVICES		\$417,515.00	

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

Compensation for Basic Engineering Services Task Items 1 and 2 shall be a lump sum amount of \$222,760.00.

The Engineer will perform the services described in the Basic Engineering Services Task Items 3 and 4 for a total not-to-exceed compensation amount of \$174,755.00. Additionally, the Engineer will perform Additional Services that are mutually agreed upon by the Owner and Engineer and with written authorization from the Owner for a total not-to-exceed compensation amount of \$20,000.00.

2. Definitions

Direct Labor Cost: Salaries and wages paid to Engineer's personnel engaged directly on the Project, but

do not include indirect costs, insurance costs, fringe benefits, overhead or profit. Direct Labor Cost is subject to annual calendar year adjustments.

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

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

**TABLE B-1
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2023**

Staff Description	Staff Code	Range of Billing Rates
Admin Staff	A1-A3	\$ 85.00 - \$ 115.00
Senior Admin Staff	A4	\$ 100.00 - \$ 125.00
Designer/Technician	C1-C2	\$ 80.00 - \$ 130.00
Designer/Technician III	C3	\$ 110.00 - \$ 140.00
Senior Designer/Technician	C4	\$ 130.00 - \$ 180.00
Engineer/Scientist Intern	ES0	\$ 50.00 - \$ 95.00
Engineer-in-Training/Scientist-in-Training	ES1-ES2	\$ 95.00 - \$ 150.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$ 100.00 - \$ 170.00
Project Engineer/Scientist	ES4	\$ 120.00 - \$ 190.00
Senior Project Engineer/Scientist	ES5	\$ 135.00 - \$ 210.00
Project Manager	ES6	\$ 180.00 - \$ 290.00
Senior Project Manager	ES7	\$ 220.00 - \$ 300.00
Principal I	ES8	\$ 275.00 - \$ 350.00
Principal II	ES9	\$ 325.00 - \$ 430.00
Electrical Engineer in Training I	EE1	\$ 95.00 - \$ 140.00
Electrical Engineer in Training II	EE2	\$ 110.00 - \$ 150.00
Electrical Engineer in Training III	EE3	\$ 130.00 - \$ 180.00
Electrical Specialist	EE4	\$ 150.00 - \$ 210.00
Programmer	EE5	\$ 165.00 - \$ 240.00
Programmer II	EE6	\$ 170.00 - \$ 260.00
Senior Electrical Engineer	EE7	\$ 260.00 - \$ 330.00
Construction Manager in Training (CMIT)	CM 1 - 3	\$ 95.00 - \$ 170.00
Construction Manager	CM 4 – CM 6	\$ 120.00 - \$ 290.00
Sr. Construction Manager	CM 7 – CM 8	\$ 220.00 - \$ 350.00
Resident Project Rep. I	RR1	\$ 85.00 - \$ 120.00
Resident Project Rep. II	RR2	\$ 100.00 - \$ 130.00
Resident Project Rep. III	RR3	\$ 105.00 - \$ 170.00
Lead Resident Project Rep.	RR4	\$ 120.00 - \$ 180.00
Field Technician I	LS1	\$ 65.00 - \$ 100.00
Field Technician II	LS2	\$ 80.00 - \$ 130.00
Survey Specialist I	LS3	\$ 100.00 - \$ 140.00

Survey Specialist II	LS4	\$ 110.00 - \$ 145.00
Survey Analyst	LS5	\$ 115.00 - \$ 155.00
Chief of Parties	LS6	\$ 125.00 - \$ 170.00
Registered Professional Land Surveyor	LS7	\$ 225.00 - \$ 295.00

Billing rates are based on "salary cost" times a multiplier of 2.3.

Salary cost is based on direct payroll costs times 1.43. Salary cost includes direct payroll costs, payroll taxes, vacation, holiday, sick leave, employee insurance, and other fringe.

Range of billing rates shown may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement. The multipliers shown will not be adjusted.

A multiplier of 1.15 will be applied to all direct expenses.

A multiplier of 1.10 will be applied to all sub-consultant expenses.

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

Exhibit C**Insurance**

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

I. Workers Compensation and Employer's Liability:

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

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

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

Required Endorsements:

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

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

Notice of Cancellation – as required by Section 6 below.
Waiver of Subrogation – as required by Section 7 below.

III. Umbrella Liability:

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

Required Endorsements:

Notice of Cancellation – as required by Section 6 below.
Waiver of Subrogation – as required by Section 7 below.

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

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

Required Endorsements:

Notice of Cancellation – as required by Section 6 below.

Waiver of Subrogation – as required by Section 7 below.

V. Professional Liability:

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

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

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

VII. Waiver of Subrogation:

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

VIII. Evidence of Insurance:

Certificates of Insurance shall be attached hereto.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on entering into an agreement with RJN Group Inc. to provide an LSL (Lead Service Line) Inventory in an amount not to exceed \$452,625.00 and authorize the Interim City Manager to execute the same.

Staff Contact

Fanchon Stearns, CIP Manager
fstearns@cityofdenison.com
903-465-2720 ext. 2085

Summary

- Pursuant to the Lead and Copper Rule revision issued by the Environmental Protection Agency issued in 2021, the City must commence preparation of the mandated LSL Inventory due to the EPA by October 16, 2024.
- Under the agreement, RJN will conduct LSL inventorying in two phases, with 50% of service lines inventoried in the first phase and the remaining lines inventoried in the second phase.
- Phase I of the LSL Agreement has a not to exceed amount of \$452,625. This will be paid out of the CIP fund.
- Phase II of the LSL Agreement may possibly be funded by the Texas Water Development Board (TWDB).

Staff Recommendation

Staff recommends approving the LSL Inventory Agreement.

Recommended Motion

“I move to approve entering into an LSL Inventory Services Agreement with RJN Group Inc. in an amount not to exceed \$452,625 and authorize the Interim City Manager to execute the same.”

Background Information and Analysis

Under the LSL Inventory Agreement, RJN Group will perform a lead service line inventory broken into two phases. Phase 1 LSL Inventory will consist of inventorying 50% of the current 12,400 water service lines. The scope of work will consist of project management and reviewing system mapping, GIS, and billing. If records do not reflect actual in-field conditions then RJN will investigate sites, perform field surveys, and locate, access, expose and inventory specific service lines as indicated in Exhibit A of the agreement.

Phase II of the LSL Inventory will consist of the remaining 50% of the City's water service lines and will commence following receipt of the LSL Program funding from the Texas Water Development Board (TWDB). The TWDB approved the Final Intended Use Plan on August 9th, 2023 and the City was approved as an eligible applicant.

Financial Considerations

Phase I of the LSL Agreement has a not to exceed amount of \$452,625. Pricing breakdown is detailed in Exhibit B of the Agreement. This will be paid out of the CIP fund.

Phase II of the LSL agreement may possibly be funded by the Texas Water Development Board (TWDB). Details provided in Exhibit A and B of the Agreement.

Prior Board or Council Action

None

Alternatives

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

GENERAL SERVICES AGREEMENT

BETWEEN

CITY OF DENISON

AND

RJN GROUP, INC.

THIS AGREEMENT dated August 21, 2023 by and between the City of Denison, hereinafter called OWNER and RJN GROUP, INC., with an office in Downers Grove, Illinois, hereinafter called ENGINEER.

WHEREAS the OWNER pursuant to the Lead and Copper Rule revisions issued by the Environmental Protection Agency on 15, 2021, desires to commence preparation of the mandated Lead Service Line (LSL) Inventory due to EPA by October 16, 2024.

WHEREAS the OWNER intends to conduct the inventory in two phases - the **Phases I Inventory** will consist of 50% of the current 12,400 water services and will commence upon approval by the Denison City Council; the **Phase II LSL Inventory** consists of the remaining 50% of the Denison water services and will commence **following receipt of LSL Program funding** from the TWDB.

WHEREAS the OWNER will conduct all Inventory work in compliance with the EPA/Texas Commission on Environmental Quality (TCEQ) guidelines and will seek reimbursement for all eligible expenses associated inventory work performed.

WHEREAS the OWNER desires to retain the professional services of the ENGINEER for a period of (1) year, for a project generally described as Phase I Lead Services Line (LSL) Inventory Support Services.

WHEREAS the ENGINEER desires to perform such services to the OWNER in accordance with the terms and conditions of the AGREEMENT.

NOW, THEREFORE, in consideration of the above recitals, the mutual promises and covenants hereinafter set forth, the parties hereto agree as follows:

Section I - Basic Services of ENGINEER

The specific services which the ENGINEER agrees to furnish are as indicated in the Exhibit A "Scope of Services" which is hereby incorporated by reference and made part of this AGREEMENT.

Changes in the indicated Scope of Services shall be subject to renegotiation and implemented through an Amendment of this AGREEMENT. A detailed Scope of Work and fee will be submitted and authorized by the City prior to commencement of any Task Order request.

Section II - Future Services of ENGINEER

The ENGINEER is available to furnish and perform, under an Amendment or a separately negotiated agreement, future services to supplement this work.

Section III - Schedule of Services

A. Completion Time

For those services described in Section I, the ENGINEER shall make every reasonable effort to schedule manpower and service elements in a diligent manner. It is recognized by both parties that actions of regulatory agencies and/or others may affect the final project schedule. The services described shall be performed as weather and other physical conditions permit. The ENGINEER shall not be liable to the OWNER, if delayed in, or prevented from performing the work as specified herein through any cause or causes beyond the control of the ENGINEER and not caused by his own fault or negligence. Exhibit B "Pricing - Phase I Lead Service Line Inventory" is hereby incorporated by reference and made part of this AGREEMENT.

Section IV - Payment for Services

Payment to ENGINEER shall be made as follows:

A. Payment for Services

The OWNER recognizes that time is of the essence with respect to payment of the ENGINEER's invoices, and that timely payment is a material part of the consideration of this AGREEMENT.

Payment for services rendered shall be made to the OWNER at the end of each month's billing cycle upon presentation of the ENGINEER's monthly statement. ENGINEER will provide to the OWNER a detailed statement of tasks by classification and reimbursement expenses. Total payment shall not exceed the forestated amounts without prior authorization by the OWNER.

OWNER shall pay invoices upon receipt in a timely manner. If the OWNER objects to all or any portion of an invoice or asserts a claim against the services performed or claims the services have not been performed as per this Agreement, the OWNER shall so notify the ENGINEER within ten (10) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute.

OWNER has the right to appeal or ask for clarification of any ENGINEER's billing within ten (10) days of date of billing and has the right to make a claim for work performed which is not in accordance with this Agreement. Until said appeal is resolved, or clarification is issued, no interest will accrue on monies due. The OWNER shall exercise reasonableness in contesting any invoice or portion thereof. Any payment in dispute by the OWNER shall not be deemed waived nor forgiven, unless such objection is agreed upon in writing by the ENGINEER, or if agreement cannot be reached, such shall be finally resolved by mediation or arbitration in accordance with Section VII (k). If it is determined in an action under (VII)(k) that the objection of the OWNER was not in good faith or was not reasonable, the accrued interest shall be deemed earned from the date the disputed amount was originally due.

Section V - Services to be Provided by the Owner

A. Authorization to Proceed

The OWNER shall authorize the ENGINEER to proceed prior to the ENGINEER starting work. A separate authorization to proceed will be provided for each task assignment made by the Owner.

B. Access to Facilities and Property

The OWNER shall make its system facilities and properties available and accessible for inspection by the ENGINEER and arrange for access to make all provisions for the ENGINEER to enter upon public property as required for the ENGINEER to perform his services.

C. Prompt Notice

The OWNER shall give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services, or any defect in the service or work of the ENGINEER or Contractors in order that the ENGINEER may take prompt, effective measures, which in the ENGINEER's opinion, will minimize the consequences of a defect.

D. Compensation of a Cost Not to Exceed

For basic services, as enumerated in Section I, the OWNER shall pay the ENGINEER a maximum not to exceed cost based upon the specific scope and fee of the assigned task of \$452,625. Payments as described hereinafter shall represent full compensation to the ENGINEER for all payroll costs, expenses, current overhead, profit, and all other costs in connection with the performance of these services. The ENGINEER, if requested, shall provide documentation to the OWNER of all costs in connection with the performance of these services.

All prices will remain firm for the initial term of the Agreement period. Any de-escalation/escalation in prices will be made on an annual basis thereafter at the sole discretion of the OWNER. Requests for price adjustments must be made by the ENGINEER in writing at least sixty (30) days in advance. The baseline for determining price adjustments will be based upon the closing date of the solicitation. All requests for price increase or decrease are subject to review and approval by the ENGINEER. The maximum increase will have a ceiling of 5% annually and a net decrease of 5% annually. Changes in prices shall be based on the U.S. Bureau of Labor Statistics, Employment Cost Index, average increase or decrease for the most recent calendar year (see <http://www.bls.gov/ECI>; update with the appropriate ECI Index, CIU1010000100000A and Management, Professional, and Related).

E. Changes of Scope

In the event additional services are required through changes in the scope of the Project, or other unusual or unforeseen circumstances are encountered, or for other consulting services, ENGINEER shall, upon written authorization by the OWNER, perform the additional services as mutually agreed by both parties by supplemental agreement. If renegotiated terms cannot be agreed to, the OWNER agrees that the ENGINEER has an absolute right to terminate the AGREEMENT.

Section VI - Phase I Lead Services Line Inventory Cost and Opinions of Cost

The ENGINEER shall submit to the OWNER an opinion of the probable cost required to complete an inventory of 50% of the current 12,400 water service lines within the Denison Water System. The ENGINEER's opinion will be based solely upon its own experience with conducting field inventories for municipal water systems. This requires the ENGINEER to make a number of assumptions as to actual conditions that will be encountered on site recognizing that assumptions cannot account for unknown conditions encountered on site nor the pricing or the ability of field staff to perform the Project; the specific decisions of other design professionals engaged; the cost and extent of labor, equipment and materials the contractor will employ, including cost increases which may occur per the terms of the inventory contract; and other factors over which the ENGINEER has no control. Given the assumptions which must be made, the ENGINEER cannot guarantee the accuracy of its opinions of cost, nor does it have control over the contract charges of proposed contractors, and, in recognition of that fact, the OWNER specifically waives any claim of any nature against the ENGINEER relative to the accuracy of the ENGINEER's opinion of inventory cost. If prior to the Bidding or Negotiation Phase, OWNER wishes greater assurance as to Total Project Costs, OWNER shall employ an independent cost estimator.

Section VII - General Considerations

A. Standard of Practice

Services performed by the ENGINEER under this AGREEMENT will be conducted in accordance with mandated EPA/Texas Commission on Environmental Quality (TCEQ) Lead Services Line Inventory guidelines (TDEQ 20943) dated 12/1/2022 and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession typically used when conducting field inventory services. No other representation expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

B. Survival

All obligations arising prior to the termination of this AGREEMENT and all provisions of this AGREEMENT allocating responsibility or liability between the OWNER and the ENGINEER shall survive the completion of the services hereunder and the termination of this AGREEMENT.

C. Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the ENGINEER as instruments of service are deemed work product of the ENGINEER and is deemed confidential and proprietary information and the sole property of the Engineer ("Work Product") including all copyrights and statutory and common law rights to the Work Product. The Work Product is hereby provided and licensed to the OWNER in perpetuity as long as and only to the extent such is utilized for the Project and no other purpose. OWNER may not disclose the Work Product to any parties but for purposes of the Project and its future operation including maintenance or modification of the Purpose in the future. In the event of disclosure of any Work Product by OWNER which is not in compliance with the terms herein, it is agreed that monetary damages may not be sufficient alone, and that the ENGINEER would be entitled to proceed to request an injunction, without bond, in addition to further rights at law or equity.

OWNER may make and retain copies for information and reference in connection with the use and occupancy of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER's independent professional associates or consultants, and OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising from or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

The ENGINEER shall retain these records for a period of five (5) years following submission of its final report if required or upon completion of the Project. If the OWNER wishes the ENGINEER to retain documents for a longer period, the OWNER shall so specify in advance, in writing, and shall pay in a timely manner all charges agreed to for the ENGINEER's maintenance of such documents beyond the time period otherwise prevailing.

D. Insurance

The ENGINEER shall procure and maintain insurance for the entire project period and for a period of one (1) year thereafter, with the following coverages:

1. Workmen's Compensation Insurance in the statutory amount, including Employer's Liability Insurance for its employees.
2. The following on an Occurrence basis: (i) Comprehensive General Liability Insurance, covering bodily injury and property damage with a combined single limit of \$1,000,000 per occurrence; Comprehensive Automobile Liability Insurance, including operation of owned, non-owned, and hired automobiles or vehicles, covering bodily injury with limits of \$1,000,000 per person and \$1,000,000 per occurrence; property damage with limits of \$100,000 per occurrence.
3. Professional Liability insurance of \$1,000,000 per claim.
4. The premium to be expended for all the above-mentioned policies of insurance shall be paid by ENGINEER. The policies of insurance, certificates of insurance, and the insurance company or insurance companies issuing such policies or certificates of insurance must be acceptable to OWNER.
5. All certificates of insurance must be issued indicating that such policies of certificates are applicable to work being performed under a specific contract or to all work performed by ENGINEER for OWNER.
6. Certificates of Insurance shall be completed and submitted to OWNER before issuance of Notice-to-Proceed.
7. ENGINEER shall provide thirty (30) days written notification of any change in the coverage amounts set forth in 1 thru 3 above. The insurance companies shall provide not less than thirty (30) days written notice of any cancellation of the above referenced policies. Such required notification by ENGINEER must be sent via Registered or Certified Mail or by overnight carrier to the address indicated below:

Ronnie Bates
Director of Public Works

City of Denison
300 W. Main St.
PO Box 347
Denison, TX 75020

8. The OWNER shall be named as an additional insured on the General Liability and Business Auto Liability insurance.

E. Buried Utilities and Subsurface Risks including Environmental Risks

The ENGINEER will conduct the research that in its professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the site's surface. The OWNER recognizes that the ENGINEER's research may not identify all subsurface utility lines and man-made objects, and that the information upon which the ENGINEER relies may contain errors or may not be complete. The ENGINEER will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of utilities and other man-made objects beneath the site's surface.

ENGINEER's damaging underground utilities or other man-made objects that were not called to the ENGINEER's attention or which were not properly located on plans furnished to the ENGINEER for any time spent or expenses incurred by the ENGINEER in defense of any such claim, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy.

OWNER agrees and acknowledges that ENGINEER, its principals, employees, agents, or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials commonly known as Hazardous Materials. Hazardous Material" means any hazardous, toxic, or dangerous waste, substance or material, as defined for purposes of the CERCLA including asbestos, which would be in violation of any of the laws, rules or regulations pertaining to Hazardous Materials, which would require remediation. For the purposes of this Agreement, the term "Hazardous Material" shall include any substance defined as a "hazardous substance", "toxic substance", "industrial process waste", or "special waste" in CERCLA, except that for purposes of this Agreement the definition of Hazardous Material shall include petroleum, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas. To the extent such are discovered during the Project, ENGINEER shall not be responsible or liable for failing to discover same or anticipating the presence of same or any costs or expenses relating to same.

The OWNER acknowledges that the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials relating to Hazardous Materials and agrees to indemnify, defend and hold ENGINEER harmless from any claims relating to the discovery or presence of Hazardous Materials.

The OWNER recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with the appropriate equipment and experienced personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain conditions, because they are hidden and therefore cannot be considered in development of a subsurface exploration program. For similar reasons, actual environmental, geologic, and geotechnical conditions that the ENGINEER properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the OWNER recognizes that, because of natural occurrences or direct or indirect human intervention at the site or a distance from it, actual conditions discovered may quickly change. The OWNER realizes that nothing can be done to eliminate these risks altogether, but certain techniques can be applied to help reduce them. The ENGINEER is available to explain these risks and risk reduction methods to the OWNER but, in any event, the scope of services included with this AGREEMENT is that which the OWNER agreed to or selected considering his or her own risk preferences and other considerations.

F. Termination of Services

This AGREEMENT may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party. Such termination may not be effected unless the other party is given not less than ten (10) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation with the terminating party and ten (10) days to cure such substantial failure.

Irrespective of which party shall effect termination or the cause therefore, the OWNER shall within forty-five (45) calendar days of termination remunerate the ENGINEER for services rendered and costs incurred, in accordance with the ENGINEER's prevailing fee schedule and expense reimbursement policy. Service shall include those rendered to the time of termination, as well as those associated with termination itself, such as demobilizing, modifying schedules, reassigning personnel, and so on. Costs shall include those incurred to the time of termination, as well as those associated with termination and post-termination activities. Such costs shall not include payments to third parties engaged by the ENGINEER for services not yet performed.

The OWNER may terminate this AGREEMENT with or without cause or reason. Upon receipt of a notice of termination from OWNER, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER (subject to "Reuse of Documents" provisions) all data, drawings, specifications,

reports, estimates, summaries, and other information and materials accumulated by the ENGINEER in performing this AGREEMENT, whether completed or in progress.

G. Controlling Law and Disputes

If any of the provisions of this AGREEMENT are invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted. However, the OWNER and the ENGINEER will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing or achieving the intent of the original provision. This AGREEMENT shall be governed by the laws of the State of Texas, Tarrant County.

The parties agree that they shall reasonably attempt to resolve any disputes regarding the interpretation of this AGREEMENT by informal negotiation, the final resolution of which disputes shall require the agreement of both parties or be resolved by mediation or arbitration per subsection (J) below.

H. Successors and Assigns

The OWNER and the ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this AGREEMENT and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

Neither the OWNER nor the ENGINEER shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the ENGINEER from employing such independent consultants, associates, and subcontractors as it may deem appropriate to assist it in the performance of services hereunder.

The ENGINEER's use of others for additional services shall not be unreasonably restricted by the OWNER provided the ENGINEER notifies the OWNER in advance. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER, and all duties and responsibilities undertaken herein will be for the sole and exclusive benefit of the OWNER and the ENGINEER and not for the benefit of any other party.

I. Dispute Resolution

All claims, disputes or controversies arising from, or in relation to, the interpretation, application or enforcement of this AGREEMENT shall be decided through mediation or arbitration whichever is mutually agreed upon by OWNER and ENGINEER.

J. Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control, including but not limited to (i) epidemic and or pandemic, which prevents performance of the obligations hereunder or performance is limited or prohibited by reason of government administrative mandates or recommendation of health officials preventing the party to perform, (ii) acts of war, terrorism, civil unrest, or severe weather preventing performance, (iii) environmental conditions caused by unknown Hazardous Materials not known of at the date of this Agreement, (iv) strikes by suppliers or contractors, any of which cause the party to be unable to perform its obligations under the Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon.

Performance shall be delayed during the period of the occurrences and shall be reinstated upon the end of the event and performance shall be rescheduled considering the lost time and start up required to reasonably commence work again with a revised schedule as if the time period had not occurred but starting at the end of the Force Majeure. The party claiming Force Majeure shall provide written notice to the other party within five (5) business days of the occurrence and within two (2) business days of the termination. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.

K. Engineer Liability

ENGINEER shall be responsible for all damages to life and property due to his activities or those of his agents or employees in connection with his services, except to the extent contributed to or caused by others and it is expressly understood that ENGINEER shall indemnify and hold OWNER harmless from any claims, suits, action, damages, and cost to every name and description arising out of or resulting from the performance of services rendered by ENGINEER under this Agreement, not to exceed the coverage provided in the required insurance policies set forth in Section VII D .

IN WITNESS THEREOF, the parties hereto have caused this AGREEMENT to be executed this _____ day of _____, 20____.

For the OWNER:

Name

Bobby Atteberry
Printed

City Manager
Title

ATTEST:

For the ENGINEER:

RJN GROUP, INC.

Name

Daniel Jackson, PE
Printed

Sr. Vice President
Title

Exhibit A - Scope of Services – Phase I Lead Service Line Inventory

Exhibit B – Pricing – Phase I Lead Service Line Inventory



EXHIBIT A

SCOPE OF SERVICES – PHASE I LEAD SERVICE LINE INVENTORY

RJN is proposing the following scope of services to conduct the Lead Service Line Inventory services for the City of Denison, Texas.

1. Project Management

- a. Meet with City staff to discuss progress of the various tasks throughout the Project. Monthly meetings are anticipated.
- b. Perform general consultation with City staff on an as-needed basis.
- c. Perform RJN's internal project control procedures monthly, including schedule and budget control, quality control review, and monthly progress reports.

2. Prepare Lead Service Line Inventory

- a. RJN will review all available City of Denison water service line documentation including system mapping, GIS, account billing and governing codes
- b. RJN will identify required field investigation sites for existing water services
- c. Field surveys will be conducted at required field investigation sites to determine water services material type and document required inventory information
- d. RJN will complete the complete the Service Line Inventory Form for submittal to TCEQ.

3. General, Legal, Financial Support Services

Request for TWDB State Program funding requires input and review from the City's financial team i.e., Financial Advisor, Bond Counsel, etc. The funding amount shown is for the financial support services needed to prepare the Phase I Inventory Services (50% of water services) for the City of Denison

4. Special Services

RJN will conduct an inventory of all 12,400 water services for the City of Denison. The City has advised that available records may not reflect actual in-field conditions. Special arrangements may be required to locate, access, expose and inventory existing service lines on a site-specific basis. RJN will work with the City to outline issues related to unforeseen inventory requirements and seek approval.

5. Preparation of Required TWDB Full Application Submittal

The TWDB Board approved the Final Intended Use Plan (IUP) on August 9, 2023. This Plan lists the eligible applicants, ranking and amount of funding requested for the Lead Service Line Replacement Program. The City of Denison was approved as an eligible applicant and will receive funding for the LSL Program. To secure these funds, the City **must** submit a full application to the TWDB. Full Applications are typically due 30-45 days following

notice of approval from the Water Development Board. Board notice is expected prior to the end of September 2023.



EXHIBIT B

PRICING – PHASE I LEAD SERVICE LINE INVENTORY

Pricing Terms for Invoicing: Lump Sum and Unit Rate

Not-To-Exceed Total Cost: \$452,625

Task	Unit	Quantity	Unit Rate	Task Fee
Project Management	LS	1	\$ 67,500.00	\$67,500.00
Prepare Lead Service Line Inventory	Crew Days (2-man)	71	\$ 3000.00	\$213,000.00
General, Legal, Financial Support Services	LS	1	\$ 60,000.00	\$60,000.00
Special Services*	LS	1	\$ 70,125.00	\$ 70,125.00
Preparation of TWDB Full Application Submittal	LS	1	\$42,000	\$42,000.00
Total Phase I Inventory Services				\$452,625.00

Note

Cost shown are for preparation of the Phase I Lead Service Line Inventory (50% of water service connections) only. The remaining 50% of water services will be inventoried upon receipt of Inventory funding from the TWDB.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on an ordinance amending Chapter 26, “Utilities”, Article III, “Water Service”, Section 2-148 “Water Conservation Plan” of the City of Denison’s Code of Ordinances by adopting a new Water Conservation Plan.

Staff Contact

Ronnie Bates, Director of Public Works
rbates@cityofdenison.com
903-465-2720 ext. 2441

Summary

- The City is updating and amending the Water Conservation Plan in Section 2-148 “Water Conservation Plan” of Chapter 26 “Utilities” Ordinance by adopting a new “2023 Water Conservation Plan.” This Plan will reduce water consumption, reduce the loss and waste of water, identify the quantity of water reuse, and improve efficiency in the use of water.
- In this Plan, the City sets goals to reduce consumption to 179 gpcd (gallons per capita per day) within five years and to 174 gpcd by 2032, which is in line with the 2021 Region C Water Plan, Section 5B.6.1 “Per Capita Water Use with Implementation of the Recommended Plan.”
- By achieving the 2032 goal of 174 gpcd, Denison expects to see reductions in annual water consumption that are equivalent to 102.6 million gallons per year.
- This updated Plan shows continuing commitment to achieving the long-term goal of 154 gpcd by 2060 that was set in 2019. With these reductions, conservation becomes a key strategy to meet the needs of a growing population.

Staff Recommendation

Staff recommends approval of the Ordinance

Recommended Motion

“I move to adopt the ordinance amending Chapter 26, “Utilities”, Article III, “Water Service”, Section 2-148 “Water Conservation Plan” of the City of Denison’s Code of Ordinances by adopting a new Water Conservation Plan.”

Background Information and Analysis

The City of Denison is updating and amending the Water Conservation Plan in Section 2-148 “Water Conservation Plan” of Chapter 26 “Utilities” Ordinance by adopting a new “2023 Water Conservation Plan.” This Plan will reduce water consumption, reduce the loss and waste of water, identify the quantity of water reuse, and improve efficiency in the use of water.

In this Plan, the City sets goals to reduce consumption to 179 gpcd (gallons per capita per day) within five years and to 174 gpcd by 2032, which is in line with the 2021 Region C Water Plan, Section 5B.6.1 “Per Capita Water Use with Implementation of the Recommended Plan.”

By achieving the 2032 goal of 174 gpcd, Denison expects to see reductions in annual water consumption that are equivalent to 102.6 million gallons per year.

This updated Plan shows continuing commitment to achieving the long-term goal of 154 gpcd by 2060 that was set in 2019. With these reductions, conservation becomes a key strategy to meet the needs of a growing population.

Denison will continue to monitor progress toward these goals and may employ a variety of selected strategies, as needed, to help achieve these goals. Denison's 2023 Water Conservation Plan will achieve significant conservation savings to help extend the life of existing supplies without burdening the customer with unnecessary additional costs.

Financial Considerations

None

Prior Board or Council Action

In accordance with state law, the City is required to review and update the Water Conservation Plan every five years, last doing so in 2019. On August 21st, 2023, the Council adopted a related amendment to the Drought Contingency Plan.

Alternatives

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 26, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF DENISON BY AMENDING SECTION 26-148 TO ADOPT A NEW WATER CONSERVATION PLAN; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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, in 2013, the City adopted an official Water Conservation Plan, which adoption is codified in Section 26-148 of Chapter 26," Utilities" of the Code of Ordinances; and

WHEREAS, the City Council desires to update and amend the Water Conservation Plan to protect and preserve public health, welfare and safety by maintaining water supplies for domestic water use, sanitation and fire protection; and

WHEREAS, the City Council has reviewed the "2023 Water Conservation Plan," dated July 21, 2023, prepared in collaboration with Plummer Associates, Inc., attached hereto as Exhibit "A."

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

SECTION 1. INCORPORATION OF PREMISES. The above and foregoing premises are (i) true and correct and are incorporated herein and made a part hereof for all purposes, and (ii) legislative findings of the City Council.

SECTION 2. FINDINGS. After due deliberations and consideration, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City and of the public health, safety, and welfare.

SECTION 3. ADOPTION. The City Council hereby adopts the 2023 Water Conservation Plan, attached hereto as "Exhibit A," and incorporated herein, as an official policy of the City of Denison.

SECTION 4. AMENDMENT. Chapter 26, "Utilities" in the Code of Ordinances is hereby amended to amend Section 26-148 "Water conservation plan adopted" in its entirety to read as follows:

The City Council of the City of Denison hereby adopts the City of Denison 2023 Water

Conservation Plan, which is incorporated herein by reference as if set forth in full. A copy of the plan shall be kept on file in the office of the city clerk.

SECTION 5. 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 6. SEVERABILITY. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, 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 7. PENALTY. Any person, firm, corporation, or entity violating this Ordinance, as it exists or may be amended, shall be subject to the penalty provision described in Section 1-12. Nothing in this article shall limit the remedies available to the City in seeking to enforce the provisions of this Ordinance or other law, and all remedies shall be cumulative and not exclusive.

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 ____ day of _____, 2023, by the following vote:

Ayes:

Abstentions:

Nays:

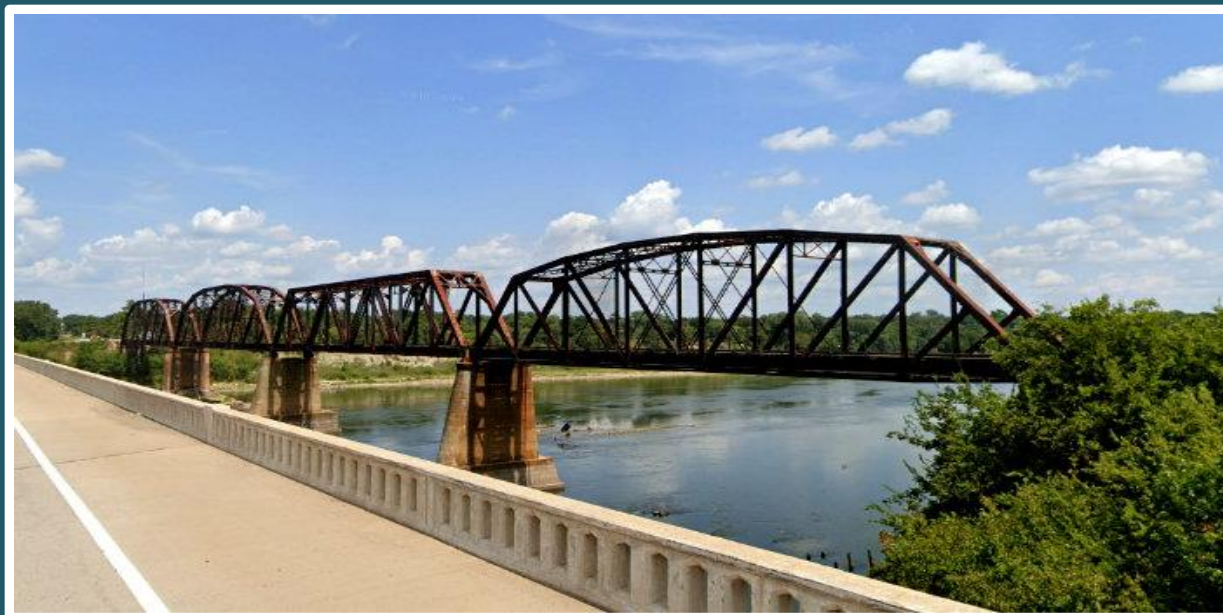
At regular meeting _____, 2023.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT “A”
WATER CONSERVATION PLAN



CITY OF DENISON

2023 WATER CONSERVATION PLAN



Prepared in Collaboration with
Plummer Associates, Inc.

7/21/23

Table of Contents

1. Introduction and Objectives	3
2. Texas Commission on Environmental Quality Rules	4
2.1 Conservation Plans.....	4
2.2 Minimum Required Water Conservation Plan Content	4
2.3 Additional Required Water Conservation Plan Content	4
2.4 Wholesale Conservation Contract Requirements	5
2.5 Drought Contingency Plans (Drought and Water Emergency Management Plan)	5
3. Utility Profile Summary.....	5
3.1 Water Use Data	6
3.2 Record Management System.....	6
3.3 Reservoir System Operation Plan	7
4. Water Conservation Goals and Planning Process	7
4.1 Five-Year and Ten-Year Targets and Goals	7
4.2 Method for Tracking the Implementation and Effectiveness of the Plan	8
4.3 Coordination with Regional Water Planning Group	8
4.4 Plan Review and Update	9
4.5 Enforcement Procedure and Plan Adoption	9
5. Best Management Practices (BMPs) – TCEQ and TWDB.....	9
5.1 Conservation Coordinator – TWDB BMP 2.1.....	10
5.2 Conservation Oriented Water Rates – TWDB BMP 3.1.....	10
5.3 Metering of All New Connections and Retrofit of Existing Connections - TWDB BMP 4.1	10
5.4 System Wide Leak Detection and Repair - TWDB BMP 4.2	11
5.5 Continuing Public Education and Information Campaign	12
5.6 Outdoor Watering Schedule - TWDB BMP 5.6	12
5.7 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures	13
5.8 Reuse and Recycling of Wastewater	13
Appendix A: List of References	14
Appendix B: Water Loss Audit	15
Appendix C: Water/Sewer Rates	19
Appendix D: Utility Profile.....	25
Section I. Contact Information	25
Section II: Water System Data.....	31
Section III: Wastewater System Data.....	35
Appendix E: Drought Contingency Plan.....	37

WATER CONSERVATION PLAN FOR CITY OF DENISON, TEXAS

1. Introduction and Objectives

Denison, Texas, is located in northeastern Grayson County on U.S. Highway 75, just 75 miles north of Dallas and 4 miles south of the Texas / Oklahoma border. State Highway 120 passes through Denison from east to west and State Highway 84 borders northern Denison, providing direct access to Lake Texoma, which is the 12th largest man-made lake in the U.S. According to the US Census Bureau, as of July 1, 2022, Denison's population was 26,328.

The Dean Rylant Water Treatment Plant is located near Lake Randell and is currently rated to treat up to 12.8 million gallons of water per day. On an annual average basis, the plant treats 4.6 million gallons per day. The Dean Rylant Plant uses a conventional sedimentation-filtration treatment system.

Water supply has always been a key issue in the development of Texas. In recent years, the increasing population and economic development in the region have led to growing demands for water. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands in the future will be expensive and difficult to develop. Therefore, it is important that we make efficient use of existing supplies and make them last as long as possible. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers. The City of Denison has adopted this water conservation plan pursuant to TCEQ guidelines and requirements.

The objectives of the 2023 Water Conservation Plan are:

- To reduce water consumption
- To reduce the loss and waste of water
- To identify the quantity of water reuse
- To improve efficiency in the use of water

The 2019 Water Conservation Plan set a five-year goal of 160 gallons per capita per day (gpcd) in 2023, and a 10-year goal of 155 gpcd in 2028.

In this Plan, Denison sets goals to reduce consumption to **179** gpcd within five years and to **174** gpcd by 2032, which is in line with the 2021 Region C Water Plan, Section 5B.6.1 ***"Per Capita Water Use with Implementation of the Recommended Plan"*** and shows continuing commitment to achieving the long-term goal of 154 gpcd by 2060. Denison will continue to monitor progress toward these goals and may employ a variety of selected strategies, as needed, to help achieve these goals. Denison's 2023 Water Conservation Plan will achieve significant conservation savings to help extend the life of existing supplies without burdening the customer with unnecessary additional costs.

While Denison will continue many of the ongoing strategies it has already employed, the new strategies introduced in this Plan focus on reducing discretionary water use. Details of these new strategies are provided in the Plan.

By achieving the 2032 goal of 174 gpcd, Denison expects to see reductions in annual water consumption that are equivalent to 102.6 million gallons per year. With these reductions, conservation becomes a key strategy to meet the needs of a growing population.

2. Texas Commission on Environmental Quality Rules

2.1 Conservation Plans

The Texas Commission on Environmental Quality (TCEQ) rules governing development of water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. For the purpose of these rules, a water conservation plan is defined as:

“A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water.

A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

According to TCEQ rules, water conservation plans for public water suppliers must have a certain minimum content (Section 3) and must have additional content for public water suppliers that are projected to supply 5,000 or more people in the next ten years (Section 4) and may have additional optional content (Section 5).

2.2 Minimum Required Water Conservation Plan Content

The minimum requirements in the Texas Administrative Code for water conservation plans for public drinking water suppliers covered in this report are as follows:

- §288.2(a)(1)(A) – Utility Profile – Section 3.1 and Appendix C
- §288.2(a)(1)(B) – Specification of Goals Before 2023 – Section 3.2
- §288.2(a)(1)(C) – Specification of Goals After 2023 – Section 3.2
- §288.2(a)(1)(D) – Accurate Metering – Sections 3.3 and 3.4
- §288.2(a)(1)(E) – Universal Metering – Section 3.4
- §288.2(a)(1)(F) – Determination and Control of Water Loss – Section 5.4
- §288.2(a)(1)(G) – Public Education and Information Program –Section 3.6
- §288.2(a)(1)(H) – Non-Promotional Water Rate Structure – Section 3.7
- §288.2(a)(1)(I) – Reservoir System Operation Plan – Section 3.8
- §288.2(a)(1)(J) – Means of Implementing and Enforcement – Section 3.9
- §288.2(a)(1)(K) – Coordination with Regional Water Planning Group – Section 3.10

2.3 Additional Required Water Conservation Plan Content

Title 30 of the Texas Administration Code also includes additional requirements for water conservation plans for public drinking water suppliers which serve a population of 5,000 or more and/or a projected population of 5,000 or more within the next 10 years:

- §288.2(a)(2)(A) – Leak Detection, Repair and Water Loss Accounting – Section 5.4
- §288.2(a)(2)(B) – Requirement that Wholesale Customers Develop and Implement a Water Conservation Plan – Section 2.4

The Texas Administrative Code lists additional conservation strategies that are optional for water systems. The City of Denison has adopted these referenced strategies:

- §288.2(a)(3)(A) – Conservation-Oriented Water rates – Section 5.2
- §288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures – Section

5.7

- §288.2(a)(3)(D) – Reuse and Recycling of Wastewater - Section 5.8
- §288.2(a)(2)(F) – Considerations for Landscape Water Management Regulations – Section 5.6
- §288.2(a)(3)(E) – Pressure Control and/or Reduction – Section 5.4
- §288.2(a)(3)(F) – Landscape Water Management Ordinance – Section 5.6
- §288.2(a)(3)(G) – Monitoring Method – Section 5.3

2.4 Wholesale Conservation Contract Requirements

TCEQ requires that every wholesale water supply contract entered into or renewed after official adoption of the plan, and including any contract extension, implement a water conservation plan or water conservation measures.

Wholesale water customers of the City of Denison are required to develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. This requirement is also extended to each successive wholesale customer in the resale of water.

2.5 Drought Contingency Plans (Drought and Water Emergency Management Plan)

The TCEQ rules governing development of drought contingency plans for public water suppliers are contained in Title 30 Part 1, Chapter 288, Subchapter B, Rule §288.20 of the Texas Administrative Code, which is included in Appendix B. For the purpose of these rules, a drought contingency plan is defined as:

“A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).”

Denison’s drought contingency plan entitled the Drought and Water Emergency Management Plan is provided in Appendix E.

3. Utility Profile Summary

Denison is a city in Grayson County, Texas, United States, located in northeastern Grayson County on U.S. Highway 75, just 75 miles north of Dallas and 4 miles south of the Texas / Oklahoma border. Denison is part of the Texoma region and is one of two principal cities in the Sherman–Denison metropolitan statistical area.

The City of Denison owns and operates its own treatment and distribution system and is the sole provider of water to its residents. The city owns all of the water rights to city-owned Lake Randell, and a substantial amount of water-rights storage in Lake Texoma.

The Dean Rylant Water Treatment Plant is located near Lake Randell and is currently rated to treat up to 12.8 million gallons of water per day. On an annual average basis, the plant treats 4.6 million gallons per day. The Dean Rylant Plant uses a conventional sedimentation-filtration treatment system.

Appendix B to this water conservation plan provides a water utility profile for the City of Denison, based on the format recommended by the TCEQ. Section 3.1 summarizes key facts from the Water Utility Profile.

3.1 Water Use Data

Water Service Area: 35 square miles

Miles of Distribution Pipe: Approximately 250 miles

Population:

Current 2022 Population = 26,328

Projected 2027 Population = 36,756 (Calculated based on as part of updates to the 2026 Region C Population Projections)

Projected 2060 Population = 87,113 (Calculated based on as part of updates to the 2026 Region C Population Projections)

Connections:

2022 Connections = 13,168

Total Increase in Connections in Last Five Years = 1,973

Information on Water Use for the Last Five Years

Table 3.1 - Municipal Per Capita, Unaccounted Water and Peak Day to Average Day Ratio

Year	Use (Million Gallons)	Estimated Population*	Municipal per Capita use (gpcd)	Unaccounted Water (Million Gallons)	Peak Day to Average Day Use
2022	1,690,248,283	26,328	176	79,966,292	2.1:1
2021	1,616,601,992	24,479	181	297,332,752	1.9:1
2020	1,456,688,296	25,529	156	241,070,198	1.9:1
2019	1,403,646,887	22,682	170	143,785,305	1.8:1
2018	1,514,404,993	22,682	183	313,295,507	2:1

*Source of population estimate is Texas Water Development Board Water Use Surveys.

Water Supply Source(s):

- Lake Randell
- Lake Texoma

Treatment and Distribution System:

Treatment Plant Capacity = 12.8 million gallons/day Elevated Storage = 3.975 million gallons

Ground Storage = 4.38 million gallons

2022 Total Annual Wastewater Flow = 952.4 million gallons

3.2 Record Management System

As required by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2(a)(2)(B), the City of Denison records water pumped, water delivered, and water sold; estimates for water losses; and allows for the separation of water sales and uses into residential (single, multifamily), commercial, institutional, industrial, agricultural and wholesale categories. Usage information for these categories will be included in each annual conservation report submitted to the Texas Water Development Board (TWDB).

3.3 Reservoir System Operation Plan

The City of Denison has the following rights to divert water from city-owned Lake Randell and from Lake Texoma:

- Up to 5,280 acre-feet per year based on the natural yield of Lake Randell
- Up to 36,604 acre-feet per year from Lake Texoma

4. Water Conservation Goals and Planning Process

Although Denison encourages conservation and appropriate use of all water resources within the region, the specific water conservation goals described in this plan apply only to Denison direct water customers. Denison water conservation goals include the following:

- 1) Maintain the per capita water use at or below the 2018 level of 184 gpcd and achieve 5- and 10-year targets in gallons per capita per day, as described in Section 4.1.
- 2) Continue to maintain the meter replacement and repair program as discussed in Section 5.3.
- 3) Maintain the level of unaccounted water in the system below 10 percent on a five-year average basis, as discussed below and in Section 5.4
- 4) Continue to raise public awareness of regional water sources, water conservation behaviors and encourage responsible water use through public education and information programs, as discussed in Section 5.5.
- 5) Develop a system of specific strategies to conserve water during emergency and drought periods as well as mitigate peak demands, thereby reducing peak use.
- 6) Develop strategies for reducing water usage by City Departments and other public institution water users.

4.1 Five-Year and Ten-Year Targets and Goals

Table 3.2 shows historical and projected per capita municipal and residential water use for the City of Denison. Water use is shown in units of gallons per capita per day (GPCD). Per capita municipal water use is calculated as the total use less wholesale sales to other municipal suppliers divided by the total population. Per capita residential water use is residential water use divided by population.

Projected per capita municipal uses were obtained from the TWDB and interpolated to match the appropriate years for the five-year and ten-year goals. The TWDB projections are applicable for a dry year, in which outdoor water use would be high. Per capita municipal water use in a year with normal or high precipitation during the summer should be less than projected here.

Table 3.2 shows the projected per capita water use after implementation of the water conservation and drought contingency plan.

Table 3.2 - Projected Per Capita Use Water Use Goals

Description	Highest Historical		Five-Year (2028) Goal	Ten- Year (2033) Goal
	Year	GPCD	GPCD	GPCD
Historical Use and Water Use Goals	2018	184	179	174
Highest Per Capita Residential Use	2022	120	115	110
Projected Reduction in Municipal Use Due to Water Conservation Measures in this Plan	-	-	5	10

(Baseline data is set by 2018's Total GPCD of 184- Highest Year 2018-2022)

The City of Denison water conservation goals include the following:

Achieve 2028 per capita municipal water use of 179 GPCD or less, as shown in Table 3.2.

Achieve 2033 per capita municipal water use of 174 GPCD or less.

Implement and maintain a meter replacement program (Section 5.3)

Keep the level of water loss in the system less than 18 GPCD in 2023 and subsequent years (Section 5.4).

Raise public awareness of water conservation and encourage responsible public behavior through a public education and information program, as discussed in Section 5.5

4.2 Method for Tracking the Implementation and Effectiveness of the Plan

Annually, Denison measures consumption and tracks changes for customer use in gallons per capita per day. This information will be used to gauge effectiveness of programs to achieve consumption reductions desired and, if performance is below target, to alter, change or introduce new programs.

Programs are based on TCEQ and TWDB best management practices, and the Denison 2023 Water Conservation Plan includes details of:

- Programs that have been implemented in the past (benefits continue)
- Programs currently in implementation
- Programs scheduled for implementation
- Programs currently under consideration for implementation

Denison water conservation efforts are ongoing and new programs are developed and evaluated annually. Programs are designed and budgets are developed based on planned participation. Where applicable, these programs are evaluated in terms of annual water savings, project life and cost per unit of water saved. These programs serve as tools for achieving both short-term and long-term reductions in per capita consumption and are selected based on their potential for reducing water use at the lowest cost per unit of water saved.

4.3 Coordination with Regional Water Planning Group

To be in compliance with §288.2(a)(1)(K) of the Texas administrative code, a copy of this plan will be sent to the Chair of the Region C Water Planning Group for coordination purposes.

4.4 Plan Review and Update

TCEQ requires that water conservation plans be reviewed and updated every five years to coincide with the regional water planning process. Denison reviews and updates its Water Conservation Plan to coincide with the Region C Water Planning process. With this document, Denison has updated its Water Conservation Plan for 2023. In addition, it will continually reassess opportunities to improve water efficiency and conservation based on new or updated information.

4.5 Enforcement Procedure and Plan Adoption

This 2023 Water Conservation Plan was posted in advance and presented at Denison's City Council meeting on _____ 2023, allowing for public comment. The City of Denison formally approved a resolution to adopt the plan at the _____ - meeting. That resolution is in Appendix ____.

5. Best Management Practices (BMPs) – TCEQ and TWDB

The following section lists water conservation strategies that are required or recommended as Best Management Practices (BMPs) by the TCEQ and the TWDB for municipal water utilities.

The programs listed in the chart below indicate whether they were previously employed, currently employed or whether they will be considered to meet future per capita reduction goals. Previously implemented programs, such as toilet and washing machine replacement programs, will continue to have a significant impact on per capita water use well after the program phases out.

Table 5.1 Best Management Practices

TWDB and/or TCEQ BMP Reference	Best Management Practice Description	Previously Implemented	Currently Employed	For Future Consideration
TWDB BMP 2.1  	Conservation Coordinator		√	
TWDB BMP 3.1  	Conservation Oriented Water Rates		√	
TWDB BMP 4.1  	Metering of All New Connections and Retrofit of Existing Connections		√	
TWDB BMP 4.2  	System Wide Leak Detection and Repair		√	

TWDB BMP 5.6 	Outdoor Watering Schedule			v
--	----------------------------------	--	--	---

5.1 Conservation Coordinator – TWDB BMP 2.1

The City of Denison Conservation Coordinator is responsible for:

Promoting an understanding of the importance of water conservation and appreciation for total water management among customers and next-generation customers.

- Serving as a liaison with the TWDB on conservation issues and ensuring that the utility develops and implements its five-year Water Conservation Plan.
- Taking customer reports of water waste and coordinating with the Code Compliance team, which handles enforcement.

5.2 Conservation Oriented Water Rates – TWDB BMP 3.1

TCEQ requires municipal utilities to have a Non-Promotional Water Rate Structure. Denison has an inclining rate structure where the unit price increases as water consumption increases. The utility uses pricing as both a demand management tool and a way to generate revenue.

The following provides a high-level overview of residential water rates, and illustrates the tiered rate structure that applies to all commercial and residential water users. Full details of rates that became effective on December 1, 2022, are provided in Appendix C.

Per inside Residential living unit, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Table 5.2 - Residential Monthly Base Rates by Meter Size

Residential Base Rate	12/1/22	12/1/23	12/1/24	12/1/25	12/1/26
1" Meter & Below	\$29.16	\$31.49	\$34.01	\$36.73	\$39.67
1 ½" Meter	\$33.83	\$41.57	\$50.34	\$60.24	\$71.41
2" Meter	\$40.24	\$55.43	\$72.79	\$92.57	\$115.05
3" Meter	\$87.48	\$157.46	\$238.09	\$330.60	\$436.39
4" Meter & Up	\$104.98	\$195.26	\$299.31	\$418.76	\$555.41

Per inside Residential living unit, there will be a volume rate per 1,000 gallons over the first 1,000 gallons per month.

Table 5.3 - Residential Water Rates per 1,000 Gallons

Residential Volume Rate	12/1/22	12/1/23	12/1/24	12/1/25	12/1/26
1,000 – 5,000 Gallons	\$3.4442	\$3.7198	\$4.0173	\$4.3387	\$4.6858
5,001 – 10,000 Gallons	\$4.3053	\$4.6497	\$5.0217	\$5.4234	\$5.8573
10,001 Gallons & Above	\$5.3816	\$5.8121	\$6.2771	\$6.7793	\$7.3216

5.3 Metering of All New Connections and Retrofit of Existing Connections - TWDB BMP 4.1

Raw water and treated water pumpage for all customers of the City of Denison, including public and governmental users, is metered. The raw water and finished water meters, located at the water treatment plant, are calibrated every 12 months. Meter calibration is performed by qualified personnel to maintain the required accuracy and are repaired and/or replaced as needed.

Water usage for all customers of the City of Denison is metered. As part of its water conservation program, the City of Denison operates a meter replacement program that will replace every meter on a 15-year cycle. In addition, meters registering any unusual or questionable readings are tested and repaired to restore full functionality.

5.4 System Wide Leak Detection and Repair - TWDB BMP 4.2

Water loss is the difference between finished water produced from the water treatment plant and metered deliveries to customers. (This includes authorized but unmetered uses such as firefighting and releases for flushing of lines.) Water Loss can include several categories:

Inaccuracies in customer meters (customer meters tend to run more slowly as they age and under-report actual use)

Losses due to water main breaks and leaks in the water distribution system

Losses due to illegal connections

Other

The City of Denison conducts a water audit annually using the format recommended by the TWDB. The audit divides water losses into apparent losses and real losses. Apparent water losses include water that was actually used but not accounted for, such as customer meter errors or theft. Accounting for apparent losses decreases the City's utility revenue but does not reduce water usage. Real losses include leakage and overflows at the water treatment plant. Identifying and preventing real losses decreases a utility's costs and decreases water usage. The City will target real losses under this conservation strategy.

As shown in Appendix A, water loss for the City of Denison has varied from 17% to 4% in the last five years. With the measures described in this plan, the City of Denison intends to continue reducing water losses to reach and maintain an average of 10% loss or less. If water loss exceeds this goal, the City of Denison will implement a more intensive audit to determine the source(s) of water loss and reduce the unaccounted water. A more intense audit will consist of one or any combination of the following actions:

- Evaluation of the automated meter read system
- Investigation of problematic meters
- Investigation of how the amount of water used in the flushing program
- Investigation of water loss due to main breaks
- Coordination with Fire Department to determine water usage by Fire Department
- Fire service monitoring for all businesses
- Testing of suspect metering devices

Measures to control water loss are part of the routine operations of the City of Denison. Meter readers watch for and report signs of illegal connections, so they can be addressed quickly. Crews and personnel look for and report evidence of leaks in the water distribution system. Maintenance crews respond quickly to repair leaks reported by the public and city personnel. The City of Denison's annual budget is approximately \$800,000 per year to repair and replace water distribution lines and the City uses up to three distribution line maintenance crews. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement as funds are available. To reduce real water losses, the City of Denison will maintain a proactive water loss program. As part of this program, the city will implement the following actions:

- Conduct regular inspections of all water main fittings and connections.
- Use a water modeling program.
- Monitor individual pressure zones.
- Conduct continuous monitoring of water demand of all pressure planes.

- Install temporary leak noise detectors and loggers.
- Operate pressure zones based on topography.
- Limit surges in pressure.

5.5 Continuing Public Education and Information Campaign

The continuing public education and information campaign on water conservation for the City of Denison includes the following elements:

- Promote the City's water conservation measures (presented in Sections 3, 4 and 5).
- Include inserts on water conservation with water bills or mail outs at least twice per year. Inserts will include material developed by City of Denison staff and material obtained from the TWDB, the TCEQ, and other sources.
- Encourage local media coverage of water conservation issues and the importance of water conservation.
- Notify local organizations, schools, and civic groups that City of Denison staff is available to make presentations on the importance of water conservation and ways to save water.
- Make the Texas Smartscape CD, water conservation brochures, and other water conservation materials available to the public at the Denison Public Library and other public places.
- Make information on water conservation available online at www.cityofdenison.com and include links to the Texas Smartscape website and to information on water conservation on the TWDB and TCEQ websites.

5.6 Outdoor Watering Schedule - TWDB BMP 5.6

In periods of drought and/or emergency, utilities often employ watering restrictions as an immediate response for reducing non-essential water uses such as irrigation for landscaped areas. Once certain conditions are triggered, utilities enforce these restrictions on a mandatory basis, as set forth in their drought or water emergency contingency plans. Utilities typically rescind these temporary restrictions when water supply levels return to normal. This can cause a rebound in water usage and send a message that high water use landscape practices should return.

Permanent, year-round watering restrictions deliver several benefits to the utility and broader community. Given that all regions in Texas are prone to drought, keeping water restrictions in place on a full-time basis is a proactive strategy for helping utilities meet their current and future municipal water needs. Having permanent, agreed upon landscape watering regulations also provides stability for the landscape and irrigation industries by incentivizing customers to select plants and technologies for long-term efficiency. A permanent outdoor watering schedule also avoids the challenge of negative perceptions that some community leaders associate with "drought restriction" landscape measures. A long-term efficiency regulation need not be seen as a deprivation message, but instead reflects the value a community places on water efficiency.

If the implementation of permanent watering schedules is effective, then drought-emergency restrictions might rarely be required.

A mandatory outdoor watering schedule generally limits the number of days per week and the hours during which customers can use water for irrigation purposes as well as the specific water delivery technologies. Utilities can enforce mandatory outdoor watering schedules by adopting these provisions as part of an ordinance or rule. This BMP is designed to help utilities develop deeper outdoor water savings and promote proper outdoor watering practices year-round. Utilities experiencing high seasonal water usage can benefit the most from implementation of this BMP; however, all utilities can use outdoor watering schedules to promote more efficient landscaping and irrigation practices as well as consistent customer messaging.

Denison does not currently implement year-round, mandatory watering restrictions. However, such restrictions are included as mandatory measures during drought stages 2, 3, 4 and 5. Additionally, water customers are encouraged to voluntarily implement irrigation schedules consistent with efficient outdoor watering practices.

5.7 Ordinances, Plumbing Codes, or Rules on Water-Conserving Fixtures

The 1992 Federal Energy Policy Act has required water-conserving fixtures in new construction and renovations since 1992. These standards call for flows of no more than 2.2 gallons per minute (gpm) for faucets, 2.5 gpm for showerheads, and 1.6 gallons per flush for toilets.

In addition, Texas House Bill 2667, which was signed into law by Governor Rick Perry on June 19, 2009, mandated that toilet and urinal manufacturers phase in High Efficiency Toilets (HETs), starting with 50 percent of in-state sales by January 1, 2010, and culminating with 100 percent by January 1, 2014. An HET is defined as a water closet that uses no more than 1.28 gallons of water per flush (GPF), or 20 percent less than the 1.6-GPF models mandated by the National Energy Policy Act of 1992 (EPAct).

These state and federal standards assure that all new construction and renovations in the City of Denison are equipped with water-conserving fixtures.

In addition, federal rules requiring energy-conserving clothes washers by 2007 are expected to assure that new clothes washers in the City of Denison will be water-efficient.

5.8 Reuse and Recycling of Wastewater

The City of Denison does not currently reuse or recycle wastewater effluent produced from either of the two wastewater plants owned by the city.

Appendix A: List of References

City of Denison Water and Wastewater Rates, accessed online at
https://www.cityofdenison.com/sites/default/files/fileattachments/utilities/page/12535/ordinance_5253_revised.pdf

City of Denison Water Conservation Plan, adopted by the City of Denison City Council, February 18, 2019
https://www.cityofdenison.com/sites/default/files/fileattachments/water_amp_wastewater/page/7411/denison_water_conservation_plan_2019_ord._no._4987.pdf

City of Denison. Water Conservation ordinance (Section 5-330) for City of Denison, accessed online at
https://library.municode.com/tx/denison/codes/code_of_ordinances?nodeId=COOR_CH5BUBURE_ARTIIIBUCOST_S5-330WACO

Texas Commission on Environmental Quality: "Model Drought Contingency Plan," accessed online at
https://www.tceq.texas.gov/permitting/water_rights/wr_technical-resources/contingency.html

Texas Commission on Environmental Quality: Water Utility Profile," accessed online at Surface Water Rights and Availability - Texas Commission on Environmental Quality - www.tceq.texas.gov

Texas Water Development Board "Water Conservation Implementation Task Force Report to the 79th Legislature," accessed online at https://www.twdb.texas.gov/conservation/resources/doc/WCITF_Leg_Report.pdf

Texas Water Development Board. "Water Conservation Best Management Practices Guide", Water Conservation Implementation Task Force, Texas Water Development Board Report 362; accessed online at
<https://www.twdb.texas.gov/conservation/BMPs/index.asp>

Texas Water Development Board: Water Demand Projections, 2021 Regional Water Plan Data," accessed online at
<https://www.twdb.texas.gov/waterplanning/rwp/plans/2021/index.asp>

Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rule 288.1 and 288.2, and Subchapter B, Rule 288.20, accessed online at
[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=288&rl=2](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=288&rl=2)

The following water conservation and drought contingency plans and related documents were reviewed in the development of this plan.

City Denison 2019 Water Conservation Plan, accessed online at:
https://www.cityofdenison.com/sites/default/files/fileattachments/water_amp_wastewater/page/7411/denison_water_conservation_plan_2019_ord._no._4987.pdf

City of Fort Worth 2019 Water Conservation Plan, accessed online at: [water-conservation-plan-2019.pdf](#) (fortworthtexas.gov)

El Paso Water Utilities 2019 Water Conservation Plan, accessed online at El Paso Water 2019 Water Conservation Plan (squarespace.com)

San Antonio Water Conservation and Drought Contingency Plan, accessed online at Conservation Plan - San Antonio Water System (saws.org)

Appendix B: Water Loss Audit

TEXAS WATER DEVELOPMENT BOARD				
P.O. BOX 13231, CAPITOL STATION				
AUSTIN, TX 78711-3231				
2022 WATER AUDIT REPORT				
A. Water Utility General Information				
1. Water Utility Name	CITY OF DENISON			
1a. Regional Water Planning Area	C			
1b. Address	PO BOX 347			
	DENISON, TX 75021-0347			
2. Contact Information				
2a. Name	Angus Evans	Have you completed Water Loss Auditor Training?		
2b. Telephone Number	(903) 464-4480	☒ Yes		
2c. Email Address	aevans@cityofdenison.com	☐ No		
3. Reporting Period				
3a. Start Date	01/01/2022			
3b. End Date	12/31/2022			
4. Source Water Utilization				
4a. Surface Water	100.00	%		
4b. Ground Water	0.00	%		
5. Population Served				
5a. Retail Population Served	24,479		Assessment Scale	
5b. Wholesale Population Served	6,726			
6. Utility's Length of Main Lines	260.00	miles		4
7. Total Retail Metered Connections - Active and Inactive	13,168			
7b. Service Connections	13,168			4
8. Number of Wholesale Connections Served	6			
9. Service Connection Density	50.65	connections per mile		
10. Average Yearly System Operating Pressure	40.00	psi		3.5
11. Volume Units of Measure	Gallons			
B. System Input Volume				
12. Volume of Water Intake	1,995,083,000	gallons		
13. Produced Water	1,950,070,000	gallons		4
13a. Production Meter Accuracy	99.93	%		4.5
13b. Corrected Input Volume	1,951,438,005	gallons		
14. Total Treated Purchased Water	0	gallons		N/A
14a. Treated Purchased Water Meter Accuracy	0.00	%		N/A
6/30/2023 11:25:11 AM				
Page 1 of 4				

TEXAS WATER DEVELOPMENT BOARD

P.O. BOX 13231, CAPITOL STATION

AUSTIN, TX 78711-3231

2022 WATER AUDIT REPORT

14b. Corrected Treated Purchased Water Volume	0	gallons	
15. Total Treated Wholesale Water Sales	268,566,721	gallons	4
15a. Treated Wholesale Water Meter Accuracy	99.85	%	2.5
15b. Corrected Treated Wholesale Water Sales Volume	268,970,176	gallons	
16. Total System Input Volume Line 13b + Line 14b - Line 15b	1,682,465,829	gallons	
C. Authorized Consumption			Assessment Scale
17. Billed Metered	1,598,503,279	gallons	3.5
18. Billed Unmetered	0	gallons	5
19. Unbilled Metered	0	gallons	4.5
20. Unbilled Unmetered	3,996,258	gallons	2.5
21. Total Authorized Consumption	1,602,499,537	gallons	
D. Water Losses			
22. Water Losses Line 16 - Line 21	79,966,292	gallons	
E. Apparent Losses			
23. Average Customer Meter Accuracy	99.85	%	3.5
24. Customer Meter Accuracy Loss	2,401,357	gallons	
25. Systematic Data Handling Discrepancy	3,996,258	gallons	2.5
26. Unauthorized Consumption	3,996,258	gallons	2.5
27. Total Apparent Losses	10,393,873	gallons	
F. Real Losses			
28. Reported Breaks and Leaks	471,015	gallons	3
29. Unreported Loss	69,101,404	gallons	1.5
30. Total Real Losses Line 28 + Line 29	69,572,419	gallons	
31. Total Water Losses Line 27 + Line 30	79,966,292	gallons	
32. Non-Revenue Water Line 31 + Line 19 + Line 20	83,962,550	gallons	
G. Technical Performance Indicator for Apparent Loss			
33. Apparent Losses Normalized Line 27 / Line 7b / 365	2.16	gallons lost per connection per day	

6/30/2023 11:25:11 AM

Page 2 of 4

TEXAS WATER DEVELOPMENT BOARD
P.O. BOX 13231, CAPITOL STATION
AUSTIN, TX 78711-3231
2022 WATER AUDIT REPORT

H. Technical Performance Indicators for Real Loss

34. Real Loss Volume	69,572,419	gallons
Line 30		
35. Unavoidable Annual Real Losses Volume	49,374,280	gallons
(5.41 * Line 6 + (Line 7b * 0.15)) * 365 * Line 10		
36. Infrastructure Leakage Index	1.41	I.L.I
Line 34 / Line 35		
37. Real Losses Normalized - Service Connections	14.48	gallons lost per connection per day
Line 34 / Line 7b / 365		
38. Real Losses Normalized - Main Lines	0.00	gallons lost per mile per day
Line 34 / Line 6 / 365		

I. Financial Performance Indicators

			Assessment Scale
39. Total Apparent Losses	10,393,873	gallons	
Line 27			
40. Retail Price of Water	0.00344	\$/gallons	4
41. Cost of Apparent Losses	\$35,755		
Line 39 x Line 40			
42. Total Real Losses	69,572,419	gallons	
Line 30			
43. Variable Production Cost of Water	0.001056	\$/gallons	4
44. Cost of Real Losses	\$73,468		
Line 42 x Line 43			
45. Total Cost Impact of Apparent and Real Losses	\$109,223		
Line 41 + Line 44			
46. Total Assessment Score	73		

J. System Losses and Gallons Per Capita per Day (GPCD)

47. Total Water Loss per Connection per Day	16.64	gallons
Line 22 / Line 7b / 365	188	
48. GPCD Input		
Line 16 / Line 5a / 365	9	
49. GPCD Loss		
Line 31 / Line 5a / 365		

K. Wholesale Factor Adjustments

50. Percent of Treated Wholesale Water Traveling through General Distribution System	100.00	%
--	--------	---

TEXAS WATER DEVELOPMENT BOARD

P.O. BOX 13231, CAPITOL STATION

AUSTIN, TX 78711-3231

2022 WATER AUDIT REPORT

51. Volume of Treated Wholesale Water Traveling through General Distribution System (Line 50/100) * Line 15b	268,970,176	gallons
52. Wholesale Factor Line 15b / (Line 13b + Line 14b)	0.14	
53. Adjusted Real Loss Volume ((1 - Line 52) x (Line 30 * Line 50 / 100)) + (Line 30 - (Line 30 * Line 50/100))	59,832,280	gallons
54. Adjusted Cost of Real Losses ((1 - Line 52) x (Line 44 * Line 50 / 100)) + (Line 44 - (Line 44 * Line 50/100))	\$63,182	
55. Adjusted Total Water Loss Volume ((1 - Line 52) x (Line 31 * Line 50 / 100)) + (Line 31 - (Line 31 * Line 50/100))	68,771,011	gallons
56. Adjusted Total Cost Impact of Apparent and Real Losses ((1 - Line 52) x (Line 45 * Line 50 / 100)) + (Line 45 - (Line 45 * Line 50/100))	\$93,932	
57. Adjusted Real Loss Per Connection ((1 - Line 52) x (Line 37 * Line 50 / 100)) + (Line 37 - (Line 37 * Line 50/100))	12.45	gallons lost per connection per day
58. Adjusted Real Loss Per Mile ((1 - Line 52) x (Line 38 * Line 50 / 100)) + (Line 38 - (Line 38 * Line 50/100))	0.00	gallons lost per mile per day
59. Adjusted Infrastructure Leakage Index ((1 - Line 52) x (Line 36 * Line 50 / 100)) + (Line 36 - (Line 36 * Line 50/100))	1.21	I.L.I
60. Adjusted Total Water Loss Per Connection Per Day (((1 - Line 52) x (Line 37 * Line 50 / 100)) + (Line 37 - (Line 37 * Line 50/100))) + Line 33	14.61	gallons
61. Adjusted GPCD Loss ((1 - Line 52) x (Line 49 * Line 50 / 100)) + (Line 49 - (Line 49 * Line 50/100))	8	

Comments

Appendix C: Water/Sewer Rates

ORDINANCE NO. 5253

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS ESTABLISHING REVISED RATES AND CHARGES FOR WATER AND SEWER SERVICE; ESTABLISHING AN EFFECTIVE DATE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING A CONTINUATION CLAUSE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Denison Municipal Code, Chapter 26, Section 26-238 provides that the City Council shall from time to time establish rates and charges for water service; and

WHEREAS, the City Council has determined that a five-year rate plan is necessary in order to ensure financing for capital improvements to the water service system; and

WHEREAS, under the five-year rate plan, water consumption rates and the monthly water and sewer base rates will increase each year on December 1 without further council action; and

WHEREAS, the previous rate structure did not adequately allocate capital improvement costs among Residential, Commercial and Industrial water users; and

WHEREAS, the City Council has determined that water and sewer rates for Apartments should be combined with other Residential users; and

WHEREAS, the City Council has determined that water and sewer use should be measured in gallons rather than cubic feet; and

WHEREAS, the City would benefit from certain water users, specifically Industrial users, being placed on tiered water consumption rate structure; and

WHEREAS, the City Council establishes that Industrial users shall mean a user who consistently uses 3,750,000 gallons or more of treated water per month for the purpose of manufacturing a good or service for distribution and sale, or as approved by the City Manager;

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

SECTION 1: That the monthly rates and charges for water service inside the city limits of the City of Denison as established by Ordinance No. 5028 be amended as follows:

Per inside Residential living unit, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Residential Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$29.16	\$31.49	\$34.01	\$36.73	\$39.67
1 ½" Meter	\$33.83	\$41.57	\$50.34	\$60.24	\$71.41
2" Meter	\$40.24	\$55.43	\$72.79	\$92.57	\$115.05
3" Meter	\$87.48	\$157.46	\$238.09	\$330.60	\$436.39
4" Meter & up	\$104.98	\$195.26	\$299.31	\$418.76	\$555.41

Per inside Residential living unit, there will be a volume rate per 1,000 gallons consumption over the first 1,000 gallons per month.

Residential Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1,000-5,000	\$3.4442	\$3.7198	\$4.0173	\$4.3387	\$4.6858
5,001-10,000	\$4.3053	\$4.6497	\$5.0217	\$5.4234	\$5.8573
10,001-Above	\$5.3816	\$5.8121	\$6.2771	\$6.7793	\$7.3216

Per inside Commercial user, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Commercial Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$54.00	\$58.32	\$62.99	\$68.02	\$73.47
1 ½" Meter	\$62.64	\$76.98	\$93.22	\$111.56	\$132.24
2" Meter	\$74.52	\$102.64	\$134.79	\$171.42	\$213.05
3" Meter	\$162.00	\$291.60	\$440.90	\$612.22	\$808.13
4" Meter & up	\$194.40	\$361.58	\$554.27	\$775.48	\$1,028.53

Per inside Commercial user, there will be a volume rate per 1,000 gallons consumption over the first 1,000 gallons per month.

Commercial Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1,000-25,000	\$4.5568	\$4.9214	\$5.3151	\$5.7403	\$6.1995
25,001-50,000	\$5.6961	\$6.1517	\$6.6439	\$7.1754	\$7.7494
50,001-Above	\$7.1201	\$7.6897	\$8.3048	\$8.9692	\$9.6868

Per inside Industrial user, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Industrial Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$91.80	\$99.14	\$107.08	\$115.64	\$124.89
1 ½" Meter	\$106.49	\$130.87	\$158.47	\$189.65	\$224.81
2" Meter	\$126.68	\$174.49	\$229.14	\$291.42	\$362.19
3" Meter	\$275.40	\$495.72	\$749.53	\$1,040.77	\$1,373.82
4" Meter & up	\$330.48	\$614.69	\$942.26	\$1,318.31	\$1,748.50

Per inside Industrial user, there will be a tiered rate for consumption over the first 1,000 gallons per month.

Industrial Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1,001-3,750,000	\$4.0375	\$4.3605	\$4.7093	\$5.0861	\$5.4929
3,750,001-7,500,000	\$3.8700	\$4.1796	\$4.5139	\$4.8750	\$5.2650
7,500,001-Above	\$3.7025	\$3.9987	\$4.3185	\$4.6640	\$5.0372

SECTION 2: That the monthly rates and charges for sewer service inside the city limits of the City of Denison, as established by Ordinance No. 5028 be amended as follows:

Per inside Residential living unit, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Residential Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$28.75	\$33.06	\$38.02	\$42.20	\$46.00
1 ½" Meter	\$33.35	\$43.64	\$56.27	\$69.22	\$82.80
2" Meter	\$39.68	\$58.19	\$81.37	\$106.35	\$133.41
3" Meter	\$86.25	\$165.31	\$266.15	\$379.84	\$506.03
4" Meter & up	\$103.50	\$204.99	\$334.59	\$481.13	\$644.04

Per inside Residential living unit, there will be a volume rate per 1,000 gallons consumption over the first 1,000 gallons per month.

Residential Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
Per 1,000	\$3.0369	\$3.4925	\$4.0163	\$4.4581	\$4.8594

Per inside Commercial user, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Commercial Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$57.50	\$66.13	\$76.04	\$84.41	\$92.01
1 ½" Meter	\$66.70	\$87.29	\$112.54	\$138.43	\$165.61
2" Meter	\$79.35	\$116.38	\$162.73	\$212.71	\$266.82
3" Meter	\$172.50	\$330.63	\$532.31	\$759.68	\$1,012.06
4" Meter & up	\$207.00	\$409.98	\$669.19	\$962.26	\$1,288.07

Per inside Commercial user, there will be a volume rate per 1,000 gallons consumption over the first 1,000 gallons per month.

Commercial Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
Per 1,000	\$4.6560	\$5.3544	\$6.1576	\$6.8349	\$7.4500

Per inside Industrial user, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Industrial Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$95.45	\$109.77	\$126.23	\$140.12	\$152.73
1 ½" Meter	\$110.72	\$144.89	\$186.82	\$229.79	\$274.91
2" Meter	\$131.72	\$193.19	\$270.14	\$353.10	\$442.91
3" Meter	\$286.35	\$548.84	\$883.63	\$1,261.06	\$1,680.02
4" Meter & up	\$343.62	\$680.56	\$1,110.85	\$1,597.35	\$2,138.20

Per inside Industrial user, there will be a volume rate per 1,000 gallons of consumption over the first 1,000 gallons per month.

Industrial Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
Per 1,000	\$4.6560	\$5.3544	\$6.1576	\$6.8349	\$7.4500

SECTION 3: That the monthly rates and charges for water service outside the city limits of the City of Denison, as established by Ordinance No. 5028 be amended as follows:

Per outside Residential living unit, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Residential Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$56.00	\$56.00	\$56.00	\$56.00	\$59.51
1 ½" Meter	\$56.00	\$62.36	\$75.51	\$90.36	\$107.12
2" Meter	\$60.36	\$83.15	\$109.19	\$138.86	\$172.58
3" Meter	\$131.22	\$236.19	\$357.14	\$495.90	\$654.59
4" Meter & up	\$157.47	\$292.89	\$448.97	\$628.14	\$833.12

Per outside Residential living unit, there will be a volume rate per 1,000 gallons consumption over the first 1,000 gallons per month.

Residential Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1,000-5,000	\$6.5376	\$6.5376	\$6.5376	\$6.5376	\$7.0287
5,001-10,000	\$6.5376	\$6.9746	\$7.5326	\$8.1351	\$8.7860
10,001-Above	\$8.0724	\$8.7182	\$9.4157	\$10.1690	\$10.9824

Per outside Commercial user, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Commercial Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$100.00	\$100.00	\$100.00	\$102.03	\$110.21

1 ½" Meter	\$100.00	\$115.47	\$139.83	\$167.34	\$198.36
2" Meter	\$111.78	\$153.96	\$202.19	\$257.13	\$319.58
3" Meter	\$243.00	\$437.40	\$661.35	\$918.33	\$1,212.20
4" Meter & up	\$291.60	\$542.37	\$831.41	\$1,163.22	\$1,542.80

Per outside Commercial user, there will be a volume rate per 1,000 gallons consumption over the first 1,000 gallons per month.

Commercial Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1,000-25,000	\$8.4386	\$8.4386	\$8.4386	\$8.6105	\$9.2993
25,001-50,000	\$8.5442	\$9.2276	\$9.9659	\$10.7631	\$11.6241
50,001-Above	\$10.6802	\$11.5346	\$12.4572	\$13.4538	\$14.5302

Per outside Industrial user, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Industrial Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$170.00	\$170.00	\$170.00	\$173.46	\$187.34
1 ½" Meter	\$170.00	\$196.31	\$237.71	\$284.48	\$337.22
2" Meter	\$190.02	\$261.74	\$343.71	\$437.13	\$543.29
3" Meter	\$413.10	\$743.58	\$1,124.30	\$1,561.16	\$2,060.73
4" Meter & up	\$495.72	\$922.04	\$1,413.39	\$1,977.47	\$2,622.75

Per Outside Industrial user, there will be a tiered rate for consumption over the first 1,000 gallons per month.

Tiered Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1,001 – 3,750,000	\$7.4768	\$7.4768	\$7.4768	\$7.6292	\$8.2394
3,750,001 – 7,500,000	\$7.1666	\$7.1666	\$7.1666	\$7.3125	\$7.8975
7,500,001 & up	\$6.8564	\$6.8564	\$6.8564	\$6.9960	\$7.5558

SECTION 4: That the monthly rates and charges for sewer service outside the city limits of the City of Denison, as established by Ordinance No. 5028 be amended as follows:

Per outside Residential living unit, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Residential Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$52.00	\$52.00	\$57.03	\$63.30	\$69.00
1 ½" Meter	\$52.00	\$65.46	\$84.41	\$103.83	\$124.20
2" Meter	\$59.52	\$87.29	\$122.06	\$159.53	\$200.12
3" Meter	\$129.38	\$247.97	\$399.23	\$569.76	\$759.05
4" Meter & up	\$155.25	\$307.49	\$501.89	\$721.70	\$966.06

Per outside Residential living unit, there will be a volume rate per 1,000 gallons consumption over the first 1,000 gallons per month.

Residential Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
Per 1,000	\$5.4136	\$5.4136	\$6.0245	\$6.6872	\$7.2891

Per outside Commercial user, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Commercial Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$100.00	\$100.00	\$100.00	\$126.62	\$138.02
1 ½" Meter	\$100.00	\$130.94	\$168.81	\$207.65	\$248.42
2" Meter	\$119.03	\$174.57	\$244.10	\$319.07	\$400.23
3" Meter	\$258.75	\$495.95	\$798.47	\$1,139.52	\$1,518.09
4" Meter & up	\$310.50	\$614.97	\$1,003.79	\$1,443.39	\$1,932.11

Per outside Commercial user, there will be a volume rate per 1,000 gallons consumption over the first 1,000 gallons per month.

Commercial Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
Per 1,000	\$8.0974	\$8.0974	\$9.2364	\$10.2524	\$11.1750

Per outside Industrial user, there will be a minimum base charge per month based on meter size, which includes the first 1,000 gallons of consumption.

Industrial Base Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
1" Meter and Below	\$166.00	\$166.00	\$189.35	\$210.18	\$229.10
1 1/2" Meter	\$166.00	\$217.34	\$280.23	\$344.69	\$412.37
2" Meter	\$197.58	\$289.79	\$405.21	\$529.65	\$664.37
3" Meter	\$429.53	\$823.26	\$1,325.45	\$1,891.59	\$2,520.03
4" Meter & up	\$515.43	\$1,020.84	\$1,666.28	\$2,396.03	\$3,207.30

Per Outside Industrial user, there will be a volume rate per 1,000 gallons of consumption over the first 1,000 gallons per month.

Industrial Volume Rate	12/1/2022	12/1/2023	12/1/2024	12/1/2025	12/1/2026
Per 1,000	\$8.0974	\$8.0974	\$9.2364	\$10.2524	\$11.1750

SECTION 5: That the rates and charges herein adopted shall be effective and implemented on all statements for water and sewer service rendered on or after January 1, 2023.

SECTION 6: Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Denison, Texas, in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 7: Repealer. All ordinances, parts of ordinances, resolutions, and parts of resolutions in conflict with this ordinance are hereby repealed to the extent of conflict with this ordinance.

SECTION 8: Continuation. That nothing in this ordinance (or any code adopted herein) shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed by this ordinance and such prior law is continued in effect for purposes of such pending matter.

SECTION 9: Publishing and Effective Date. This ordinance shall be published and become effective according to law.

SECTION 10: Open Meeting. That it is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041, Texas Government Code.

AND IT IS SO ORDERED.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Spiegel, the above and foregoing ordinance was passed and approved on this the 12th day of December 2022, by the following vote:

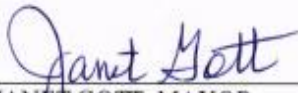
Ayes: Hander, Thorne, Gott, Doty, Crawley and Spiegel

Nays:

Abstentions:

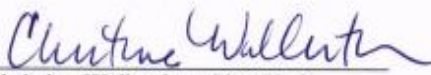
Absent: Courtright

At a regular called meeting December 12, 2022.



JANET GOTT, MAYOR

ATTEST:



Christine Wallentine, City Clerk

Appendix D: Utility Profile

Section I. Contact Information

Name of Utility: City of Denison

Public Water Supply Identification Number (PWS ID): TX0910003

Certificate of Convenience and Necessity (CCN) Number: Surface Water Right ID 10204

Number: 20077

Wastewater ID Number:

Contact: Ronnie Bates

Title: Director of Public Works

Address: 300 W Main Street City: Denison State: TX

Zip Code: 75021 Email: rbates@cityofdenison.com

Telephone Number: 903-465-2720 x2441 Date:

Is this person the designated Conservation Coordinator? ☐ Yes ☒ No

Coordinator: First Name: Ronnie Last Name: Bates

Title: Director of Public Works

Address: 300 W Main Street City: Denison 75020

Email: rbates@cityofdenison.com Telephone Number: 903-465-2720

Regional Water Planning Group: C

Groundwater Conservation District:

Our records indicate that you:

☐ Received financial assistance of \$500,000 or more from TWDB

☒ Have 3,300 or more retail connections ☒ Have a surface water right with TCEQ

A. Population and Service Area Data

1. Current service area size in square miles:

23

2. Historical service area population for the previous five years, starting with the most current year.

Year	Historical Population Served By Retail Water Service	Historical Population Served By Wholesale Water Service	Historical Population Served By Wastewater Water Service
2022	26,328	6,681	26,328
2021	24,479	6,576	24,479
2020	25,529	6,471	25,529
2019	22,682	6,366	22,682
2018	22,682	6,261	22,682

3. Projected service area population for the following decades.

Year	Projected Population Served By Retail Water Service	Projected Population Served By Wholesale Water Service	Projected Population Served By Wastewater Water Service
2030	49,484	7,515	30,410
2040	70,783	8,731	30,768
2050	78,948	9,649	33,805
2060	87,113	10,664	39,346
2070	95,278	11,451	52,403

4. Described source(s)/method(s) for estimating current and projected populations.

Current and projected numbers were derived from annual conservation report, the 2021 Region C Water Plan, and from the updates resulting from the 2026 Region C water projections.

Attached file(s):

File Name	File Description
-----------	------------------

WATER CONSERVATION PLAN 2023

Water System Master Plan service area Map.pdf	Service area map
---	------------------



B. System Input

System input data for the previous five years.

Total System Input = Self-supplied + Imported – Exported

Year	Water Produced in Gallons	Purchased/Imported Water in Gallons	Exported Water in Gallons	Total System Input	Total GPCD
2022	1,953,840,000	0	263,591,717	1,690,248,283	176
2021	1,823,790,000	0	207,188,008	1,616,601,992	181
2020	1,653,272,000	0	196,583,704	1,456,688,296	156
2019	1,576,690,000	0	173,043,113	1,403,646,887	170
2018	1,692,007,000	0	177,602,007	1,514,404,993	183
Historic 5-year Average	1,739,919,800	0	203,601,710	1,536,318,090	173

1. Designed daily capacity of system in gallons - **12,800,000 Gallons**

2. Storage Capacity 2a. Elevated storage in gallons: **3,975,000 Gallons**

2b. Ground storage in gallons: **4,380,000 Gallons**

C. Projected Demands

- The estimated water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demand Annual Average (gallons)
2023	28,554	1,690,556,091
2024	29,784	1,763,362,037
2025	31,013	1,836,167,983
2026	32,243	1,908,973,929
2027	36,756	2,176,184,352
2028	41,270	2,443,394,775
2029	45,783	2,710,605,199

2030	50,296	2,977,815,622
2031	54,396	3,220,561,455
2032	58,496	3,463,307,287

2. Description of source data and how projected water demands were determined. – The water demand was calculated by multiplying projected per capita demand by projected population.

D. High Volume Customers

1. The annual water use for the five highest volume RETAIL customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
Ruiz Foods	Industrial	113,979,969	Treated
Kwikset	Industrial	39,151,555	Treated
Denison Independent School District	Institutional	34,080,395	Treated
Texoma Medical Center	Institutional	30,839,958	Treated
Greystone Apartments	Multifamily Residential	11,988,400	Treated

2. The annual water use for the five highest volume WHOLESALE customers.

Customer	Water Use Category	Annual Water Use	Treated or Raw
City of Pottsboro	Municipality	164,720,000	Treated
Oak Ridge South Gale WSC	Water Utility	63,730,000	Treated
Thompson Heights	Residential Subdivision	14,360,000	Treated
Rocky Point Estates (Monarch Utilities)	Residential Subdivision	8,500,000	Treated
Northern Hills	Residential Subdivision	7,410,000	Treated

E. Utility Data Comment Section

Additional comments about utility data.

--

Section II: Water System Data

A. Retail Water Supplier Connections

1. List of active retail connections by major water use category.

Water Use Category Type	Total Retail Connections (Active + Inactive)	Percent of Total Connections
Residential - Single Family	10,867	82.5%
Residential - Multi-Family	1,274	9.67%
Industrial	5	.05%
Commercial	1,013	7.7%
Institutional	9	.08%
Agricultural	0	0%
Total	13,168	100%

2. Net number of new retail connections by water use category for the previous five years.

	Net Number of New Retail Connections						
Year	Residential - Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2022	1,085	0	0	0	0	0	1,085
2021	216	156	-13	30	-122	0	267
2020	107	0	11	-168	131	0	81
2019	360	36	-6	137	-103	0	424
2018	64	36	13	-125	103	0	91

B. Accounting Data

The previous five years gallons of RETAIL water provided in each major water use category.

Year	Residential Single Family	Residential - Multi-Family	Industrial	Commercial	Institutional	Agricultural	Total
2022	1,019,645,269	42,728,939	157,476,621	279,000,000	99,652,450	0	1,598,503,279
2021	631,092,128	56,223,885	171,686,228	279,096,275	159,333,659	0	1,297,432,175
2020	568,728,810	43,972,030	170,890,789	255,954,122	73,005,794	0	1,112,551,545

2019	569,320,680	44,731,791	247,422,586	370,831,190	0	0	1,232,306,247
2018	619,949,986	50,928,560	174,532,892	232,200,017	96,122,802	0	1,173,734,257

C. Residential Water Use

The previous five years residential GPCD for single family and multi-family units.

Year	Residential - Single Family	Residential - Multi-Family	Total Residential
2022			
2021	71	48	119
2020	65	43	108
2019	66	44	110
2018	75	52	127
Historical Average	69	47	116

D. Annual and Seasonal Water Use

1. The previous five years gallons of treated water provided to RETAIL customers.

Month	Total Gallons of Treated Water				
	2022	2021	2020	2019	2018
January	98,629,002	100,218,157	92,146,227	97,539,416	109,228,600
February	90,944,684	126,213,818	87,543,217	85,880,438	88,316,343
March	101,673,662	113,542,991	90,801,170	98,393,694	99,232,801
April	110,751,446	122,297,807	94,965,192	97,968,771	97,743,089
May	123,999,084	118,624,788	107,945,007	107,589,205	127,532,259
June	164,160,727	145,595,810	151,647,271	123,248,376	154,371,387
July	249,218,317	198,678,914	163,581,032	163,405,150	192,302,607
August	188,451,156	170,535,667	171,882,700	166,754,408	176,258,382
September	157,995,594	159,639,514	122,676,065	148,510,544	138,720,267
October	155,527,779	137,932,206	149,285,641	124,200,259	130,888,779
November	108,601,584	116,954,595	116,583,294	95,115,692	103,013,263
December	140,295,248	106,367,725	107,631,480	95,040,934	96,797,216

Total	1,690,248,283	1,616,601,992	1,456,688,296	1,403,646,887	1,514,404,993
--------------	----------------------	----------------------	----------------------	----------------------	----------------------

2. The previous five years' gallons of raw water provided to RETAIL customers. NO RAW WATER PROVIDED TO RETAIL CUSTOMERS*

Month	Total Gallons of Raw Water				
	2022	2021	2020	2019	2018
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
Total					

3. Summary of seasonal and annual water use.

	Summer RETAIL (Treated + Raw)	Total RETAIL (Treated + Raw)
2022	601,830,200	1,690,248,283
2021	514,810,391	1,616,601,992
2020	487,111,003	1,456,688,296
2019	453,407,934	1,403,646,887
2018	522,932,376	1,514,404,993
Average in Gallons	516,018,381	1,536,318,090

E. Water Loss

Water Loss data for the previous five years.

Year	Total Water Loss in Gallons	Water Loss in GPCD	Water Loss as a Percentage
2022	79,966,292	9	4.75%
2021	297,332,752	33	18.38 %
2020	241,070,198	26	17.26 %
2019	143,785,305	17	10.16 %
2018	313,295,507	38	20.52 %
Average	215,090,011	25	12.6%

F. Peak Day Use

Average Daily Water Use and Peak Day Water Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (peak/avg)
2022	5,353,000	11,050,000	2.06
2021	4,997,000	9,650,000	1.93
2020	4,517,000	8,620,000	1.91
2019	4,320,000	7,710,000	1.78
2018	4,636,000	9,320,000	2.01

G. Summary of Historic Water Use

Water Use Category	Historical Average (Gal)	Percent of Connections	Percent of Water Use
Residential - Single Family	681,747,375	82.5%	53%
Residential - Multi-Family	47,717,041	9.7%	4%
Industrial	184,401,823	0.1%	14%
Commercial	283,416,321	7.7%	22%
Institutional	85,622,941	0.1%	7%
Agricultural	0	0%	0%

H. System Data Comment Section

Section III: Wastewater System Data

Wastewater System Data

1. Design capacity of wastewater treatment plant(s) in gallons per day:

6,412,000

2. List of active wastewater connections by major water use category.

Water Use Category	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal	10,867	0	10,867	82.5%
Industrial	1,274	0	1,274	9.67%
Commercial	5	0	5	.05%
Institutional	1,013	0	1,013	7.7%
Agricultural	0	0	0	0
TOTAL	13,159	0	13,159	100%

3. Percentage of water serviced by the wastewater system:
- 100%**

4. Number of gallons of wastewater that was treated by the utility for the
- previous five years
- .

Month	Total Gallons of Treated Water				
	2022	2021	2020	2019	2018
January	75,860,000	88,352,000	129,081,000	126,463,000	75,990,000
February	71,020,000	78,730,000	131,497,000	98,465,000	101,317,000
March	83,160,000	98,705,000	152,582,000	124,306,000	124,662,000
April	91,970,000	99,707,000	116,495,000	128,712,000	98,297,000
May	91,220,000	153,668,000	130,462,000	164,637,000	84,950,000
June	80,200,000	131,845,000	94,858,000	91,679,000	68,772,000
July	66,810,000	83,465,000	80,415,000	82,431,000	68,265,000
August	68,760,000	90,283,000	73,296,000	77,082,000	76,856,000
September	63,280,000	71,070,000	83,303,000	72,139,000	83,893,000
October	68,650,000	70,435,000	75,298,000	79,300,000	141,963,000
November	99,700,000	72,575,000	72,647,000	96,539,000	101,847,000

December	91,730,000	68,890,000	79,291,000	92,777,000	124,451,000
Total	952,360,000	1,107,725,000	1,219,225,000	1,234,530,000	1,151,263,000

5. Could treated wastewater be substituted for potable

water? ☐ Yes ☒ No

B. Reuse Data

1. Data by type of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site Irrigation	
Plant wash down	52,000,000
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (park, golf courses)	
Agricultural	
Discharge to surface water	
Evaporation Pond	
Other	
Total	52,000,000

C. Wastewater System Data Comment

Additional comments and files to support or explain wastewater system data listed below.

Appendix E: Drought Contingency Plan

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a Public Hearing and take action on an ordinance adopting the City of Denison budget for the fiscal year beginning October 1, 2023 and ending on September 30, 2024; and appropriating the funds for the various funds and purposes of such budget.

Staff Contact

Laurie Alsabbagh, Finance Director
lalsabbagh@cityofdenison.com
903-465-2720 EXT 2492

Summary

- Staff began the budget process in February
- Interim City Manager met with staff individually to go over budget requests in June
- Budget Workshop held on June 30, 2023
- Budget Updates presented to Council in July and August
- Public Hearing and Adoption of Budget and Ordinance on September 5, 2023

Staff Recommendation

Staff recommends holding the public hearing and funding the projects and program enhancements identified in the attached proposed budget and approving the FY2024 budget and ordinance as presented.

Recommended Motion

“I move to approve the ordinance adopting the City of Denison budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, and appropriating the funds for the various funds and purposes of such budget.”

Background Information and Analysis

The Truth in Taxation rules and Local Government Code mandate a governmental unit publish the proposed operating budget and hold a public hearing on the proposed budget. Staff has held ongoing meetings since March on the FY2024 budget including a workshop held with Council. Presentations have been made at Council meetings as well. The proposed budget has been posted on the City of Denison website and available in the City Clerk’s office since August 11, 2023. The proposed budget is updated with any changes that have occurred over the course of our budget process. The Interim City Manager has met with all departments and identified priorities and made recommendations based on those priorities. The public hearing, adoption of the budget and approval of the ordinance are set for September 5, 2023 at 6 PM at Denison City Hall Council Chambers, 300 W Main, Denison, Texas.

Financial Considerations

See updated FY2024 Proposed Budget

Prior Board or Council Action

None.

Alternatives

The City is required to hold the public hearing. Council may reject all budget requests and/or offer alternative solutions.

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, ADOPTING THE BUDGET FOR THE CITY OF DENISON FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; AND ENDING ON SEPTEMBER 30, 2024 FOR THE CITY OF DENISON; AND APPROPRIATING FUNDS FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the proposed budget has been prepared by the City Manager of the City of Denison and on file in the office of the City Clerk and available to the citizens for inspection since August 11, 2023; and

WHEREAS, all public notices and hearings on the budget have been duly advertised, published and conducted as required by law; and

WHEREAS, all citizens were given the opportunity to be heard regarding the budget at the public hearing on September 5, 2023, for which public notice was published and given in all things as required by law; and

WHEREAS, at the public hearing the financial condition, comparative expenditures as filed, and public comments were duly considered; and

WHEREAS, it is the determination of the City Council that the budget should be adopted and the funds therefore appropriated.

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

SECTION 1: The budget for the City of Denison, a municipal corporation, for the fiscal year October 1, 2023, through September 30, 2024, which calls for a total expenditure of forty six million one hundred eighteen thousand eight hundred twenty-three Dollars (\$46,118,823) from the General fund, and twenty three million eight hundred fifty eight thousand seventy-three Dollars (\$23,858,073) from the Utility Fund, is hereby approved, adopted, and ratified; and the funds for said amounts are hereby appropriated.

SECTION 2: A copy of said budget, attached hereto as Exhibit "A" and incorporated herein for all purposes, shall be kept on file at all times in the office of the City Clerk.

SECTION 3: Should any section, subsection, sentence, clause, phrase of this Ordinance, or the budget it adopts, be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance, or the budget, shall remain in full force and effect. Denison hereby declares that it would have passed this Ordinance and adopted the budget, 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 4. All provisions of any ordinance, resolution, and appropriation in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinance, resolution, and appropriation shall remain in full force and effect.

SECTION 5. The City Manager is authorized to approve transfers between line items in any divisional budget which will neither decrease a program or service adopted in said budget, nor increase expenditures over the total amount of expenditures approved in said budget, in order to meet unanticipated expenditures within any

program or service.

SECTION 6. This ordinance shall become and be effective on and after its adoption; provided, however, that the Annual Budget adopted herein, along with fees and charges established herein, shall have an effective date of October 1, 2023.

SECTION 7. It is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that a public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041 Texas Government Code.

AND IT IS SO ORDERED.

On motion by Council member _____, seconded by Council member _____, the City Council adopted the budget for the fiscal year October 1, 2023 through September 30, 2024 by the following roll call vote:

Ayes: _____, _____, _____, _____,
_____, _____, and _____.

Nays: _____, _____, _____, _____,
_____, _____, and _____.

Abstentions: _____, _____, _____,
_____, _____, _____, and _____.

At regular meeting, September 5, 2023.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

APPROVED AS TO FORM:

Julie Fort, City Attorney

Exhibit "A"
FY 2023 – 2024 City of Denison Budget

CITY OF DENISON



Operating Budget FY 2023/2024

Due to the passage of S.B. No. 656, Section 102.007 of the Texas Local Government Code was amended to require that the following information be included as the cover page for a budget document:

This budget will raise more revenue from total property taxes than last year's budget by an amount of \$1,748,437 (15.3% increase). The property tax revenue to be raised from new property added to the tax roll this year is \$953,097.

The members of the governing body voted on the adopted budget as follows:
FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

Property Tax Rate Comparison

	Proposed FY2024	Adopted FY2023
Property Tax Rate:	0.652034	0.652034
No New Revenue Tax Rate:	0.642342	0.603046
No New Revenue M&O Tax Rate:	0.626025	0.552796
Voter Approval Tax Rate:	0.859743	0.772503
Debt Rate:	0.088930	0.104714

The total amount of all outstanding general obligation debt is \$137,735,000

Of this amount, \$111,102,400 is considered self-supporting. Self-supporting debt is currently secured by water and sewer revenues as well as third party funding. In the event such amounts are insufficient to pay debt service, the City will be required to assess an ad valorem tax to pay such obligations.



City of Denison, Texas

Elected Officials

Janet Gott
Mayor

Michael Courtright
Council Member, Place 1

Robert Crawley, Mayor Pro Tem
Council Member, Place 4

James Thorne
Council Member, Place 2

Aaron Thomas
Council Member, Place 5

Josh Massey
Council Member, Place 3

Brian Hander
Council Member, Place 6

Administrative Officials

Bobby Atteberry
Interim City Manager

Renee' Waggoner
Assistant City Manager

Laurie Alsabbagh
Director of Finance

Mary Tate
Director of Planning &
Community Development

Mike Gudgel
Police Chief

Kenneth Jacks
Fire Chief

Ronnie Bates
Director of Public Works

Amy Lay
Director of Employee Services

Chris Wallentine
Assistant to the City Manager/
City Clerk

Joshua Montgomery
Director of Information Technology

Justin Eastwood
Director of Parks & Recreation

Donna Dow
Director of Main Street

Gregory Mitchell
Director of Library

GENERAL FUND

DRAFT

General Fund

The General Fund serves as the City's primary operating fund. It is used to account for the activities associated with the day-to-day operations of the City. General Fund revenues are utilized to provide services to the community, such as general administration, police & fire protection, street maintenance, code compliance, parks & recreational facilities, and economic development.

The following divisions are funded from General Fund revenues:

- Emergency Operations Center (General Fund)
- Executive Services
- Main Street
- Non-Departmental
- Office of the City Marshal
- Cemeteries
- Information Technology
- Employee Services
- Accounting
- Municipal Court
- Public Library
- Marketing & Tourism
- Community Engagement
- Police
- Animal Services
- Communications
- Denison Fire Rescue
- Planning
- Building Permitting & Inspections
- Code Compliance
- Refuse & Recycling
- Facilities
- Traffic & Markings
- Street Maintenance
- Demolition
- Fleet Services
- Parks
- Recreation
- THF Park
- Aquatics

City of Denison
2023/2024 Budget
General Fund Revenues

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
General Fund 001				
<u>Revenues</u>				
Division: 600				
60010	Current Taxes	\$ 7,785,943	\$ 10,352,503	\$ 14,539,822
60020	Current Delinquent Taxes	\$ 2,842,411	\$ 3,400,000	\$ 1,400,000
60030	Delinquent Taxes	\$ 162,204	\$ 180,000	\$ 160,000
60040	Mixed Beverages	\$ 81,591	\$ 70,000	\$ 80,000
60050	Sales Tax	\$ 7,277,734	\$ 8,230,000	\$ 8,800,000
60060	Bingo Tax	\$ 2,849	\$ 3,000	\$ 4,000
60070	P.I.L.O.T.	\$ 46,700	\$ 50,977	\$ 50,000
60080	Hotel/Motel Tax	\$ 668,781	\$ -	\$ -
60085	Short-Term Rental Tax	\$ 63,230	\$ -	\$ -
60090	Atmos Energy	\$ 444,025	\$ 482,000	\$ 425,000
60100	Electricity Franchise Fee	\$ 916,513	\$ 964,804	\$ 975,000
60110	Telephone Fees	\$ 49,648	\$ 45,000	\$ 45,000
60120	Cableone	\$ 139,110	\$ 130,000	\$ 130,000
60130	Encroachment fees	\$ -	\$ 900	\$ -
60140	W&S Franchise Fees	\$ 780,993	\$ 895,000	\$ 1,025,000
60150	Code Compliance	\$ 260,339	\$ 120,000	\$ 125,000
61020	Licenses - Beverages	\$ 7,290	\$ 8,000	\$ 8,000
61040	Permits - Building	\$ 667,529	\$ 500,000	\$ 600,000
61050	Permits - Electrical	\$ 45,498	\$ 32,000	\$ 30,000
61060	Permits - Plumbing, Heat, AC	\$ 87,228	\$ 70,000	\$ 65,000
61070	Permits - Miscellaneous	\$ 29,450	\$ 22,000	\$ 20,000
61090	Off Prem. Sign Annual Fee	\$ 6,025	\$ 6,025	\$ 6,025
61100	Registration-Electrical, Plumbing	\$ 36,050	\$ 36,000	\$ 35,000
61120	Planning & Zoning	\$ 61,447	\$ 60,000	\$ 55,000
62010	Penalty & Interest	\$ 198,980	\$ 180,000	\$ 150,000
62020	Traffic & Criminal	\$ 375,158	\$ 400,000	\$ 450,000
63000	Emergency Response	\$ 7,173	\$ 28,000	\$ 35,000
63010	Refuse Disposal	\$ 6,021,592	\$ 7,000,000	\$ 7,360,000
63020	Ambulance Service	\$ 223,977	\$ 1,375,000	\$ 1,500,000
63030	Swimming Pools	\$ 274,718	\$ 265,000	\$ 275,000
63045	Food Truck	\$ 34,622	\$ 35,000	\$ 35,000
63046	Kayak Rentals	\$ 4,731	\$ 2,500	\$ 8,000
63050	Recreation Revenue	\$ 27,741	\$ 25,000	\$ 40,000
63060	T-Bar Fields	\$ 14	\$ 1,000	\$ 40,000
63090	Bag Sales	\$ 137	\$ -	\$ -
63100	Special Refuse Charges	\$ 53,802	\$ 50,000	\$ 50,000
63110	Collection Station	\$ 50,254	\$ 60,000	\$ 60,000
63120	Concrete Box Sales	\$ 27,290	\$ 25,000	\$ 20,000
63130	Lot Sales	\$ 46,280	\$ 40,000	\$ 45,000
63140	Open/Close Fees	\$ 64,715	\$ 55,000	\$ 65,000
63150	Vault Setting/Foundation Fees	\$ 3,400	\$ 3,000	\$ 2,500
63210	Library Fees	\$ 1,381	\$ 1,700	\$ 2,000
63230	Library-Reimbursing Grant	\$ 38,254	\$ 51,258	\$ 45,000
63250	Fax & Photocopies	\$ 10,087	\$ 10,200	\$ 9,000
63950	THF Park Revenue	\$ 259,541	\$ 275,000	\$ 325,000
64020	County Fire Fighting	\$ 107,462	\$ 107,462	\$ 292,000
65010	Interest Income	\$ 38,369	\$ 350,000	\$ 350,000
65030	E-911	\$ 184,709	\$ 180,000	\$ 185,000
65060	Lease Proceeds	\$ 2,629,364	\$ 2,218,000	\$ 2,218,800
65080	Security & Task Force Reimbursement	\$ 241,636	\$ 150,000	\$ 150,000
65090	TASWA Gainsharing	\$ 497,016	\$ 557,952	\$ 500,000
65100	Miscellaneous	\$ 315,389	\$ 240,000	\$ 300,000
65110	Transfer/W&S	\$ 1,404,285	\$ 1,614,960	\$ 1,706,704
65130	Gain/Loss on Sale of Assets	\$ 29,621	\$ 200,000	\$ 150,000
65140	Credit Card Convenience Fees	\$ -	\$ -	\$ 80,000
65190	Federal Relief Funds	\$ 8,692	\$ -	\$ -
65200	External Reimbursements	\$ 12,821	\$ 7,000	\$ 15,000
08100	Transfers In	\$ 1,271,823	\$ 856,880	\$ 1,088,127
General Fund Revenues		\$ 36,927,623	\$ 42,023,121	\$ 46,129,978

City of Denison
2023/2024 Budget
General Fund Division Summaries

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
General Fund 001				
<u>Expenditures</u>				
001-001	Emergency Operations Center	\$ 4,572	\$ -	\$ -
001-002	Executive Services	\$ 1,167,143	\$ 1,239,606	\$ 1,336,382
001-003	Main Street	\$ 286,964	\$ 447,441	\$ 462,831
001-004	Non-Departmental	\$ 5,525,174	\$ 6,811,942	\$ 7,963,228
001-007	City Marshal	\$ 122,891	\$ 132,760	\$ 139,437
001-008	Cemeteries	\$ 366,917	\$ 341,952	\$ 378,616
001-009	Information Technology	\$ 1,177,794	\$ 1,328,300	\$ 1,457,611
001-010	Employee Services	\$ 383,025	\$ 404,105	\$ 439,246
001-011	Accounting	\$ 620,543	\$ 653,186	\$ 728,782
001-015	Municipal Court	\$ 238,990	\$ 264,412	\$ 289,431
001-016	Public Library	\$ 813,784	\$ 867,229	\$ 1,000,173
001-017	Marketing & Tourism	\$ 413,587	\$ 422,537	\$ 463,418
001-018	Community Engagement	\$ 171,839	\$ 151,800	\$ 185,959
001-020	Police	\$ 5,299,043	\$ 6,237,396	\$ 7,474,934
001-022	Animal Services	\$ 312,642	\$ 328,401	\$ 346,377
001-023	Public Safety Communications	\$ 1,062,321	\$ 1,207,082	\$ 1,147,548
001-024	Denison Fire Rescue	\$ 6,386,299	\$ 7,310,053	\$ 8,011,341
001-030	Planning	\$ 740,462	\$ 620,174	\$ 899,043
001-037	Building Permitting & Inspections	\$ 440,656	\$ 501,309	\$ 557,602
001-038	Code Compliance	\$ 425,065	\$ 505,638	\$ 568,093
001-044	Refuse & Recycling	\$ 2,414,008	\$ 2,702,785	\$ 3,076,524
001-046	Building Maintenance	\$ 211,611	\$ 361,673	\$ 414,945
001-055	Traffic & Markings	\$ 365,403	\$ 508,429	\$ 474,719
001-057	Street Maintenance	\$ 648,024	\$ 979,595	\$ 1,020,787
001-058	Demolition	\$ 66,508	\$ 89,937	\$ 246,784
001-060	Fleet & Facility Services	\$ 1,927,833	\$ 1,839,793	\$ 1,776,210
001-070	Parks	\$ 1,186,910	\$ 1,358,869	\$ 1,435,604
001-071	Recreation	\$ 400,511	\$ 421,380	\$ 523,303
001-074	THF Park	\$ 983,165	\$ 991,735	\$ 999,405
001-075	Aquatics	\$ 474,813	\$ 501,689	\$ 532,765
001-000	Transfers Out	\$ 1,262,016	\$ 1,709,452	\$ 1,707,725
001-000	Bad Debt Expense	\$ 54,776	\$ 60,000	\$ 60,000
General Fund Expenditures		\$ 35,955,289	\$ 41,300,660	\$ 46,118,823
Revenue Total:		\$ 36,927,623	\$ 42,023,121	\$ 46,129,978
Expenditure Total:		\$ (35,955,289)	\$ (41,300,660)	\$ (46,118,823)
General Fund Net Total:		\$ 972,334	\$ 722,461	\$ 11,155

**City of Denison
2023/2024 Budget
General Fund Division Detail**

Account Description	Actual 2022	Estimated 2023	Proposed 2024
General Fund 001			
<u>Expenditures</u>			
Division: 001 - Emergency Operations Center (EOC)			
81010 Social Security - Full Time	\$ 124	\$ -	\$ -
81020 Retirement TMRS	\$ 188	\$ -	\$ -
81100 Salaries & Wages - Full time	\$ 1,615	\$ -	\$ -
82700 Professional Fees	\$ -	\$ -	\$ -
83160 Auto/Equip Fuel	\$ 108	\$ -	\$ -
83290 Safety/PPE	\$ -	\$ -	\$ -
83300 Department Supplies	\$ -	\$ -	\$ -
83305 Bottled Water	\$ 53	\$ -	\$ -
83310 Equipment	\$ 2,484	\$ -	\$ -
83440 Building Maintenance	\$ -	\$ -	\$ -
83460 Auto Maintenance	\$ -	\$ -	\$ -
83560 Park Maintenance	\$ -	\$ -	\$ -
83980 Miscellaneous	\$ -	\$ -	\$ -
84135 Rent Assistance Payments	\$ -	\$ -	\$ -
Division Total: Emergency Operations Center	\$ 4,572	\$ -	\$ -

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 002 - Executive Services				
81010	Social Security - Full Time	\$ 32,851	\$ 32,831	\$ 34,388
81015	Social Security - Part Time	\$ 321	\$ 321	\$ 321
81020	Retirement TMRS	\$ 49,164	\$ 46,446	\$ 49,447
81040	Employee Insurance	\$ 11,729	\$ 19,000	\$ 34,738
81050	Workers' Compensation	\$ 414	\$ 432	\$ 474
81080	Longevity	\$ -	\$ 1,560	\$ 2,040
81100	Salaries & Wages - Full Time	\$ 426,983	\$ 429,162	\$ 447,474
81150	Salaries & Wages - Part Time	\$ 4,201	\$ 4,200	\$ 4,200
81198	Accrued Wages	\$ 1,657	\$ -	\$ -
82030	Information Technology	\$ -	\$ -	\$ 3,100
82040	Postage	\$ 839	\$ 1,250	\$ 1,250
82160	Training/Travel	\$ 25,839	\$ 35,000	\$ 35,000
82180	Tuition Reimbursement	\$ -	\$ 5,000	\$ 10,500
82200	Car Allowance	\$ 3,231	\$ -	\$ -
82700	Professional Fees	\$ 259,957	\$ 297,500	\$ 327,500
82740	Advertising	\$ 16,416	\$ 13,000	\$ 13,000
82780	Printing & Binding	\$ 21	\$ 500	\$ 500
82820	Membership/Subscriptions	\$ 1,794	\$ 6,400	\$ 5,600
83010	Office Supplies	\$ 5,789	\$ 6,500	\$ 6,500
83020	Service Awards	\$ 558	\$ 800	\$ 800
83050	Hospitality	\$ 822	\$ 500	\$ 1,050
83060	Uniforms/Boots	\$ 403	\$ 100	\$ -
83120	Food	\$ 3,933	\$ 6,000	\$ 5,000
83130	Food - Council	\$ 1,128	\$ 1,000	\$ -
83245	Reimbursed Expenses	\$ 1,266	\$ -	\$ -
83300	Department Supplies	\$ -	\$ 14,005	\$ -
83930	Special Events	\$ 14,037	\$ 9,000	\$ 8,500
84360	Elections	\$ 10,352	\$ 19,100	\$ 20,000
84400	Legal Services	\$ 293,440	\$ 290,000	\$ 325,000
Division Total: Executive Services		\$ 1,167,143	\$ 1,239,606	\$ 1,336,382

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 003 - Main Street				
81010	Social Security - Full Time	\$ 9,187	\$ 15,919	\$ 17,535
81015	Social Security - Part Time	\$ -	\$ 300	\$ -
81020	Retirement TMRS	\$ 14,211	\$ 22,521	\$ 25,214
81040	Employee Insurance	\$ 11,534	\$ 26,045	\$ 27,321
81050	Workers' Compensation	\$ 120	\$ 206	\$ 239
81080	Longevity	\$ -	\$ 1,200	\$ 1,560
81090	Overtime	\$ -	\$ 2,900	\$ -
81100	Salaries & Wages - Full Time	\$ 123,837	\$ 208,095	\$ 227,662
81150	Salaries & Wages - Part Time	\$ -	\$ 4,000	\$ -
81198	Accrued Wages	\$ 2,001	\$ -	\$ -
82030	Information Technology	\$ -	\$ 8	\$ -
82040	Postage	\$ 3	\$ 300	\$ 300
82160	Training/Travel	\$ 8,727	\$ 25,800	\$ 10,500
82180	Tuition Reimbursement	\$ -	\$ 2,000	\$ -
82620	Electricity	\$ 243	\$ 1,500	\$ 1,800
82700	Professional Fees	\$ 552	\$ 11,200	\$ 11,200
82730	Community Outreach	\$ -	\$ 66	\$ -
82740	Advertising	\$ 19,184	\$ 10,000	\$ 12,000
82750	Rent	\$ -	\$ 12,750	\$ 12,750
82780	Printing & Binding	\$ 11,919	\$ 10,500	\$ 6,200
82820	Membership/Subscriptions	\$ 1,401	\$ 2,500	\$ 2,500
83010	Office Supplies	\$ 4,402	\$ 1,000	\$ 1,000
83020	Service Awards	\$ 1,378	\$ 500	\$ 500
83060	Uniforms/ Boots	\$ -	\$ -	\$ 300
83280	Minor Tools	\$ -	\$ -	\$ 1,500
83290	Safety/ PPE	\$ -	\$ 109	\$ -
83300	Department Supplies	\$ -	\$ -	\$ 750
83480	Machine & Equipment Maintenance	\$ 225	\$ 22	\$ -
83920	Historic Preservation	\$ 305	\$ 8,000	\$ 2,000
83930	Special Events	\$ 77,734	\$ 80,000	\$ 100,000
Division Total: Main Street		\$ 286,964	\$ 447,441	\$ 462,831

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description	Actual 2022	Estimated 2023	Proposed 2024
General Fund 001			
<u>Expenditures</u>			
Division: 004 - Non-Departmental			
82210 Enterprise Car Rental Program	\$ 474,386	\$ 575,000	\$ 800,000
82620 Electricity	\$ 30,627	\$ 30,627	\$ 30,627
82700 Professional Fees	\$ -	\$ 75,000	\$ 10,000
82820 Membership/Subscriptions	\$ 12,842	\$ 12,500	\$ 12,500
82905 Grant Match	\$ -	\$ -	\$ 40,000
83285 Capital Requests (Budgeted)	\$ -	\$ 126,401	\$ 292,290
83286 Capital Requests (Lease)	\$ 2,152,078	\$ 2,218,800	\$ 2,218,800
83287 Capital Requests (Appropriated)	\$ -	\$ 65,000	\$ -
84040 Utility Rate Case Expense	\$ 4,900	\$ 5,001	\$ 4,900
84060 Insurance-Liability	\$ 196,352	\$ 225,000	\$ 250,000
84110 Texoma Community Center Contrib.	\$ 40,000	\$ 40,000	\$ 45,000
84115 Texoma Family Shelter	\$ -	\$ 25,000	\$ -
84130 Contracts & Agreements	\$ 221,044	\$ 115,000	\$ 127,500
84140 Contingency	\$ 144,552	\$ 147,000	\$ 50,000
84160 Taps Contract	\$ 23,625	\$ 31,500	\$ 31,500
84170 Credit Card Merchant Fees	\$ 92,867	\$ 80,000	\$ 80,000
84180 Claims & Refunds	\$ -	\$ 1,000	\$ 1,500
84260 Interest Expense	\$ 100,929	\$ 170,653	\$ 136,266
84270 Lease Payments	\$ 1,007,461	\$ 1,229,882	\$ 1,176,871
84700 Tax Collections	\$ 13,049	\$ 13,500	\$ 13,500
84940 TIRZ Contributions	\$ 730,235	\$ 1,306,078	\$ 2,256,974
84941 TIRZ Administration	\$ 36,283	\$ 13,000	\$ 15,000
84950 Appraisal District	\$ 243,947	\$ 306,000	\$ 370,000
Division Total: Non-Departmental	\$ 5,525,174	\$ 6,811,942	\$ 7,963,228

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 007 - City Marshal				
81010	Social Security - Full Time	\$ 5,451	\$ 5,731	\$ 6,200
81015	Social Security - Part Time	\$ 1,761	\$ 2,095	\$ 2,029
81020	Retirement TMRS	\$ 8,182	\$ 8,108	\$ 8,915
81040	Employee Insurance	\$ 6,410	\$ 6,594	\$ 6,916
81050	Workers' Compensation	\$ 707	\$ 1,062	\$ 1,464
81080	Longevity	\$ -	\$ 720	\$ 300
81090	Overtime	\$ -	\$ 500	\$ 300
81100	Salaries & Wages - Full Time	\$ 71,636	\$ 74,420	\$ 80,743
81150	Salaries & Wages - Part Time	\$ 23,023	\$ 27,380	\$ 26,520
81198	Accrued Wages	\$ 324	\$ -	\$ -
82160	Training/Travel	\$ 2,923	\$ 4,500	\$ 4,500
82700	Professional Fees	\$ 1,000	\$ 200	\$ 200
82820	Membership/Subscriptions	\$ 88	\$ 100	\$ 100
83010	Office Supplies	\$ 55	\$ 350	\$ 250
83060	Uniforms/Boots	\$ 523	\$ 500	\$ 500
83290	Safety/PPE	\$ 808	\$ 500	\$ 500
Division Total: City Marshal		\$ 122,891	\$ 132,760	\$ 139,437

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 008 - Cemeteries				
81010	Social Security - Full Time	\$ 13,524	\$ 13,500	\$ 16,475
81015	Social Security - Part Time	\$ 1,061	\$ 1,900	\$ 1,836
81020	Retirement TMRS	\$ 20,454	\$ 19,000	\$ 23,689
81040	Employee Insurance	\$ 22,644	\$ 28,500	\$ 33,895
81050	Workers' Compensation	\$ 2,719	\$ 3,702	\$ 4,138
81080	Longevity	\$ -	\$ 600	\$ 780
81090	Overtime	\$ 9,145	\$ 5,000	\$ 5,000
81100	Salaries & Wages - Full Time	\$ 172,602	\$ 179,000	\$ 209,578
81150	Salaries & Wages - Part Time	\$ 13,867	\$ 25,000	\$ 24,000
81198	Accrued Wages	\$ 2,117	\$ -	\$ -
82040	Postage	\$ 83	\$ -	\$ 150
82120	Equipment Rental	\$ -	\$ -	\$ 2,500
82140	Oil & Filters	\$ -	\$ 250	\$ 100
82160	Training/Travel	\$ 1,992	\$ 1,000	\$ 1,000
82420	Building & Grounds Maintenance	\$ -	\$ 8,500	\$ 7,000
82620	Electricity	\$ 4,939	\$ 5,000	\$ 6,000
82700	Professional Fees	\$ 19,029	\$ 1,500	\$ -
82710	Temporary-Contract Labor	\$ 18,948	\$ 6,000	\$ -
82820	Membership/Subscriptions	\$ 481	\$ 7,500	\$ 9,975
83010	Office Supplies	\$ 2,606	\$ 1,000	\$ 1,000
83060	Uniforms/Boots	\$ 2,071	\$ 2,650	\$ 2,650
83160	Auto/Equip Fuel	\$ 7,142	\$ 3,500	\$ 3,000
83240	Chemical Supplies	\$ 371	\$ 2,000	\$ 2,500
83280	Minor Tools	\$ 4,781	\$ 1,750	\$ 1,000
83290	Safety/PPE	\$ 623	\$ 400	\$ 400
83300	Department Supplies	\$ 4,274	\$ 3,200	\$ 3,200
83310	Equipment	\$ 5,043	\$ -	\$ -
83378	Burial Supplies	\$ 16,816	\$ 16,000	\$ 16,000
83380	Botanical & Grounds Maintenance	\$ 11,947	\$ -	\$ -
83440	Building Maint	\$ 67	\$ 1,000	\$ 1,250
83480	Machine & Equipment Maintenance	\$ 7,572	\$ 4,500	\$ 1,500
Division Total: Cemeteries		\$ 366,917	\$ 341,952	\$ 378,616

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 009 - Information Technology				
81010	Social Security - Full Time	\$ 22,510	\$ 24,692	\$ 28,448
81020	Retirement TMRS	\$ 34,468	\$ 34,931	\$ 40,905
81040	Employee Insurance	\$ 27,573	\$ 32,782	\$ 34,459
81050	Workers' Compensation	\$ 264	\$ 314	\$ 388
81080	Longevity	\$ -	\$ 2,160	\$ 2,640
81090	Overtime	\$ 1,217	\$ 3,000	\$ 3,000
81100	Salaries & Wages - Full Time	\$ 300,590	\$ 319,766	\$ 369,226
81198	Accrued Wages	\$ 1,626	\$ -	\$ -
82010	Telecommunications	\$ 272,193	\$ 280,000	\$ 300,000
82030	Information Technology	\$ -	\$ 50,000	\$ -
82031	Web Domains	\$ 455	\$ 475	\$ 475
82050	Licenses	\$ 110,255	\$ 123,750	\$ 134,300
82060	Alarm/Burglary	\$ 7,396	\$ 6,035	\$ 7,500
82160	Training/Travel	\$ 132	\$ 8,000	\$ 8,000
82430	Maintenance Fees	\$ 277,810	\$ 314,495	\$ 298,000
82450	Radio Maintenance	\$ 16,516	\$ 21,000	\$ -
82700	Professional Fees	\$ 26	\$ 4,000	\$ 4,000
82760	Office Machines	\$ 35,360	\$ 28,400	\$ 19,020
82820	Membership/Subscriptions	\$ 350	\$ 1,000	\$ 1,000
83010	Office Supplies	\$ 3,364	\$ 2,000	\$ 2,000
83060	Uniform/Boots	\$ 352	\$ 1,250	\$ 1,250
83280	Minor Tools	\$ 144	\$ 250	\$ 250
83283	Workstation/Mobile Equipment	\$ 6,077	\$ 10,000	\$ 10,000
83284	Network Hardware	\$ 21,714	\$ 30,000	\$ 30,000
83300	Department Supplies	\$ 37,403	\$ 30,000	\$ 50,000
83995	Public Safety	\$ -	\$ -	\$ 112,750
Division Total: Information Technology		\$ 1,177,794	\$ 1,328,300	\$ 1,457,611

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 010 - Employee Services				
81010	Social Security - Full Time	\$ 15,094	\$ 16,750	\$ 19,516
81020	Retirement TMRS	\$ 23,282	\$ 23,697	\$ 28,062
81040	Employee Insurance	\$ 19,279	\$ 19,760	\$ 20,790
81050	Workers' Compensation	\$ 178	\$ 224	\$ 265
81080	Longevity	\$ -	\$ 2,160	\$ 2,520
81100	Salaries & Wages - Full Time	\$ 203,846	\$ 218,959	\$ 252,593
81198	Accrued Wages	\$ 744	\$ -	\$ -
82030	Information Technology	\$ 19,688	\$ 21,250	\$ 22,500
82040	Postage	\$ 294	\$ 500	\$ 500
82160	Training/Travel	\$ 4,438	\$ 5,000	\$ 5,000
82170	Staff Development	\$ 2,672	\$ 4,500	\$ 4,500
82700	Professional Fees	\$ 3,575	\$ 12,885	\$ 7,000
82740	Advertising	\$ 525	\$ 3,000	\$ 3,000
82780	Printing & Binding	\$ -	\$ 500	\$ 500
82820	Membership/Subscriptions	\$ 423	\$ 500	\$ 500
82860	Physicals	\$ 22,182	\$ 14,000	\$ 14,000
83010	Office Supplies	\$ 1,286	\$ 1,500	\$ 1,500
83020	Service Awards	\$ 5,861	\$ 5,500	\$ 5,500
83030	Employee Recognition	\$ 16,447	\$ 17,000	\$ 17,000
83050	Hospitality	\$ 1,167	\$ 1,400	\$ 1,000
83290	Safety/PPE	\$ 500	\$ 20	\$ -
83900	Civil Service	\$ 25,515	\$ 20,000	\$ 20,000
84760	Unemployment	\$ 16,030	\$ 15,000	\$ 13,000
Division Total: Employee Services		\$ 383,025	\$ 404,105	\$ 439,246

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 011 - Accounting				
81010	Social Security - Full Time	\$ 33,298	\$ 35,609	\$ 41,915
81015	Social Security - Part Time	\$ -	\$ 200	\$ -
81020	Retirement TMRS	\$ 50,306	\$ 50,377	\$ 60,271
81040	Employee Insurance	\$ 35,937	\$ 45,944	\$ 48,340
81050	Workers' Compensation	\$ 379	\$ 462	\$ 572
81080	Longevity	\$ -	\$ 2,400	\$ 3,240
81100	Salaries & Wages - Full Time	\$ 433,718	\$ 424,454	\$ 517,044
81150	Salaries & Wages - Part Time	\$ -	\$ 2,000	\$ -
81198	Accrued Wages	\$ 2,557	\$ -	\$ -
82040	Postage	\$ 3,057	\$ 2,800	\$ 2,800
82160	Training/Travel	\$ 5,655	\$ 5,000	\$ 5,500
82700	Professional Fees	\$ 48,740	\$ 75,000	\$ 40,000
82780	Printing and Binding	\$ -	\$ 200	\$ 200
82820	Membership/Subscriptions	\$ 1,898	\$ 1,240	\$ 1,400
83010	Office Supplies	\$ 4,996	\$ 7,000	\$ 7,000
83060	Uniforms/Boots	\$ -	\$ 500	\$ 500
Division Total: Accounting		\$ 620,543	\$ 653,186	\$ 728,782

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 015 - Municipal Court				
81010	Social Security - Full Time	\$ 8,262	\$ 8,653	\$ 10,381
81015	Social Security - Part Time	\$ 4,437	\$ 4,677	\$ 4,977
81020	Retirement TMRS	\$ 12,323	\$ 12,242	\$ 14,927
81040	Employee Insurance	\$ 16,114	\$ 19,379	\$ 20,385
81050	Workers' Compensation	\$ 146	\$ 183	\$ 210
81080	Longevity	\$ -	\$ 240	\$ 600
81100	Salaries & Wages - Full Time	\$ 108,945	\$ 113,116	\$ 135,097
81150	Salaries & Wages - Part Time	\$ 57,997	\$ 61,132	\$ 65,054
81198	Accrued Wages	\$ 656	\$ -	\$ -
82040	Postage	\$ 3,057	\$ 3,500	\$ 3,500
82160	Training/Travel	\$ 3,333	\$ 5,000	\$ 5,000
82700	Professional Fees	\$ 20,078	\$ 32,015	\$ 25,000
82820	Membership/Subscriptions	\$ 220	\$ 275	\$ 300
83010	Office Supplies	\$ 2,851	\$ 3,000	\$ 3,000
83060	Uniforms/Boots	\$ 571	\$ 1,000	\$ 1,000
Division Total: Municipal Court		\$ 238,990	\$ 264,412	\$ 289,431

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 016 - Public Library				
81010	Social Security - Full Time	\$ 33,943	\$ 35,896	\$ 42,487
81015	Social Security - Part Time	\$ 5,974	\$ 8,332	\$ 7,918
81020	Retirement TMRS	\$ 50,625	\$ 50,783	\$ 61,093
81040	Employee Insurance	\$ 57,173	\$ 71,253	\$ 74,863
81050	Workers' Compensation	\$ 518	\$ 775	\$ 921
81080	Longevity	\$ -	\$ 3,960	\$ 4,680
81100	Salaries & Wages - Full Time	\$ 447,834	\$ 469,234	\$ 550,711
81150	Salaries & Wages - Part Time	\$ 78,091	\$ 82,254	\$ 103,500
81198	Accrued Wages	\$ 2,456	\$ -	\$ -
82032	Software	\$ 2,903	\$ 4,202	\$ 5,800
82040	Postage	\$ 1,143	\$ 840	\$ 1,000
82160	Training/Travel	\$ 1,988	\$ 1,800	\$ 2,000
82420	Building & Grnds Maintenance	\$ 33,586	\$ -	\$ -
82620	Electricity	\$ 16,766	\$ 18,000	\$ 21,000
82630	Gas & Propane	\$ 4,675	\$ 5,500	\$ 5,000
82700	Professional Fees	\$ -	\$ 500	\$ 500
82730	Community Outreach	\$ 245	\$ 850	\$ 850
82800	BARR	\$ 42,000	\$ 42,000	\$ 42,000
82820	Membership/Subscriptions	\$ 2,208	\$ 2,318	\$ 3,000
83010	Office Supplies	\$ 1,028	\$ 2,250	\$ 2,500
83040	Janitorial Supplies	\$ 2,493	\$ 3,150	\$ 3,150
83100	Youth Services	\$ 12,819	\$ 14,680	\$ 15,200
83110	Family Place	\$ -	\$ 1,000	\$ 1,000
83300	Department Supplies	\$ 14,370	\$ 15,300	\$ 17,000
83440	Building Maintenance	\$ -	\$ 31,352	\$ 32,000
83480	Machine & Equipment Maintenance	\$ 948	\$ 1,000	\$ 2,000
Division Total: Public Library		\$ 813,784	\$ 867,229	\$ 1,000,173

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 017 - Marketing & Tourism				
81010	Social Security - Full Time	\$ 3,614	\$ 3,857	\$ 4,628
81020	Retirement TMRS	\$ 5,686	\$ 5,457	\$ 6,654
81040	Employee Insurance	\$ 5,950	\$ 6,506	\$ 6,842
81050	Workers' Compensation	\$ 50	\$ 52	\$ 63
81080	Longevity	\$ -	\$ 60	\$ 180
81100	Salaries & Wages - Full Time	\$ 49,743	\$ 50,425	\$ 60,311
81198	Accrued Wages	\$ (11)	\$ -	\$ -
82040	Postage	\$ 741	\$ 3,000	\$ 3,000
82160	Training/Travel	\$ 3,565	\$ 10,000	\$ 10,000
82620	Electricity	\$ 2,162	\$ 1,500	\$ 1,500
82700	Professional Fees	\$ 111,151	\$ 95,000	\$ 105,000
82740	Advertising	\$ 68,384	\$ 70,000	\$ 85,000
82750	Rent	\$ -	\$ 12,750	\$ 12,750
82780	Printing & Binding	\$ 11,012	\$ 7,500	\$ 7,500
82820	Membership/Subscriptions	\$ 12,183	\$ 15,000	\$ 15,000
83010	Office Supplies	\$ 424	\$ 500	\$ 500
83040	Janatorial Supplies	\$ -	\$ -	\$ 200
83920	Historic Preservation	\$ 18,000	\$ 10,000	\$ 15,000
83930	Special Events	\$ 15,549	\$ 30,000	\$ 30,000
84130	Contracts & Agreements	\$ 10,000	\$ 10,000	\$ 10,000
84900	Denison CVB	\$ 2,265	\$ 1,640	\$ -
84905	Arts Program	\$ 93,119	\$ 89,290	\$ 89,290
Division Total: Marketing & Tourism		\$ 413,587	\$ 422,537	\$ 463,418

City of Denison
2023/2024 Budget
General Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
General Fund 001				
<u>Expenditures</u>				
Division: 018 - Community Engagement				
81010	Social Security - Full Time	\$ 4,966	\$ 4,632	\$ 6,710
81020	Retirement TMRS	\$ 10,255	\$ 6,553	\$ 9,649
81040	Employee Insurance	\$ 6,920	\$ 6,542	\$ 6,940
81050	Workers' Compensation	\$ 77	\$ 69	\$ 92
81080	Longevity	\$ -	\$ 52	\$ 120
81100	Salaries & Wages - Full Time	\$ 91,190	\$ 60,552	\$ 87,598
81198	Accrued Wages	\$ (1,601)	\$ -	\$ -
82030	Information Technology	\$ 4,788	\$ 4,800	\$ 4,800
82040	Postage	\$ 15	\$ 500	\$ 500
82160	Training/Travel	\$ 1,583	\$ 2,500	\$ 3,250
82700	Professional Fees	\$ 9,164	\$ 40,000	\$ 40,000
82730	Community Outreach	\$ 13,860	\$ 13,000	\$ 13,000
82750	Rent	\$ 21,455	\$ -	\$ -
82780	Printing & Binding	\$ 2,653	\$ 4,000	\$ 4,000
82820	Membership/Subscriptions	\$ 1,032	\$ 800	\$ 1,500
83010	Office Supplies	\$ 869	\$ 2,500	\$ 2,500
83040	Janitorial Supplies	\$ 230	\$ 300	\$ 300
83930	Special Events	\$ 3,374	\$ 3,000	\$ 3,000
83955	Keep Denison Beautiful Program	\$ 1,010	\$ 2,000	\$ 2,000
Division Total:	Community Engagement	\$ 171,839	\$ 151,800	\$ 185,959

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 020 - Police				
81010	Social Security - Full Time	\$ 289,387	\$ 346,348	\$ 426,766
81020	Retirement TMRS	\$ 442,896	\$ 489,981	\$ 613,650
81040	Employee Insurance	\$ 281,789	\$ 389,131	\$ 420,547
81050	Workers' Compensation	\$ 36,321	\$ 44,957	\$ 71,488
81080	Longevity	\$ 21,949	\$ 22,000	\$ 26,940
81090	Overtime	\$ 65,760	\$ 95,000	\$ 75,000
81095	FBI Task Force Overtime	\$ 56,977	\$ 30,000	\$ 30,000
81096	HPTC Overtime	\$ -	\$ 50,000	\$ 25,000
81100	Salaries & Wages - Full Time	\$ 3,729,987	\$ 4,475,314	\$ 5,476,696
81198	Accrued Wages	\$ 11,980	\$ -	\$ -
82040	Postage	\$ 471	\$ 1,000	\$ 700
82160	Training/Travel	\$ 30,349	\$ 45,000	\$ 45,000
82620	Electricity	\$ 17,321	\$ 16,000	\$ 21,000
82630	Gas & Propane	\$ 1,976	\$ 2,100	\$ 1,500
82700	Professional Fees	\$ 17,309	\$ 17,600	\$ 17,600
82730	Community Outreach	\$ 6,203	\$ 6,000	\$ 6,000
82780	Printing & Binding	\$ 1,393	\$ 1,600	\$ 1,000
82820	Membership/Subscriptions	\$ 8,249	\$ 9,500	\$ 5,627
82985	Recruiting	\$ 2,660	\$ 4,000	\$ 4,000
83010	Office Supplies	\$ 6,107	\$ 8,000	\$ 8,000
83040	Janitorial Supplies	\$ 25,779	\$ 25,000	\$ 25,000
83060	Uniforms/Boots	\$ 41,808	\$ 45,100	\$ 45,100
83120	Food	\$ 6,032	\$ 6,000	\$ 6,000
83160	Auto/Equip Fuel	\$ -	\$ 4,000	\$ 4,000
83245	External Expenses (SRO)	\$ 753	\$ 10,000	\$ 30,200
83300	Department Supplies	\$ 105,584	\$ 41,920	\$ 41,920
83320	Ammunition & Firearms	\$ 13,453	\$ 14,445	\$ 14,000
83370	K-9 Expense	\$ 3,947	\$ 2,700	\$ 2,700
83440	Building Maintenance	\$ 43,259	\$ 20,000	\$ 15,000
83460	Auto Maintenance	\$ 18,268	\$ 12,500	\$ 12,500
83980	Miscellaneous	\$ 1,128	\$ 2,200	\$ 2,000
85130	Radio Equipment	\$ 9,950	\$ -	\$ -
Division Total: Police		\$ 5,299,043	\$ 6,237,396	\$ 7,474,934

**City of Denison
2023/2024 Budget
General Fund Division Detail**

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 022 - Animal Services				
81010	Social Security - Full Time	\$ 8,270	\$ 9,153	\$ 9,992
81020	Retirement TMRS	\$ 12,835	\$ 12,948	\$ 14,368
81040	Employee Insurance	\$ 18,891	\$ 19,403	\$ 20,342
81050	Workers' Compensation	\$ 1,450	\$ 1,759	\$ 2,106
81080	Longevity	\$ -	\$ 1,320	\$ 1,680
81090	Overtime	\$ 3,460	\$ 3,400	\$ 3,200
81100	Salaries & Wages - Full Time	\$ 108,917	\$ 116,443	\$ 128,939
81198	Accrued Wages	\$ 585	\$ -	\$ -
82160	Training/Travel	\$ 2,018	\$ 2,000	\$ 2,000
82620	Electricity	\$ 1,900	\$ 1,300	\$ 1,900
82630	Gas & Propane	\$ 594	\$ 775	\$ 450
82700	Professional Fees	\$ 145,940	\$ 151,500	\$ 151,500
83060	Uniforms/Boots	\$ 1,127	\$ 1,200	\$ 1,200
83245	External Expense (DAWG)	\$ 2,776	\$ 2,700	\$ 2,700
83280	Minor Tools	\$ 898	\$ 1,000	\$ 1,000
83300	Department Supplies	\$ 2,981	\$ 3,500	\$ 3,500
83440	Building Maintenance	\$ -	\$ -	\$ 1,500
Division Total: Animal Services		\$ 312,642	\$ 328,401	\$ 346,377

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description	Actual 2022	Estimated 2023	Proposed 2024
General Fund 001			
<u>Expenditures</u>			
Division: 023 - Public Safety Communications			
81010 Social Security - Full Time	\$ 46,919	\$ 50,773	\$ 55,235
81020 Retirement TMRS	\$ 71,656	\$ 71,828	\$ 79,423
81040 Employee Insurance	\$ 55,516	\$ 84,601	\$ 88,711
81050 Workers' Compensation	\$ 735	\$ 994	\$ 728
81080 Longevity	\$ -	\$ 2,820	\$ 3,420
81090 Overtime	\$ 64,759	\$ 63,000	\$ 25,000
81100 Salaries & Wages - Full Time	\$ 562,526	\$ 638,695	\$ 693,610
81198 Accrued Wages	\$ 8,224	\$ -	\$ -
82010 Telecommunications	\$ 11,548	\$ 83,121	\$ 80,621
82030 Information Technology	\$ 46,493	\$ 161,784	\$ 88,000
82160 Training/Travel	\$ 5,021	\$ 7,000	\$ 7,000
82450 Radio Maintenance	\$ 9,330	\$ 10,179	\$ 10,200
82620 Electricity	\$ 3,001	\$ 3,200	\$ 3,800
82700 Professional Fees	\$ 5,227	\$ 5,300	\$ 5,300
83010 Office Supplies	\$ 3,073	\$ 3,000	\$ 3,000
83060 Uniforms/Boots	\$ 1,296	\$ 3,500	\$ 3,500
85110 Machinery/Equipment	\$ 166,997	\$ 17,287	\$ -
Division Total: Public Safety Communications	\$ 1,062,321	\$ 1,207,082	\$ 1,147,548

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 024 - Denison Fire Rescue				
81010	Social Security - Full Time	\$ 83,604	\$ 85,867	\$ 92,857
81020	Retirement TMRS	\$ 38,580	\$ 20,385	\$ 22,198
81030	Firemen's Retirement	\$ 723,051	\$ 887,058	\$ 973,606
81040	Employee Insurance	\$ 309,885	\$ 416,831	\$ 430,263
81050	Workers' Compensation	\$ 39,393	\$ 54,580	\$ 80,414
81080	Longevity	\$ 22,840	\$ 24,360	\$ 29,100
81090	Overtime	\$ 218,381	\$ 300,000	\$ 175,000
81098	FLSA Overtime	\$ 221,535	\$ 275,000	\$ 200,000
81100	Salaries & Wages - Full Time	\$ 3,961,291	\$ 4,642,095	\$ 5,393,417
81198	Accrued Wages	\$ 84,838	\$ -	\$ -
82030	Information Technology	\$ 7,336	\$ 6,936	\$ 6,950
82040	Postage	\$ 432	\$ 250	\$ 250
82140	Oil & Filters	\$ 1,865	\$ 1,500	\$ 5,000
82160	Training/Travel	\$ 48,109	\$ 55,000	\$ 57,000
82180	Tuition Reimbursement	\$ 2,880	\$ 8,220	\$ -
82280	Laundry	\$ 2,982	\$ 3,000	\$ 1,500
82420	Building & Grnds Maintenance	\$ 24,682	\$ 300	\$ -
82440	Equipment Maintenance Contract	\$ 13,806	\$ 19,500	\$ 18,000
82620	Electricity	\$ 25,307	\$ 25,000	\$ 34,000
82630	Gas & Propane	\$ 9,960	\$ 11,000	\$ 8,500
82700	Professional Fees	\$ 76,173	\$ 94,100	\$ 106,500
82730	Community Outreach	\$ 2,741	\$ 3,500	\$ 3,500
82740	Advertising	\$ 683	\$ 2,000	\$ 2,000
82780	Printing & Binding	\$ 492	\$ 500	\$ 500
82820	Membership/Subscriptions	\$ 27,507	\$ 66,071	\$ 49,711
82860	Physicals	\$ 3,611	\$ 25,000	\$ 33,075
82990	Civil Defense	\$ -	\$ 3,000	\$ 2,000
83010	Office Supplies	\$ 7,732	\$ 4,500	\$ 4,500
83040	Janitorial Supplies	\$ 11,443	\$ 9,500	\$ 7,000
83060	Uniforms/Boots	\$ 45,853	\$ 32,000	\$ 30,000
83120	Food	\$ 4,089	\$ 4,500	\$ 5,000
83160	Auto/Equip Fuel	\$ 3,122	\$ 1,500	\$ 1,500
83250	Pest Control	\$ 2,500	\$ 2,500	\$ 2,500
83280	Minor Tools	\$ 3,970	\$ 3,000	\$ 3,000
83290	Safety/PPE	\$ 38,577	\$ 25,500	\$ 25,000
83300	Department Supplies	\$ 22,147	\$ 21,000	\$ 19,500
83340	EMS Supplies	\$ 130,560	\$ 115,000	\$ 125,000
83360	Fire Hose	\$ 14,476	\$ 10,000	\$ 10,000
83440	Building Maintenance	\$ -	\$ 20,000	\$ 20,000
84665	Regulatory Fees	\$ 22,990	\$ 30,000	\$ 30,000
84996	Fire Prevention	\$ -	\$ -	\$ 3,000
85060	Cars	\$ 126,876	\$ -	\$ -
Division Total: Denison Fire Rescue		\$ 6,386,299	\$ 7,310,053	\$ 8,011,341

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 030 - Planning				
81010	Social Security - Full Time	\$ 21,338	\$ 17,943	\$ 20,293
81020	Retirement TMRS	\$ 32,523	\$ 25,384	\$ 29,179
81040	Employee Insurance	\$ 15,012	\$ 19,816	\$ 20,827
81050	Workers' Compensation	\$ 139	\$ 232	\$ 277
81080	Longevity	\$ -	\$ 450	\$ 960
81100	Salaries & Wages - Full Time	\$ 277,472	\$ 234,549	\$ 264,307
81198	Accrued Wages	\$ (2,476)	\$ -	\$ -
82030	Information Technology	\$ 6,240	\$ 5,800	\$ 80,800
82040	Postage	\$ 1,872	\$ 1,500	\$ 1,500
82160	Training/Travel	\$ 4,173	\$ 10,000	\$ 9,000
82700	Professional Fees	\$ 117,363	\$ 95,000	\$ 195,000
82780	Printing & Binding	\$ -	\$ 500	\$ 500
82820	Membership/Subscriptions	\$ -	\$ 2,000	\$ 1,000
83010	Office Supplies	\$ 1,655	\$ 2,000	\$ 1,400
84125	Incentive Payments	\$ 265,652	\$ 205,000	\$ 274,000
84180	Claims & Refunds	\$ -	\$ -	\$ -
Division Total: Planning		\$ 740,462	\$ 620,174	\$ 899,043

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 037 - Building Permitting & Inspections				
81010	Social Security - Full Time	\$ 23,505	\$ 26,097	\$ 29,720
81020	Retirement TMRS	\$ 35,881	\$ 36,920	\$ 42,734
81040	Employee Insurance	\$ 28,308	\$ 39,172	\$ 41,143
81050	Workers' Compensation	\$ 636	\$ 739	\$ 860
81080	Longevity	\$ -	\$ 3,840	\$ 2,460
81100	Salaries & Wages - Full Time	\$ 314,630	\$ 341,141	\$ 386,035
81198	Accrued Wages	\$ 1,253	\$ -	\$ -
82030	Information Technology	\$ 6,240	\$ 5,800	\$ 5,800
82040	Postage	\$ 7	\$ 100	\$ 100
82160	Training/Travel	\$ 3,371	\$ 6,800	\$ 6,800
82180	Tuition Reimbursement	\$ 4,162	\$ 4,000	\$ 5,250
82700	Professional Fees	\$ 15,621	\$ 25,000	\$ 25,000
82780	Printing & Binding	\$ 426	\$ 700	\$ 700
82820	Membership/Subscriptions	\$ 398	\$ 1,000	\$ 1,000
83010	Office Supplies	\$ 1,020	\$ 3,000	\$ 3,000
83060	Uniforms/Boots	\$ 1,441	\$ 2,500	\$ 2,500
83300	Department Supplies	\$ 3,756	\$ 4,500	\$ 4,500
Division Total: Building Permitting & Inspections		\$ 440,656	\$ 501,309	\$ 557,602

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description	Actual 2022	Estimated 2023	Proposed 2024
General Fund 001			
<u>Expenditures</u>			
Division: 038 - Code Compliance			
81010 Social Security - Full Time	\$ 20,857	\$ 23,159	\$ 26,726
81020 Retirement TMRS	\$ 31,913	\$ 32,764	\$ 38,430
81040 Employee Insurance	\$ 37,491	\$ 39,034	\$ 41,002
81050 Workers' Compensation	\$ 467	\$ 633	\$ 770
81080 Longevity	\$ -	\$ 3,240	\$ 3,780
81090 Overtime	\$ 46	\$ -	\$ -
81100 Salaries & Wages - Full Time	\$ 238,379	\$ 272,738	\$ 317,585
81198 Accrued Wages	\$ 1,087	\$ -	\$ -
82030 Information Technology	\$ 6,240	\$ 5,800	\$ 5,800
82040 Postage	\$ 11,400	\$ 12,000	\$ 12,000
82160 Training/Travel	\$ 1,987	\$ 2,000	\$ 2,000
82700 Professional Fees	\$ 944	\$ 2,500	\$ 2,500
82730 Community Outreach	\$ -	\$ -	\$ 5,000
82745 Lien Filing Fees	\$ 10,340	\$ 12,000	\$ 12,000
82780 Printing & Binding	\$ -	\$ 100	\$ 100
82820 Membership/Subscriptions	\$ 53	\$ 100	\$ 100
82910 Property Owner Compliance	\$ 8,648	\$ 50,000	\$ 45,000
82930 Mowing	\$ 51,728	\$ 45,000	\$ 50,000
83010 Office Supplies	\$ 1,687	\$ 2,000	\$ 2,500
83060 Uniforms/Boots	\$ 1,357	\$ 2,000	\$ 2,000
83280 Minor Tools	\$ 66	\$ 170	\$ 100
83300 Department Supplies	\$ 376	\$ 400	\$ 700
Division Total: Code Compliance	\$ 425,065	\$ 505,638	\$ 568,093

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 044 - Refuse & Recycling				
81010	Social Security - Full Time	\$ 47,570	\$ 55,996	\$ 64,223
81015	Social Security - Part Time	\$ 2,922	\$ 3,095	\$ 3,248
81020	Retirement TMRS	\$ 72,521	\$ 79,218	\$ 92,347
81040	Employee Insurance	\$ 76,923	\$ 103,819	\$ 109,006
81050	Workers' Compensation	\$ 11,479	\$ 14,896	\$ 17,744
81080	Longevity	\$ -	\$ 7,440	\$ 8,400
81090	Overtime	\$ 30,752	\$ 35,000	\$ 25,000
81100	Salaries & Wages - Full Time	\$ 604,416	\$ 706,745	\$ 811,120
81150	Salaries & Wages - Full Time	\$ 38,196	\$ 40,460	\$ 42,460
81198	Accrued Wages	\$ 4,048	\$ -	\$ -
82030	Information Technology	\$ 2,015	\$ 2,000	\$ 2,000
82040	Postage	\$ 395	\$ 450	\$ 450
82160	Training/Travel	\$ 1,942	\$ 4,200	\$ 10,000
82450	Radio Maintenance	\$ 3,214	\$ 3,214	\$ 3,214
82620	Electricity	\$ 411	\$ 500	\$ 500
82700	Professional Fees	\$ 870	\$ 3,640	\$ -
82710	Temporary-Contract Labor	\$ 47,284	\$ 55,000	\$ 55,000
82780	Printing & Binding	\$ -	\$ 100	\$ 100
82820	Memberships/Subscriptions	\$ 215	\$ 500	\$ 3,000
83010	Office Supplies	\$ 177	\$ 800	\$ 500
83060	Uniforms/Boots	\$ 9,708	\$ 9,012	\$ 9,012
83240	Chemical Supplies	\$ -	\$ 1,500	\$ 1,500
83280	Minor Tools	\$ 120	\$ 200	\$ 200
83290	Safety/PPE	\$ 45	\$ 500	\$ 1,000
83300	Department Supplies	\$ 3,461	\$ 11,500	\$ 5,000
83440	Building Maintenance	\$ 975	\$ -	\$ -
83460	Auto Maintenance	\$ 18,235	\$ 20,000	\$ 5,000
83530	Container Maintenance	\$ 3,556	\$ 5,000	\$ 5,000
83642	Residential Carts	\$ 33,756	\$ 35,000	\$ 35,000
84960	Recycle Program	\$ 327,137	\$ 340,000	\$ 603,500
84970	Mulching	\$ 24,873	\$ 35,000	\$ 35,000
84975	GTUA	\$ 21,906	\$ 25,000	\$ 25,000
84980	TASWA	\$ 936,197	\$ 1,030,000	\$ 1,030,000
85160	Refuse Containers	\$ 88,691	\$ 73,000	\$ 73,000
Division Total: Refuse & Recycling		\$ 2,414,008	\$ 2,702,785	\$ 3,076,524

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 046 - Facilities				
81010	Social Security - Full Time	\$ 3,620	\$ 6,648	\$ 7,315
81020	Retirement TMRS	\$ 5,406	\$ 9,405	\$ 10,518
81040	Employee Insurance	\$ 6,323	\$ 12,961	\$ 13,592
81050	Workers' Compensation	\$ 540	\$ 1,111	\$ 1,301
81080	Longevity	\$ -	\$ 1,500	\$ 1,560
81090	Overtime	\$ 2,146	\$ 3,800	\$ 2,000
81100	Salaries & Wages - Full Time	\$ 44,580	\$ 84,777	\$ 92,059
81198	Accrued Wages	\$ 133	\$ -	\$ -
82120	Equipment Rental	\$ -	\$ 33,172	\$ -
82620	Electricity	\$ 25,693	\$ 30,000	\$ 45,600
82630	Gas & Propane	\$ 11,696	\$ 10,000	\$ 10,000
82700	Professional Fees	\$ 70,785	\$ 65,000	\$ 114,000
82750	Rent	\$ 2,808	\$ 9,000	\$ 34,000
82820	Memberships/Subscriptions	\$ 53	\$ -	\$ -
83040	Janitorial Supplies	\$ 1,674	\$ 4,500	\$ 3,500
83060	Uniforms/Boots	\$ 119	\$ 400	\$ 1,000
83280	Minor Tools	\$ 531	\$ 1,400	\$ 1,500
83300	Department Supplies	\$ 8,016	\$ 7,500	\$ 7,500
83440	Building Maintenance	\$ 26,745	\$ 44,000	\$ 35,000
83480	Machine & Equipment Maintenance	\$ -	\$ 32,000	\$ 32,000
83980	Miscellaneous	\$ 744	\$ 4,500	\$ 2,500
Division Total: Facilities		\$ 211,611	\$ 361,673	\$ 414,945

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 055 - Traffic & Markings				
81010	Social Security - Full Time	\$ 3,652	\$ 5,272	\$ 6,392
81020	Retirement TMRS	\$ 5,631	\$ 7,459	\$ 9,190
81040	Employee Insurance	\$ 9,161	\$ 12,896	\$ 13,549
81050	Workers' Compensation	\$ 1,036	\$ 1,241	\$ 1,589
81080	Longevity	\$ -	\$ 240	\$ 1,080
81090	Overtime	\$ 1,729	\$ 5,000	\$ 1,000
81100	Salaries & Wages - Full Time	\$ 47,393	\$ 67,921	\$ 81,469
81198	Accrued Wages	\$ 1,457	\$ -	\$ -
82160	Training/Travel	\$ -	\$ 1,250	\$ 2,500
82620	Electricity	\$ 287,397	\$ 280,000	\$ 305,000
82700	Professional Fees	\$ -	\$ 56,000	\$ -
83060	Uniforms/Boots	\$ 711	\$ 1,700	\$ 2,500
83280	Minor Tools	\$ 843	\$ 900	\$ 2,000
83290	Safety/PPE	\$ -	\$ 150	\$ 750
83300	Department Supplies	\$ 102	\$ 700	\$ 700
83490	Street Marking Material	\$ 452	\$ 3,500	\$ 5,000
83520	Traffic Light Maintenance	\$ 193	\$ 2,200	\$ 2,000
83570	Traffic Sign Maintenance	\$ 5,646	\$ 62,000	\$ 35,000
83575	Barricade & Traffic Control	\$ -	\$ -	\$ 5,000
Division Total: Traffic & Markings		\$ 365,403	\$ 508,429	\$ 474,719

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 057 - Street Maintenance				
81010	Social Security - Full Time	\$ 25,563	\$ 39,774	\$ 45,672
81020	Retirement TMRS	\$ 39,287	\$ 56,269	\$ 65,672
81040	Employee Insurance	\$ 42,962	\$ 84,084	\$ 88,261
81050	Workers' Compensation	\$ 6,249	\$ 9,595	\$ 11,430
81080	Longevity	\$ -	\$ 420	\$ 1,080
81090	Overtime	\$ 2,908	\$ 19,000	\$ 10,000
81100	Salaries & Wages - Full Time	\$ 341,009	\$ 475,150	\$ 585,939
81198	Accrued Wages	\$ 4,638	\$ -	\$ -
82120	Equipment Rental	\$ 4,582	\$ 4,500	\$ 4,500
82160	Training/Travel	\$ 1,054	\$ 11,500	\$ 21,700
82180	Tuition Reimbursement	\$ -	\$ 2,000	\$ -
82450	Radio Maintenance	\$ 893	\$ 893	\$ 893
82700	Professional Fees	\$ 20,121	\$ 75,000	\$ 75,000
82820	Memberships/Subscriptions	\$ 215	\$ 500	\$ 500
83010	Office Supplies	\$ 66	\$ 15	\$ -
83040	Janitorial Supplies	\$ 220	\$ -	\$ -
83060	Uniforms/Boots	\$ 7,790	\$ 10,000	\$ 8,040
83280	Minor Tools	\$ 3,583	\$ 15,500	\$ 2,500
83290	Safety/PPE	\$ 579	\$ 1,600	\$ 600
83300	Department Supplies	\$ 4,627	\$ 59,500	\$ 4,500
83480	Machine & Equipment Maintenance	\$ 39,787	\$ 320	\$ -
83490	Street Marking Material	\$ 2,620	\$ 6,000	\$ 2,000
83500	Street Patch Material	\$ 81,083	\$ 60,000	\$ 75,000
83570	Traffic Sign Maintenance	\$ -	\$ 13,975	\$ -
83575	Barricade & Traffic Control	\$ -	\$ -	\$ 5,000
85530	Drainage	18,191	\$ 34,000	\$ 12,500
Division Total: Street Maintenance		\$ 648,024	\$ 979,595	\$ 1,020,787

**City of Denison
2023/2024 Budget
General Fund Division Detail**

Account Description		Actual 2022	Estimated 2023	Proposed 2024
General Fund 001				
<u>Expenditures</u>				
Division: 058 - Demolition				
81010	Social Security - Full Time	\$ 2,826	\$ 3,446	\$ 3,652
81020	Retirement TMRS	\$ 4,227	\$ 4,875	\$ 5,251
81040	Employee Insurance	\$ 6,300	\$ 6,486	\$ 6,796
81050	Workers' Compensation	\$ 692	\$ 945	\$ 896
81080	Longevity	\$ -	\$ 180	\$ 300
81090	Overtime	\$ 59	\$ 1,500	\$ 1,500
81100	Salaries & Wages - Full Time	\$ 37,316	\$ 40,055	\$ 45,939
81198	Accrued Wages	\$ 263	\$ -	\$ -
82040	Postage	\$ 597	\$ 600	\$ 600
82160	Training/Travel	\$ -	\$ 500	\$ 500
82700	Professional Fees	\$ 13,409	\$ 30,000	\$ 180,000
83060	Uniforms/Boots	\$ 795	\$ 850	\$ 850
83280	Minor Tools	\$ 25	\$ 400	\$ 400
83300	Department Supplies	\$ -	\$ 100	\$ 100
Division Total: Demolition		\$ 66,508	\$ 89,937	\$ 246,784

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 060 - Fleet Services				
81010	Social Security - Full Time	\$ 15,012	\$ 23,227	\$ 22,177
81020	Retirement TMRS	\$ 23,100	\$ 32,860	\$ 31,889
81040	Employee Insurance	\$ 30,797	\$ 45,361	\$ 40,788
81050	Workers' Compensation	\$ 4,818	\$ 5,682	\$ 5,733
81080	Longevity	\$ -	\$ 960	\$ 1,800
81090	Overtime	\$ 3,151	\$ 12,000	\$ 5,000
81100	Salaries & Wages - Full Time	\$ 198,653	\$ 216,659	\$ 283,099
81198	Accrued Wages	\$ (1,181)	\$ -	\$ -
82030	Information Technology	\$ 30,235	\$ 40,700	\$ 40,700
82040	Postage	\$ 31	\$ 75	\$ 75
82120	Equipment Rental	\$ -	\$ 800	\$ 800
82160	Training/Travel	\$ 991	\$ 3,200	\$ 3,200
82450	Radio Maintenance	\$ 179	\$ 179	\$ 179
82620	Electricity	\$ 11,605	\$ 11,000	\$ 14,000
82630	Gas & Propane	\$ 11,485	\$ 17,000	\$ 11,000
82700	Professional Fees	\$ 17,089	\$ 65,000	\$ 6,000
82780	Printing & Binding	\$ -	\$ 250	\$ 250
82820	Memberships/Subscriptions	\$ 215	\$ 455	\$ 455
82940	Contract Vehicles	\$ 192,772	\$ 100,000	\$ 100,000
82945	Contract Body Repair	\$ 52,978	\$ 30,000	\$ 30,000
82950	Contract Equipment	\$ 5,509	\$ 23,500	\$ 15,000
83010	Office Supplies	\$ 1,521	\$ 1,200	\$ 1,200
83040	Janitorial Supplies	\$ 3,474	\$ 4,000	\$ 3,000
83060	Uniforms/Boots	\$ 2,641	\$ 2,985	\$ 2,985
83160	Auto/Equip Fuel	\$ 335,190	\$ 350,000	\$ 325,000
83170	Kerosene & Diesel	\$ 471,160	\$ 335,000	\$ 335,000
83180	Oil & Lubricants	\$ 29,271	\$ 29,100	\$ 29,100
83220	Tires & Tubes	\$ 132,684	\$ 110,000	\$ 110,000
83240	Chemical Supplies	\$ 135	\$ 900	\$ 900
83245	External Expenses (DHA Fuel)	\$ 6,874	\$ 4,000	\$ 4,000
83260	Electrical Supplies	\$ 4,438	\$ -	\$ -
83280	Minor Tools	\$ 11,203	\$ 5,000	\$ 5,000
83290	Safety/PPE	\$ 1,228	\$ 2,200	\$ 750
83300	Department Supplies	\$ 7,348	\$ 9,500	\$ 9,500
83440	Building Maintenance	\$ 6,492	\$ 32,000	\$ 16,200
83460	Auto Maintenance	\$ 279,558	\$ 280,000	\$ 165,000
83480	Machine & Equipment Maintenance	\$ 37,177	\$ 45,000	\$ 45,000
83995	Public Safety	\$ -	\$ -	\$ 111,430
Division Total: Fleet Services		\$ 1,927,833	\$ 1,839,793	\$ 1,776,210

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 070 - Parks				
81010	Social Security - Full Time	\$ 29,114	\$ 34,000	\$ 39,729
81015	Social Security - Part Time	\$ 1,803	\$ 2,100	\$ 3,305
81020	Retirement TMRS	\$ 44,164	\$ 48,000	\$ 57,126
81040	Employee Insurance	\$ 49,808	\$ 75,000	\$ 74,734
81050	Workers' Compensation	\$ 2,882	\$ 5,500	\$ 5,053
81080	Longevity	\$ -	\$ 2,640	\$ 4,200
81090	Overtime	\$ 20,084	\$ 23,000	\$ 10,000
81100	Salaries & Wages - Full Time	\$ 364,695	\$ 422,000	\$ 505,128
81150	Salaries & Wages - Part Time	\$ 23,571	\$ 20,000	\$ 43,200
81198	Accrued Wages	\$ 3,010	\$ -	\$ -
82160	Training/Travel	\$ 2,285	\$ 3,500	\$ 6,000
82420	Building & Grnds Maintenance	\$ 10,164	\$ 7,000	\$ 5,000
82450	Radio Maintenance	\$ 179	\$ 179	\$ 179
82620	Electricity	\$ 90,741	\$ 95,000	\$ 103,000
82630	Gas & Propane	\$ 2,795	\$ 3,250	\$ 2,250
82710	Temporary-Contract Labor	\$ 23,006	\$ 40,000	\$ 30,000
82740	Advertising	\$ -	\$ 500	\$ 500
82930	Mowing	\$ 248,098	\$ 360,000	\$ 345,000
83010	Office Supplies	\$ 2,532	\$ 1,500	\$ 1,500
83040	Janitorial Supplies	\$ 4,393	\$ 5,300	\$ 5,500
83060	Uniforms/Boots	\$ 4,915	\$ 6,000	\$ 6,000
83240	Chemical Supplies	\$ 17,644	\$ 10,000	\$ 5,000
83280	Minor Tools	\$ 7,938	\$ 5,000	\$ 3,000
83290	Safety/PPE	\$ 4,011	\$ 900	\$ 700
83300	Department Supplies	\$ 5,601	\$ 10,000	\$ 5,000
83310	Equipment	\$ 650	\$ -	\$ -
83440	Building Maintenance	\$ 6,087	\$ 1,500	\$ 1,500
83460	Auto Maintenance	\$ 730	\$ 500	\$ 1,000
83480	Machine & Equipment Maintenance	\$ 6,916	\$ 5,000	\$ 4,500
83560	Park Maintenance	\$ 91,936	\$ 92,500	\$ 82,500
83565	Loy Lake Park	\$ 28,150	\$ 5,000	\$ 5,000
83916	Kayak Rentals	\$ 6,985	\$ 2,000	\$ 7,000
84930	Landscaping	\$ 82,022	\$ 72,000	\$ 73,000
Division Total: Parks		\$ 1,186,910	\$ 1,358,869	\$ 1,435,604

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 071 - Recreation				
81010	Social Security - Full Time	\$ 16,841	\$ 18,020	\$ 24,063
81020	Retirement TMRS	\$ 25,640	\$ 27,000	\$ 34,601
81040	Employee Insurance	\$ 24,201	\$ 25,000	\$ 34,252
81050	Workers' Compensation	\$ 2,333	\$ 2,056	\$ 2,882
81080	Longevity	\$ -	\$ 1,470	\$ 1,800
81100	Salaries & Wages - Full Time	\$ 224,362	\$ 230,000	\$ 312,755
81198	Accrued Wages	\$ (1,769)	\$ -	\$ -
82030	Information Technology	\$ 896	\$ 4,500	\$ 4,500
82040	Postage	\$ 6	\$ 500	\$ 500
82160	Training/Travel	\$ 1,027	\$ 2,000	\$ 2,000
82700	Professional Fees	\$ -	\$ 250	\$ 250
82740	Advertising	\$ 1,924	\$ 4,000	\$ 4,000
82820	Membership/Subscriptions	\$ 11,613	\$ 14,700	\$ 14,700
83010	Office Supplies	\$ 1,251	\$ 1,700	\$ 1,700
83020	Service Awards	\$ 1,160	\$ 1,200	\$ 2,000
83060	Uniforms/Boots	\$ 3,278	\$ 2,000	\$ 5,000
83300	Department Supplies	\$ 4,575	\$ 3,500	\$ 3,500
83310	Equipment	\$ 1,519	\$ 2,400	\$ 2,000
83800	Snowball Expense	\$ 16,171	\$ 16,084	\$ -
83935	Holiday Décor	\$ -	\$ 8,000	\$ -
83940	Tournaments	\$ -	\$ -	\$ 18,000
83950	Recreation Events	\$ 64,254	\$ 55,000	\$ 53,000
83952	SNAP Center Programming	\$ 1,230	\$ 2,000	\$ 1,800
Division Total: Recreation		\$ 400,511	\$ 421,380	\$ 523,303

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 074 - THF Park				
81010	Social Security - Full Time	\$ 10,096	\$ 10,500	\$ 9,841
81015	Social Security - Part Time	\$ 7,894	\$ 13,000	\$ 12,168
81020	Retirement TMRS	\$ 16,445	\$ 14,500	\$ 14,151
81040	Employee Insurance	\$ 21,293	\$ 20,000	\$ 26,959
81050	Workers' Compensation	\$ 1,119	\$ 2,679	\$ 2,630
81080	Longevity	\$ -	\$ 360	\$ 300
81090	Overtime	\$ 3,536	\$ 5,000	\$ 2,000
81100	Salaries & Wages - Full Time	\$ 136,883	\$ 128,000	\$ 126,343
81150	Salaries & Wages - Part Time	\$ 103,191	\$ 165,000	\$ 159,063
81198	Accrued Wages	\$ 1,427	\$ -	\$ -
82040	Postage	\$ 106	\$ 100	\$ 100
82160	Training/Travel	\$ 900	\$ 2,000	\$ 3,600
82620	Electricity	\$ 42,786	\$ 43,000	\$ 46,000
82630	Gas & Propane	\$ 1,906	\$ 2,000	\$ 1,500
82740	Advertising	\$ 3,029	\$ 4,000	\$ 4,000
82820	Membership/Subscriptions	\$ -	\$ -	\$ 3,000
83040	Janitorial Supplies	\$ 5,256	\$ 4,500	\$ 2,000
83060	Uniforms/Boots	\$ 2,496	\$ 3,500	\$ 3,500
83160	Auto/Equip Fuel	\$ -	\$ -	\$ 200
83240	Chemical Supplies	\$ 1,008	\$ 5,000	\$ 2,000
83280	Minor Tools	\$ 1,894	\$ 2,000	\$ 1,000
83290	Safety/PPE	\$ 1,419	\$ 400	\$ 200
83300	Department Supplies	\$ 3,400	\$ 3,500	\$ 3,000
83440	Building Maintenance	\$ 825	\$ 7,500	\$ 850
83460	Auto Maintenance	\$ 78	\$ 200	\$ 200
83480	Machine & Equipment Maintenance	\$ 1,182	\$ 800	\$ 800
83560	Park Maintenance	\$ 403,399	\$ 350,000	\$ 335,000
83810	Denison on Ice	\$ 86,456	\$ 75,000	\$ 100,000
83910	Concession Supplies	\$ 72,798	\$ 75,000	\$ 75,000
83915	Food Truck	\$ 16,533	\$ 15,000	\$ 13,000
83935	Holiday Décor	\$ 7,954	\$ 10,696	\$ 9,500
83940	Tournaments	\$ -	\$ -	\$ 13,000
83950	Recreation Events	\$ 27,857	\$ 28,500	\$ 28,500
Division Total: THF Park		\$ 983,165	\$ 991,735	\$ 999,405

City of Denison
2023/2024 Budget
General Fund Division Detail

Account Description		Actual	Estimated	Proposed
General Fund 001		2022	2023	2024
<u>Expenditures</u>				
Division: 075 - Aquatics				
81010	Social Security - Full Time	\$ 9,166	\$ 11,000	\$ 10,958
81015	Social Security - Part Time	\$ 14,250	\$ 14,500	\$ 15,262
81020	Retirement TMRS	\$ 13,217	\$ 13,854	\$ 15,756
81040	Employee Insurance	\$ 4,615	\$ 13,000	\$ 20,388
81050	Workers' Compensation	\$ 1,174	\$ 3,150	\$ 3,115
81080	Longevity	\$ -	\$ 960	\$ 1,320
81090	Overtime	\$ 4,789	\$ 3,500	\$ 3,500
81100	Salaries & Wages - Full Time	\$ 111,399	\$ 124,515	\$ 138,416
81150	Salaries & Wages - Part Time	\$ 186,271	\$ 189,000	\$ 199,500
81198	Accrued Wages	\$ 535	\$ -	\$ -
82160	Training/Travel	\$ 260	\$ 1,800	\$ 1,800
82620	Electricity	\$ 12,639	\$ 14,000	\$ 16,000
82630	Gas & Propane	\$ 35,473	\$ 32,000	\$ 32,000
82700	Professional Fees	\$ 630	\$ 1,560	\$ 1,000
82820	Membership/Subscriptions	\$ 59	\$ 50	\$ 50
83010	Office Supplies	\$ 1,056	\$ 750	\$ 650
83040	Janitorial Supplies	\$ 5,442	\$ 5,500	\$ 4,100
83060	Uniforms/Boots	\$ 608	\$ 1,750	\$ 1,750
83240	Chemical Supplies	\$ 20,647	\$ 18,000	\$ 15,000
83280	Minor Tools	\$ 516	\$ 500	\$ 300
83290	Safety/PPE	\$ 680	\$ 300	\$ 300
83300	Department Supplies	\$ 13,312	\$ 10,000	\$ 8,000
83580	Pool Maintenance	\$ 17,997	\$ 20,000	\$ 16,600
83910	Concession Supplies	\$ 7,060	\$ 10,000	\$ 8,000
83985	Aqua Access Program	\$ 896	\$ 500	\$ 3,000
83990	Swim Team/Track Team	\$ 12,119	\$ 11,500	\$ 16,000
Division Total: Aquatics		\$ 474,813	\$ 501,689	\$ 532,765

**City of Denison
2023/2024 Budget
General Fund Division Detail**

Account Description	Actual 2022	Estimated 2023	Proposed 2024
General Fund 001			
<u>Expenditures</u>			
Division: 079 - Fleet Service Charges			
84990 Fleet Service Charges	\$ -	\$ -	
Division Total: Fleet Service Charges	\$ -	\$ -	\$ -
Transfers Out	\$ 1,262,016	\$ 1,709,452	\$ 1,707,725
Bad Debt Expense	\$ 54,776	\$ 60,000	\$ 60,000
General Fund Expense Total:	\$ 35,955,289	\$ 41,300,660	\$ 46,118,823

DRAFT

UTILITY FUND

DRAFT

Utility Fund

The Utility Fund is a proprietary fund that provides water & sewer services to the City's residents. All activities to maintain these services are accounted for in this fund. These include: administration, maintenance, billing and collections, financing, and related debt service.

The Utility Fund includes the following divisions:

- Water Treatment
- Laboratory Services
- Water Distribution
- Meter Services
- Wastewater Treatment
- Environmental Services
- Utilities Customer Service
- Non-Departmental
- Public Works Administration
- Storm Water Operations
- Emergency Operations Center (Utility Fund)

**City of Denison
2023/2024 Budget
Utility Fund Revenues**

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Revenues</u>				
Division: 600				
65140	Credit Card Convenience Fees	\$ -	\$ -	\$ 315,000
72010	Penalties	\$ 225,460	\$ 250,000	\$ 250,000
72020	Service Charges	\$ 8,995	\$ 7,000	\$ 9,000
73000	Engineering Review Fees	\$ 1,268	\$ 4,500	\$ 7,500
75010	Interest Income	\$ 18,220	\$ 140,000	\$ 175,000
75060	Lease Proceeds	\$ 211,748	\$ 1,128,800	\$ 1,130,000
75100	Miscellaneous	\$ 42,026	\$ 75,000	\$ 100,000
75130	Gain/Loss on Sale of Assets	\$ 36,024	\$ 110,000	\$ 80,000
76000	Raw Water Sales	\$ 88,476	\$ 88,476	\$ 88,476
76010	Water Sales	\$ 9,933,071	\$ 11,500,000	\$ 12,800,000
76020	Sewer Charges	\$ 5,686,787	\$ 6,400,000	\$ 7,800,000
77010	Water Tap Fees	\$ 197,894	\$ 175,000	\$ 195,000
77020	Sewer Tap Fees	\$ 157,032	\$ 145,000	\$ 155,000
77030	Sewer Surcharge	\$ 15,879	\$ 15,000	\$ 15,000
77035	Meter Charges	\$ 174,593	\$ 120,000	\$ 185,000
77040	Lab Fees	\$ 88,604	\$ 100,000	\$ 110,000
77050	Connection Fees	\$ 107,159	\$ 100,000	\$ 115,000
77060	Reconnect Fees	\$ 105,059	\$ 100,000	\$ 115,000
77070	Environmental Fines/Fees	\$ 2,245	\$ 5,655	\$ 6,000
77080	Environmental Monitoring	\$ 3,320	\$ 2,750	\$ 4,000
78010	Rentals	\$ 74,991	\$ 76,000	\$ 75,000
08100	Transfers In	\$ 33,000	\$ 67,625	\$ 257,866
Utility Fund Revenues		\$ 17,211,851	\$ 20,610,806	\$ 23,987,842

City of Denison
2023/2024 Budget
Utility Fund Division Summaries

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
020-080	Water Treatment	\$ 2,059,600	\$ 1,943,876	\$ 1,973,684
020-082	Laboratory Services	\$ 235,070	\$ 250,513	\$ 268,458
020-084	Utilities	\$ 2,080,343	\$ 2,380,917	\$ 2,120,288
020-085	Meter Services	\$ 598,722	\$ 503,667	\$ 534,283
020-088	Paw Paw WWT	\$ 1,096,742	\$ 1,473,975	\$ 1,471,168
020-090	Environmental Services	\$ 206,878	\$ 451,853	\$ 355,095
020-091	Utilities Customer Service	\$ 402,536	\$ 389,676	\$ 425,366
020-092	Non-Departmental	\$ 7,552,237	\$ 10,356,741	\$ 13,543,657
020-093	Public Works Administration	\$ 1,025,831	\$ 1,549,211	\$ 1,583,498
020-094	Storm Water Operations	\$ 76,830	\$ 209,769	\$ 180,046
020-095	Duck Creek WWT	\$ 37,124	\$ 60,800	\$ 60,000
020-096	Iron Ore WWT	\$ 63,945	\$ 131,649	\$ 94,750
020-097	NTRA WWT	\$ 198,977	\$ 301,246	\$ 272,780
020-099	Emergency Operations Center	\$ 283	\$ -	\$ -
020-000	Transfers Out	\$ 205,000	\$ 830,000	\$ 845,000
020-000	Bad Debt Expense	\$ 128,159	\$ 130,000	\$ 130,000
Utility Fund Expenditures		\$ 15,968,276	\$ 20,963,894	\$ 23,858,073
Revenue Total:				
		\$ 17,211,851	\$ 20,610,806	\$ 23,987,842
Expenditure Total:				
		\$ (15,968,276)	\$ (20,963,894)	\$ (23,858,073)
Utility Fund Net Total:				
		\$ 1,243,575	\$ (353,088)	\$ 129,769

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 080 - Water Treatment				
81010	Social Security - Full Time	\$ 40,970	\$ 46,276	\$ 47,881
81020	Retirement TMRS	\$ 62,790	\$ 65,466	\$ 68,848
81040	Employee Insurance	\$ 62,275	\$ 78,066	\$ 75,117
81050	Worker's Compensation	\$ 5,917	\$ 6,545	\$ 6,844
81080	Longevity	\$ -	\$ 7,080	\$ 6,840
81090	Overtime	\$ 22,153	\$ 41,000	\$ 25,000
81100	Salaries & Wages - Full Time	\$ 525,851	\$ 525,013	\$ 594,054
81198	Accrued Wages	\$ 6,233	\$ -	\$ -
82030	Information Technology	\$ 2,899	\$ 3,000	\$ 2,000
82040	Postage	\$ 445	\$ 1,000	\$ 1,000
82120	Equipment Rental	\$ 1,347	\$ 3,000	\$ 3,000
82160	Training/Travel	\$ 5,385	\$ 6,000	\$ 6,000
82440	Equipment Maintenance Contract	\$ 25,038	\$ 30,000	\$ 30,000
82500	Instr. & Signal Maintenance	\$ 5,745	\$ 7,000	\$ 7,000
82620	Electricity	\$ 352,229	\$ 350,000	\$ 350,000
82630	Gas & Propane	\$ 5,464	\$ 5,500	\$ 3,800
82700	Professional Fees	\$ 52,156	\$ 57,000	\$ 50,000
82820	Membership/Subscriptions	\$ -	\$ 500	\$ 500
82930	Mowing	\$ 700	\$ 8,500	\$ 8,500
83010	Office Supplies	\$ 1,458	\$ 800	\$ 800
83040	Janitorial Supplies	\$ 510	\$ 1,200	\$ 1,200
83060	Uniforms/Boots	\$ 5,301	\$ 5,000	\$ 5,000
83160	Auto/Equip Fuel	\$ 168	\$ -	\$ -
83180	Oil & Lubricants	\$ 385	\$ 1,500	\$ 1,500
83240	Chemical Supplies	\$ 781,580	\$ 542,000	\$ 575,000
83260	Electrical Supplies	\$ 800	\$ 3,000	\$ 3,000
83280	Minor Tools	\$ 7,251	\$ 7,000	\$ 4,500
83290	Safety/PPE	\$ 458	\$ 300	\$ 1,000
83300	Department Supplies	\$ 2,055	\$ 9,800	\$ 1,800
83420	Water Tank Maintenance	\$ -	\$ 16,830	\$ 4,000
83440	Building Maintenance	\$ 17,450	\$ 45,000	\$ 6,000
83480	Machine & Equipment Maintenance	\$ 50,534	\$ 45,000	\$ 58,000
83550	Lake Maintenance	\$ 2,902	\$ 7,500	\$ 7,500
84650	Lake Texoma Contract	\$ 11,149	\$ 18,000	\$ 18,000
Division Total: Water Treatment		\$ 2,059,600	\$ 1,943,876	\$ 1,973,684

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 082 - Laboratory Services				
81010	Social Security - Full Time	\$ 8,752	\$ 10,068	\$ 11,277
81020	Retirement TMRS	\$ 13,760	\$ 14,243	\$ 16,215
81040	Employee Insurance	\$ 18,696	\$ 19,446	\$ 20,403
81050	Workers' Compensation	\$ 1,524	\$ 1,424	\$ 1,617
81080	Longevity	\$ -	\$ 600	\$ 660
81090	Overtime	\$ 4,294	\$ 6,400	\$ 6,400
81100	Salaries & Wages - Full Time	\$ 116,193	\$ 127,692	\$ 140,346
81198	Accrued Wages	\$ 1,620	\$ -	\$ -
82030	Information Technology	\$ 7,970	\$ 9,440	\$ 9,440
82040	Postage	\$ 290	\$ 300	\$ 300
82160	Training/Travel	\$ 2,532	\$ 4,300	\$ 4,300
82440	Equipment Maintenance Contract	\$ 2,085	\$ 2,000	\$ 2,000
82700	Professional Fees	\$ 1,879	\$ 7,000	\$ 7,000
83010	Office Supplies	\$ 626	\$ 1,000	\$ 1,000
83040	Janitorial Supplies	\$ 569	\$ 500	\$ 500
83060	Uniform/Boots	\$ 644	\$ 600	\$ 1,500
83240	Chemical Supplies	\$ 38,873	\$ 35,000	\$ 35,000
83280	Minor Tools	\$ 14,099	\$ 10,000	\$ 10,000
83290	Safety/PPE	\$ 662	\$ 500	\$ 500
Division Total: Laboratory Services		\$ 235,070	\$ 250,513	\$ 268,458

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 084 - Utilities				
81010	Social Security - Full Time	\$ 45,667	\$ 77,834	\$ 77,663
81020	Retirement TMRS	\$ 69,520	\$ 110,112	\$ 111,672
81040	Employee Insurance	\$ 86,478	\$ 149,078	\$ 136,135
81050	Workers' Compensation	\$ 7,715	\$ 10,914	\$ 10,910
81080	Longevity	\$ -	\$ 2,880	\$ 3,120
81090	Overtime	\$ 67,123	\$ 65,000	\$ 65,000
81100	Salaries & Wages - Full Time	\$ 541,382	\$ 769,759	\$ 947,081
81198	Accrued Wages	\$ (1,177)	\$ -	\$ -
82040	Postage	\$ 468	\$ 675	\$ 100
82120	Equipment Rental	\$ 13,146	\$ 28,000	\$ 10,000
82160	Training/Travel	\$ 2,629	\$ 15,000	\$ 15,000
82450	Radio Maintenance	\$ 357	\$ 487	\$ 357
82700	Professional Fees	\$ 303	\$ 5,000	\$ 7,000
83010	Office Supplies	\$ 817	\$ 750	\$ 750
83040	Janitorial Supplies	\$ 220	\$ -	\$ -
83060	Uniforms/Boots	\$ 15,616	\$ 17,000	\$ 17,000
83240	Chemical Supplies	\$ 15,705	\$ 7,000	\$ 7,000
83280	Minor Tools	\$ 15,413	\$ 15,000	\$ 15,000
83290	Safety/PPE	\$ 2,315	\$ 6,000	\$ 6,000
83300	Department Supplies	\$ 6,715	\$ 15,000	\$ 5,500
83460	Auto Maintenance	\$ -	\$ 15,428	\$ -
83480	Machine & Equipment Maintenance	\$ 6,015	\$ 40,000	\$ 5,000
83505	Utility Line Cuts	\$ 36,165	\$ 60,000	\$ 60,000
83510	Water Maintenance	\$ 484,101	\$ 275,000	\$ 300,000
83511	Sewer Maintenance	\$ 284,728	\$ 300,000	\$ 205,000
83515	Water Taps	\$ 190,051	\$ 200,000	\$ 50,000
83516	Sewer Taps	\$ 177,283	\$ 180,000	\$ 50,000
83600	Fire Hydrant Maintenance	\$ 11,587	\$ 15,000	\$ 15,000
Division Total: Utilities		\$ 2,080,343	\$ 2,380,917	\$ 2,120,288

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 085 - Meter Services				
81010	Social Security - Full Time	\$ 13,403	\$ 15,346	\$ 17,743
81020	Retirement TMRS	\$ 20,501	\$ 21,710	\$ 25,513
81040	Employee Insurance	\$ 25,990	\$ 32,342	\$ 33,955
81050	Workers' Compensation	\$ 1,719	\$ 2,207	\$ 2,535
81080	Longevity	\$ -	\$ 1,020	\$ 1,920
81090	Overtime	\$ 13,957	\$ 26,000	\$ 10,000
81100	Salaries & Wages - Full Time	\$ 165,800	\$ 195,192	\$ 220,017
81198	Accrued Wages	\$ 4,672	\$ -	\$ -
82030	Information Technology	\$ 6,376	\$ 11,750	\$ 11,750
82040	Postage	\$ -	\$ 100	\$ 100
82160	Training/Travel	\$ 315	\$ 3,000	\$ 3,000
82700	Professional Fees	\$ -	\$ 1,000	\$ 1,000
83010	Office Supplies	\$ 379	\$ 500	\$ 500
83060	Uniforms/Boots	\$ 3,807	\$ 4,500	\$ 4,500
83280	Minor Tools	\$ 5,556	\$ 5,500	\$ 4,000
83290	Safety/PPE	\$ 97	\$ 500	\$ 750
83300	Department Supplies	\$ 706	\$ 3,000	\$ 2,000
83540	Water Meter Maintenance	\$ 88,852	\$ 80,000	\$ 80,000
85640	Meters	\$ 246,592	\$ 100,000	\$ 115,000
Division Total: Meter Services		\$ 598,722	\$ 503,667	\$ 534,283

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 088 - Paw Paw WWT				
81010	Social Security - Full Time	\$ 38,203	\$ 42,553	\$ 57,453
81015	Social Security - Part Time	\$ 1,346	\$ 1,683	\$ -
81020	Retirement TMRS	\$ 58,236	\$ 60,200	\$ 82,612
81040	Employee Insurance	\$ 51,400	\$ 77,891	\$ 95,440
81050	Workers' Compensation	\$ 5,124	\$ 5,912	\$ 8,049
81080	Longevity	\$ -	\$ 1,200	\$ 2,340
81090	Overtime	\$ 99,808	\$ 125,000	\$ 50,000
81100	Salaries & Wages - Full Time	\$ 409,641	\$ 644,536	\$ 698,674
81150	Salaries & Wages - Part Time	\$ 17,598	\$ -	\$ -
81198	Accrued Wages	\$ 3,819	\$ -	\$ -
82040	Postage	\$ 132	\$ 900	\$ 250
82120	Equipment Rental	\$ 523	\$ 25,000	\$ 7,000
82160	Training/Travel	\$ 8,774	\$ 12,000	\$ 12,000
82620	Electricity	\$ 135,743	\$ 165,000	\$ 165,000
82700	Professional Fees	\$ 88,653	\$ 130,000	\$ 120,000
82820	Membership/Subscriptions	\$ 1,142	\$ 750	\$ 500
82930	Mowing	\$ -	\$ 6,500	\$ 6,500
83010	Office Supplies	\$ 1,469	\$ 2,500	\$ 700
83040	Janitorial Supplies	\$ 586	\$ 1,700	\$ 600
83060	Uniforms/Boots	\$ 7,409	\$ 7,000	\$ 6,000
83160	Auto/Equip Fuel	\$ -	\$ 50	\$ 50
83180	Oil & Lubricants	\$ 2,983	\$ 2,000	\$ 2,000
83240	Chemical Supplies	\$ 53,968	\$ 47,000	\$ 50,000
83260	Electrical Supplies	\$ 704	\$ 3,000	\$ 1,500
83280	Minor Tools	\$ 1,207	\$ 1,500	\$ 2,000
83290	Safety/PPE	\$ 6,856	\$ 5,200	\$ 3,500
83300	Department Supplies	\$ 6,318	\$ 10,000	\$ 8,000
83302	Lab Supplies	\$ -	\$ 6,400	\$ 5,000
83430	Lift Stat Maintenance	\$ 6,831	\$ 10,000	\$ 9,000
83440	Building Maintenance	\$ 2,760	\$ 8,500	\$ 2,000
83480	Machine & Equipment Maintenance	\$ 73,550	\$ 70,000	\$ 75,000
85110	Machinery/ Equipment	\$ 11,960	\$ -	\$ -
Division Total: Paw Paw WWT		\$ 1,096,742	\$ 1,473,975	\$ 1,471,168

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 090 - Environmental Services				
81010	Social Security - Full Time	\$ 9,025	\$ 11,280	\$ 16,088
81015	Social Security - Part Time	\$ 653	\$ -	\$ -
81020	Retirement TMRS	\$ 14,982	\$ 15,957	\$ 23,133
81040	Employee Insurance	\$ 14,401	\$ 19,503	\$ 27,253
81050	Workers' Compensation	\$ 984	\$ 1,594	\$ 2,372
81080	Longevity	\$ -	\$ 40	\$ 360
81090	Overtime	\$ -	\$ 3,500	\$ 4,000
81100	Salaries & Wages - Full Time	\$ 122,063	\$ 204,264	\$ 205,939
81150	Salaries & Wages - Part Time	\$ 8,535	\$ -	\$ -
81198	Accrued Wages	\$ (658)	\$ -	\$ -
82030	Information Technology	\$ 9,640	\$ 13,100	\$ 10,000
82040	Postage	\$ 71	\$ 500	\$ 200
82160	Training/Travel	\$ 5,779	\$ 4,000	\$ 4,000
82180	Tuition Reimbursement	\$ -	\$ -	\$ 5,250
82700	Professional Fees	\$ 12,532	\$ 135,000	\$ 41,250
82740	Advertising	\$ 1,493	\$ 5,000	\$ 4,000
82780	Printing & Binding	\$ -	\$ 500	\$ 500
82820	Membership/Subscriptions	\$ 70	\$ 400	\$ 400
83010	Office Supplies	\$ 670	\$ 1,100	\$ 1,000
83040	Janitorial Supplies	\$ 235	\$ 450	\$ 350
83060	Uniforms/Boots	\$ 1,046	\$ 1,300	\$ 1,000
83240	Chemical Supplies	\$ -	\$ 600	\$ 500
83280	Minor Tools	\$ 653	\$ 5,500	\$ 1,000
83290	Safety/PPE	\$ 11	\$ 900	\$ 1,000
83300	Department Supplies	\$ 3,961	\$ 8,100	\$ 2,500
83310	Equipment	\$ -	\$ 8,965	\$ -
83440	Building Maintenance	\$ 616	\$ 1,500	\$ 1,500
83480	Machine & Equipment Maintenance	\$ 115	\$ 8,800	\$ 1,500
Division Total: Environmental Services		\$ 206,878	\$ 451,853	\$ 355,095

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 091 - Utilities Customer Service				
81010	Social Security - Full Time	\$ 14,054	\$ 15,423	\$ 17,963
81020	Retirement TMRS	\$ 21,601	\$ 21,819	\$ 25,830
81040	Employee Insurance	\$ 19,888	\$ 32,346	\$ 33,965
81050	Workers' Compensation	\$ 193	\$ 229	\$ 242
81080	Longevity	\$ -	\$ 600	\$ 660
81090	Overtime	\$ 3,619	\$ 4,000	\$ 4,000
81100	Salaries & Wages - Full Time	\$ 184,669	\$ 197,605	\$ 230,156
81198	Accrued Wages	\$ 1,665	\$ -	\$ -
82030	Information Technology	\$ 6,831	\$ -	\$ -
82040	Postage	\$ 71,359	\$ 64,000	\$ 64,000
82160	Training/Travel	\$ 496	\$ 1,000	\$ 1,000
82180	Tuition Reimbursement	\$ -	\$ -	\$ 5,250
82700	Professional Fees	\$ 46,799	\$ 21,354	\$ 11,000
82780	Printing & Binding	\$ 29,721	\$ 29,000	\$ 29,000
83010	Office Supplies	\$ 1,163	\$ 1,500	\$ 1,500
83060	Uniforms/Boots	\$ 476	\$ 800	\$ 800
Division Total: Utilities Customer Service		\$ 402,536	\$ 389,676	\$ 425,366

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 092 - Non-Departmental				
82210	Enterprise Car Rental Program	\$ 113,695	\$ 200,000	\$ 370,000
82620	Electricity	\$ 30,627	\$ 30,627	\$ 30,627
82700	Professional Fees	\$ -	\$ 75,000	\$ -
82905	Grant Match	\$ -	\$ -	\$ 20,000
83285	Capital Requests	\$ 211,748	\$ 1,128,000	\$ 1,130,000
84010	Overhead Water to GF	\$ 702,143	\$ 807,480	\$ 853,352
84020	Overhead Sewer to GF	\$ 702,142	\$ 807,480	\$ 853,352
84060	Insurance-Liability	\$ 192,734	\$ 211,435	\$ 245,000
84130	Contracts & Agreements	\$ 27,250	\$ 30,000	\$ 30,000
84140	Contingency	\$ 24,129	\$ 80,000	\$ 50,000
84170	Credit Card Merchant Fees	\$ 219,664	\$ 315,000	\$ 315,000
84180	Claims and Refunds	\$ 108,516	\$ 352	\$ -
84260	Interest Expense	\$ 4,530	\$ 5,616	\$ 4,453
84270	Lease Payments	\$ 91,460	\$ 90,375	\$ 93,671
84450	Trans/I&S Fund	\$ 4,342,605	\$ 5,680,376	\$ 8,523,202
84660	Franchise Fees	\$ 780,993	\$ 895,000	\$ 1,025,000
Division Total: Non-Departmental		\$ 7,552,237	\$ 10,356,741	\$ 13,543,657

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 093 - Public Works Administration				
81010	Social Security - Full Time	\$ 39,049	\$ 50,159	\$ 71,488
81015	Social Security - Part Time	\$ -	\$ 320	\$ -
81020	Retirement TMRS	\$ 60,470	\$ 70,960	\$ 102,794
81040	Employee Insurance	\$ 32,374	\$ 52,952	\$ 82,852
81050	Workers' Compensation	\$ 312	\$ 643	\$ 977
81080	Longevity	\$ -	\$ 2,760	\$ 3,780
81100	Salaries & Wages - Full Time	\$ 529,474	\$ 758,417	\$ 930,707
81150	Salaries & Wages - Part Time	\$ -	\$ 3,500	\$ -
81198	Accrued Wages	\$ 10,923	\$ -	\$ -
82030	Information Technology	\$ 90,427	\$ 120,000	\$ 98,000
82040	Postage	\$ 196	\$ 300	\$ 300
82160	Training/Travel	\$ 6,961	\$ 14,000	\$ 13,000
82700	Professional Fees	\$ 245,272	\$ 450,000	\$ 271,000
82820	Membership/Subscriptions	\$ 847	\$ 2,800	\$ 2,800
83010	Office Supplies	\$ 6,555	\$ 7,000	\$ 2,500
83060	Uniforms/Boots	\$ 882	\$ 4,000	\$ 1,000
83120	Food	\$ 999	\$ 3,700	\$ 1,500
83290	Safety/ PPE	\$ -	\$ -	\$ 300
83300	Department Supplies	\$ -	\$ 3,200	\$ -
83980	Miscellaneous	\$ 1,090	\$ 4,500	\$ 500
Division Total: Public Works Administration		\$ 1,025,831	\$ 1,549,211	\$ 1,583,498

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 094 - Storm Water Operations				
81010	Social Security - Full Time	\$ 3,694	\$ 5,069	\$ 5,876
81020	Retirement TMRS	\$ 5,568	\$ 7,172	\$ 8,450
81040	Employee Insurance	\$ 9,028	\$ 12,887	\$ 13,525
81050	Workers' Compensation	\$ 513	\$ 1,216	\$ 679
81080	Longevity	\$ -	\$ 60	\$ 180
81090	Overtime	\$ 132	\$ 2,000	\$ 3,000
81100	Salaries & Wages - Full Time	\$ 48,641	\$ 62,765	\$ 73,636
81198	Accrued Wages	\$ 335	\$ -	\$ -
82120	Equipment Rental	\$ -	\$ 3,000	\$ 3,000
82160	Training/Travel	\$ -	\$ 1,500	\$ 1,500
83060	Uniforms/Boots	\$ 2,089	\$ 2,000	\$ 2,000
83280	Minor Tools	\$ 639	\$ 1,100	\$ 1,200
83290	Safety/PPE	\$ -	\$ 1,000	\$ 1,500
85530	Drainage	\$ 6,192	\$ 110,000	\$ 65,500
Division Total: Storm Water Operations		\$ 76,830	\$ 209,769	\$ 180,046

**City of Denison
2023/2024 Budget
Utility Fund Division Detail**

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 095 - Duck Creek WWT				
82620	Electricity	\$ 21,888	\$ 25,000	\$ 26,000
82930	Mowing	\$ -	\$ 1,800	\$ -
83430	Lift Stat Maintenance	\$ 11,034	\$ 16,000	\$ 16,000
83480	Machine & Equipment Maintenance	\$ 4,203	\$ 18,000	\$ 18,000
Division Total: Duck Creek WWT		\$ 37,124	\$ 60,800	\$ 60,000

DRAFT

**City of Denison
2023/2024 Budget
Utility Fund Division Detail**

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 096 - Iron Ore WWT				
82620	Electricity	\$ 41,859	\$ 50,000	\$ 54,000
82930	Mowing	\$ -	\$ 800	\$ 750
83430	Lift Stat Maintenance	\$ 2,140	\$ 35,000	\$ 20,000
83480	Machine & Equipment Maintenance	\$ 19,946	\$ 28,500	\$ 20,000
85110	Machinery/ Equipment	\$ -	\$ 17,349	\$ -
Division Total: Iron Ore WWT		\$ 63,945	\$ 131,649	\$ 94,750

DRAFT

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 097 - NTRA WWT				
81010	Social Security - Full Time	\$ 6,280	\$ 10,328	\$ 9,066
81020	Retirement TMRS	\$ 9,416	\$ 14,611	\$ 13,037
81040	Employee Insurance	\$ 7,750	\$ 13,020	\$ 13,675
81050	Workers' Compensation	\$ 888	\$ 1,059	\$ 1,278
81080	Longevity	\$ -	\$ 1,500	\$ 1,560
81090	Overtime	\$ 16,037	\$ 19,000	\$ 6,000
81100	Salaries & Wages - Full Time	\$ 66,514	\$ 127,338	\$ 110,954
81198	Accrued Wages	\$ 2,373	\$ -	\$ -
82160	Training/Travel	\$ 998	\$ 1,500	\$ 1,500
82620	Electricity	\$ 17,890	\$ 19,000	\$ 23,000
82630	Gas & Propane	\$ 1,310	\$ 1,200	\$ 1,200
82700	Professional Fees	\$ 48,363	\$ 68,000	\$ 68,000
82820	Membership/Subscriptions	\$ 50	\$ 150	\$ 150
82930	Mowing	\$ -	\$ 1,800	\$ -
83060	Uniforms/Boots	\$ 410	\$ 960	\$ 960
83180	Oil & Lubricants	\$ 715	\$ 80	\$ 1,000
83240	Chemical Supplies	\$ 3,921	\$ 4,000	\$ 4,000
83260	Electrical Supplies	\$ 47	\$ 100	\$ 100
83280	Minor Tools	\$ -	\$ 100	\$ 100
83290	Safety/ PPE	\$ 660	\$ -	\$ -
83300	Department Supplies	\$ 882	\$ 1,300	\$ 500
83430	Lift Stat Maintenance	\$ 97	\$ 1,200	\$ 1,200
83440	Building Maintenance	\$ 5,589	\$ 6,500	\$ 6,500
83480	Machine & Equipment Maintenance	\$ 8,788	\$ 8,500	\$ 9,000
Division Total: NTRA WWT		\$ 198,977	\$ 301,246	\$ 272,780

City of Denison
2023/2024 Budget
Utility Fund Division Detail

Account	Description	Actual 2022	Estimated 2023	Proposed 2024
Utility Fund 020				
<u>Expenditures</u>				
Division: 099 - Emergency Operations Center (EOC)				
82120	Equipment Rental	\$ -	\$ -	\$ -
82630	Gas and Propane	\$ -	\$ -	\$ -
82700	Professional Fees	\$ -	\$ -	\$ -
82710	Temporary - Contract Labor	\$ -	\$ -	\$ -
83050	Hospitality	\$ -	\$ -	\$ -
83120	Food	\$ 283	\$ -	\$ -
83160	Auto/Equip Fuel	\$ -	\$ -	\$ -
83240	Chemical Supplies	\$ -	\$ -	\$ -
83290	Safety/PPE	\$ -	\$ -	\$ -
83300	Department Supplies	\$ -	\$ -	\$ -
83305	Bottled Water	\$ -	\$ -	\$ -
83310	Equipment	\$ -	\$ -	\$ -
83500	Street Patch Material	\$ -	\$ -	\$ -
83980	Miscellaneous	\$ -	\$ -	\$ -
Division Total: Emergency Operations Center		\$ 283	\$ -	\$ -
Transfers Out		\$ 205,000	\$ 830,000	\$ 845,000
Bad Debt Expense		\$ 128,159	\$ 130,000	\$ 130,000
Utility Fund Expense Total:		\$ 15,968,276	\$ 20,963,894	\$ 23,858,073

DEBT SERVICES

DRAFT

**City of Denison
2023/2024 Budget
General Interest & Sinking Fund - Fund 010**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 1,409,595	\$ 986,455	\$ 1,867,737
Revenues			
Tax Revenue	\$ 1,881,329	\$ 1,773,844	\$ 1,737,726
THF Annual Payment Transfer (Fund 14)	\$ -	\$ 793,519	\$ 793,519
Series 2016B Reserves Transfer (Fund 14)	\$ -	\$ 822,702	\$ -
Series 2018A Transfer (Fund 33)	\$ -	\$ 117,051	\$ 114,161
Series 2020B Transfer (Fund 15)	\$ -	\$ -	\$ -
Series 2021A Transfer (Fund 33)	\$ -	\$ 407,400	\$ 458,700
Series 2022B (DDA Payment)	\$ -	\$ 356,100	\$ 353,944
Series 2022C Transfer (Fund 33)	\$ -	\$ -	\$ 134,599
Transfer In (Fund 60)	\$ -	\$ -	\$ 200,000
Interest Earned	\$ 5,129	\$ 75,000	\$ 60,000
Total Revenues	\$ 1,886,458	\$ 4,345,616	\$ 3,852,648
Expenditures			
Bond Payments - Principal	\$ 1,276,300	\$ 2,358,000	\$ 2,725,600
Bond Payments - Interest	\$ 450,414	\$ 1,072,414	\$ 1,080,471
Paying Agent Fees	\$ 11,448	\$ 17,500	\$ 16,000
GF Bond Transfer (Fund 14)	\$ 587,855	\$ -	\$ -
Reserves for 2016B Final Payment	\$ -	\$ -	\$ 822,702
Total Expenditures	\$ 2,326,017	\$ 3,447,914	\$ 4,644,773
Transfers/Audit Adjustments/Accruals	\$ 16,420	\$ (16,420)	\$ -
Ending Cash Balance	\$ 986,455	\$ 1,867,737	\$ 1,075,612

**City of Denison
2023/2024 Budget
Utility Interest & Sinking Fund - Fund 024**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 1,810,451	\$ 1,414,458	\$ 1,009,932
Revenues			
Transfer from WS Fund-current bond pmts	\$ 4,342,605	\$ 5,680,376	\$ 8,523,202
Series 2022A (DDA Payment)	\$ -	\$ 204,482	\$ 205,025
Interest Earned	\$ 8,025	\$ 115,000	\$ 100,000
Total Revenues	\$ 4,350,630	\$ 5,999,857	\$ 8,828,227
Expenditures			
Bond Payments - Principal	\$ 2,698,700	\$ 3,362,000	\$ 4,449,400
Bond Payments - Interest	\$ 1,741,110	\$ 2,739,334	\$ 4,736,106
GTUA	\$ 290,907	\$ 291,049	\$ 292,720
Paying Agent Fees	\$ 15,907	\$ 12,000	\$ 16,000
Total Expenditures	\$ 4,746,623	\$ 6,404,383	\$ 9,494,227
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 1,414,458	\$ 1,009,932	\$ 343,932

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Greater Texoma Utility Authority Contract Revenue Bonds - Series 2010
(Lake Texoma Water Storage Project)
Issue Amount: \$4,584,830.80

Purpose: To purchase additional water storage rights in Lake Texoma, for water supply, in contract with the Greater Texoma Utility Authority.

Utility Fund Obligated / Utility Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	249,480.00	43,240.26	292,720.26
09/30/2025	255,960.00	38,021.14	293,981.14
09/30/2026	262,440.00	32,410.50	294,850.50
09/30/2027	268,920.00	26,424.24	295,344.24
09/30/2028	275,400.00	20,069.66	295,469.66
09/30/2029	281,880.00	13,358.16	295,238.16
09/30/2030	255,960.00	6,347.80	262,307.80
Total	1,850,040.00	179,871.76	2,029,911.76

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax & Revenue Certificates of Obligation - Series 2012
Issue Amount: \$6,665,000

Purpose: Repairs and renovations, including lighting retrofits and networked thermostats, for existing municipal buildings; and improvements to the City's waterworks and sewer system including the Paw Paw wastewater treatment plant and the Duck Creek lift station.

General Fund Obligated / Utility Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	435,000	93,800.00	528,800.00
09/30/2025	450,000	76,400.00	526,400.00
09/30/2026	470,000	58,400.00	528,400.00
09/30/2027	485,000	39,600.00	524,600.00
09/30/2028	505,000	20,200.00	525,200.00
Total	2,345,000	288,400.00	2,633,400.00

DRAFT

City of Denison
2023/2024 Budget
Bond Maturity Schedule
General Obligation Refunding Bonds - Series 2013
Issue Amount: \$4,530,000

Purpose: Refunding of Series 2001 Revenue Bonds issued for Water and Sewer System improvements, Series 2005 General Obligation Bonds issued for Street improvements, and Series 2005 Water/Sewer Revenue Refunding Bonds.

General Fund Obligated / General Fund (76%) & Utility Fund (24%) Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	435,000.00	30,975.00	465,975.00
09/30/2025	450,000.00	15,750.00	465,750.00
Total	885,000.00	46,725.00	931,725.00

DRAFT

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax & Limited Surplus Revenue Certificates of Obligation - Series 2013
Issue Amount: \$2,240,000

Purpose: For constructing and equipping a fire station, with any surplus funds to be used for major repairs and renovations to existing municipal buildings.

General Fund Obligated / General Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	110,000.00	40,375.00	150,375.00
09/30/2025	115,000.00	36,437.50	151,437.50
09/30/2026	120,000.00	32,325.00	152,325.00
09/30/2027	120,000.00	28,125.00	148,125.00
09/30/2028	125,000.00	23,837.50	148,837.50
09/30/2029	130,000.00	19,375.00	149,375.00
09/30/2030	135,000.00	15,075.00	150,075.00
09/30/2031	140,000.00	10,950.00	150,950.00
09/30/2032	145,000.00	6,675.00	151,675.00
09/30/2033	150,000.00	2,250.00	152,250.00
Total	1,290,000.00	215,425.00	1,505,425.00

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Surplus Revenue Certificates of Obligation - Series 2015
Issue Amount: \$6,335,000

Purpose: To fund water & sewer projects including, but not limited to Randell Dam improvements and the purchase and installation of an Automated Meter Reading system.

General Fund Obligated / Utility Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	300,000.00	159,375.00	459,375.00
09/30/2025	310,000.00	146,425.00	456,425.00
09/30/2026	325,000.00	133,725.00	458,725.00
09/30/2027	335,000.00	120,525.00	455,525.00
09/30/2028	350,000.00	106,825.00	456,825.00
09/30/2029	365,000.00	92,525.00	457,525.00
09/30/2030	380,000.00	77,625.00	457,625.00
09/30/2031	395,000.00	62,125.00	457,125.00
09/30/2032	410,000.00	48,075.00	458,075.00
09/30/2033	420,000.00	35,625.00	455,625.00
09/30/2034	435,000.00	22,256.25	457,256.25
09/30/2035	450,000.00	7,593.75	457,593.75
Total	4,475,000.00	1,012,700.00	5,487,700.00

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax & Surplus Revenue Certificates of Obligation - Series 2016A
Issue Amount: \$1,725,000

Purpose: To fund waterworks and sewer system improvements including, but not limited to the Parkdale Ground Tank and Grayson College Elevated Tank, and improvements to Lake Randell Dam and spillway.

General Fund Obligated / Utility Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	80,000.00	40,075.00	120,075.00
09/30/2025	85,000.00	36,587.50	121,587.50
09/30/2026	85,000.00	33,612.50	118,612.50
09/30/2027	90,000.00	30,550.00	120,550.00
09/30/2028	95,000.00	27,312.50	122,312.50
09/30/2029	95,000.00	24,225.00	119,225.00
09/30/2030	100,000.00	21,300.00	121,300.00
09/30/2031	100,000.00	18,300.00	118,300.00
09/30/2032	105,000.00	15,225.00	120,225.00
09/30/2033	110,000.00	12,000.00	122,000.00
09/30/2034	110,000.00	8,700.00	118,700.00
09/30/2035	115,000.00	5,325.00	120,325.00
09/30/2036	120,000.00	1,800.00	121,800.00
Total	1,290,000.00	275,012.50	1,565,012.50

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Limited Surplus Revenue Certificate of Obligation - Series 2016B
Issue Amount: \$7,475,000

*Purpose: To provide funds for park and recreational improvements.
(Texoma Health Foundation Sports Complex)*

General Fund Obligated / General Fund Budgeted

Period Ending	Principal	Interest	Total P+I
02/15/2024	785,000.00	37,941.75	822,941.75
02/15/2025	800,000.00	22,963.50	822,963.50
02/15/2026	815,000.00	7,701.75	822,701.75
Total	2,400,000.00	68,607.00	2,468,607.00

DRAFT

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Surplus Revenue Certificate of Obligation - Series 2017A
Issue Amount: \$6,870,000

Purpose: To fund waterworks and sewer system projects including, but not limited to, the TCEQ SSO projects, elevated & ground water tanks rehab, Iron Ore Creek Trunk Sewer, and Paw Paw UV Equipment and Clarifier. A portion of the funds would also be used to remodel 300 W Main as a new City Hall location.

General Fund Obligated / General Fund (43%) & Utility Fund (57%) Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	305,000.00	153,075.00	458,075.00
09/30/2025	315,000.00	143,775.00	458,775.00
09/30/2026	325,000.00	134,175.00	459,175.00
09/30/2027	335,000.00	124,275.00	459,275.00
09/30/2028	350,000.00	114,000.00	464,000.00
09/30/2029	360,000.00	103,350.00	463,350.00
09/30/2030	365,000.00	92,475.00	457,475.00
09/30/2031	375,000.00	81,375.00	456,375.00
09/30/2032	390,000.00	69,900.00	459,900.00
09/30/2033	400,000.00	58,050.00	458,050.00
09/30/2034	410,000.00	45,900.00	455,900.00
09/30/2035	430,000.00	33,300.00	463,300.00
09/30/2036	440,000.00	20,250.00	460,250.00
09/30/2037	455,000.00	6,825.00	461,825.00
Total	5,255,000.00	1,180,725.00	6,435,725.00

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Limited Surplus Revenue Certificate of Obligation - Series 2017B
Issue Amount: \$2,855,000

Purpose: To help fund the construction of the Texoma Health Foundation Park project.

General Fund Obligated / General Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	295,000.00	23,166.00	318,166.00
09/30/2025	300,000.00	16,740.00	316,740.00
09/30/2026	310,000.00	10,152.00	320,152.00
09/30/2027	315,000.00	3,402.00	318,402.00
Total	1,220,000.00	53,460.00	1,273,460.00

DRAFT

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax & Surplus Revenue Certificates of Obligation - Series 2018
Issue Amount: \$7,255,000

Purpose: To fund water & sewer infrastructure improvements including the NTRA Elevated Tank, Water Lines, Paw Paw UV Clarifier, Iron Ore Creek Trunk Sewer, TCEQ SSO projects and Wastewater Master Plan.

General Fund Obligated / Utility Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	315,000.00	184,540.00	499,540.00
09/30/2025	325,000.00	171,740.00	496,740.00
09/30/2026	335,000.00	160,215.00	495,215.00
09/30/2027	345,000.00	150,015.00	495,015.00
09/30/2028	360,000.00	139,440.00	499,440.00
09/30/2029	370,000.00	128,490.00	498,490.00
09/30/2030	380,000.00	117,240.00	497,240.00
09/30/2031	390,000.00	105,690.00	495,690.00
09/30/2032	405,000.00	93,360.00	498,360.00
09/30/2033	415,000.00	80,240.00	495,240.00
09/30/2034	430,000.00	66,720.00	496,720.00
09/30/2035	445,000.00	52,720.00	497,720.00
09/30/2036	460,000.00	38,240.00	498,240.00
09/30/2037	475,000.00	23,280.00	498,280.00
09/30/2038	490,000.00	7,840.00	497,840.00
Total	5,940,000.00	1,519,770.00	7,459,770.00

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Limited Surplus Revenue Certificate of Obligation - Series 2018A
Issue Amount: \$1,000,000

Purpose: To fund the design phase of the downtown improvements project.

General Fund Obligated / General Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	100,000.00	14,161.00	114,161.00
09/30/2025	105,000.00	11,198.75	116,198.75
09/30/2026	110,000.00	8,092.00	118,092.00
09/30/2027	110,000.00	4,913.00	114,913.00
09/30/2028	115,000.00	1,661.75	116,661.75
Total	540,000.00	40,026.50	580,026.50

DRAFT

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax & Surplus Revenue Certificates of Obligation - Series 2019
Issue Amount: \$5,255,000

Purpose: To fund waterworks and sewer system projects including, but not limited to, the NTRA elevated water tank, Theresa and West Loy Lake lines, Parkdale elevated tank, and distribution & collection projects.

General Fund Obligated / Utility Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	200,000.00	175,412.50	375,412.50
09/30/2025	210,000.00	165,162.50	375,162.50
09/30/2026	225,000.00	154,287.50	379,287.50
09/30/2027	235,000.00	142,787.50	377,787.50
09/30/2028	245,000.00	130,787.50	375,787.50
09/30/2029	260,000.00	118,162.50	378,162.50
09/30/2030	270,000.00	104,912.50	374,912.50
09/30/2031	285,000.00	92,462.50	377,462.50
09/30/2032	295,000.00	80,862.50	375,862.50
09/30/2033	310,000.00	68,762.50	378,762.50
09/30/2034	320,000.00	57,762.50	377,762.50
09/30/2035	330,000.00	48,012.50	378,012.50
09/30/2036	340,000.00	37,962.50	377,962.50
09/30/2037	350,000.00	27,612.50	377,612.50
09/30/2038	360,000.00	16,962.50	376,962.50
09/30/2039	370,000.00	5,781.25	375,781.25
Total	4,605,000.00	1,427,693.75	6,032,693.75

City of Denison
2023/2024 Budget
Bond Maturity Schedule
General Obligation Refunding Bonds - Series 2019
Issue Amount: \$3,060,000

Purpose: Proceeds from the sale of the Bonds will be used to refund a portion of the City's outstanding debt in order to lower the overall debt service requirements of the City. The refunded bonds (Series 2008) were initially obtained for the purpose of acquiring, constructing, installing and equipping improvements and additions to the City's waterworks and sewer system; and the acquisition of land and interests in land for such projects; and paying legal, fiscal, design and engineering fees in connection with such projects.

General Fund Obligated / Utility Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	315,000.00	69,037.50	384,037.50
09/30/2025	325,000.00	60,375.00	385,375.00
09/30/2026	330,000.00	52,250.00	382,250.00
09/30/2027	350,000.00	35,750.00	385,750.00
09/30/2028	365,000.00	18,250.00	383,250.00
Total	1,685,000.00	235,662.50	1,920,662.50

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax & Limited Surplus Revenue Certificates of Obligation - Series 2020A
Issue Amount: \$2,450,000

Purpose: For the purchase of a new ladder truck and renovation of the West End fire station.

General Fund Obligated / General Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	240,000.00	23,944.00	263,944.00
09/30/2025	245,000.00	20,403.50	265,403.50
09/30/2026	250,000.00	16,790.00	266,790.00
09/30/2027	250,000.00	13,140.00	263,140.00
09/30/2028	255,000.00	9,453.50	264,453.50
09/30/2029	260,000.00	5,694.00	265,694.00
09/30/2030	260,000.00	1,898.00	261,898.00
Total	1,760,000.00	91,323.00	1,851,323.00

City of Denison
2023/2024 Budget
Bond Maturity Schedule
General Obligation Refunding Bonds - Series 2020
Issue Amount: \$4,040,000

Purpose: To refund the Combination Tax and Revenue Certificates of Obligation - Series 2010, that were obligated to the City's waterworks and sewer system improvements.

General Fund Obligated / Utility Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	445,000.00	32,857.50	477,857.50
09/30/2025	445,000.00	27,072.50	472,072.50
09/30/2026	455,000.00	21,222.50	476,222.50
09/30/2027	460,000.00	15,275.00	475,275.00
09/30/2028	470,000.00	9,230.00	479,230.00
09/30/2029	475,000.00	3,087.50	478,087.50
Total	2,750,000.00	108,745.00	2,858,745.00

DRAFT

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Limited Surplus Revenue Certificates of Obligation - Series 2020B
Issue Amount: \$10,235,000

Purpose: To fund waterworks & sewer system improvements, and to construct and improve streets (Flora/Waterloo/Lang/Loy Lake) including sidewalks, landscaping, streetscaping, lighting, drainage, and utility line relocations.

General Fund Obligated / General Fund (62%) & Utility Fund (38%) Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	390,000.00	324,450.00	714,450.00
09/30/2025	405,000.00	310,650.00	715,650.00
09/30/2026	415,000.00	302,450.00	717,450.00
09/30/2027	430,000.00	287,550.00	717,550.00
09/30/2028	450,000.00	265,550.00	715,550.00
09/30/2029	470,000.00	242,550.00	712,550.00
09/30/2030	495,000.00	220,900.00	715,900.00
09/30/2031	515,000.00	200,700.00	715,700.00
09/30/2032	535,000.00	179,700.00	714,700.00
09/30/2033	555,000.00	157,900.00	712,900.00
09/30/2034	580,000.00	135,200.00	715,200.00
09/30/2035	600,000.00	111,600.00	711,600.00
09/30/2036	625,000.00	90,225.00	715,225.00
09/30/2037	640,000.00	71,250.00	711,250.00
09/30/2038	665,000.00	51,675.00	716,675.00
09/30/2039	685,000.00	31,425.00	716,425.00
09/30/2040	705,000.00	10,575.00	715,575.00
Total	9,160,000.00	2,994,350.00	12,154,350.00

**City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Limited Surplus Revenue Certificates of Obligation - Series 2021A
Issue Amount: \$15,940,000**

Purpose: To fund the waterworks & sewer system and to construct and improve streets, including sidewalks, landscaping, streetscaping, lighting, drainage, utility line relocations; and to construct and install parking facilities, all related to the D3 project.

General Fund Obligated / General Fund (77%) & Utility Fund (23%) Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	260,000.00	434,300.00	694,300.00
09/30/2025	600,000.00	417,100.00	1,017,100.00
09/30/2026	620,000.00	392,700.00	1,012,700.00
09/30/2027	650,000.00	367,300.00	1,017,300.00
09/30/2028	675,000.00	340,800.00	1,015,800.00
09/30/2029	825,000.00	310,800.00	1,135,800.00
09/30/2030	860,000.00	277,100.00	1,137,100.00
09/30/2031	895,000.00	242,000.00	1,137,000.00
09/30/2032	930,000.00	205,500.00	1,135,500.00
09/30/2033	960,000.00	177,300.00	1,137,300.00
09/30/2034	975,000.00	157,950.00	1,132,950.00
09/30/2035	995,000.00	138,250.00	1,133,250.00
09/30/2036	1,015,000.00	118,150.00	1,133,150.00
09/30/2037	1,035,000.00	97,650.00	1,132,650.00
09/30/2038	1,060,000.00	76,700.00	1,136,700.00
09/30/2039	1,080,000.00	55,300.00	1,135,300.00
09/30/2040	1,105,000.00	33,450.00	1,138,450.00
09/30/2041	1,120,000.00	11,200.00	1,131,200.00
Total	15,660,000.00	3,853,550.00	19,513,550.00

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Limited Surplus Revenue Certificates of Obligation - Series 2021B
Issue Amount: \$10,365,000

Purpose: To fund the waterworks & sewer system improvements, and acquisition of land and interests in land for projects.

General Fund Obligated / Utility Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	380,000.00	347,050.00	727,050.00
09/30/2025	395,000.00	331,550.00	726,550.00
09/30/2026	410,000.00	315,450.00	725,450.00
09/30/2027	425,000.00	298,750.00	723,750.00
09/30/2028	445,000.00	281,350.00	726,350.00
09/30/2029	465,000.00	263,150.00	728,150.00
09/30/2030	480,000.00	244,250.00	724,250.00
09/30/2031	500,000.00	224,650.00	724,650.00
09/30/2032	520,000.00	204,250.00	724,250.00
09/30/2033	545,000.00	182,950.00	727,950.00
09/30/2034	565,000.00	160,750.00	725,750.00
09/30/2035	590,000.00	137,650.00	727,650.00
09/30/2036	615,000.00	113,550.00	728,550.00
09/30/2037	635,000.00	91,725.00	726,725.00
09/30/2038	655,000.00	72,375.00	727,375.00
09/30/2039	675,000.00	52,425.00	727,425.00
09/30/2040	695,000.00	31,875.00	726,875.00
09/30/2041	715,000.00	10,725.00	725,725.00
Total	9,710,000.00	3,364,475.00	13,074,475.00

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Limited Surplus Revenue Certificates of Obligation - Series 2022A
Issue Amount: \$22,165,000

Purpose: To fund the City's waterworks & sewer system improvements, and acquisition of land and interests in land for projects.

Utility Fund Budgeted / DDA Portion

Period Ending	Principal	Interest	Total P+I
09/30/2024	760,000.00	890,275.00	1,650,275.00
09/30/2025	790,000.00	861,250.00	1,651,250.00
09/30/2026	815,000.00	833,162.50	1,648,162.50
09/30/2027	850,000.00	804,025.00	1,654,025.00
09/30/2028	885,000.00	767,025.00	1,652,025.00
09/30/2029	930,000.00	721,650.00	1,651,650.00
09/30/2030	975,000.00	674,025.00	1,649,025.00
09/30/2031	1,025,000.00	624,025.00	1,649,025.00
09/30/2032	1,080,000.00	571,400.00	1,651,400.00
09/30/2033	1,130,000.00	521,800.00	1,651,800.00
09/30/2034	1,175,000.00	475,700.00	1,650,700.00
09/30/2035	1,220,000.00	427,800.00	1,647,800.00
09/30/2036	1,275,000.00	377,900.00	1,652,900.00
09/30/2037	1,325,000.00	325,900.00	1,650,900.00
09/30/2038	1,380,000.00	271,800.00	1,651,800.00
09/30/2039	1,435,000.00	215,500.00	1,650,500.00
09/30/2040	1,495,000.00	156,900.00	1,651,900.00
09/30/2041	1,555,000.00	95,900.00	1,650,900.00
09/30/2042	1,620,000.00	32,400.00	1,652,400.00
Total	21,720,000.00	9,648,437.50	31,368,437.50

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Limited Surplus Revenue Certificates of Obligation - Taxable Series 2022B
Issue Amount: \$4,600,000

Purpose: To fund demolition of dangerous structures in the City; and legal, fiscal and engineering fees in connection with such demolition projects and the Certificates.

DDA Portion

Period Ending	Principal	Interest	Total P+I
09/30/2024	160,000.00	193,943.50	353,943.50
09/30/2025	165,000.00	188,870.25	353,870.25
09/30/2026	170,000.00	183,265.00	353,265.00
09/30/2027	180,000.00	177,155.00	357,155.00
09/30/2028	185,000.00	170,565.00	355,565.00
09/30/2029	190,000.00	163,503.50	353,503.50
09/30/2030	200,000.00	155,826.00	355,826.00
09/30/2031	210,000.00	147,480.00	357,480.00
09/30/2032	215,000.00	138,617.50	353,617.50
09/30/2033	225,000.00	128,861.00	353,861.00
09/30/2034	235,000.00	118,189.00	353,189.00
09/30/2035	250,000.00	106,937.00	356,937.00
09/30/2036	260,000.00	95,105.00	355,105.00
09/30/2037	270,000.00	82,809.00	352,809.00
09/30/2038	285,000.00	69,619.50	354,619.50
09/30/2039	300,000.00	55,404.00	355,404.00
09/30/2040	315,000.00	40,459.50	355,459.50
09/30/2041	330,000.00	24,786.00	354,786.00
09/30/2042	345,000.00	8,383.50	353,383.50
Total	4,490,000.00	2,249,779.25	6,739,779.25

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Limited Surplus Revenue Certificates of Obligation - Series 2022C
Issue Amount: \$1,140,000

Purpose: To fund the phase two design of the downtown improvements project.

General Fund Obligated / General Fund Budgeted

Period Ending	Principal	Interest	Total P+I
09/30/2024	95,000.00	39,598.75	134,598.75
09/30/2025	100,000.00	35,689.00	135,689.00
09/30/2026	105,000.00	31,578.75	136,578.75
09/30/2027	110,000.00	27,268.00	137,268.00
09/30/2028	115,000.00	22,756.75	137,756.75
09/30/2029	120,000.00	18,045.00	138,045.00
09/30/2030	125,000.00	13,132.75	138,132.75
09/30/2031	130,000.00	8,020.00	138,020.00
09/30/2032	135,000.00	2,706.75	137,706.75
Total	1,035,000.00	198,795.75	1,233,795.75

City of Denison
2023/2024 Budget
Bond Maturity Schedule
Combination Tax and Limited Surplus Revenue Certificates of Obligation - Series 2023
Issue Amount: \$39,520,000

Purpose: To fund waterworks projects including but not limited to the Lake Texoma Raw Water Pump Station, Ryland Water Treatment Plant expansion, Duck Creek Interceptor reconstruction, Loy Lake Road reconstruction, and Phase 1 of the Waterloo gravity sewer line replacement.

General Fund Obligated / Utility Fund Budgeted

Period Ending	Principal	Interest	Total P+I
9/30/2024	650,000.00	2,428,224.86	3,078,224.86
9/30/2025	1,285,000.00	1,784,137.50	3,069,137.50
9/30/2026	1,355,000.00	1,718,137.50	3,073,137.50
9/30/2027	1,415,000.00	1,655,962.50	3,070,962.50
9/30/2028	1,475,000.00	1,598,162.50	3,073,162.50
9/30/2029	1,540,000.00	1,530,162.50	3,070,162.50
9/30/2030	1,620,000.00	1,451,162.50	3,071,162.50
9/30/2031	1,705,000.00	1,368,037.50	3,073,037.50
9/30/2032	1,790,000.00	1,280,662.50	3,070,662.50
9/30/2033	1,880,000.00	1,188,912.50	3,068,912.50
9/30/2034	1,980,000.00	1,092,412.50	3,072,412.50
9/30/2035	2,080,000.00	990,912.50	3,070,912.50
9/30/2036	2,185,000.00	884,287.50	3,069,287.50
9/30/2037	2,300,000.00	772,162.50	3,072,162.50
9/30/2038	2,415,000.00	654,287.50	3,069,287.50
9/30/2039	2,540,000.00	530,412.50	3,070,412.50
9/30/2040	2,655,000.00	413,812.50	3,068,812.50
9/30/2041	2,765,000.00	305,412.50	3,070,412.50
9/30/2042	2,880,000.00	188,912.50	3,068,912.50
9/30/2043	3,005,000.00	63,856.25	3,068,856.25
Total	39,520,000.00	21,900,031.11	61,420,031.11

City of Denison
2023/2024 Budget
Budgeted Debt Service Schedule

Fiscal Year	General Debt Fund			W/S Debt Fund		
	Principal	Interest	Total P & I	Principal	Interest	Total P & I
2024	2,605,600.00	1,000,471.00	3,606,071.00	4,698,880.00	4,779,346.62	9,478,226.62
2025	3,012,000.00	924,097.50	3,936,097.50	5,463,960.00	3,994,201.14	9,458,161.14
2026	2,745,000.00	842,054.50	3,587,054.50	5,562,440.00	3,790,048.00	9,352,488.00
2027	1,985,000.00	773,503.00	2,758,503.00	5,773,920.00	3,579,289.24	9,353,209.24
2028	1,730,000.00	709,849.50	2,439,849.50	6,010,400.00	3,357,427.16	9,367,827.16
2029	1,800,000.00	646,192.50	2,446,192.50	5,336,880.00	3,111,935.66	8,448,815.66
2030	1,860,000.00	580,806.75	2,440,806.75	5,040,960.00	2,892,462.80	7,933,422.80
2031	1,665,000.00	516,400.00	2,181,400.00	5,000,000.00	2,669,415.00	7,669,415.00
2032	1,725,000.00	451,274.25	2,176,274.25	5,230,000.00	2,445,660.00	7,675,660.00
2033	1,645,000.00	393,661.00	2,038,661.00	5,455,000.00	2,220,990.00	7,675,990.00
2034	1,540,000.00	346,314.00	1,886,314.00	5,675,000.00	1,995,226.25	7,670,226.25
2035	1,595,000.00	299,512.00	1,894,512.00	5,910,000.00	1,760,588.75	7,670,588.75
2036	1,640,000.00	252,930.00	1,892,930.00	5,695,000.00	1,524,540.00	7,219,540.00
2037	1,680,000.00	206,909.00	1,886,909.00	5,805,000.00	1,292,305.00	7,097,305.00
2038	1,535,000.00	162,119.50	1,697,119.50	5,775,000.00	1,059,140.00	6,834,140.00
2039	1,575,000.00	118,504.00	1,693,504.00	5,510,000.00	827,743.75	6,337,743.75
2040	1,625,000.00	73,434.50	1,698,434.50	5,345,000.00	613,637.50	5,958,637.50
2041	1,215,000.00	33,636.00	1,248,636.00	5,270,000.00	414,387.50	5,684,387.50
2042	345,000.00	8,383.50	353,383.50	4,500,000.00	221,312.50	4,721,312.50
2043	-	-	-	3,005,000.00	63,856.25	3,068,856.25
Total	\$33,522,600.00	\$8,340,052.50	\$41,862,652.50	\$106,062,440.00	\$42,613,513.12	\$148,675,953.12

Fiscal Year	Combined		
	Principal	Interest	Total P & I
2024	7,304,480.00	5,779,817.62	13,084,297.62
2025	8,475,960.00	4,918,298.64	13,394,258.64
2026	8,307,440.00	4,632,102.50	12,939,542.50
2027	7,758,920.00	4,352,792.24	12,111,712.24
2028	7,740,400.00	4,067,276.66	11,807,676.66
2029	7,136,880.00	3,758,128.16	10,895,008.16
2030	6,900,960.00	3,473,269.55	10,374,229.55
2031	6,665,000.00	3,185,815.00	9,850,815.00
2032	6,955,000.00	2,896,934.25	9,851,934.25
2033	7,100,000.00	2,614,651.00	9,714,651.00
2034	7,215,000.00	2,341,540.25	9,556,540.25
2035	7,505,000.00	2,060,100.75	9,565,100.75
2036	7,335,000.00	1,777,470.00	9,112,470.00
2037	7,485,000.00	1,499,214.00	8,984,214.00
2038	7,310,000.00	1,221,259.50	8,531,259.50
2039	7,085,000.00	946,247.75	8,031,247.75
2040	6,970,000.00	687,072.00	7,657,072.00
2041	6,485,000.00	448,023.50	6,933,023.50
2042	4,845,000.00	229,696.00	5,074,696.00
2043	3,005,000.00	63,856.25	3,068,856.25
Total	\$139,585,040.00	\$50,953,565.62	\$190,538,605.62

City of Denison
2023/2024 Budget
Obligated Debt Service Schedule

Fiscal Year	General Obligation Bonds			W/S Obligation Bonds		
	Principal	Interest	Total P & I	Principal	Interest	Total P & I
2024	7,055,000.00	5,736,577.36	12,791,577.36	249,480.00	43,240.26	292,720.26
2025	8,220,000.00	4,880,277.50	13,100,277.50	255,960.00	38,021.14	293,981.14
2026	8,045,000.00	4,599,692.00	12,644,692.00	262,440.00	32,410.50	294,850.50
2027	7,490,000.00	4,326,368.00	11,816,368.00	268,920.00	26,424.24	295,344.24
2028	7,465,000.00	4,047,207.00	11,512,207.00	275,400.00	20,069.66	295,469.66
2029	6,855,000.00	3,744,770.00	10,599,770.00	281,880.00	13,358.16	295,238.16
2030	6,645,000.00	3,466,921.75	10,111,921.75	255,960.00	6,347.80	262,307.80
2031	6,665,000.00	3,185,815.00	9,850,815.00	-	-	-
2032	6,955,000.00	2,896,934.25	9,851,934.25	-	-	-
2033	7,100,000.00	2,614,651.00	9,714,651.00	-	-	-
2034	7,215,000.00	2,341,540.25	9,556,540.25	-	-	-
2035	7,505,000.00	2,060,100.75	9,565,100.75	-	-	-
2036	7,335,000.00	1,777,470.00	9,112,470.00	-	-	-
2037	7,485,000.00	1,499,214.00	8,984,214.00	-	-	-
2038	7,310,000.00	1,221,259.50	8,531,259.50	-	-	-
2039	7,085,000.00	946,247.75	8,031,247.75	-	-	-
2040	6,970,000.00	687,072.00	7,657,072.00	-	-	-
2041	6,485,000.00	448,023.50	6,933,023.50	-	-	-
2042	4,845,000.00	229,696.00	5,074,696.00	-	-	-
2043	3,005,000.00	63,856.25	3,068,856.25	-	-	-
Total	\$137,735,000.00	\$50,773,693.86	\$188,508,693.86	\$1,850,040.00	\$179,871.76	\$2,029,911.76

Fiscal Year	Combined		
	Principal	Interest	Total P & I
2024	7,304,480.00	5,779,817.62	13,084,297.62
2025	8,475,960.00	4,918,298.64	13,394,258.64
2026	8,307,440.00	4,632,102.50	12,939,542.50
2027	7,758,920.00	4,352,792.24	12,111,712.24
2028	7,740,400.00	4,067,276.66	11,807,676.66
2029	7,136,880.00	3,758,128.16	10,895,008.16
2030	6,900,960.00	3,473,269.55	10,374,229.55
2031	6,665,000.00	3,185,815.00	9,850,815.00
2032	6,955,000.00	2,896,934.25	9,851,934.25
2033	7,100,000.00	2,614,651.00	9,714,651.00
2034	7,215,000.00	2,341,540.25	9,556,540.25
2035	7,505,000.00	2,060,100.75	9,565,100.75
2036	7,335,000.00	1,777,470.00	9,112,470.00
2037	7,485,000.00	1,499,214.00	8,984,214.00
2038	7,310,000.00	1,221,259.50	8,531,259.50
2039	7,085,000.00	946,247.75	8,031,247.75
2040	6,970,000.00	687,072.00	7,657,072.00
2041	6,485,000.00	448,023.50	6,933,023.50
2042	4,845,000.00	229,696.00	5,074,696.00
2043	3,005,000.00	63,856.25	3,068,856.25
Total	\$139,585,040.00	\$50,953,565.62	\$190,538,605.62

RESTRICTED FUNDS

DRAFT

**City of Denison
2023/2024 Budget
General Capital Fund - Fund 003**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 196,760	\$ 112,420	\$ 81,909
Revenues			
Transfer from General Fund (5% of Sales Tax)	\$ -	\$ 411,500	\$ 440,000
Interest	\$ 527	\$ 4,100	\$ 2,000
Total Revenues	\$ 527	\$ 415,600	\$ 442,000
Expenditures			
Alley Activation/Banners/Park Décor (div 3)	\$ 5,418	\$ -	\$ -
Mulberry Bridge (div 8)	\$ 5,965	\$ 9,035	\$ -
Library Repairs div 16)	\$ 4,250	\$ 7,611	\$ -
Eisenhower Trail Design (div 3)	\$ -	\$ 8,212	\$ -
Ballistic Vest Replacements (div 20)	\$ -	\$ 2,675	\$ -
New Sign Shop (div 55)	\$ -	\$ 9,182	\$ -
Tilt Trailer for Roller (div 57)	\$ 600	\$ -	\$ -
FileMaker Software (div 3)	\$ 1,000	\$ -	\$ -
Badge ID Printer (div 20)	\$ 7,436	\$ -	\$ -
City Hall Plotter (div 9)	\$ 7,116	\$ -	\$ -
Tourism Information Center Design (div 17)	\$ -	\$ 20,000	\$ -
Taser Cartridges (div 20)	\$ 3,707	\$ -	\$ -
Stalker Lidar XLR (div 20)	\$ 4,221	\$ -	\$ -
Honor Guard Uniforms (div 20)	\$ -	\$ 3,600	\$ -
Car Camera Warranty (div 20)	\$ 10,125	\$ -	\$ -
DAWG Facility Roof (div 22)	\$ -	\$ 11,500	\$ -
Computer Monitors (div 23)	\$ 8,625	\$ -	\$ -
Project Software (div 30)	\$ -	\$ 6,000	\$ -
iPads-2 (div 38)	\$ 1,080	\$ -	\$ -
Computer Monitors (div 38)	\$ 510	\$ -	\$ -
City Hall Façade Repair (div 46)	\$ 17,750	\$ -	\$ -
Coolant Exchanger (div 60)	\$ -	\$ 2,200	\$ -
Downtown Christmas Décor & Activities (div 3)	\$ -	\$ 20,500	\$ -
Main St. Maintenance Tools (div 3)	\$ -	\$ 5,000	\$ -
Cemetery Mapping (div 8)	\$ -	\$ 75,000	\$ -
Cemetery Golf Cart (div 8)	\$ -	\$ 15,000	\$ -
Graveside Tent & Chair Set (div 8)	\$ -	\$ 7,500	\$ -
Cemetery Building Repairs (div 8)	\$ -	\$ 43,870	\$ -
Ballistic Vests & Tasers (div 20)	\$ -	\$ 15,186	\$ -
City Jail Improvements (div 20)	\$ -	\$ 23,277	\$ -
APCO IntelliComm Software (div 23)	\$ -	\$ 37,104	\$ -
Fire Station Furniture Replacement (div 24)	\$ -	\$ 11,000	\$ -
Weather Warning Sirens (div 24)	\$ -	\$ 7,000	\$ -
ISO Rating Application & Consulting (div 24)	\$ -	\$ 12,500	\$ -
Plow Spreader & Trailer (div 57)	\$ -	\$ 22,500	\$ -
Excavator Thumb Attachment (div 58)	\$ -	\$ 14,500	\$ -
Public Works Buildings Improvements	\$ -	\$ 26,000	\$ -
THF Park Outdoor Warning System (div 74)	\$ -	\$ 22,600	\$ -
Capital FY2024	\$ -	\$ -	\$ 502,836
Total Expenditures	\$ 77,803	\$ 438,552	\$ 502,836
Transfers/Audit Adjustments/Accruals	\$ (7,064)	\$ (7,559)	\$ -
Ending Cash Balance	\$ 112,420	\$ 81,909	\$ 21,073

**City of Denison
2023/2024 Budget
Vehicle Replacement Fund - Fund 011**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ -	\$ -
Revenues			
General Revenue	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -
Expenditures			
Lease Payments	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ -	\$ -	\$ -

**City of Denison
2023/2024 Budget
Employee Benefits Trust - Fund 012**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ -	\$ -
Revenues			
Transfer for Insurance Premiums	\$ 1,515,736	\$ 1,750,000	\$ 1,900,000
Total Revenues	\$ 1,515,736	\$ 1,750,000	\$ 1,900,000
Expenditures			
Insurance Premium Payments	\$ 1,515,736	\$ 1,750,000	\$ 1,900,000
Total Expenditures	\$ 1,515,736	\$ 1,750,000	\$ 1,900,000
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ -	\$ -	\$ -

**City of Denison
2023/2024 Budget
General Bond Fund - Fund 014**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$11,397,236	\$ 4,567,818	\$ 401,997
Revenues			
Sale of Bonds-2022C (D3-Phase 2 Design)	\$ -	\$ 1,100,000	\$ -
Sale of Bonds - D3 Phase 2 Construction	\$ -	\$ -	\$ 12,800,000
Sale of Bonds - Visitors Center	\$ -	\$ -	\$ 1,500,000
Refund for Excess Cost of Issuance	\$ -	\$ -	\$ -
THF Grant Annual Payment	\$ 793,519	\$ 793,519	\$ 793,519
GF Bond Transfer (Fund 010)	\$ 587,855	\$ -	\$ -
TIRZ #1 Reimbursement	\$ 32,087	\$ -	\$ -
Interest	\$ 38,160	\$ 152,000	\$ 20,000
Total Revenues	\$ 1,451,622	\$ 2,045,519	\$ 15,113,519
Expenditures			
Bond Payment Expense (Series 2016B)	\$ 822,274	\$ -	\$ -
Bond Payment Transfer (Fund 10 Series 2016B)	\$ -	\$ 793,519	\$ 793,519
West End Remodel Funds - Cascade System	\$ 24,732	\$ -	\$ 53,374
West End Remodel Funds - Furniture	\$ -	\$ -	\$ 11,000
THF Trail Work / Projects	\$ -	\$ -	\$ 101,898
D3 (Designing Downtown Denison)	\$ 7,614,231	\$ 3,314,301	\$ -
D3 (Phase 2 Design)	\$ -	\$ 1,100,000	\$ -
Transfer for Final Bond Payment Series 2016B	\$ -	\$ 822,702	\$ -
D3 (Phase 2 Construction)	\$ -	\$ -	\$ 12,800,000
Visitor Center Construction	\$ -	\$ -	\$ 1,500,000
Total Expenditures	\$ 8,461,238	\$ 6,030,522	\$ 15,259,791
Transfers/Audit Adjustments/Accruals	\$ 180,197	\$ (180,819)	\$ -
Ending Cash Balance	\$ 4,567,818	\$ 401,997	\$ 255,725

**City of Denison
2023/2024 Budget
Street Improvement Fund - Fund 015**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 6,857,175	\$ 7,064,172	\$ 217,389
Revenues			
Transfer from General Fund (FY2016)	\$ 175,000	\$ 175,000	\$ 175,000
Transfer from General Fund (FY2018)	\$ 290,000	\$ 290,000	\$ 290,000
Transfer from Utility Fund (FY2018)	\$ 205,000	\$ 205,000	\$ 205,000
Tax Rollback Transfer (FY2020)	\$ 275,000	\$ 275,000	\$ 275,000
Refund for Excess Cost of Issuance	\$ -	\$ -	\$ -
Interest	\$ 39,777	\$ 263,000	\$ 100,000
Total Revenues	\$ 984,777	\$ 1,208,000	\$ 1,045,000
Expenditures			
Street Design & Construction	\$ 77,057	\$ 1,169,168	\$ -
Crawford Street Road Design	\$ 1,350	\$ 235,650	\$ -
Loy Lake Road Design/Construction	\$ 64,676	\$ 5,205,324	\$ -
700 East Bullock	\$ 2,530	\$ 587,470	\$ -
Sidewalks - 2021 Program	\$ 10,669	\$ 4,331	\$ -
Sidewalks - 2023 Program	\$ -	\$ 67,000	\$ -
Sidewalks - 2023 Ike Hike Project Phase I	\$ -	\$ 200,000	\$ -
Sidewalks - 2024 Ike Hike Project Phase 2	\$ -	\$ -	\$ 400,000
Streets - Fall 2021 Program	\$ 521,779	\$ -	\$ -
Streets - 2023 Program	\$ -	\$ 450,000	\$ -
Streets - 2024 Program	\$ -	\$ -	\$ 500,000
Street Maint. Equip. Lease Payments (FY22)	\$ 62,030	\$ 62,030	\$ 62,030
Solar Flashing Lights Lease Payment (FY23)	\$ -	\$ -	\$ 20,000
Traffic Control Inventory Phase 3	\$ -	\$ -	\$ 100,000
Streets Survey & Master Plan	\$ -	\$ -	\$ 150,000
Miscellaneous	\$ 61,498	\$ 50,000	\$ 20,000
Total Expenditures	\$ 801,589	\$ 8,030,973	\$ 1,252,030
Transfers/Audit Adjustments/Accruals	\$ 23,809	\$ (23,809)	\$ -
Ending Cash Balance	\$ 7,064,172	\$ 217,389	\$ 10,359

**City of Denison
2023/2024 Budget
Street Impact Fee Fund - Fund 016**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ -	\$ -
Revenues			
Revenue	\$ -	\$ -	\$ 460,000
Interest	\$ -	\$ -	\$ 15,000
Total Revenues	\$ -	\$ -	\$ 475,000
Expenditures			
Project Expenses	\$ -	\$ -	\$ -
Transfer to I&S Fund	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ -	\$ -	\$ 475,000

**City of Denison
2023/2024 Budget
TASWA - Fund 017**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 480,867	\$ 819,942	\$ 987,189
Revenues			
Transfer from General Fund	\$ 497,016	\$ 557,952	\$ 500,000
Interest	\$ 3,027	\$ 22,000	\$ 15,000
Total Revenues	\$ 500,043	\$ 579,952	\$ 515,000
Expenditures			
General Expenses	\$ 91,567	\$ 45,115	\$ -
Transfer to General Fund (FY2022 Lease)	\$ 90,813	\$ 90,813	\$ 90,813
Transfer to General Fund (FY2023 Lease)	\$ -	\$ 170,366	\$ 170,366
Transfer to General Fund (FY2024 Lease)	\$ -	\$ -	\$ -
Residential Carts	\$ -	\$ 85,000	\$ -
Total Expenditures	\$ 182,379	\$ 391,294	\$ 261,179
Transfers/Audit Adjustments/Accruals	\$ 21,411	\$ (21,411)	\$ -
Ending Cash Balance	\$ 819,942	\$ 987,189	\$ 1,241,010

**City of Denison
2023/2024 Budget
Utility Customer Deposits - Fund 021**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 486,689	\$ 631,225	\$ 708,225
Revenues			
Deposits Received	\$ 313,050	\$ 270,000	\$ 280,000
Interest	\$ 1,722	\$ 17,000	\$ 15,000
Total Revenues	\$ 314,772	\$ 287,000	\$ 295,000
Expenditures			
Deposits Refunded	\$ 170,235	\$ 210,000	\$ 230,000
Total Expenditures	\$ 170,235	\$ 210,000	\$ 230,000
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 631,225	\$ 708,225	\$ 773,225

**City of Denison
2023/2024 Budget
Utility Bond Fund - Fund 022**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 15,901,142	\$ 28,247,221	\$ 49,212,348
Revenues			
Sale of Bonds (Series 2022)	\$ 24,300,000	\$ -	\$ -
Sale of Bonds (Series 2023)	\$ -	\$ 42,300,000	\$ -
Sale of Bonds	\$ -	\$ -	\$ 55,000,000
Excess Cost of Issuance	\$ 5,401	\$ -	\$ -
Other Reimbursement	\$ 9,219	\$ 5,585	\$ -
Interest	\$ 193,981	\$ 1,290,000	\$ 300,000
Total Revenues	\$ 24,508,600	\$ 43,595,585	\$ 55,300,000
Expenditures			
Transfer for Project Inspector (division 93)	\$ 33,000	\$ 32,141	\$ -
Transfer for Project Management Staff (div 93)	\$ -	\$ 67,625	\$ 257,866
Other Transfers	\$ -	\$ 310	\$ -
UF(36) Theresa Water Line (Loy Lake to FM691)	\$ 370,854	\$ 1,735	\$ 1,649,356
UF(42) Iron Ore Creek Trunk Sewer	\$ 202,846	\$ -	\$ 512,296
UF(44) Quarter Mile Road Project	\$ 1,503,695	\$ -	\$ -
UF(53) Loy Lake Road Reconstruction	\$ 597,751	\$ 3,740,000	\$ -
UF(54) Parkdale Elevated Tank	\$ 3,760	\$ -	\$ 121,762
UF(55-B) W/S System Improvements FY22	\$ 66,781	\$ -	\$ -
UF(55-C) W/S System Improvements FY23	\$ -	\$ 1,013,048	\$ -
UF(55-D) W/S System Improvements FY24	\$ -	\$ -	\$ 450,000
UF(58) Grayson Water Tower (FM691)	\$ 45,122	\$ 100,000	\$ 1,854,878
UF(59) Secondary Clarifier (Wastewater)	\$ 1,154,000	\$ 790,000	\$ -
UF(61) Street Utilities - Main Street D3 Phase 1	\$ 2,609,521	\$ 275,000	\$ -
UF(62) Randell Dam Repairs	\$ 15,000	\$ 15,000	\$ 777,700
UF(63) Risk & Resilience Assessment	\$ 10,361	\$ 150,000	\$ -
UF(64) 691/1417-Preston Rd Waterline	\$ 1,610,626	\$ 6,600	\$ -
UF(67) Water Plant Master Plan (SCADA/Coag Study)	\$ 560,110	\$ 165,300	\$ 684,700
UF(68) Duck Creek Interceptor (sewer lines)	\$ 1,038,931	\$ 5,674,000	\$ -
UF(69) High Service VFD	\$ 163,020	\$ -	\$ -
UF(70) Parkdale Generator	\$ 79,887	\$ -	\$ 420,113
UF(71) 60" Storm Drain Break	\$ 484,204	\$ -	\$ -
UF(73) 691 EST Service Line (S5)	\$ -	\$ -	\$ 129,000
UF(74) Clarifier Renovations (Water Plant)	\$ -	\$ -	\$ 79,100
UF(75) Return Pump Station	\$ 131,617	\$ -	\$ 18,383
UF(77) Randell WWTP Expansion to 23 MGD	\$ 419,498	\$ 591,000	\$ -
UF(79) Paw Paw Secondary Clarifier	\$ 251,031	\$ 648,312	\$ 86,640
UF(81) Randell Sludge Removal	\$ 18,090	\$ 63,089	\$ -
UF(82) Randell/Rylant Plant Generator	\$ 13,050	\$ 114,678	\$ -
UF(84) Rusk Waterline	\$ 171,670	\$ 430,181	\$ -
UF(85) Draining Master Plan	\$ -	\$ 244,930	\$ 5,070
UF(93) Dean Rylant Clarifier 1 Rehab	\$ -	\$ 550,212	\$ -
UF(98) 75/84 Waterline	\$ -	\$ 154,026	\$ -
UF(105) NWDD North Waterline Loop	\$ -	\$ 544,672	\$ -
UF(107) NWDD South Waterline Loop	\$ -	\$ 29,600	\$ -
UF Street Utilities - Main Street D3 Phase 2	\$ -	\$ -	\$ 3,800,000
UF Parkdale Elevated Tank Rehab	\$ -	\$ -	\$ 500,000
UF-Automatic Bar Screen (paw paw)	\$ -	\$ -	\$ 200,000
UF FM 131/Preston Rd Waterline	\$ -	\$ -	\$ 1,092,500
UF Hwy 691-12" Line	\$ -	\$ -	\$ 575,000
UF Street Utilities - Waterloo/Land	\$ -	\$ -	\$ 862,500
UF Street Utilities - Loy Lake Road	\$ -	\$ -	\$ 1,062,018
UF NTRA Wetlands	\$ -	\$ -	\$ 920,000
UF Water Plant Filtration	\$ -	\$ -	\$ 5,175,000
UF Water Gravity Sewer Line	\$ -	\$ -	\$ 4,772,500
UF Paw Paw Belt Press	\$ -	\$ -	\$ 350,000
UF AMI Meters	\$ -	\$ -	\$ 1,000,000
UF-Preston Harbor Development/Route Study	\$ -	\$ -	\$ -
UF(33) Texoma Pump Station	\$ 773,209	\$ 686,151	\$ 20,300,000
UF(76) Waterloo Sewer Line Improvements	\$ 168,550	\$ 5,900,000	\$ 3,500,000
UF(80) NTRA WWTP Condition Assessment	\$ 7,233	\$ 109,252	\$ 1,500,000
UF(89) SCADA Improvements	\$ -	\$ -	\$ 1,100,000
UF(94/102) Duck Creek Interceptor Phase II	\$ -	\$ 42,328	\$ 400,000
UF(97) Iron Ore Peak Flow Basin	\$ -	\$ -	\$ 400,000
UF(112) Rylant Filter Upgrading	\$ -	\$ -	\$ 2,000,000
UF(113) Rylant MF/UF Treatment	\$ -	\$ -	\$ 10,000,000
Northwest Development	\$ -	\$ -	\$ 15,800,000
Total Expenditures	\$ 12,503,416	\$ 22,139,190	\$ 82,356,381
Transfers/Audit Adjustments/Accruals	\$ 340,895	\$ (491,268)	\$ -
Ending Cash Balance	\$ 28,247,221	\$ 49,212,348	\$ 22,155,966

**City of Denison
2023/2024 Budget
Utility Impact Fee Fund - Fund 026**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ -	\$ -
Revenues			
Water Impact Fees	\$ -	\$ -	\$ 600,000
Sewer Impact Fees			\$ 730,000
Interest	\$ -	\$ -	\$ 50,000
Total Revenues	\$ -	\$ -	\$ 1,380,000
Expenditures			
Project Expenses	\$ -	\$ -	\$ -
Transfer to I&S Fund	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ -	\$ -	\$ 1,380,000

**City of Denison
2023/2024 Budget
Utility Capital Fund - Fund 027**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 237,694	\$ 103,553	\$ 120,815
Revenues			
Transfer from Utility Fund (5% Water Sales)	\$ -	\$ 575,000	\$ 640,000
Interest	\$ 919	\$ 7,500	\$ 5,000
Total Revenues	\$ 919	\$ 582,500	\$ 645,000
Expenditures			
Sludge Removal (div 80)	\$ 28,508	\$ -	\$ -
Tyler Notify	\$ 910	\$ 4,091	\$ -
Roadway Repairs - Duck Creek Lift Station	\$ -	\$ 16,162	\$ -
Roadway Repairs - Iron Ore Lift Station	\$ -	\$ 18,760	\$ -
Parkdale Pump Station Pump	\$ 11,988	\$ -	\$ -
Purchase New LIMS System	\$ 953	\$ 7,254	\$ -
Digester Sludge Pump	\$ -	\$ 20,000	\$ -
Grit Basin Drive Assembly	\$ 45,756	\$ -	\$ -
Meter Services Laptop	\$ 4,553	\$ -	\$ -
Tyler AR Module Online Payment	\$ 1,633	\$ -	\$ -
VFD for Transfer Well Pump	\$ -	\$ 18,000	\$ -
Bowl Assembly for High service Pump	\$ -	\$ 40,000	\$ -
Cubicles for Lab Staff	\$ -	\$ 4,500	\$ -
Sludge Press	\$ -	\$ 300,000	\$ -
Progressing Cavity Pump	\$ -	\$ 31,000	\$ -
H2S testing meter (Environmental Services)	\$ -	\$ 9,000	\$ -
Generator (Iron Ore)	\$ -	\$ 96,000	\$ -
Capital	\$ -	\$ -	\$ 736,801
Total Expenditures	\$ 94,299	\$ 564,766	\$ 736,801
Transfers/Audit Adjustments/Accruals	\$ (40,760)	\$ (472)	\$ -
Ending Cash Balance	\$ 103,553	\$ 120,815	\$ 29,014

**City of Denison
2023/2024 Budget
TIRZ 1 (Gateway Village) - Fund 031**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 182	\$ 297	\$ 0
Revenues			
County TIF Deposits	\$ 155,172	\$ 179,731	\$ 243,583
City TIF Deposits	\$ 297,710	\$ 384,824	\$ 545,929
Interest	\$ 1,092	\$ 4,373	\$ 3,500
Total Revenues	\$ 453,974	\$ 568,929	\$ 793,012
Expenditures			
Payment to Developer	\$ 421,771	\$ 568,869	\$ -
Reimbursement to City	\$ 32,087	\$ 357	\$ -
Total Expenditures	\$ 453,858	\$ 569,226	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 297	\$ 0	\$ 793,012

**City of Denison
2023/2024 Budget
TIRZ 2 (Preston Harbour) - Fund 032**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 2,711	\$ 3,912	\$ 7,393
Revenues			
County TIF Deposits	\$ 778	\$ 1,015	\$ 3,637
City TIF Deposits	\$ 410	\$ 2,306	\$ 8,265
Interest	\$ 14	\$ 160	\$ 150
Total Revenues	\$ 1,202	\$ 3,481	\$ 12,052
Expenditures			
General Expenses	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 3,912	\$ 7,393	\$ 19,445

**City of Denison
2023/2024 Budget
TIRZ 3 (Downtown Denison) - Fund 033**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 730,294	\$ 578,953	\$ 784,069
Revenues			
County TIF Deposits	\$ 130,005	\$ 244,225	\$ 287,163
City TIF Deposits	\$ 342,000	\$ 597,607	\$ 807,582
Interest	\$ 2,857	\$ 32,000	\$ 40,000
Total Revenues	\$ 474,862	\$ 873,832	\$ 1,134,745
Expenditures			
Bond Payment (2018A-D3 Design)	\$ 114,838	\$ -	\$ -
Bond Payment (2021A-D3 Construction)	\$ 498,365	\$ -	\$ -
Transfer to I&S for Series 2018A Payment	\$ -	\$ 117,051	\$ 114,161
Transfer to I&S for Series 2021A Payment	\$ -	\$ 407,400	\$ 458,700
Transfer to I&S for Series 2022C Payment	\$ -	\$ 132,265	\$ 134,599
Parking Lot (400 W Chestnut)	\$ 13,000	\$ 12,000	\$ 12,000
Total Expenditures	\$ 626,203	\$ 668,716	\$ 719,460
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 578,953	\$ 784,069	\$ 1,199,355

**City of Denison
2023/2024 Budget
TIRZ 4 (Loy Lake) - Fund 034**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ 48,350	\$ 203,663
Revenues			
County TIF Deposits	\$ 17,070	\$ 43,140	\$ 90,621
City TIF Deposits	\$ 31,148	\$ 107,973	\$ 372,949
Interest	\$ 132	\$ 4,200	\$ 5,000
Total Revenues	\$ 48,350	\$ 155,313	\$ 468,570
Expenditures			
General Expenses	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 48,350	\$ 203,663	\$ 672,233

**City of Denison
2023/2024 Budget
TIRZ 5 (Waterloo Lake) - Fund 035**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ 86,643	\$ 392,797
Revenues			
County TIF Deposits	\$ 28,168	\$ 84,586	\$ 137,549
City TIF Deposits	\$ 58,600	\$ 213,368	\$ 522,249
Interest	\$ 238	\$ 8,200	\$ 500
Total Revenues	\$ 87,006	\$ 306,154	\$ 660,298
Expenditures			
General Expenses	\$ 363	\$ -	\$ -
Total Expenditures	\$ 363	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 86,643	\$ 392,797	\$ 1,053,095

**City of Denison
2023/2024 Budget
Project Participation Fund - Fund 036**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ 2,684,313	\$ 919,561
Revenues			
Sale of Bonds (Series 2022B)	\$ 4,500,000	\$ -	\$ -
Excess Cost of Issuance	\$ 1,318	\$ -	\$ -
Interest	\$ 4,915	\$ 33,000	\$ 5,000
Total Revenues	\$ 4,506,233	\$ 33,000	\$ 5,000
Expenditures			
DDA Demolition	\$ 2,019,671	\$ 1,600,000	\$ 924,561
Total Expenditures	\$ 2,019,671	\$ 1,600,000	\$ 924,561
Transfers/Audit Adjustments/Accruals	\$ 197,752	\$ (197,752)	\$ -
Ending Cash Balance	\$ 2,684,313	\$ 919,561	\$ 0

**City of Denison
2023/2024 Budget
City of Denison Library Fund - Fund 037**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 218,019	\$ 238,935	\$ 175,038
Revenues			
Read-To-Win	\$ 89,000	\$ -	\$ -
Library Memorial Fund	\$ 283	\$ 100	\$ 100
Miscellaneous Donations	\$ -	\$ 2,650	\$ 1,500
Book Sales	\$ 1,871	\$ 1,275	\$ 1,000
Interest	\$ 1,001	\$ 4,000	\$ 1,500
Total Revenues	\$ 92,155	\$ 8,025	\$ 4,100
Expenditures			
Read-To-Win Materials	\$ 30,474	\$ 20,000	\$ 20,000
Read-To-Win Wages (Transfer to GF)	\$ 38,254	\$ 51,258	\$ 40,000
Memorial Fund	\$ -	\$ 100	\$ 100
Miscellaneous	\$ 2,500	\$ 100	\$ 1,500
Book Sales Expense	\$ -	\$ 100	\$ 1,000
Total Expenditures	\$ 71,228	\$ 71,558	\$ 62,600
Transfers/Audit Adjustments/Accruals	\$ (12)	\$ (364)	\$ -
Ending Cash Balance	\$ 238,935	\$ 175,038	\$ 116,538

**City of Denison
2023/2024 Budget
Fire Equipment Fund - Fund 040**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 5,510	\$ 1,751	\$ -
Revenues			
Donations	\$ 8,980	\$ 920	\$ 1,500
Interest	\$ 24	\$ -	\$ -
Total Revenues	\$ 9,005	\$ 920	\$ 1,500
Expenditures			
General Expenses	\$ 12,764	\$ 2,671	\$ 1,500
Total Expenditures	\$ 12,764	\$ 2,671	\$ 1,500
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 1,751	\$ -	\$ -

**City of Denison
2023/2024 Budget
Fire Training - Fund 041**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 6,966	\$ 6,992	\$ 5,068
Revenues			
LEOSE Revenue	\$ -	\$ 3,800	\$ 1,500
Interest	\$ 26	\$ 90	\$ 25
Total Revenues	\$ 26	\$ 3,890	\$ 1,525
Expenditures			
Training	\$ -	\$ 5,814	\$ 5,000
Total Expenditures	\$ -	\$ 5,814	\$ 5,000
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 6,992	\$ 5,068	\$ 1,593

DRAFT

**City of Denison
2023/2024 Budget
Homeland Security Grant Fund - Fund 044**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 2,021	\$ 2,028	\$ -
Revenues			
Grant Revenue	\$ -	\$ -	\$ -
Interest	\$ 8	\$ 45	\$ -
Total Revenues	\$ 8	\$ 45	\$ -
Expenditures			
AFG Grant Expenses	\$ -	\$ 2,073	\$ -
Total Expenditures	\$ -	\$ 2,073	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 2,028	\$ -	\$ -

**City of Denison
2023/2024 Budget
Federal Relief Fund - Fund 045**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 3,669,895	\$ 4,238,751	\$ 50,702
Revenues			
Revenue	\$ 3,663,306	\$ -	\$ -
Interest	\$ 13,058	\$ 75,000	\$ -
Total Revenues	\$ 3,676,364	\$ 75,000	\$ -
Expenditures			
Congregate Prevention	\$ -	\$ 36,000	\$ -
PPE	\$ 23,319	\$ 29,161	\$ -
Capital	\$ 42,940	\$ 266,060	\$ -
Public Health Services	\$ 158,174	\$ 747,588	\$ -
Social Determinants	\$ 1,133,164	\$ 735,820	\$ -
W/S Infrastructure Capital	\$ 428,561	\$ 737,433	\$ -
Broadband	\$ 265,971	\$ 7,833	\$ -
Administrative	\$ 259,007	\$ 314,571	\$ -
Revenue Recovery	\$ 900,000	\$ -	\$ -
Capital Improvements-Infrastructure	\$ -	\$ 1,284,956	\$ 50,702
Total Expenditures	\$ 3,211,137	\$ 4,159,420	\$ 50,702
Transfers/Audit Adjustments/Accruals	\$ 103,629	\$ (103,629)	\$ -
Ending Cash Balance	\$ 4,238,751	\$ 50,702	\$ -

**City of Denison
2023/2024 Budget
Opioid Remediation Fund - Fund 046**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ -	\$ 67,257
Revenues			
Settlement Funds Received	\$ -	\$ 66,057	\$ -
Interest	\$ -	\$ 1,200	\$ 400
Total Revenues	\$ -	\$ 67,257	\$ 400
Expenditures			
Emergency Overdose Medication	\$ -	\$ -	\$ 10,000
Harm Reduction/Trauma Kits	\$ -	\$ -	\$ 10,000
Public Education Programs	\$ -	\$ -	\$ 7,500
Miscellaneous Abatement & Treatment	\$ -	\$ -	\$ 15,000
Total Expenditures	\$ -	\$ -	\$ 42,500
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ -	\$ 67,257	\$ 25,157

**City of Denison
2023/2024 Budget
Police Equipment Fund - Fund 050**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 3,094	\$ 1,004	\$ 3,279
Revenues			
Grant Money Received	\$ 4,163	\$ 2,200	\$ 1,500
Interest	\$ 8	\$ 75	\$ 25
Total Revenues	\$ 4,171	\$ 2,275	\$ 1,525
Expenditures			
General Expenses	\$ 4,660	\$ -	\$ 1,500
Total Expenditures	\$ 4,660	\$ -	\$ 1,500
Transfers/Audit Adjustments/Accruals	\$ (1,601)	\$ -	\$ -
Ending Cash Balance	\$ 1,004	\$ 3,279	\$ 3,304

**City of Denison
2023/2024 Budget
Vehicle Seizures Fund - Fund 055**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 1,263	\$ -	\$ -
Revenues			
Interest	\$ 4	\$ -	\$ -
Total Revenues	\$ 4	\$ -	\$ -
Expenditures			
General Expenses	\$ 1,267	\$ -	\$ -
Total Expenditures	\$ 1,267	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ -	\$ -	\$ -

**City of Denison
2023/2024 Budget
Hotel Occupancy Tax Fund - Fund 060**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ 25,000	\$ 473,000
Revenues			
Balance Transfer from General Fund	\$ 25,000	\$ -	\$ -
Hotel Occupancy Taxes	\$ -	\$ 1,000,000	\$ 850,000
Short Term Rental Taxes		\$ 60,000	\$ 50,000
Interest	\$ -	\$ 15,000	\$ 2,000
Total Revenues	\$ 25,000	\$ 1,075,000	\$ 902,000
Expenditures			
Transfer to GF for CVB Expenses	\$ -	\$ 420,000	\$ 465,000
Tax Abatements	\$ -	\$ 185,000	\$ 200,000
Strategic Plan & Destination Audit	\$ -	\$ 22,000	\$ -
Design for Visitor's Center at 321 W Main	\$ -	\$ -	\$ 89,350
Transfer to I&S for Bond Payment (Visitor Center)	\$ -	\$ -	\$ 200,000
Total Expenditures	\$ -	\$ 627,000	\$ 954,350
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 25,000	\$ 473,000	\$ 420,650

**City of Denison
2023/2024 Budget
Public Improvement District (PID) 1 - Fund 061**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 4,220	\$ 4,235	\$ 4,325
Revenues			
Revenue	\$ -	\$ -	\$ -
Interest	\$ 16	\$ 90	\$ 50
Total Revenues	\$ 16	\$ 90	\$ 50
Expenditures			
General Expenses	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 4,235	\$ 4,325	\$ 4,375

**City of Denison
2023/2024 Budget
THF Park Fund - Fund 067**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 35	\$ 65	\$ 67
Revenues			
Revenue	\$ 30	\$ -	\$ -
Interest	\$ 0	\$ 2	\$ 2
Total Revenues	\$ 30	\$ 2	\$ 2
Expenditures			
General Expenses	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 65	\$ 67	\$ 69

DRAFT

**City of Denison
2023/2024 Budget
Special Events Fund - Fund 069**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 19,576	\$ 30,546	\$ 29,121
Revenues			
Main Street Inc	\$ 4,200	\$ 2,000	\$ 2,000
Doc Holliday	\$ 19,438	\$ 11,300	\$ 5,000
July 4th	\$ 18,800	\$ 10,000	\$ 10,000
Ice Rink Revenue	\$ 122,210	\$ 100,000	\$ 100,000
Music On Main	\$ 62,970	\$ 60,000	\$ 60,000
Miscellaneous	\$ 16,801	\$ 10,000	\$ 5,000
General Revenue	\$ 14,950	\$ -	\$ -
Sesquicentennial Celebration	\$ 49,754	\$ 2,000	\$ 2,000
Interest	\$ 7	\$ -	\$ -
Total Revenues	\$ 309,130	\$ 195,300	\$ 184,000
Expenditures			
Main Street Inc	\$ 977	\$ 2,000	\$ 2,000
Doc Holliday	\$ 19,438	\$ 11,300	\$ 5,000
July 4th	\$ 18,800	\$ 10,000	\$ 10,000
Ice Rink	\$ 122,029	\$ 100,000	\$ 100,000
Music On Main	\$ 62,970	\$ 60,000	\$ 60,000
Miscellaneous	\$ 17,391	\$ 10,000	\$ 5,000
General Expenses	\$ 14,900	\$ 50	\$ -
Sesquicentennial Celebration	\$ 31,008	\$ 2,000	\$ 2,000
Total Expenditures	\$ 287,513	\$ 195,350	\$ 184,000
Transfers/Audit Adjustments/Accruals	\$ (10,647)	\$ (1,374)	\$ -
Ending Cash Balance	\$ 30,546	\$ 29,121	\$ 29,121

**City of Denison
2023/2024 Budget
Park Dedication Fee Fund - Fund 070**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 48,069	\$ 55,732	\$ 57,082
Revenues			
Revenues	\$ 7,500	\$ -	\$ -
Interest	\$ 162	\$ 1,350	\$ 500
Total Revenues	\$ 7,662	\$ 1,350	\$ 500
Expenditures			
General Expenses	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 55,732	\$ 57,082	\$ 57,582

**City of Denison
2023/2024 Budget
Parks & Recreation Fund - Fund 071**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 463,829	\$ 647,137	\$ 936,344
Revenues			
General Park Maint Fee	\$ 145,439	\$ 140,000	\$ 140,000
Aquatic Fund Fee	\$ 350,214	\$ 340,000	\$ 340,000
Waterloo Park Fee	\$ 102,673	\$ 95,000	\$ 95,000
Miscellaneous Revenue	\$ 16,000	\$ 34,750	\$ -
Donations	\$ 43	\$ 500	\$ 500
Billing Penalties	\$ 14,370	\$ 13,000	\$ 12,000
Interest	\$ 2,457	\$ 22,000	\$ 14,000
Total Revenues	\$ 631,195	\$ 645,250	\$ 601,500
Expenditures			
General Expense (071-000-09010)			
Katy Trail Sculptures	\$ 12,500	\$ 5,500	\$ -
Backyard Games	\$ -	\$ 16,904	\$ -
Miscellaneous Expense	\$ -	\$ 274	\$ -
Total	\$ 12,500	\$ 22,678	\$ -
General Park Maintenance Fee (071-000-09700)			
Katy Trail Repayment to General Fund	\$ 74,979	\$ -	\$ -
Parks & Trails Master Plan	\$ 68,132	\$ -	\$ -
Soft Surface Trails & Signage (Munson Park)	\$ -	\$ 500	\$ 29,500
Multi Surface Court (Munson Park)	\$ -	\$ -	\$ 160,000
Playground & Recreation Equipment	\$ -	\$ -	\$ 24,000
General Park Maintenance	\$ -	\$ 625	\$ 20,000
Pickleball Courts	\$ -	\$ -	\$ 140,000
Minipark Updates	\$ -	\$ -	\$ 50,000
THF Park Parking Improvements	\$ -	\$ -	\$ 55,000
Total	\$ 143,111	\$ 1,125	\$ 478,500
Aquatic Fund Fee (071-000-09750)			
Aquatic Fund Transfer	\$ 200,095	\$ 260,000	\$ 260,000
Deck Repair	\$ 23,631	\$ -	\$ -
Deck Heater	\$ -	\$ -	\$ 8,500
Aquatic Feasibility Study	\$ 7,225	\$ 9,500	\$ -
Spare Pump and Impeller	\$ -	\$ 8,000	\$ -
Deck Furniture	\$ -	\$ 5,000	\$ 5,000
Automatic Pool Vacuum	\$ -	\$ 4,200	\$ -
Lane Lines & Storage	\$ -	\$ -	\$ 6,000
Structure Evaluation	\$ -	\$ -	\$ 9,000
Total	\$ 230,951	\$ 286,700	\$ 288,500
Waterloo Park Fee (071-000-09780)			
Parks & Trails Master Plan (Waterloo Portion)	\$ 12,800	\$ -	\$ -
Trout/Catfish (Waterloo)	\$ 9,194	\$ 7,000	\$ 15,000
Wayfinding Signs & Policy Signs	\$ -	\$ -	\$ 27,500
Waterloo Lake Bridge Repairs	\$ -	\$ -	\$ 40,000
Pond Fountains	\$ -	\$ 2,200	\$ 12,800
Backyard Pavilion	\$ -	\$ -	\$ 95,000
Pump Tracks/Skills Track	\$ -	\$ -	\$ 35,000
Miscellaneous Expenses	\$ 25,813	\$ 20,000	\$ 25,000
Playground Equipment Maintenance	\$ -	\$ -	\$ 24,000
Total	\$ 47,807	\$ 29,200	\$ 274,300
Receivables write-off	\$ 11,332	\$ 15,000	\$ 15,000
Total Expenditures	\$ 445,701	\$ 354,703	\$ 1,056,300
Transfers/Audit Adjustments/Accruals	\$ (2,187)	\$ (1,340)	\$ -
Ending Cash Balance	\$ 647,137	\$ 936,344	\$ 481,544

**City of Denison
2023/2024 Budget
Law Enforcement Forfeiture Fund - Fund 073**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 27,822	\$ 39,602	\$ 29,061
Revenues			
Seizure Funds Awarded	\$ 46,244	\$ 16,432	\$ 15,000
CBP Award	\$ 1,267	\$ -	\$ -
Interest	\$ 152	\$ 850	\$ 500
Total Revenues	\$ 47,663	\$ 17,282	\$ 15,500
Expenditures			
Grayson County Attorney's Office	\$ 19,168	\$ 4,108	\$ 3,750
Law Enforcement Expenses	\$ 18,015	\$ 22,415	\$ 25,000
Total Expenditures	\$ 37,183	\$ 26,523	\$ 28,750
Transfers/Audit Adjustments/Accruals	\$ 1,300	\$ (1,300)	\$ -
Ending Cash Balance	\$ 39,602	\$ 29,061	\$ 15,811

**City of Denison
2023/2024 Budget
Canine Fund - Fund 077**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 3,112	\$ 2,669	\$ 2,897
Revenues			
Revenue	\$ -	\$ 1,981	\$ -
Interest	\$ 10	\$ 80	\$ 50
Total Revenues	\$ 10	\$ 2,061	\$ 50
Expenditures			
General Expenses	\$ 454	\$ 1,833	\$ 1,000
Total Expenditures	\$ 454	\$ 1,833	\$ 1,000
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 2,669	\$ 2,897	\$ 1,947

**City of Denison
2023/2024 Budget
Sister City Fund - Fund 078**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 16,333	\$ 15,723	\$ 2,473
Revenues			
Munson Foundation	\$ 11,600	\$ 8,250	\$ -
Grant	\$ 8,600	\$ -	\$ -
Total Revenues	\$ 20,200	\$ 8,250	\$ -
Expenditures			
General Expenses	\$ 20,810	\$ 21,500	\$ -
Total Expenditures	\$ 20,810	\$ 21,500	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 15,723	\$ 2,473	\$ 2,473

**City of Denison
2023/2024 Budget
Cemetery Care Fund - Fund 081**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 4,350	\$ 168,689	\$ 322,782
Revenues			
Donations/Grants	\$ 164,117	\$ 150,000	\$ -
Interest	\$ 222	\$ 8,500	\$ 3,500
Total Revenues	\$ 164,339	\$ 158,500	\$ 3,500
Expenditures			
General Expenses	\$ -	\$ 360	\$ 5,000
Mulberry Bridge		\$ 4,047	\$ -
Cemetery Fencing	\$ -	\$ -	\$ 314,117
Total Expenditures	\$ -	\$ 4,407	\$ 319,117
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 168,689	\$ 322,782	\$ 7,165

**City of Denison
2023/2024 Budget
Law Enforcement - Seizure Fund - Fund 083**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 103,901	\$ 72,505	\$ 75,414
Revenues			
Seized Funds	\$ 14,848	\$ 19,743	\$ 15,000
Total Revenues	\$ 14,848	\$ 19,743	\$ 15,000
Expenditures			
Funds Awarded to the City	\$ 46,244	\$ 16,432	\$ 25,000
Returned Seizures	\$ -	\$ 401	\$ 200
Total Expenditures	\$ 46,244	\$ 16,833	\$ 25,200
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 72,505	\$ 75,414	\$ 65,214

**City of Denison
2023/2024 Budget
Police Training - Fund 084**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ -	\$ 3,317
Revenues			
Revenue	\$ 2,695	\$ 4,707	\$ 2,000
Interest	\$ 6	\$ 110	\$ 25
Total Revenues	\$ 2,701	\$ 4,817	\$ 2,025
Expenditures			
General Expenses	\$ 2,701	\$ 1,500	\$ 2,000
Total Expenditures	\$ 2,701	\$ 1,500	\$ 2,000
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ -	\$ 3,317	\$ 3,342

**City of Denison
2023/2024 Budget
Cemetery Pre-Pay O&C Fund - Fund 086**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 145,071	\$ 140,835	\$ 140,043
Revenues			
Revenue	\$ 18,885	\$ 15,000	\$ 12,000
Interest	\$ 582	\$ 4,500	\$ 2,000
Total Revenues	\$ 19,468	\$ 19,500	\$ 14,000
Expenditures			
Transfer to General Fund	\$ 18,885	\$ 15,000	\$ 12,000
Total Expenditures	\$ 18,885	\$ 15,000	\$ 12,000
Transfers/Audit Adjustments/Accruals	\$ (4,818)	\$ (5,292)	\$ -
Ending Cash Balance	\$ 140,835	\$ 140,043	\$ 142,043

**City of Denison
2023/2024 Budget
Tree Mitigation Fund - Fund 088**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ -	\$ -	\$ -
Revenues	\$ -	\$ -	\$ -
Revenue	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -
Expenditures			
Expenses	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ -	\$ -	\$ -

**City of Denison
2023/2024 Budget
Truancy & Prevention Diversion Fund - Fund 089**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 14,951	\$ 25,036	\$ 35,811
Revenues			
Revenue	\$ 10,010	\$ 10,000	\$ 10,000
Interest	\$ 75	\$ 775	\$ 600
Total Revenues	\$ 10,085	\$ 10,775	\$ 10,600
Expenditures			
Expenses	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 25,036	\$ 35,811	\$ 46,411

**City of Denison
2023/2024 Budget
Municipal Court Building Security Fund - Fund 090**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 16,970	\$ 22,528	\$ 25,778
Revenues			
Court Fees	\$ 10,304	\$ 10,000	\$ 10,000
Interest	\$ 77	\$ 750	\$ 500
Total Revenues	\$ 10,381	\$ 10,750	\$ 10,500
Expenditures			
Transfer to GF for Security Costs	\$ -	\$ 4,500	\$ 5,020
New Tasers	\$ -	\$ -	\$ 5,000
Miscellaneous Expenses	\$ 4,823	\$ 3,000	\$ 10,000
Total Expenditures	\$ 4,823	\$ 7,500	\$ 20,020
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 22,528	\$ 25,778	\$ 16,258

**City of Denison
2023/2024 Budget
Municipal Court Technology Fund - Fund 091**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 28,609	\$ 30,243	\$ 13,443
Revenues			
Revenue	\$ 8,667	\$ 8,500	\$ 8,700
Interest	\$ 100	\$ 700	\$ 500
Total Revenues	\$ 8,767	\$ 9,200	\$ 9,200
Expenditures			
Incode Court Notify	\$ -	\$ 2,000	\$ -
Incode Training	\$ -	\$ 2,000	\$ -
Miscellaneous Expenses	\$ 7,133	\$ 10,000	\$ 10,000
Warranty Renewal - Ticket Writers	\$ -	\$ -	\$ 4,800
Incode 10 Upgrade	\$ -	\$ 12,000	\$ -
Total Expenditures	\$ 7,133	\$ 26,000	\$ 14,800
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 30,243	\$ 13,443	\$ 7,843

**City of Denison
2023/2024 Budget
Municipal Jury Fund - Fund 092**

	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 298	\$ 500	\$ 717
Revenues			
Revenue	\$ 200	\$ 200	\$ 200
Interest	\$ 2	\$ 17	\$ 15
Total Revenues	\$ 202	\$ 217	\$ 215
Expenditures			
Expenses	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 500	\$ 717	\$ 932

**City of Denison
2023/2024 Budget
Federally Forfeited Funds - Fund 093**

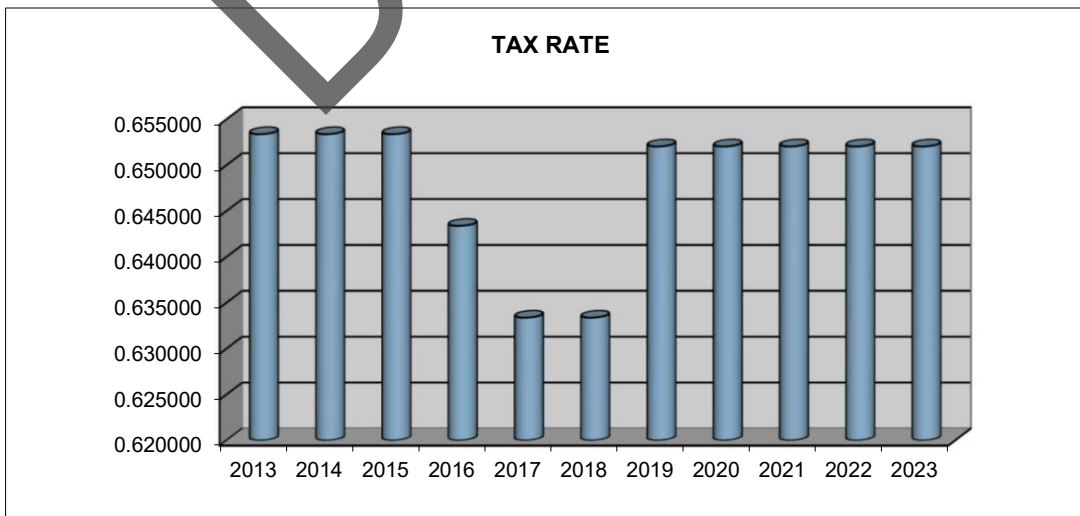
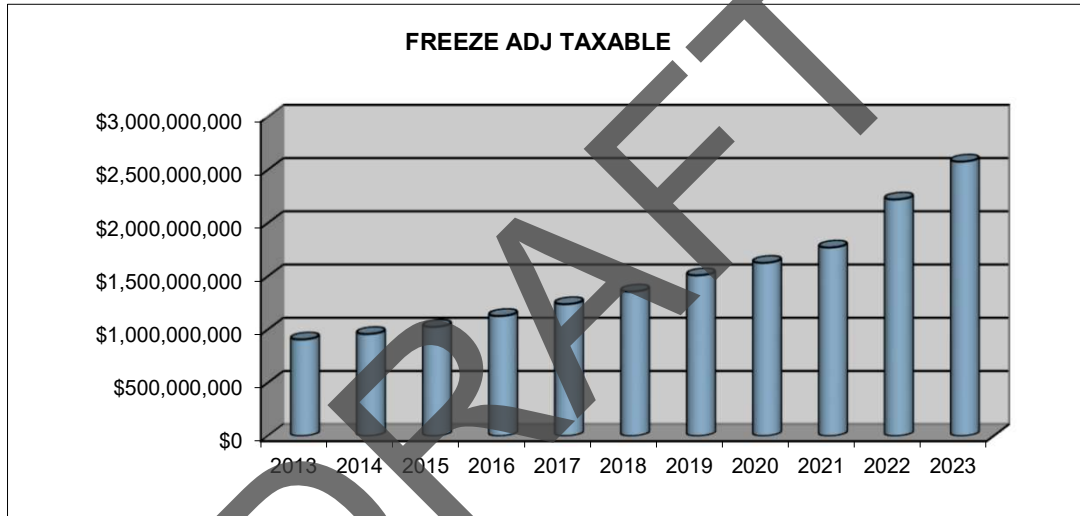
	Actual 2022	Estimated 2023	Proposed 2024
Beginning Cash Balance	\$ 58,848	\$ 54,703	\$ 55,663
Revenues			
Forfeiture Funds Awarded	\$ 31,674	\$ -	\$ -
Interest	\$ 164	\$ 1,000	\$ 600
Total Revenues	\$ 31,838	\$ 1,000	\$ 600
Expenditures			
Miscellaneous Expenses	\$ 5,020	\$ -	\$ -
SCU Vehicle	\$ 14,111	\$ 40	\$ -
Capital Requests	\$ 16,852	\$ -	\$ -
Total Expenditures	\$ 35,983	\$ 40	\$ -
Transfers/Audit Adjustments/Accruals	\$ -	\$ -	\$ -
Ending Cash Balance	\$ 54,703	\$ 55,663	\$ 56,263

City of Denison

2023/2024 Proposed Budget

Analysis of Property Valuations and Tax Rates

TAX YEAR	FREEZE ADJ TAXABLE	TAX RATE	TAXES ASSESSED
2013	\$907,759,678	0.653377	\$5,931,093
2014	\$959,242,870	0.653377	\$6,267,472
2015	\$1,025,857,299	0.653377	\$6,702,716
2016	\$1,128,274,899	0.643377	\$7,259,061
2017	\$1,239,379,446	0.633377	\$7,849,944
2018	\$1,357,822,666	0.633377	\$8,600,136
2019	\$1,510,467,960	0.652034	\$9,848,765
2020	\$1,627,858,207	0.652034	\$10,614,189
2021	\$1,771,666,236	0.652034	\$11,551,866
2022	\$2,223,402,897	0.652034	\$14,497,343
2023	\$2,578,839,778	0.652034	\$16,814,912



City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a Public Hearing and take action on an ordinance approving the assessment roll as certified by the Board of Review of the Grayson Appraisal District in the amount of \$2,578,839,778; levying the ad valorem taxes of the City of Denison, Texas on all property, both personal and real, in the City of Denison for the year 2023 in the amount of \$0.652034 for each one hundred dollars of assessed valuation, and providing for the apportionment of such ad valorem taxes.

Staff Contact

Laurie Alsabbagh, Finance Director
lalsabbagh@cityofdenison.com
903-465-2720 EXT 2492

Summary

- Received certified property valuations from Grayson Appraisal District in July 2023
- Presented Council with recommended tax rate at the August 21, 2023 Council Meeting & passed a resolution calling for the public hearing.
- Posted notice on website and in newspaper of proposed rate & hearing on August 25, 2023
- Public Hearing & adoption of tax rate scheduled for September 5, 2023

Staff Recommendation

Staff recommends holding the public hearing and adopting the ordinance on the tax rate.

Recommended Motion

“I move to approve the ordinance approving the assessment roll as certified by the Board of Review of the Grayson Appraisal District in the amount of \$2,578,839,778; levying the ad valorem taxes of the City of Denison, Texas on all property, both personal and real, in the City of Denison for the year 2023 in the amount of \$0.652034 for each one hundred dollars of assessed valuation, and providing for the apportionment of such ad valorem taxes.”

Background Information and Analysis

The proposed operating budget for FY2024 has General Fund revenues at \$46,129,978, which is supported in part by a proposed tax rate of \$0.652034. This rate is the same as the 2022 tax rate; is higher than the no new revenue rate (\$0.642342); is lower than the voter approval rate (\$0.859743). The Grayson Appraisal District assessed estimated property value for 2023 at \$2,578,839,778 for this year's adjusted tax base. The operating budget is set to be adopted during the Regular Council Meeting held on September 5, 2023, at 6PM in the Council Chambers in City Hall at 300 W Main, Denison, Texas. This adoption of the tax rate is necessary to support this budget.

Financial Considerations

This tax rate will raise more revenue from total property taxes than last year by an amount of \$1,748,437 (15.3%). The property tax revenue to be raised from new property added to the tax roll this

year is \$953,097. Staff is recommending the tax rate stay the same as the tax rate voted on for tax year 2022.

Prior Board or Council Action

Council approved the resolution calling for the public hearing on the proposed tax rate on August 21, 2023.

Alternatives

Council could take no action at this time, but the tax rate must be adopted no later than September 29, 2023.

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, APPROVING THE ASSESSMENT ROLL AS CERTIFIED BY THE BOARD OF REVIEW OF THE GRAYSON APPRAISAL DISTRICT IN THE AMOUNT OF TWO BILLION, FIVE HUNDRED SEVENTY-EIGHT MILLION, EIGHT HUNDRED THIRTY-NINE THOUSAND, SEVEN HUNDRED SEVENTY-EIGHT (\$2,578,839,778), LEVYING THE AD VALOREM TAXES OF THE CITY OF DENISON, TEXAS, ON ALL PROPERTY, BOTH PERSONAL AND REAL, IN THE CITY OF DENISON, FOR THE YEAR 2023; AND PROVIDING FOR THE APPORTIONMENT OF SUCH AD VALOREM TAXES; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Denison needs to levy and impose tax upon all taxable property for purposes of funding the 2023-2024 budget of the City of Denison; and

WHEREAS, the City Council of the City of Denison is in receipt of the Tax Assessor/Collector's Certification of Calculated Tax Rates for the purposes of identifying the no-new-revenue tax rate and the voter-approval tax rate, such no-new-revenue tax rate being \$0.642342 per \$100 of assessed valuation, voter approval tax rate being \$.859743 per \$100 of assessed valuation; and

WHEREAS, the City of Denison has called and held one public hearing for the purpose of considering the levy of a tax rate and has complied with all applicable requirements of the Texas Property Tax Code prior to the setting of the tax rate for said City for 2023; and

WHEREAS, a quorum of the City Council is present in a regular meeting open to the public; and

WHEREAS, the City Council of the City of Denison has determined that a tax rate of \$0.652034 per \$100 of value is necessary to meet the fiscal needs of the City. The proposed tax rate is greater than the no-new-revenue-tax rate but not greater than the voter approval tax rate. In effect, the City of Denison is proposing to increase property taxes for the 2023 tax year.

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

SECTION 1: The tax roll for the City of Denison, for tax year 2023, in the amount of **TWO BILLION, FIVE HUNDRED SEVENTY-EIGHT MILLION, EIGHT HUNDRED THIRTY-NINE THOUSAND, SEVEN HUNDRED SEVENTY-EIGHT (\$2,578,839,778)**, as certified by the Board of Review of the Grayson Appraisal District be, and is hereby, approved.

SECTION 2: The Tax Roll for the City of Denison for tax year 2023, approved pursuant to Section 1 above be, and is hereby, adopted as the assessment rolls to be used for collection of 2023 taxes.

SECTION 3: The City Council of the City of Denison finds that, in accordance with the requirements of Texas Tax Code Chapter 321, the anticipated proceeds of the additional municipal sales and use tax dedicated to property tax reduction has been included in computing the no-new-revenue tax rate, which is **\$0.642342** as adjusted.

SECTION 4: Following the calling and conducting of one public hearing, that there be, and is hereby, levied for the calendar year 2023, on all taxable property, real and personal and mixed, situated within the corporate limits of the City of Denison, and not exempt by the Constitution of the State of Texas and valid State laws and local ordinances, a tax of **\$ 0.652034** for each One Hundred Dollars (\$100) of assessed valuation. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE BY AN AMOUNT OF \$1,748,437 WHICH IS AN INCREASE OF 15.3 PERCENT.

SECTION 5: That **\$0.563104** of the above total tax is hereby specifically levied and apportioned for maintenance, support, current expenses, and general municipal purposes of the City of Denison for the fiscal year in which said tax is collected.

SECTION 6: That **\$0.088930** of the above total tax is hereby specifically levied and apportioned for payment of the principal and interest on and the service of the outstanding general obligation bonded indebtedness of the City of Denison for the current tax collection period beginning October 1, 2023 and ending January 31, 2024.

SECTION 7: Monies collected pursuant to this ordinance shall be expended in accordance with the ordinance adopting the City of Denison budget for fiscal year 2023-2024, and any monies collected which are not specifically appropriated shall be deposited in the general fund.

SECTION 8: Should any section, subsection, sentence, clause, phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Denison hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 9: All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 10: This ordinance shall be in full force and effect from and after its passage and publication as required by law.

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

AND IT IS SO ORDERED.

On a motion by Council member _____, seconded by Council member _____, the above and foregoing Ordinance was passed and approved on this the 5th day of September 2023, by the following roll call vote:

Ayes: _____, _____, _____, _____,
_____, _____, and _____.

Nays: _____, _____, _____, _____,

_____, _____, and _____.

Abstentions: _____, _____, _____, _____,
_____, _____, and _____.

At a regular council meeting, September 5, 2023.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

APPROVED AS TO FORM:

Julie Fort, City Attorney

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action to ratify the property tax increase reflected in the FY2024 Budget

Staff Contact

Laurie Alsabbagh, Finance Director
lalsabbagh@cityofdenison.com
903-465-2720 EXT 2492

Summary

- Resolution passed calling for a public hearing on the proposed tax rate and tax revenue increase on August 21, 2023.
- Public hearing and adoption of Tax Rate set for September 5, 2023.

Staff Recommendation

Staff recommends approval

Recommended Motion

“I move to ratify the tax increase reflected in the budget.”

Background Information and Analysis

If the City is adopting a budget that requires more property tax revenue than last year, Council must also vote separately to ratify the tax increase reflected in the budget.

Financial Considerations

The budget will raise more revenue from total property taxes than last year's budget by an amount of \$1,748,437 which is 15.3% percent increase from last year's calculations. The property tax to be raised from new property added to the tax roll this year is \$953,097.

Prior Board or Council Action

Council approved the resolution calling for the public hearing on the tax rate on August 21, 2023.

Alternatives

None. This is a requirement.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on the proposed Denison Development Alliance FY2024 Budget.

Staff Contact

Laurie Alsabbagh, Finance Director
lalsabbagh@cityofdenison.com
903-465-2720 EXT 2492

Summary

- The Denison Development Alliance Board of Directors (DDA) met and approved the presented budget for Fiscal year 2024 (FY24) on August 16, 2023
- DDA President and Certified Economic Developer Tony Kaai presents their draft budget to the Denison City Council on September 5, 2023.
- DDA is funded annually through 4A sales, tax, interest and lease income and carry over funds from the same sources.
- If adopted, the budget will go into effect on October 1, 2023. If necessary or prudent, budget amendments and reallocations will need to come before the City Council.

Staff Recommendation

Denison Development Alliance Board of Directors and staff recommend approval of the proposed budget.

Recommended Motion

“I move to approve the Denison Development Alliance Fiscal Year 2024 Budget as presented.”

Background Information and Analysis

The Denison Development Alliance (DDA) budget has been prepared with notes attached to summarize each income and expense item. The budget was prepared by DDA staff with Board guidance.

Financial Considerations

The Denison Development Alliance annual budget is funded in part by a dedicated sales tax for economic development. These funds are captured by the City and forwarded to DDA monthly.

Prior Board or Council Action

The DDA Board discussed and approved the proposed FY2024 Denison Development Alliance budget on August 16, 2023

Alternatives

The Council may table the item. There were no alternative actions recommended by the DDA Board.



August 18, 2023

Bobby Atteberry
Laurie Alsabbagh
City of Denison
300 W. Main St.
Denison, TX. 75020

Dear Bobby and Laurie:

Please find enclosed the 2023-2024 Annual Budget for the Denison Development Alliance. The Board of Directors met and approved the budget on August 16, 2023.

We would appreciate if you would place this item on the City Council's agenda for consideration at its upcoming September 5th meeting. Staff members will be present at this meeting for any questions or comments.

Please let me know if you need any additional information and I would be happy to provide it to you. Thank you.

Best regards,

A handwritten signature in dark ink, appearing to read "Tiffany Barney", enclosed within a large, loopy oval shape.

Tiffany Barney
Vice President of Operations

Moving Forward. Kicking Back.

311 West Woodard Street • Denison, Texas 75020 • (903) 464-0883 • www.denisontx.org



2023/2024 Budget

The individual items presented are ESTIMATES for income, expenses, and obligations that will be incurred during the 2023/2024 fiscal year as anticipated by the Denison Development Alliance. This outline is developed to be flexible and a shift in expenditures within this budget can be made at the discretion of the President to meet the priority needs of the program, which may arise during the year.

Estimated Funds Available (Carried Over) **\$ 7,879,046**

Income	2023/2024
4A Sales Tax Revenue	\$ 2,741,159
EDA Grant(s) - Johns Manville	\$ 56,000
Interest Income	\$ 230,000
Lease Income (Billboard)	\$ 14,700
Lease Income (Pasture Lands)	\$ 1,000
Johns Manville Bond Proceeds	\$ 1,011,405
Property Sales Income	\$ 900,000
Total Income	\$ 4,954,264

Administrative Expenses

Annual Meeting (Summit)	\$ 13,500
Audit/Accounting	\$ 23,650
Automotive Allowance	\$ 10,800
Bank Fees	\$ 1,500
Computers/Information Technology	\$ 13,000
Consultant Fees	\$ 75,000
Copier/Maintenance	\$ 1,200
Employee Insurance	\$ 25,820
Equipment Rental/Maintenance/Purchase	\$ 1,200
Janitorial/Office Maintenance	\$ 700
Legal Services	\$ 15,000
Liability Insurance	\$ 15,900
Meeting Refreshments	\$ 1,000
Miscellaneous Expenses	\$ 1,500
Office Furnishings	\$ 1,500
Office Lease	\$ 18,000
Office Supplies	\$ 5,500
Payroll Taxes/SS	\$ 21,765
Payroll Taxes/Medicare	\$ 5,090
Payroll Taxes/SUTA	\$ 300
Postage	\$ 1,000
Professional Development	\$ 13,000
Retirement/Deferred Compensation Trust	\$ 69,596
Salaries	\$ 351,043
Subscriptions/Dues	\$ 1,500
Telephone/Communications	\$ 10,500



2023/2024 Budget

Administrative Expenses (Continued)

	2022/2023
Travel	\$ 3,000
Utilities	\$ 6,900
Workers Compensation	\$ 600
Total Administrative Expenses	\$ 709,064

Program Expenses

Briefing Center/Presentation Equipment	\$ 1,000
GIS Webtech (Retail Market Analysis)	\$ 7,900
Workforce Development	\$ 195,500
Total Program Expenses	\$ 204,400

Property Management Development Expenses

Business Park/Johns Manville (Planning & Engineering)	\$ 112,000
Business/Industrial Park Maintenance	\$ 3,000
Foundation Business Park (Planning & Engineering)	\$ 50,000
Infrastructure - Sewer Line Bond Note	\$ 204,482
Infrastructure - Texoma Technology Park (Water & Sewer Lines)	\$ 2,500,000
Infrastructure - Texoma Technology Park (Gas Line)	\$ 1,300,000
Infrastructure - Foundation Park/Retention	\$ 700,000
Johns Manville Bond Note	\$ 356,100
Johns Manville Demolition/Cleanup	\$ 1,011,405
Total Property Management Expenses	\$ 6,236,987

Projected/Obligated Incentives

E-Commerce Program	\$ 72,000
Façade Improvement Incentive	\$ 200,000
Façade Reclamation Incentive	\$ 40,000
Fire Suppression/Sealing Incentive	\$ 500,000
Incentives - Micro Manufacturing Incentive	\$ 100,000
Gas Line Extension (75/91)	\$ 80,000
Incentives - Douglass Distributing	\$ 60,000
Total Projected/Obligated Incentives	\$ 1,052,000

Total Marketing Expenses (EXHIBIT I)	\$ 274,115
---	-------------------

Total Expenses	\$ 8,476,566
-----------------------	---------------------

Funds Available for New Incentives/Projects	\$ 4,356,744
--	---------------------



ANALYSIS OF BUDGET FOR FY 2023/2024

Estimated Funds Available (Carried Over) – Estimated funds available on October 1, 2023, from DDA Checking, Money Market, Certificate of Deposits, and Investment Accounts.

Estimated Income

4A Sales Tax – Projected income from sales tax (includes anticipated 8% increase) for twelve (12) months.

EDA Grant (Johns Manville Cleanup) – The estimated remaining income DDA will receive from the \$500,000 matching EDA grant.

Interest Income – The interest income (0.45%) has been calculated from the estimated \$7,824,634 million cash on hand and the projected income of \$4,808,500 less the projected expenses of \$8,712,496.

Lease Income (Billboard) – The projected income for leasing the south face billboard located on the Texoma Technology Park and four billboards at North Texas Logistics Park (JM).

Lease Income (Pasture Lands) – Texoma Technology Park's projected lease income from Home Run Cattle Company for twelve (12) months.

Johns Manville Bond Proceeds – The projected proceeds for reimbursement of remediation expenditures for the Johns Manville property.

Property Sales Income – The projected proceeds for sale of the 17 remaining acres at the Business Park calculated at \$50,000 an acre.

Estimated Administrative Expenses

Annual Meeting/Summit – Cost of meals, equipment, supplies, refreshments, invitations, letters, online registration, advertising, etc. for 250 people to attend DDA's annual economic development summit.

Audit/Accounting – The annual audit is \$15,500, and the monthly bookkeeping services are \$6,000 annually. This also includes the annual cost of annual QuickBooks software subscriptions/updates of \$600, QB Payroll Tax services of \$715, the Audit Inquiry Letter from our attorney for \$200, and \$600 for accounting supplies (checks, check envelopes, signature stamps, etc.) as needed.

Automotive Allowance – The amount provided to the President (\$7,200) and Economic Development and Workforce Coordinator (\$3,600).

Bank Fees – Fees charged on bank accounts for wire transfers, stop check fees, the monthly maintenance fee at Simmons Bank on the money market account, etc.

Approved by Denison Development Alliance Board of Directors on August 16, 2023.

Computers/Information Technology – The projected cost to maintain, upgrade, and replace hardware and software systems for one server, five computer workstations, two laptops, office routers, mobile devices, networking infrastructure, and any external technical consultant/support as needed. Costs include but are not limited to \$3,000 for new server, \$2,000 in tech support, and IT subscription services to the following: (LogMeIn Pro (\$1,600), Hightail (\$1,300), Microsoft 365 (\$1,300), and Adobe Creative Suite (\$3,700).

Consultant Fees – To cover the costs of environmental firms, engineers, surveyors, appraisers, or other professional services needed to support potential property acquisitions and/or property development, employee recruitment, or any other consulting needs of the corporation.

Copier/Maintenance – The cost for the annual maintenance contract on the shared office copier as well as supplies for the shared office copier.

Employee Insurance – The estimated annual health insurance premiums for the President, VP of Operations, and Economic Development and Workforce Coordinator (final percentage increase/decrease TBD by City no later than December 2023).

Equipment Rental/Maintenance/Purchase – The purchase, rental and/or maintenance costs of various small equipment needs (projectors, shredders, scales, etc.).

Janitorial/Office Maintenance – Cost to provide pest control, window cleaning, and minor repairs for the office such as plumbing, security system, etc.

Legal Services – Projected cost of legal services for the potential purchase of property, the development of property, and drafting/reviewing lease contracts, incentive agreements, development agreements, etc.

Liability Insurance – General liability insurance coverage for all properties owned by DDA and its office space, the umbrella insurance policy, Directors and Officers insurance, and the cost of a dishonesty/crime bond for employees.

Meeting Refreshments – Coffee, sodas, candy, snacks, etc. for guests, employees, and Board/committee meetings.

Miscellaneous Expenses – To cover any unexpected expenses which may occur during the year and does not fit in any of the current budget categories.

Office Furnishings – Cost of new or replacement office furnishings, decorations, office painting and minor repairs to furnishings.

Office Lease – The cost to lease 2,083 square feet of office space per DDA's lease agreement.

Office Supplies – Copy paper, photo paper, printer cartridges, toner, and all other general office supplies as needed for the entire office.

Payroll Taxes/Social Security/Medicare/SUTA – Costs as calculated by VP of Operations/accountants and mandated by federal and state governments.

Postage – The cost of the monthly fee for Stamps.com, stamps, postage labels, mailing materials and projected postage/shipping expenditures for mailing reports/questionnaires, general correspondence, promotional materials, account payables/receivables, invitations to locally sponsored events, and board member handbooks/packets.

Approved by Denison Development Alliance Board of Directors on August 16, 2023.

Professional Development – The cost for membership/webinar fees for IEDC, TEDC, Rotary and Denison Chamber of Commerce. This cost also includes the expenses for attending the NTCAR, Texas ED, IEDC, or TEDC meetings/conferences, and other training expenses (education courses) as needed.

Retirement/Deferred Compensation Trust – A 14% retirement match for the President, VP of Operations, Economic Development and Workforce Coordinator. Also includes the annual cost of the Deferred Compensation Plan for retention of the President and the fees to maintain the Deferred Compensation account.

Salaries – Full time staff salaries were calculated to reflect the President’s salary of \$167,250, the Vice President of Operations’ salary of \$76,292.57, the Economic Development and Workforce Coordinator’s salary of \$75,000.00 and a part-time program assistant (approximately 25 hours per week) is included with compensation of approximately \$32,500. Raises shall be tied to cost of living increases as adopted by the City of Denison.

Subscriptions/Dues – Included, but not limited to:

Business Week	\$100.00
Dallas Business Journal	\$140.00
Downtown Denison, Inc.....	\$130.00
Greater Texoma Association of Realtors.....	\$120.00
North Texas Commercial Association of Realtors.....	\$225.00
Texas Association of Business	\$350.00
Texas Association of Realtors Zip Form.....	\$300.00
TOTAL	\$1,365.00

Telephone /Communications – The cost of three business phone lines, staff mobile phones, one data package (iPad), DSL/Cable modem service, long distance, phone/mobile system equipment upgrades/purchases, and tech support/labor as needed.

Travel – Covers all travel by staff for which mileage reimbursements are made (i.e., local travel by the VP of Operations and the Program Assistant and out of town travel for the President and Economic Development and Workforce Coordinator).

Utilities – Annual cost of water, sewer, trash, electricity, and gas.

Workers Compensation – Annual cost to maintain a worker’s compensation policy for the office.

The individual items presented are estimates for expenditures that will be incurred during the 2023/2024 fiscal year. These items are presented only as a menu of potential costs anticipated. This outline is developed to be flexible, and a shift in expenditures within this budget can be made at the discretion of the President to meet the priority needs of the program that may arise during the year.

Estimated Program Expenses

Briefing Center/Presentation Equipment – Cost to maintain/update the portable & specialized equipment necessary for professional public meetings/presentations.

GIS Webtech (Retail Market Data) – The cost of the website-based market information featuring property postings and demographic information on the trade area.

Workforce Development – Included, but not limited to:

- ✓ Provide ten (10) scholarships for teachers who will intern at local industries.....\$5,000
- ✓ Cost share with Workforce Solutions Texoma and SEDCO to have a subscription to JobsEQ which provides current workforce data for prospects.....\$2,000
- ✓ Partner with SEDCO and Workforce Solutions Texoma to produce an annual career fair and funding for Advanced Manufacturing Luncheons.....\$5,000
- ✓ Advanced Manufacturing Scholarships.....\$6,000
- ✓ Matching Grant for Tech Lab at DISD.....\$150,000
- ✓ Provide \$27,500 to cost share with SEDCO and Workforce Texoma for one year to match a state grant to fund salaries for two Outreach Specialists who will provide job counseling (targeting Advanced Manufacturing) for all schools in Grayson County.....\$27,500

Property Management Development Expenses

Business Park/Johns Manville (Planning & Engineering) – The remaining items needed to prepare the JM Property for development including a \$112,000 payout for 50% match on the EDA planning grant for the JM property.

Business/Industrial Park Maintenance – Cost for mowing/cleaning of the three industrial/business parks.

Foundation Business Park (Planning & Engineering) – The remaining items needed to prepare the Foundation Business Park for development including a park design guidelines and site layout estimated at \$50,000.

Infrastructure – Sewer Line Bond Note – Principal and Interest bond payments for sewer line.

Infrastructure – Sewer Line Engineering – The estimated cost for engineering the Crawford sewer line.

Infrastructure – Texoma Technology Park (Water and Sewer) – The estimated cost for bringing a sewer line and an 18” water line to the site.

Infrastructure – Texoma Technology Park (Gas Line) – The estimated cost for bringing a gas line to the site.

Infrastructure – Foundation Business Park/Retention – The estimated cost for constructing a road and retention structures at the Foundation Business Park.

Johns Manville Bond Note – Principal and Interest bond payments for the Johns Manville Property

Johns Manville Demolition/Cleanup – The remaining estimated cost to remediate the JM site (includes funds for matching EDA Grant).

The individual items presented are estimates for expenditures that will be incurred during the 2023/2024 fiscal year. These items are presented only as a menu of potential costs anticipated. This outline is developed to be flexible, and a shift in expenditures within this budget can be made at the discretion of the President to meet the priority needs of the program that may arise during the year.

Projected/Obligated Incentives

E-Commerce Program – The cost to provide a maximum \$6,000 matching grant per business to reimburse up to 75% of costs in an \$8,000 project to establish, operate, and promote e-commerce for twelve (12) Denison businesses.

Façade Incentives (Improvement) – The matching (50/50) grant program to improve the exterior (façade) appearance of buildings in the downtown, downtown perimeter, and targeted gateway areas.

Façade Incentives (Reclamation) – Grant program to pay for the removal of façades covered with metal/wood slipcovers on Main Street.

Fire Suppression/Sealing Incentives – A matching (50/50) grant program to improve fire suppression systems and fire sealing improvements between existing downtown district buildings. Funding will include underground work and in-building sprinkler system improvements on new structures.

Micro Manufacturing Incentives – The micro-manufacturing grant program provides up to 15% of the total investment (max grant capped at \$50,000) for new manufacturing equipment/installation.

Gas Line Extension – Cost of the annual note payment for the 8" line from Highway 75 to Highway 91, servicing the Industrial Park and Denison High School.

Incentives – Douglass Distributing – The obligated amount of incentive funds to be paid for a portion of the cost to provide sewer service to the 84/75 Valero Station.

Estimated Funds Available for New Incentives/Projects – The projected amount of funds to be available for new incentives beginning October 1, 2023.



EXHIBIT 1

Itemized Summary of Estimated Marketing Expenses

The individual items presented are ESTIMATES for expenditures that will be incurred during the 2023/2024 fiscal year. These items are presented only as a menu of potential costs anticipated. This outline is developed to be flexible, and a shift in expenditures within this budget can be made at the discretion of the President to meet the priority needs of the program, which may arise during the year.

Marketing Revenues

	2023/2024
Funds Available for Marketing	\$ 274,115
Unallocated Marketing Funds Carried Over	\$ -
TOTAL Funds Available for Marketing	\$ 274,115

Marketing Expenses (Materials/Activities)

Advertising	\$ 50,000
Billboard (Hwy 75/84)	\$ 365
Business Retention Activities	\$ 6,000
Corporate Visitation	\$ 10,000
Maps, Photos, etc.	\$ 5,000
Marketing Consultant	\$ 60,000
Meeting Expense	\$ 7,000
Meeting Sponsorships	\$ 7,500
Prospect Hosting	\$ 10,000
Recruitment Missions	\$ 45,000
Retail Market Analysis	\$ 40,000
Social Media Expenses	\$ 5,000
Special Events	\$ 11,500
Team Texas/DFW Marketing	\$ 6,000
Trade Shows	\$ 5,000
Website/Email Hosting	\$ 5,750
Total Marketing Expenses (Materials/Activities)	\$ 274,115



~ EXHIBIT I ~

ITEMIZED SUMMARY OF MARKETING EXPENSES

Estimated Marketing Revenues

Funds Available for Marketing – 10% of 4A tax proceeds (allowed by law) for the 2023/2024 budget year.

Estimated Marketing Materials/Activities

Advertising – The cost to create and place ads in industry specific publications, national and local publications, the DDA website, DDA's media platforms and other technology mediums to reach Denison's targeted markets. This includes projected costs for videos (2-3 total) and graphic (assorted) production and related promotional efforts to market Denison.

Billboard – Annual license and permit fees for the 75/84 Highway Billboard.

Business Retention Activities – Sponsor programs for local businesses and industries (HR Managers, Plant Managers luncheons, dinners, etc).

Corporate Visitation – Travel costs for staff and volunteers to the corporate headquarters of local industries, on an as needed basis.

Maps, Photos, etc. – Cost to create/maintain collateral materials needed for marketing brochures, prospect proposals, direct mail/email programs and advertising etc.

Marketing Consultants – The costs associated with hiring marketing professionals to promote, advertise, and market existing properties and attract business and industry to the City of Denison for the creation of primary jobs.

Meeting Expense – Funds to cover the cost of special meetings, hosting of allies and business lunches and dinners.

Meeting Sponsorship – To be used to support the Texas Economic Development Council in their efforts to attract the top consultants, real estate managers, etc. as the main presenters for their annual meeting.

Prospect Hosting – Cost of plane tickets, room(s), rental car, etc. related to hosting company representatives and prospects.

Recruitment Missions – The projected cost to fund third party consultants to develop leads and schedule appointments with prospects. Also includes the cost of travel for DDA staff and volunteers (if needed) to make contact calls to the prospects.

Retail Market Analysis – Denison trade area market analysis and consultant services for retail and developer recruitment, retail retention, community engagement, and commercial development.

Social Media Expenses – The projected costs to prepare clips, videos, audio/visual materials and licenses to secure fair or authorized use of music, graphics, or other media for social media marketing materials on all platforms (currently Facebook, Instagram, YouTube, Twitter, LinkedIn). Also includes the costs of advertising of these materials, promotions, boosts, etc., to gain greater viewership to a targeted audience.

Special Events – The costs to fund special events (or allow DDA to be a co-sponsor of a local event currently in place) to attract decision-makers from the target industries and Dallas based commercial brokers (ie: Texoma Striper Challenge, Chamber Clay Shoot, etc.). Also, covers the cost to provide industrial/business announcements/groundbreakings to the public.

Team Texas / DFW Marketing – Memberships fees and the cost to attend and sponsor marketing events organized and managed by Team Texas and the DFW Marketing Team. Events include call trips, conferences with site selectors, trade shows, and real estate conferences.

Trade Shows – The cost to attend trade shows of targeted industries with allies on an as needed basis.

Website Update – Projected cost to redevelop DDA's website, as well as maintain the site when completed.

Website/Email Hosting – The cost associated with the operation of multiple websites/domains, technical services and training. Also, includes the cost for additional email services.

Estimated Funds Available for Additional Marketing Initiatives – The projected amount of funds to be available for NEW marketing initiatives, as needed, though the 2022/2023 fiscal year.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on a Professional Services Agreement with Plummer Engineering for engineering, project management, and construction services related to the Northwest Denison Development, or NWDD, utilities project, in the amount of \$5,774,713, and authorize the City Manager to execute the same.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@cityofdenison.com

903-647-3335

Summary

- This professional services agreement will provide engineered, constructable plans in order to serve Preston Harbor and other development in the FM84 corridor with water and sewer utilities.
- Plans will include a 24" north waterline, 36" sewer interceptor, sanitary sewer trucking receiving station, a Preston Harbor lift station, and dual forced mains.
- In addition to facility design, the contract includes environmental permitting, cultural resources survey and submittals, coordination with the US Army Corps of Engineers, project management, site visits, meetings with developers and residents, site representation for observation and inspections, subsurface utility engineering (SUE), contract negotiations, and more.

Staff Recommendation

Staff recommends approval of the item.

Recommended Motion

"I move to approve the Professional Services Agreement with Plummer Engineering for engineering, bid, and construction services related to the Northwest Denison Development, or NWDD, utilities project, in the amount of \$5,774,413, and authorize the City Manager to execute the same."

Background Information and Analysis

Staff has been working with Plummer engineers on an ambitious project to provide water and sewer utilities to Preston Harbor and other developable parcels the FM84 corridor. This contract includes full engineering for the facilities necessary to provide wet utilities to the area. The sizes and design timeline have been scaled to serve the area at build out, taking into account the expediency of the Preston Harbor development agreement and the longer timeline of other future developments. A Request for Proposal, or RFP, for the Construction Manager at Risk, or CMR, is scheduled for this month. City staff, the project engineers, and CMR will work together to finalize the construction plans for each project element.

Facilities included in this contract are:

1. Phase II and Phase III of the Northwest Waterline.
2. Phase IV and Phase V of the Northwest Interceptor.

3. Sanitary sewer truck receiving station.
4. Preston Harbor Lift Station, phased for buildout.
5. Dual force mains (8-inch and 16-inch) to connect lift station to Phase V wastewater line.

In addition to facility design, the contract includes environmental permitting, cultural resources survey and submittals, coordination with the US Army Corps of Engineers, project management, site visits, meetings with developers and residents, site representation for observation and inspections, subsurface utility engineering (SUE), contract negotiations, and more:

1. Project Management, Meetings, and Site Visits
2. Final design of phase II and phase III of the North 24-inch diameter waterline
3. Final design of phase IV and phase V of the Northwest 36-inch diameter interceptor
4. Preliminary design and final design of the Sanitary Sewer Truck Receiving Station
5. Preliminary design and final design of the Lift Station to meet buildout capacity
6. Preliminary design and final design of dual force mains to connect the lift station to phase V wastewater interceptor
7. CMAR Support Services
8. Construction Administration Services

Preliminary design of the north 24" waterline and 36" sanitary sewer interceptor have been completed. The sanitary sewer truck receiving station will be utilized during early phases of development before flows are sufficient to gravity from the interceptor to the wastewater treatment plant. It will also be used for development occurring during construction of the interceptor. The lift station will be designed to be constructed in phases based on the wastewater volume anticipated during stages of development. The forced main will transport wastewater from the lift station to the interceptor and construction phasing will be based on volume. The engineer's opinion of probable construction cost, or OPCC, is \$62,200,000 for the projects included in this design contract. Phase 2 of the Duck Creek Interceptor Replacement, a South 24-inch waterline, and 12" upsize to the existing waterline on FM84 are also in design to support development in Northwest Denison. The City has worked with Plummer Engineering for water and sewer projects for 30 years. Staff looks forward to partnering with Plummer on this ambitious project.

Financial Considerations

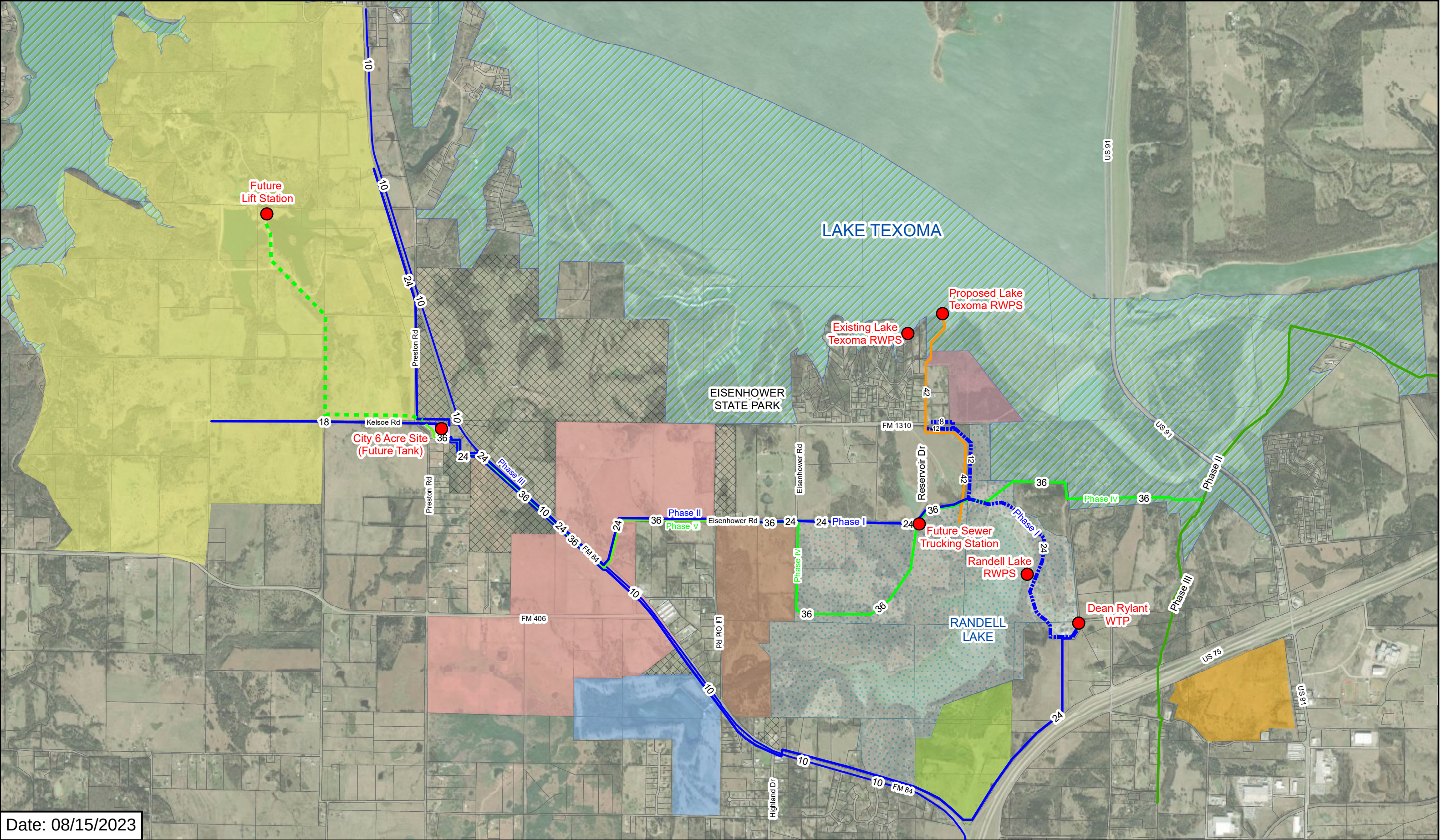
Engineering and construction of the NWDD utilities projects are budgeted for in the Utility CIP.

Prior Board or Council Action

The Council approved Change Order No. 1 to the contract with Archer Western Construction for the Lake Texoma Raw Water Pump Station to extend the 24" potable water line as part of the NWDD utilities project at its Regular Meeting on August 21, 2023.

Alternatives

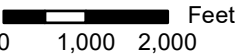
Council may modify or table the item.



Date: 08/15/2023



EPSG 2276
Updated: 6/27/2023



0 1,000 2,000 Feet

Legend

 Denison Owned Property

 USACE Property

 Parcel Boundary

 Denied ROE Parcels

 Potable Water

 Raw Water

 Wastewater

City of Denison Northwest Utilities



**PLUMMER**

14755 Preston Rd Ste 425
Dallas, TX 75254

PLUMMER ASSOCIATES, INC.**AGREEMENT FOR PROFESSIONAL SERVICES**

Project No. 0443-076-01

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2023, by and between the **CITY OF DENISON**, Texas, (hereinafter called "Owner") and the firm of **PLUMMER ASSOCIATES, INC.**, a Texas Corporation with its corporate office at 1320 South University, Suite 300, Fort Worth, Tarrant County, Texas, (hereinafter called "Engineer").

OWNER INFORMATION

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

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

SCOPE OF SERVICE:

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

GENERAL TERMS AND CONDITIONS:**1. Authorization to Proceed**

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

2. Lump Sum Costs

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

3. Hourly Rates

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

fee, but do not include allowances for Direct Expenses.

4. Direct Expenses

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

5. Cost Opinions

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

6. Termination

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

7. Compensation

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

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

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

8. Insurance

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

9. Independent Consultant

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

10. Engineer's Personnel at the Project Site

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

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

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

11. Litigation Assistance

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

12. Venue

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

13. Severability and Survival

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

14. Interpretation

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

15. No Third Party Beneficiaries

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

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

16. Indemnity and Liability

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

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

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

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

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

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

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

17. Documents and Notices

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

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

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

18. Assignment

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

Exhibit A – Scope of Services**Exhibit B – Compensation****Exhibit C – Insurance**

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

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

Owner:

By _____

Title _____

Date _____

Plummer Associates, Inc.:By Alan D. ZuckTitle PrincipalDate 8/28/2023

Exhibit A

Scope of Services

BACKGROUND

The City of Denison (City or Owner) has entered into an agreement with Preston Harbor Development that includes offsite water and wastewater improvements to serve the area. The City has requested Plummer Associates, Inc. (Engineer) to move forward with detail design of the following system improvements:

1. Phase II and Phase III of the Northwest Waterline.
2. Phase IV and Phase V of the Northwest Interceptor.
3. Sanitary sewer truck receiving station.
4. Preston Harbor Lift Station, phased for buildout.
5. Dual force mains (8-inch and 16-inch) to connect lift station to Phase V wastewater line.

To meet the aggressive construction schedule, the proposed delivery will be Construction Manager at Risk (CMAR).

BASIC SERVICES

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

1. Project Management, Meetings, and Site Visits
2. Final design of phase II and phase III of the North 24-inch diameter waterline
3. Final design of phase IV and phase V of the Northwest 36-inch diameter interceptor
4. Preliminary design and final design of the Sanitary Sewer Truck Receiving Station
5. Preliminary design and final design of the Lift Station to meet buildout capacity
6. Preliminary design and final design of dual force mains to convey flows from the lift station to phase V wastewater interceptor
7. CMAR Support Services
8. Construction Administration Services

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

1. Project Management, Meetings, and Site Visits

1.1. Project Management

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

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

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

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

1.1.1.4. The Engineer shall prepare a common monthly invoice.

1.2. Meetings and Site Visits

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

2. Final Design of Phase II and Phase III of the North 24-inch Diameter Waterline

2.1. Advance the Preliminary Design to 60% and 90% Detail Design

- 2.1.1. Plummer conducted a route study as part of the Technical Memorandum (TM), Preliminary Design for the Northwest Waterline, dated August 2023. The information presented in the TM will be used to develop detailed design plan sheets. The design of the Northwest waterline will include up to 31,000 linear feet.
- 2.1.2. Update the hydraulic model to reflect any alignment changes that occurred after the completion of the 30% design TM.
- 2.1.3. Conduct hydraulic surge analysis.
- 2.1.4. As part of updating the hydraulic model, identify system improvements needed to achieve potable water system demands as well as meet Texas Commission on Environmental Quality (TCEQ) permit requirements.
- 2.1.5. Perform design calculations as needed for the development of 60% and 90% plans. Present 60% and 90% draft plans to the Owner for review accompanied by required specifications and an Opinion of Probable Construction Cost (OPCC) as described below. The Engineer will submit plans and specifications to inhouse quality control team for review and comment prior to submitting information to the Owner. The plans at a minimum shall include:
 - 2.1.5.1. Plan sheets showing the following: proposed pipeline plan/profile, recommended pipe sizes, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property Ownership shall be provided in plan view.

- Plans will reflect actual conditions to a distance of at least 50 feet on either side of the proposed pipeline.
- 2.1.5.2. At 90% prepare specifications to fully describe the intended work and convey the intent of the design.
 - 2.1.5.3. The ENGINEER shall prepare design standards and special detail sheets for the proposed waterline.
 - 2.1.5.4. Design shall include fire hydrant locations.
 - 2.1.5.5. Design of air release valves at high points along the alignment.
 - 2.1.5.6. Proposed location of inline isolation valves.
 - 2.1.5.7. Design of blowoff assemblies at major creek crossings.
 - 2.1.5.8. Design of connection header to the future 3 million gallon (MG) elevated storage tank.
 - 2.1.5.9. The Engineer will develop a conceptual layout for the City Design of owned 6-acre site near the corner of FM 84 and Kelsoe Road. The site layout will include the location of the future 3 MG elevated storage tank, the connection of two 24-inch diameter waterlines to the elevated tank, the location of the manhole structure where the two force mains will transition to gravity, associated odor control for the interceptor, and space for City utility storage at the site.
 - 2.1.5.10. The Engineer will consult with the Owner, public utilities, private utilities, TxDOT, the county and other facilities that have an impact or influence on the project.
 - 2.1.5.11. Design will include road bores at TxDOT highway crossings and open trench design at City and County roads crossings.
 - 2.1.5.12. The design will include details when crossing electrical, gas and communication utility lines.
 - 2.1.5.13. Design of six stream crossings. The design of bank stabilization will utilize rock rip rap and/or gabions as needed.
 - 2.1.6. Submit sets of 60% and 90% review documents marked "DRAFT" to the Owner when scheduled.
 - 2.1.7. Meet with the Owner approximately 7 days following delivery of review documents to collect comments. Engineer will provide a written response to Owner comments and will modify documents incorporating required changes.
 - 2.1.8. At 90%, the OPCC will be updated in coordination with the CMAR.
 - 2.1.9. After completion of the 90% quality control review meeting, the Engineer shall advance the design to 100% completion.
 - 2.1.10. Engineer shall coordinate with the Owner to complete and submit TxDOT and county road permit applications for road and highway crossings and entrances.
 - 2.1.11. Engineer will assist the Owner in completing and submitting required franchise utility encroachment agreements.
 - 2.1.12. Final Sealed Plans, will be provided by the Engineer after sealing the contract document sets: Four (4) sets of half size (11-in x 17-in) plans, four (4) specification books, electronic (PDF) files of plans and specifications.
 - 2.1.13. Engineer shall submit required notification to the TCEQ. When requested, the ENGINEER shall provide plans and specifications to the TCEQ for review.

3. Final Design of Phase IV and Phase V of the Northwest 36-inch Diameter Interceptor

- 3.1. Advance the Preliminary Design to 60% and 90% Detail Design
- 3.2. Plummer conducted a route study as part of the Technical Memorandum (TM), Preliminary Design for the Northwest Interceptor, dated August 2023. The information presented in the TM will be used to develop detailed design plan sheets. The design of the Northwest Interceptor will include up to 30,000 linear feet.
- 3.3. Update the hydraulic model to reflect any alignment changes that occurred after the completion of the 30% design TM.
- 3.4. Perform design calculations as needed for the development of 60% and 90% plans. Present 60% and 90% draft plans to the Owner for review accompanied by required specifications and an OPCC as described below. The Engineer will submit plans and specifications to inhouse quality control team for review and comment prior to submitting information to the Owner. The construction plans at a minimum shall include:
 - 3.4.1. Plan sheets showing the following: proposed pipeline plan/profile, recommended pipe sizes, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property Ownership shall be provided in plan view. Plans will reflect actual conditions to a distance of at least 50 feet on either side of the proposed pipeline.
 - 3.4.2. At 90% prepare specifications to fully describe the intended work and convey the intent of the design.
 - 3.4.3. The Engineer shall prepare design standards and special detail sheets for the interceptor.
 - 3.4.4. Design shall include manhole locations to meet City standards.
 - 3.4.5. Design of two aerial creek crossings along with the associated design of bank stabilization will the use of rock rip rap and/or gabions as needed.
 - 3.4.6. Design of the connection to the existing Duck Creek Interceptor.
 - 3.4.7. Design of the inlet structure, and associated odor control equipment for the connection of the 8-inch and 16-inch force mains from the Preston Harbor Lift Station.
 - 3.4.8. The Engineer will consult with the Owner, public utilities, private utilities, TxDOT, the county and other facilities that have an impact or influence on the project.
 - 3.4.9. Design will include road bores at TxDOT highway crossings and open trench design at City and County roads crossings.
 - 3.4.10. The design will include details when crossing electrical, gas and communication utility lines.
 - 3.4.11. Design of five stream crossings. The design of bank stabilization will utilize rock rip rap and/or gabions as needed.
 - 3.4.12. Submit sets of 60% and 90% review documents marked "DRAFT" to the Owner when scheduled.
 - 3.4.13. Meet with the Owner approximately 7 days following delivery of review documents to collect comments. Engineer will provide a written response to Owner comments and will modify documents incorporating required changes.
 - 3.4.14. At 90%, the OPCC will be updated in coordination with the CMAR.
 - 3.4.15. After completion of the 90% quality control review meeting, the ENGINEER shall advance the design to 100% completion.

- 3.4.16. Engineer shall coordinate with the Owner to complete and submit TxDOT and county road permit applications for road and highway crossings and entrances.
- 3.4.17. Engineer will assist the Owner completing and submitting required franchise utility encroachment agreements.
- 3.4.18. Final Sealed Plans, will be provided by the Engineer after sealing the contract document sets: Four (4) sets of half size (11-in x 17-in) plans, four (4) specification books, electronic (PDF) files of plans and specifications.
- 3.4.19. Engineer shall submit required notification to the TCEQ. When requested, the Engineer shall provide plans and specifications to the TCEQ for review.

4. Preliminary Design and Final Design of the Sanitary Sewer Truck Receiving Station (Receiving Station)

- 4.1. The Receiving Station will be located on City owned property along the Phase IV section of the 36-inch diameter interceptor. The purpose of the Receiving Station is to receive sanitary sewer waste from trucks carrying up to 5000 gallons of liquid waste and discharge the waste into the City's sanitary sewer.
- 4.2. The Engineer will coordinate with the Owner to evaluate up to three site layouts for the Receiving Station. The Receiving Station site will be approximately one acre in size.
- 4.3. The Receiving Station criteria will include the following design;
 - 4.3.1. An unmanned facility
 - 4.3.2. Requiring electronic authorization to discharge waste at the Receiving Station
 - 4.3.3. Measure the discharge flow discharged
 - 4.3.4. Quick discharge 6-inch diameter hose connection
 - 4.3.5. Receiving/holding pit that include an electric channel grinder
 - 4.3.6. Concrete washdown area
 - 4.3.7. Fire hydrant to be used as washdown hose station
 - 4.3.8. Coordinate with Electrical Company for electric service to the site
 - 4.3.9. Electric access gate
 - 4.3.10. Yard lighting
- 4.4. The Engineer will coordinate arrangements to meet with up to three manufacturers that furnish prepackaged receiving stations. The meetings will be held in Denison, Texas. Site visits to existing receiving stations greater than 50 miles from Denison, Texas will be considered an Additional Service.
- 4.5. The Engineer will prepare a Technical Memorandum that presents up to three site layouts evaluated for the Owner's review. Work with the CMAR to develop OPCCs for each of the options evaluated.
- 4.6. Meet with the Owner and CMAR to discuss and identify a final layout, then proceed to detail design of the Receiving Station.
- 4.7. Perform design calculations as needed for the development of 60% and 90% plans. The Engineer will submit plans and specifications to inhouse quality control team for review and comment prior to submitting information to the Owner.
- 4.8. Coordinate with the Owner's surveyor to conduct topographic survey of the Receiving Station site.
- 4.9. Present 60% and 90% draft plans to the Owner and CMAR for review accompanied by required specifications and OPCC as provided by the CMAR.
- 4.10. Submit sets of 60% and 90% review documents marked "DRAFT" to the Owner when scheduled.

- 4.11. Meet with the Owner approximately 7 days following delivery of review documents to collect comments. Engineer will provide a written response to Owner comments and will modify documents incorporating required changes.
- 4.12. After completion of the 90% quality control review meeting, the Engineer shall advance the design to 100% completion.
- 4.13. Final Sealed Plans, will be provided by the Engineer after sealing the contract document sets: Four (4) sets of half size (11-in x 17-in) plans, four (4) specification books, electronic (PDF) files of plans and specifications.
- 4.14. Engineer shall submit required notification to the TCEQ. When requested, the Engineer shall provide plans and specifications to the TCEQ for review.

5. Preston Harbor Lift Station

- 5.1. Proposed lift station will be situated on a 2-acre site. The conceptual design layout will include:
 - 5.1.1. Lift station site layout to accommodate buildout capacity of up to 10 MGD
 - 5.1.2. Wetwell for buildout capacity in first phase and lift station design to be constructed in up to three phases
 - 5.1.3. Onsite backup electrical generator requirements
 - 5.1.4. Onsite odor control requirements
 - 5.1.5. Electrical switchgear and instrumentation for the new lift station
 - 5.1.6. Coordinate with Preston Harbor Development for electrical service to the site
 - 5.1.7. Buried discharge header and valve in a below grade concrete vault
 - 5.1.8. Future overhead monorail
 - 5.1.9. Removal of wastewater into septage haul trucks
 - 5.1.10. Metering to monitor discharge flows into 8-inch and 16-inch force mains
- 5.2. Coordinate with the Owner's surveyor to conduct topographic survey of the lift station site.
- 5.3. Review buildout flows with Preston Harbor Development Group and develop up to two conceptual site layout options for the Owners review and comment.
- 5.4. Based on site layout options selected by the Owner, prepare preliminary design report (PDR) to include recommendations for:
 - 5.4.1. A new lift station to be constructed at a minimum elevation of at least three feet above flood elevation including all site improvements.
 - 5.4.2. Lift station wetwell configuration with submersible pumps.
 - 5.4.3. Discharge piping and valves to be constructed below grade.
 - 5.4.4. Pigging station for dual force mains.
 - 5.4.5. Location of onsite electric generator with auto start and electric switchgear.
 - 5.4.6. Type of wetwell sensor level control.
 - 5.4.7. Discharge flow meter on force main(s).
 - 5.4.8. Odor control to include ventilation of wetwell, plus location for chemical storage for future chemical treatment to utilized for odor control.
 - 5.4.9. Precast masonry wall/fence around the lift station site.

- 5.4.10 Instrumentation allowing remote monitoring of the pumps, odor control system, discharge flow, wetwell level, loss of electricity, generator status and site security.
- 5.4.11 Schedule for construction phasing.
- 5.4.12 Coordinate with CMAR to develop OPCC.
- 5.5 Engineer to compile the PDR marked "DRAFT" and submit to the Engineer's inhouse Quality Control (QC) Review team for review and comment.
- 5.6 The Engineer will receive comments from the inhouse QC team, then make adjustments/corrections to the DRAFT PDR prior to submitting to the Owner. The updated PDR marked "DRAFT" will be submitted to the Owner for review and comment.
- 5.7 Approximately 10 days prior to a review meeting with the Owner, four copies of the PDR marked "DRAFT" will be provided to the Owner for review.
- 5.8 The Engineer will coordinate with the Owner to schedule a review meeting at the Owner's office, to review the DRAFT PDR, receive comments and suggested changes to the DRAFT PDR.
- 5.9 Based on input received from the Owner, update and finalize the PDR.
- 5.10 The Engineer will provide four copies and one electronic copy of the PDR marked "FINAL DRAFT". The PDR will be the basis of the detailed design.
- 5.11 Based on the information presented in the Final PDR, Engineer to perform design calculations as needed for the development of 60% and 90% detail design plans, technical specifications, including designs and layouts.
- 5.12 The design shall show the following:
 - 5.12.1 Proposed plan and profile of the lift station.
 - 5.12.2 Recommended pipe sizes, isolation valves, check valves, air release valves
 - 5.12.3 Recommended size and number of submersible pumps along with anticipated construction phasing.
 - 5.12.4 Dual compartment wetwell for cleaning and maintenance.
 - 5.12.5 Recommended odor control system.
 - 5.12.6 Flow meter on force mains.
 - 5.12.7 Concrete washdown area.
 - 5.12.8 Overhead monorail for pump removal.
 - 5.12.9 Radio telemetry initially with future fiber upgrade.
 - 5.12.10 Electric gate.
 - 5.12.11 Layout for future maintenance/storage/office building.
- 5.13 Present 60% and 90% draft plans to the Owner and CMAR for review accompanied by required specifications and OPCC as provided by the CMAR
- 5.14 Submit sets of 60% and 90% review documents marked "DRAFT" to the Owner when scheduled.
- 5.15 Meet with the Owner approximately 7 days following delivery of review documents to collect comments. Engineer will provide a written response to Owner comments and will modify documents incorporating required changes.
- 5.16 After completion of the 90% quality control review meeting, the Engineer shall advance the design to 100% completion.

- 5.17 Final Sealed Plans, will be provided by the Engineer after sealing the contract document sets: Four (4) sets of half size (11-in x 17-in) plans, four (4) specification books, electronic (PDF) files of plans and specifications.
- 5.18 Engineer shall submit required notification to the TCEQ. When requested, the Engineer shall provide plans and specifications to the TCEQ for review.

6. Force Mains

6.1 Evaluate Force Mains Route Options Provided by Preston Harbor Development

- 6.2.1 Conduct a desktop survey to layout proposed alignment. The distance of the force mains to be evaluated is approximately 10,000 linear feet.
 - 6.1.1.1 Using available lidar survey data, layout the proposed alignment to evaluate anticipated profile.
 - 6.1.1.2 Confirm that the route presented by the Preston Harbor Development will accommodate two force mains. The anticipated diameter size of the two force mains will be an 8-inch and a 16-inch.
- 6.2.2 Coordinate with the Owner's surveyor to survey the proposed force main alignment.
- 6.2.3 Provide a plan and profile of alignment surveyed.
- 6.2.4 Meet with the Owner to review the plan and profile and discuss recommendations for permanent and temporary construction easements widths.
- 6.2.5 Based on the evaluation, provide a route recommendation and associated easement widths.

6.2 Conduct hydraulic analysis for two force mains.

- 6.2.1 Confirm the buildout population to be served by the lift station.
- 6.2.2 The force main(s) hydraulics will consider: lift station wetwell size, development build schedule, and lift station pump sizing.
- 6.2.3 The hydraulic analysis will include flow impacts to the Duck Creek interceptor extending to the Duck Creek Lift Station.
- 6.2.4 Update the hydraulic wastewater model with the proposed improvements.
- 6.2.5 Conduct hydraulic surge analysis.

6.3 Develop preliminary plans based on the approved force main(s) alignment.

- 6.4 Based on site conditions, identify preliminary locations of any bore pits, air release valve assemblies, and any inline valves.
- 6.5 Develop preliminary layout for pig receiving manhole at the end of the force main that transitions to gravity.
- 6.6 Based on the information along the alignment, conduct Subsurface Utility Engineering (SUE) to identify any vertical or horizontal utility conflicts. Adjust the layout of the force mains as needed.

- 6.7 Prepare Preliminary Plan and Profile (P&P) sheets.
- 6.8 Prepare a Technical Memorandum (TM) of the Engineer's recommendations and submit to the City for review and comment. Meet with the City to review the Engineer's recommendations. Receive the City's comments and update the TM.
- 6.9 Prepare an Opinion of Probable Construction Cost (OPCC) based on the Preliminary Design
- 6.10 Advance the Preliminary Design to 60% and 90% Detail Design
 - 6.2.1 The information presented in the TM will be used to develop detailed design plan sheets.
 - 6.2.2 Update the hydraulic model to reflect any final alignment changes that occurred after the completion of the TM.
 - 6.2.3 Perform design calculations as needed for the development of 60% and 90% plans. Present 60% and 90% draft plans to the Owner for review accompanied by required specifications and an OPCC as described below. The Engineer will submit plans and specifications to inhouse quality control team for review and comment prior to submitting information to the Owner and CMAR. The construction plans at a minimum shall include:
 - 6.10.3.1 Plan sheets showing the following: proposed pipeline plan/profile, recommended pipe sizes, existing utilities and utility easements, and pertinent information needed to construct the project. Property lines, legal description (Lot Nos., Block Nos., and Addition Names) along with property Ownership shall be provided in plan view. Plans will reflect actual conditions to a distance of at least 50 feet on either side of the proposed pipeline.
 - 6.10.3.2 Plan sheet will reflect future site improvements planned by the Development.
 - 6.10.3.3 At 90% prepare specifications to fully describe the intended work and convey the intent of the design.
 - 6.10.3.4 The Engineer shall prepare design standards and special detail sheets for the force mains.
 - 6.10.3.5 Design shall include air release valve assembly locations to meet City standards.
 - 6.10.3.6 Design of the discharge structure/connection to the Phase V Interceptor and associated odor control system.
 - 6.10.3.7 Design of the pig receiving station.
- 6.11 The Engineer will consult with the Owner, public utilities, private utilities, TxDOT, the county and other facilities that have an impact or influence on the project.
- 6.12 Design will include road bores at TxDOT highway crossings and open trench design at City and County roads crossings.
- 6.13 The design will include details when crossing electrical, gas and communication utility lines.
- 6.14 Design of stream crossings as required. The design of bank stabilization will utilize rock rip rap and/or gabions as needed.
- 6.15 Submit sets of 60% and 90% review documents marked "DRAFT" to the Owner when scheduled.

- 6.16 Meet with the Owner approximately 7 days following delivery of review documents to collect comments. Engineer will provide a written response to Owner comments and will modify documents incorporating required changes.
- 6.17 At 90%, the OPCC will be updated in coordination with the CMAR.
- 6.18 After completion of the 90% quality control review meeting, the Engineer shall advance the design to 100% completion.
- 6.19 Engineer shall coordinate with the Owner to complete and submit TxDOT and county road permit applications for road and highway crossings and entrances.
- 6.20 Engineer will assist the Owner completing and submitting required franchise utility encroachment agreements.
- 6.21 Final Sealed Plans, will be provided by the Engineer after sealing the contract document sets: Four (4) sets of half size (11-in x 17-in) plans, four (4) specification books, electronic (PDF) files of plans and specifications.
- 6.22 Engineer shall submit required notification to the TCEQ. When requested, the Engineer shall provide plans and specifications to the TCEQ for review

7. CMAR Selection and Support Services

- 7.1 To assist the Owner in implementing the use of CMAR, Engineer will provide the services listed below. It is anticipated that the CMAR scope would include preparation of the construction, procurement and related construction schedule and OPCCs, which the Engineer would review; and would perform value engineering reviews of 30%, 60% and 90% review sets.
- 7.2 Request For Proposals: Engineer shall prepare the CMAR Request for Proposals (RFP) document and scoring rubric for a qualifications-based CMAR procurement process. This task includes up to two (2) coordination meetings with the Owner to finalize the documents.
- 7.3 Selection Assistance: Engineer shall provide the Owner technical assistance for a one-step CMAR procurement process, to support the review and selection of the CMAR. It is anticipated that this will include reviewing the submittals, providing review findings to the Owner and participating in interviews of CMAR candidate firms, if requested by the Owner.
- 7.4 Contract Development: Engineer shall prepare the CMAR contract document using Engineers Joint Contract Documents Committee (EJCDC) contract template as a basis. This task will include up to two (2) coordination meetings with the Owner to finalize the documents. The Owner will provide for any legal opinions needed in process.
- 7.5 Negotiation Assistance: Engineer shall provide assistance in negotiations for the initial CMAR contract. This will include up to two (2) rounds of negotiations.
- 7.6 CMAR Support Services
 - 7.2.1 Prepare a Notice of Award for the Owner to issue to the CMAR upon award of the Contract by the Owner with instructions of execution of the Contract Documents.
 - 7.2.2 Cost Estimating Coordination: Engineer shall coordinate with CMAR on the 30-percent, 60-percent and 90-percent cost estimates and review the detailed estimates and vendor packages to develop Guaranteed Maximum Price(s) (GMP).
 - 7.2.3 Assist the CMAR in obtaining proposals for the Vendor Quote Packages. Respond to requests for information and vendor questions.
 - 7.2.4 Perform proposal reviews for conformance to the specifications and contract documents.

- 7.2.5 Prepare proposal review summary and selection recommendation for each Vendor Quote Package proposal.
- 7.2.6 Support CMAR to resolve vendor exceptions and clarifications and Terms & Conditions noted in proposals.
- 7.2.7 Guaranteed Maximum Price (GMP) Development. Engineer shall review the contractor proposals and will provide assistance in the negotiations to arrive at the GMP(s).
- 7.2.8 Value Engineering Reviews and CMAR Schedule Coordination: Engineer will participate in twice monthly meetings with CMAR to discuss project schedules, and value engineering concepts and OPCCs and monthly meetings through the final design. Engineer will participate in value engineering concept meetings.
- 7.2.9 The Engineer, in coordination with CMAR shall prepare conformed specifications and drawings based upon the addenda and clarifications issued after 90-percent documents. Those documents will include up-to three (3) half-size sets and one (1) electronic copy of conformed construction plans, three (3) hard copy sets and one (1) electronic copy of executed and conformed construction specifications, and one (1) full-size set and one (1) electronic copy of conformed construction plans.
- 7.2.10 The Engineer will furnish three (3) hard copy sets and one (1) electronic copy of final plans and specifications to the Owner.

8 Environmental 408/USACE Permitting Support

This task will be conducted for the waterlines, interceptors and force mains in the agreement. The Environmental Permitting Support provides for the Engineer to review environmental documentation for the project. Engineer will have primary responsibility for providing support to identify environmental issues during preliminary phases of potential alignment evaluations. The budget is based on these items of work. Other items of work that may be requested are provided for in Additional Services. The Basic Services are based on the assumption that ENGINEER will first perform desktop alignment analysis of alternative pipeline routes, then preliminary field survey to identify possible environmental issues on the ground that will provide information for refinement of the preferred water and wastewater pipeline alignments. Proposed pipeline alternative alignments will be provided to Engineer's scientists for environmental review.

- 8.1 Desktop Review- Engineer will perform desktop review including review of USGS topographic maps, National Wetland Inventory maps, soil survey maps, and available aerial photographs to identify potential environmental issues associated with proposed pipeline alignments. Engineer will utilize this input to identify a preferred pipeline alignment.
- 8.2 For those parcels needing Right of Entry (ROE), Engineer will coordinate with the Owner to acquire ROE to the properties, scheduling and preparation for the field investigation. Will include:
 - 8.2.1 Engineer will walk the recommended alignment using both environmental staff and pipeline design staff to observe information related to potential environmental resources. Owner staff will also participate in fieldwork activities. Information documented through notes and photographs will include, but not be limited to:
 - 8.2.1.1 Current land use
 - 8.2.1.2 Riparian areas
 - 8.2.1.3 Jurisdictional waters of the U.S., including wetlands
 - 8.2.1.4 Upland areas

8.2.1.5 Vegetation

8.2.1.6 Soils

8.2.1.7 Threatened and endangered species

- 8.3 Engineer will provide results of the field investigation via photo documentation and a GIS shapefile noting any Areas of Concern. These shapefiles will have attributes related to the resource size and the potential regulatory coordination required. These shapefiles will be incorporated into the alignment study to help guide the preliminary design decisions to avoid and minimize impacts to Areas of Concern.
- 8.4 Cultural resources activities will be conducted at the site and along recommended pipeline alignment. Refer to Special Services for the cultural resources scope of work. If impacts to Waters of the US (WOTUS) are such that a USACE 404 Nation Wide Permit (NWP) is likely to be required, Engineer will conduct a separate field environmental investigation required to prepare environmental documentation for the preferred pipeline alignment as a part of Additional Services. This will include documentation of the following:
- 8.4.1 Aquatic Resources Delineation Report (ARDR) and documentation required by Section 404 of the Clean Water Act for permit submittal.
- 8.4.2 Letter report documenting the findings of the survey for threatened or endangered species and/or designated critical habitat within the project site.
- 8.5 The evaluation of archeological and historic resources is required. A qualified project archeologist will review the pipeline alignment. The qualified archaeologist will evaluate and compile background cultural resources information into an Antiquities Code of Texas (ACT) and Section 106 (National Historic Preservation Act) coordination letter for delivery to the Texas Historical Commission (THC). This coordination letter will also be sent to the USACE as required. The Cultural Resources Survey and documentation required will be provided and included in Special Services.

9 Construction Administration Services

- 9.1 For the five (5) elements of the project (waterline, interceptor, lift station, truck receiving station, and force mains), represent the Owner in Non-Resident construction administration support. In this capacity, the construction administration duties shall not place any responsibility on Engineer for the techniques, sequences and methods of construction or the safety precautions incident thereto, and the Engineer will not be responsible or liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.
- 9.2 Engineer will attend and assist the Owner in conducting up to one (1) preconstruction meeting for each of the following projects: waterline, interceptor, lift station, truck receiving station, and force mains.
- 9.3 Make an average of one visit each month to each site during construction beginning with the date of execution of a construction contract by the Owner to observe the progress and the quality of work and attend a construction progress meeting. The Engineer shall become familiar with the progress and quality of the work completed and will determine in general if the work when completed will be in accordance with the contract documents. In addition, on the basis of on-site observations as an Engineer, the Engineer shall exercise reasonable care and due diligence in discovering and promptly reporting to the Owner any defects or deficiencies in the work of Contractor or any subcontractor. The Owner's approval, acceptance, use of, or payment for all or any part of the Engineer's services hereunder or the Project itself shall in no way alter the Engineer's obligations or the Owner's rights hereunder.

- 9.4 Meet and review construction progress with Owner inspectors, or 3rd Party Inspection personnel under contract with the Owner, during the monthly site visits.
- 9.5 Exhaustive or continuous on-site inspections by the Engineer to check quality or quantity of the work or material shall be considered a Special Service.
- 9.6 Provide Engineering surveys in AutoCAD format to establish benchmarks and reference points for construction, one time only. Construction staking shall be considered an ADDITIONAL SERVICE.
- 9.7 Conducting, with the Owner's representative, a final inspection of the Project for conformance with the design concept of the Project and general compliance with the contract documents.
- 9.8 General Contract Administration, Submittal Review and Record Drawing Preparation
- 9.9 For each of the 5 elements of the project, review, evaluate and prepare routine change orders or proposed contract modifications typical for the scope and size of the improvements included. Review up to four (4) Contract Modification Requests/Proposed Contract Modifications (CMR/PCM). Prepare up to two (2) Change Orders (CO) and up to four (4) Field Orders (FO) for execution by the Owner. Additional authorized CMR/PCM review or CO/FO preparation in excess of the specified number will be considered an ADDITIONAL SERVICE.
- 9.10 Review and answer request-for-information (RFI) typical for the scope and size of the improvements included. It is anticipated that the Engineer will review and respond to up to a total of ten (10) RFIs. Review of authorized RFIs in excess of the specified number will be considered an ADDITIONAL SERVICE.
- 9.11 Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the project and compliance with the information given by the Contract Documents; and assemble written guarantees which are required by the Contract Documents. It is anticipated that the Engineer will review and respond to up to a total of thirty (30) shop drawing submittals. Documents received and filed as record data (not reviewed by the Engineer) are not considered shop drawing submittals. Additional authorized shop drawing submittals will be considered an ADDITIONAL SERVICE.
- 9.12 Review and comment on the certificate of completion and the recommendation for monthly progress payments to the Contractor. Verification of quantities and completion of work shall be the responsibility of assigned Owner or 3rd Party Resident Representative Staff. Such verifications shall take place in advance of the Engineer's review.
- 9.13 Review and comment on the certificate of completion and the recommendation for final payment to the Contractor following final inspection of the completed Project.
- 9.14 Revise contract drawings with reference to the Contract Document required "red line" notations and the assistance of assigned Owner or 3rd Party Resident Representative Staff. Revised drawings shall reflect available information as to how the work was constructed. Furnish a set of the revised drawings to the Owner.

10 Limited On-Site Project Representation Services

- 10.1 The Engineer shall furnish a Limited On-Site Project Representative ("LOPR") to assist Engineer in observing progress and quality of the Work. The LOPR shall provide part-time representation based on no more than forty (40) site visits. The site visits are anticipated to have durations of up to eight (8) hours. If additional time is required, the Engineer will receive additional compensation or relief by Owner's personnel.

10.2 Through the LOPR's observations of the contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such LOPR field checks or as a result of such LOPR observations of Contractor's work in progress, supervise, direct, or have control over contractor's Work, nor shall Engineer (including the LOPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including LOPR) neither guarantees the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

10.3 The duties and responsibilities of the LOPR are as follows:

10.3.1 LOPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding LOPR's actions. LOPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. LOPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. LOPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

10.3.2 Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.

10.3.3 Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

10.3.4 Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

10.3.5 Conduct on-site observations of Contractor's work in progress to assist in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to Engineer whenever LOPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that LOPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

10.3.6 Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10.3.7 Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

10.3.8 Participate in monthly construction progress meetings with the Owner and contractor.

- 10.3.9 Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- 10.3.10 Participate in a final visit to the Project in the company of Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- 10.3.11 Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- 10.3.12 LOPR shall not:
 - 10.3.12.1 Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 10.3.12.2 Exceed limitations of Engineer's authority as set forth in this Agreement.
 - 10.3.12.3 Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.
 - 10.3.12.4 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
 - 10.3.12.5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - 10.3.12.6 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - 10.3.12.7 Authorize Owner to occupy the Project in whole or in part.

Owner Provided Services

Topographic Survey –

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

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

3. Right-of-Way (ROW) and Property Survey will locate and tie existing ROW, property lines and easements including type, size, volume and page, where applicable.
4. Survey will horizontally and vertically pick up surface features; drainage features; building locations; fences/retaining walls; trees and/or tree lines; roadways; railways; and city, county and franchise utilities (as provided by Texas 811 utility locate request) within the project area.
5. Fences and retaining walls surveyed shall include location, height, and material type for fences located in the project limits.
6. The survey of trees shall include caliper size trunks approximately 6-in and larger. Based on the judgement of the Engineer the edge (tree line) of groups of trees or shrubs may be substituted for the survey of all trees within heavily wooded areas. In such areas the ENGINEER shall survey trees that exceed 12-in caliper size. Identification of tree species beyond that provided under Basic Services shall be provided as an Additional Service.
7. Methods and precision. Survey coordinates will be reported on the Texas State Plane Coordinate System, NAD83 (+/- 0.01 feet) with vertical coordinates reported in the NAVD 88 Vertical System (+/- 0.01 feet). Horizontal and vertical control will be set using post-processed GPS static methods. Data will be collected using RTK GPS and robotic total stations for the majority of the survey.
8. Engineer will research boundaries, subdivision plats, ROW and easements of which the surveyor has knowledge, which may affect the physical boundaries of the project. Easements with volume and page numbers will be identified and labeled in the survey submittal. Research will include public record resources, including but limited to: county records; TxDOT records; franchise utility records (gas, telephone, electric, cable and others); ownership or easement records as available; and title/abstracting reports from owner on proposed easement parent tracts.
9. The budget for survey established in this contract assumes full ground survey of the project limits. Billings will be based on actual work performed by the surveyor (whether ground survey, aerial survey or both).

Deliverables

- Topographic Survey
 - CAD Format: AutoCAD Civil3D 2013 format CAD files
 - Project Scale: 40 scale
 - Base Map: An electronic base map at 1:1 scale (base unit US Survey Foot) containing pertinent topographic field data will be prepared.
 - APAI CAD Drafting Standards including layers and styles to be used.
 - Text will be oriented with North being true reading West to East.
 - The base map shall be in AutoCAD DWG format.
 - DTM generated contours shall have one foot minor and five foot major intervals
 - XML surface file, defining the AutoCAD Civil 3D surface.

Geotechnical Investigation –

Geotechnical investigation of the lift station site, truck receiving station, and bores along the force main, will be provided by the Owner and shall generally include up to four soil borings and more specially meet the following scope of work:

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

- Cohesion
 - Particle size and gradation
 - Atterburg's limits
 - Unified Soil Classification
 - Internal soil friction angle
 - Void ratio
 - Elastic modulus
 - Resistivity
 - pH
 - oxidation-reduction potential
 - sulfides
 - moisture content
2. The geotechnical budget allowance is based on three soil borings up to 50 feet total depth (TD) each and one boring up to 60 feet TD. The borings will be backfilled using cuttings and bentonite chips. Actual work required will be refined as the PROJECT progresses.

Deliverables

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

11 Special Services

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

11.1 Cultural resources activities will be conducted at the site and along recommended pipeline alignment and will include:

- 11.1.1 Perform a records search to determine if cultural resources have been recorded in the vicinity of the proposed pipeline alignments. This will include checking the records on the Texas Archaeological Site Atlas website and at the Texas Archaeological Research Laboratory in Austin. In addition, USGS maps, TXDOT maps, and other historical maps and records will be reviewed from available sources. Sub-consultant will prepare a coordination letter and submit it to the Texas Historic Commission for concurrence.
- 11.1.2 The Cultural Resources Sub-consultant will prepare a scope of work for cultural resources field survey and submit an application for an Antiquities Permit to THC. Subconsultant will perform a Phase 1 pedestrian survey of the proposed pipeline alignment. Survey standards will meet the minimum requirements as defined by the THC.
- 11.1.3 The field survey scope of work includes potential shovel testing along the entire alignment where there is good reason to expect that buried prehistoric site deposits are to be encountered at depths of less than one meter. Excavation shovel tests will be more numerous in those locations deemed to have a high probability in the field. Shovel test matrices either will be screened through ¼ inch hardware cloth screens or broken manually and inspected if the clay content is too high to allow for effective screening. Records, maps and photographs will be kept and will become a part of the permanent record. If backhoe trenching is required by the THC, it will be considered as an Additional Service.
- 11.1.4 Any standing structures 45-years-old or older within the area of potential effect (APE) of the pipeline route will be photographed and recorded. Based on the age and condition of the standing structure, an architectural historian may be consulted (as an Additional Service) to

determine if the structure is eligible for listing on the National Register of Historic Places (NRHP).

- 11.1.5 Site boundaries (i.e., the limits of any archaeological sites or structures that are identified during the survey) will be defined on the horizontal plane and deposit depth will be defined through the use of shovel tests in compliance with standards referenced in Section 2 of the Texas Antiquities Code (TAC) 26.20.
- 11.1.6 After conducting field investigation activities, a draft Cultural Resources report, which will meet the report standards of the Council of Texas Archaeologists and adopted by the THC, will be prepared and submitted to the OWNER for review. The report will conclude with recommendations with regard to whether further work within the project area is warranted or not, including appropriate justifications for any recommendations for further work based on TAC requirements from Chapter 26. After OWNER's comments are addressed, the report will be sent to the THC and if needed, the USACE for review. Following receipt of review comments from THC and USACE, one copy of the final report will be delivered to the THC and USACE. The final report will be responsive to review comments. OWNER will be provided three (3) hard copies of the report and electronic files formatted for archiving in the OWNER's GIS system.

11.2 Subsurface Utility Engineering (SUE)

- 11.2.1 Perform up to twenty (20) nondestructive SUE Quality Level A (QL A) "locates" of up to 15 feet deep for use within project constructions limits. This shall be done using vacuum excavation or another appropriate nondestructive technique.
- 11.2.2 Collect and employ SUE Quality Level B (QL B), Quality Level C (QL C) and Quality Level D (QL D) data as necessary to assist in locating the utilities. Coordinate collection of SUE Quality Level C (QL C) data in conjunction with the project survey including use of applicable parties including utility Owners and one call locates.
- 11.2.3 Billings will be based on actual work performed by the SUE subcontractor.

12. Additional Services

- 12.1. Additional Services are those services not included in General Services that may be required for the Project, but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following:
 - 12.1.1. Design of other improvements not identified in Basic Services.
 - 12.1.2. Additional meetings or site visits other than those listed in Basic Services.
 - 12.1.3. Development of detailed drawings and specifications for removal and replacement of the fine bubble diffusers in the aeration basins.
 - 12.1.4. Surveying, including, but not limited to topographic surveying.
 - 12.1.5. Population or flow projections.
 - 12.1.6. Other services beyond those included in Basic Services that are approved by the Owner.
 - 12.1.7. Providing additional hard copies of technical memorandums, reports, plans, specifications, OPCCs, and contract documents beyond those specifically described in Basic and Special Services.

- 12.1.8. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation, review, or payment of fees for environmental assessments and impact statements, storm water discharge permits, 404 permit applications, or any other type of permit; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 12.1.9. Services to investigate existing conditions of facilities (in addition to those furnished under Basic Services), make measured drawings of, or to verify the accuracy of drawings or other information furnished by Owner or others.
- 12.1.10. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
- 12.1.11. Modifications to the design of improvements previously approved by the Owner by acceptance without comment on conceptual or detailed design progress submittals.
- 12.1.12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 12.1.13. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof or other services attributable to more than one prime construction contract.
- 12.1.14. Providing renderings or models for Owner's use.
- 12.1.15. Preparation of operation and maintenance manuals if not already in the scope of services.
- 12.1.16. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required.
- 12.1.17. Services in making revisions to drawings and specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the construction contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the project; evaluation and determination of proposed "or equals" or substitutions, whether proposed before or after award of the construction contract, above the number specified under Basic Services.
- 12.1.18. Services requiring out-of-town travel of Engineer other than for visits to the Site or Owner's office.
- 12.1.19. Providing construction surveys and staking to enable Contractor to perform its work.
- 12.1.20. Property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

- 12.1.21. Processing additional shop drawings, operation and maintenance manuals, requests for information, payment requests/applications, or contract modifications above the numbers specified under Basic Services.
- 12.1.22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
- 12.1.23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
- 12.1.24. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
- 12.1.25. Easement acquisition assistance or aid in acquiring property in fee, including in-house labor by the Engineer, subconsultant services or property appraisals.
- 12.1.26. Corrosion studies.
- 12.1.27. Sanitary sewer odor studies.
- 12.1.28. Archeological investigations.
- 12.1.29. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 12.1.30. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- 12.1.31. GIS processing of geophysical and/or geotechnical data beyond the assumptions provided in Basic or Special Services.
- 12.1.32. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- 12.1.33. Public relation activities.
- 12.1.34. Services known to be required for completion of the Project that the Owner agrees are to be furnished by the Engineer or by a subconsultant that cannot be defined sufficiently at this time to establish the maximum compensation.
- 12.1.35. Services in connection with work change directives and change orders to reflect changes requested by Owner.

13. SCHEDULE

The project elements include the following:

- 1. Phase II and Phase III of the Northwest Waterline.
- 2. Phase IV and Phase V of the Northwest Interceptor.
- 3. Sanitary sewer truck receiving station.
- 4. Preston Harbor Lift Station, phased for buildout.

5. Dual force mains (8-inch and 16-inch) to connect lift station to Phase V wastewater line.

The project milestones include the following:

- Phase II Northwest Waterline*
 - 90% Design – December 2023
 - 100% Design – January 2024
 - Construction begins – March 2024
 - Substantial Completion – June 2024
- Phase III Northwest Waterline*
 - 90% Design – December 2023
 - 100% Design – January 2024
 - Construction begins – March 2024
 - Substantial Completion – December 2024
- Phase IV and Phase V*
 - 90% Design – December 2023
 - 100% Design – February 2024
 - Construction begins – March 2024
 - Substantial Completion – December 2025
- Sanitary Sewer Truck Receiving Station
 - 30% Design – December 2023
 - 90% Design – April 2024
 - 100% Design – May 2024
 - Construction begins – June 2024
 - Substantial Completion – December 2024
- Preston Harbor Lift Station
 - 30% Design December 2023
 - 90% Design April 2024
 - 100% Design May 2024
 - Construction begins on the wetwell – July 2024
 - Substantial Completion on the wetwell – July 2025
 - Construction begins on phase 1 of the pumps and electrical/instrumentation – August 2024
 - Substantial Completion on phase 1 of the pumps and electrical/instrumentation – December 2025
- Force Mains
 - 30% Design – December 2023
 - 90% Design – April 2024
 - 100% Design – May 2024
 - Construction begins – August 2024
 - Substantial Completion – July 2025

Final completion of construction will occur 30 days following scheduled substantial completion dates. The Construction Phase services are based on a final construction schedule as noted above. If the construction schedule is extended, the additional meeting time and site visits would be considered an Additional Service and the Engineer will be entitled to additional compensation.

* Schedule assumes USACE approval and easement acquisition by the Owner that supports the construction dates noted.

Exhibit B

Compensation

1. Basic Services of Engineer

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

BASIC SERVICES – Tasks 1-9 Compensation for Engineering Services shall be Lump Sum and shall not exceed the amount of \$5,228,412.

BASIC SERVICES – Task 10 Compensation for Engineering Services shall be based on actual hours and costs in accordance with Exhibit B-1 and shall not exceed \$400,000.

2. Special Services of Engineer

Special Services of Engineer, which may be required by the Owner, shall be based on actual hours and costs in accordance with Exhibit B-1. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a ten percent (10%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

Task 11.1 Cultural resources activities – A budget allowance of \$86,000

Task 11.2 SUE – A budget allowance of \$20,000

3. Additional Services of Engineer

Additional Services of Engineer, which may be required by the Owner, shall be based on actual hours and costs in accordance with Exhibit B-1. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a ten percent (10%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

ADDITIONAL SERVICES – A budget allowance of \$40,000 has been included for Additional Services.

4. Definitions

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

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

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

5. Summary of Compensation

BASIC SERVICES – Tasks 1-9 Lump Sum not-to-exceed \$5,228,412.

BASIC SERVICES – Task 10 Hourly time and material not-to-exceed \$400,000

SPECIAL SERVICES - Hourly time and material not-to-exceed \$106,000.

ADDITIONAL SERVICES – Hourly time and material not-to-exceed \$40,000.

TOTAL COMPENSATION – Not-to-exceed \$5,774,412.

**TABLE B-1
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2023**

Staff Description	Staff Code	Range of Billing Rates
Admin Staff	A1-A3	\$ 85.00 - \$ 115.00
Senior Admin Staff	A4	\$ 100.00 - \$ 125.00
Designer/Technician	C1-C2	\$ 80.00 - \$ 130.00
Designer/Technician III	C3	\$ 110.00 - \$ 140.00
Senior Designer/Technician	C4	\$ 130.00 - \$ 180.00
Engineer/Scientist Intern	ES0	\$ 50.00 - \$ 95.00
Engineer-in-Training/Scientist-in-Training	ES1-ES2	\$ 95.00 - \$ 150.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$ 100.00 - \$ 170.00
Project Engineer/Scientist	ES4	\$ 120.00 - \$ 190.00
Senior Project Engineer/Scientist	ES5	\$ 135.00 - \$ 210.00
Project Manager	ES6	\$ 180.00 - \$ 290.00
Senior Project Manager	ES7	\$ 220.00 - \$ 300.00
Principal I	ES8	\$ 275.00 - \$ 350.00
Principal II	ES9	\$ 325.00 - \$ 430.00
Electrical Engineer in Training I	EE1	\$ 95.00 - \$ 140.00
Electrical Engineer in Training II	EE2	\$ 110.00 - \$ 150.00
Electrical Engineer in Training III	EE3	\$ 130.00 - \$ 180.00
Electrical Specialist	EE4	\$ 150.00 - \$ 210.00
Programmer	EE5	\$ 165.00 - \$ 240.00
Programmer II	EE6	\$ 170.00 - \$ 260.00
Senior Electrical Engineer	EE7	\$ 260.00 - \$ 330.00
Construction Manager in Training (CMIT)	CM 1 - 3	\$ 95.00 - \$ 170.00
Construction Manager	CM 4 – CM 6	\$ 120.00 - \$ 290.00
Sr. Construction Manager	CM 7 – CM 8	\$ 220.00 - \$ 350.00
Resident Project Rep. I	RR1	\$ 85.00 - \$ 120.00
Resident Project Rep. II	RR2	\$ 100.00 - \$ 130.00
Resident Project Rep. III	RR3	\$ 105.00 - \$ 170.00
Lead Resident Project Rep.	RR4	\$ 120.00 - \$ 180.00
Field Technician I	LS1	\$ 65.00 - \$ 100.00
Field Technician II	LS2	\$ 80.00 - \$ 130.00
Survey Specialist I	LS3	\$ 100.00 - \$ 140.00

Survey Specialist II	LS4	\$ 110.00 - \$ 145.00
Survey Analyst	LS5	\$ 115.00 - \$ 155.00
Chief of Parties	LS6	\$ 125.00 - \$ 170.00
Registered Professional Land Surveyor	LS7	\$ 225.00 - \$ 295.00

Billing rates are based on "salary cost" times a multiplier of 2.3.

Salary cost is based on direct payroll costs times 1.43. Salary cost includes direct payroll costs, payroll taxes, vacation, holiday, sick leave, employee insurance, and other fringe.

Range of billing rates shown may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement. The multipliers shown will not be adjusted.

A multiplier of 1.15 will be applied to all direct expenses.

A multiplier of 1.10 will be applied to all sub-consultant expenses.

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

Exhibit C

Insurance

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

I. Workers Compensation and Employer's Liability:

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

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

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

Required Endorsements:

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

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

Notice of Cancellation – as required by Section 6 below.
Waiver of Subrogation – as required by Section 7 below.

III. Umbrella Liability:

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

Required Endorsements:

Notice of Cancellation – as required by Section 6 below.
Waiver of Subrogation – as required by Section 7 below.

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

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

Required Endorsements:

Notice of Cancellation – as required by Section 6 below.

Waiver of Subrogation – as required by Section 7 below.

V. Professional Liability:

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

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

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

VII. Waiver of Subrogation:

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

VIII. Evidence of Insurance:

Certificates of Insurance shall be attached hereto.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on repairing or replacing the enclosure structure at Waterloo Pool.

Staff Contact

Justin Eastwood, Director of Parks and Recreation

jeastwood@cityofdenison.com

903-465-2720 ext. 2513

Summary

- Huitt-Zollars, Inc conducted a structural assessment of Waterloo Pool beginning in July 2023 to investigate the areas of corrosion in the structural steel members and determine the structural adequacy of the pool enclosure structure.
- The assessment determined the enclosure has suffered extreme corrosion in the areas of the base plates, anchor bolts, columns of end-wall framing, wall girts, and the light gage purlins over the pool.
- Besides the corrosion found, elements that form the lateral load resisting system appear to be missing and has reduced capacity due to corrosion in critical areas. No connection between the braced roof and the portal frames were found. The connection of the portal frames at their foundation have been severely compromised due to corrosion. No system of cross bracing in the plane of the end walls were found, and no rigid frame was found for the end walls.
- Because of the level of damage and the lateral system deficiency, the 2018 Existing Building Code requires the building to be brought up to the current building code.
- Two solution options for consideration are: repair the natatorium structure and enclosure or replace the natatorium structure and enclosure.

Staff Recommendation

Staff makes no recommendation and rather seeks direction from the Council on preferred option.

Recommended Motion

"I move to (insert Option A or Option B here)."

Background Information and Analysis

Waterloo Pool is a staple in our community that not only provides a place to promote health and wellness, but it is also a place where our citizens have established a sense of community and family. It was built in the mid to late 1960s, the enclosure was added in 1990, and cover modifications were made in 1996. The middle peak area of the roof was designed to be opened by motors. The motors and/or mechanisms do not currently work. Staff needs to coordinate with a specialized contractor to partially open the enclosure. The facility is made up of three main components: the main pool, bathhouse, and office; a remote structure that houses pool support offices; and an enclosed pool pump structure with an adjacent outdoor pool filter cover.

In July 2023, the City of Denison retained the services of Huitt-Zollars, Inc to conduct a structural assessment of the pool enclosure. The purpose of the assessment was to investigate the areas of corrosion in the structural steel members and determine the structural adequacy of the pool enclosure structure. The assessment determined the Waterloo Pool enclosure is in need of repairs and is in poor condition due to the nature of the corrosion that has taken place and lack of a well-defined lateral load resisting system. Because of the level of damage, the 2018 Existing Building Code requires the building to be brought up to the current building code. That starts with the repair/replacement of damaged members and the analysis of the structure based on the code prescribed loads of the current City of Denison Building Code which is based on the 2018 International Building Code. In the near term, use of the pool enclosure should cease during periods with wind speeds predicted to be in excess of 25mph as the compromised column bases could fail in higher winds. Plans to repair or replace and a structural analysis of the enclosure should be developed and implemented as soon as practical. Serious consideration should be given to the inclusion of an upgraded HVAC – dehumidification system to be included with the repaired or replaced structure. HZ believes this would lead to a healthier environment and reduce the effects of corrosion caused by chlorine in the air.

Two solution options for consideration are as follows:

Option A: Repair the natatorium structure and enclosure (20-year option)

- Structural repairs
- HVAC and Dehumidifier System
- Stiffening of Shelter
- Design – 6 weeks
- Bidding/Award – 6 weeks
- Construction – 3 months
- Estimated cost \$2.4 M

Option B: Replace the natatorium structure and enclosure (50-year option)

- New building envelope/enclosure
- New steel structure
- Enclosure for mechanical pumps
- New electric/lighting
- HVAC and Dehumidifier System
- Stiffening of Shelter
- Design – 4 months
- Bidding/Award – 6 weeks
- Construction – 6 months
- Estimated cost \$4.8M

Financial Considerations

\$2.4M for “Option A” or \$4.8M for “Option B.” Payments for the project will come out of the Parks and Recreation Fund- Fund 071- Aquatic Fund Fee.

Prior Board or Council Action

None.

Alternatives

The Council may table this agenda item.

WATERLOO POOL IMPROVEMENTS

New HVAC and
Dehumidifier
System

Support
platform

HVAC
distribution
ductwork

Remove and
reinstall
translucent panels

Structural repairs
of existing steel
structure

Stiffen of
shelter

OPTION 1 – REPAIR ENCLOSURE

TIMELINE: 6 MONTHS
ESTIMATED COST \$2.4M

WATERLOO POOL IMPROVEMENTS

New HVAC and
Dehumidifier
System

Pool
Mechanical
Enclosure

New HVAC
distribution
ductwork, and
lighting

Stiffen of
shelter

New building
envelope, roof, walls,
windows, skylights

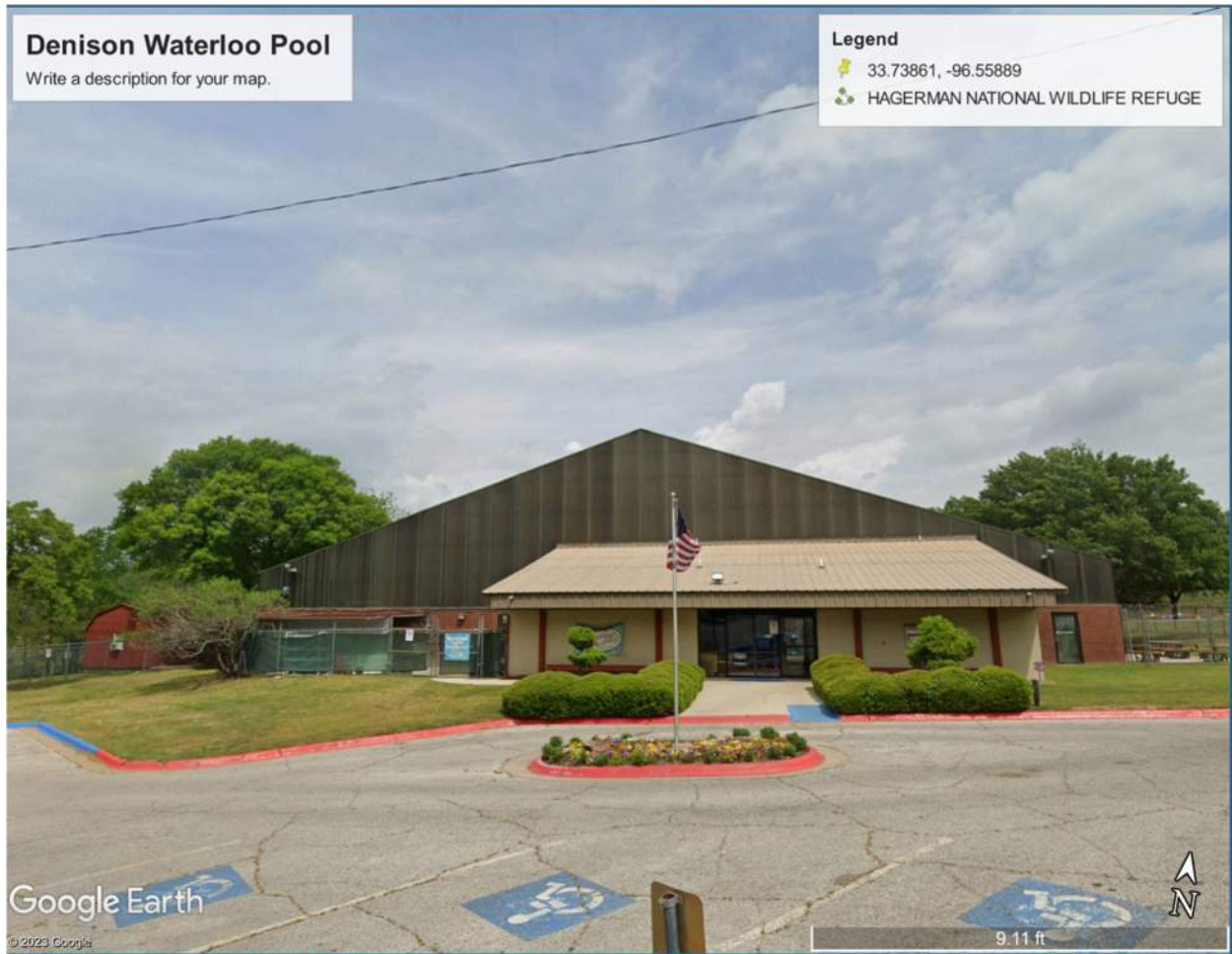
New steel
structure and
lower CMU walls

OPTION 2 – ENCLOSURE REPLACEMENT

TIMELINE: 12 MONTHS
ESTIMATED COST \$4.8M



City of Denison Waterloo Pool Enclosure Structural Assessment



HUITT-ZOLIARS

TBPE Firm # F-176
500 W. 7th St, Suite 300
Fort Worth, TX 76102
817-335-3000



City of Denison Waterloo Pool Enclosure
Structural Assessment

Table of Contents

Overview 4

Scope..... 4

Findings 5

Recommendations 6

Engineer's Opinion of Probable Construction Costs.....7

Attachment A: Assessment Notes..... 8

Attachment B: Assessment Photos 11

City of Denison Waterloo Pool Enclosure

Structural Assessment

Overview

Huitt-Zollars, Inc. (HZ) was retained by the City of Denison, Texas (The City) to perform a visual structural assessment of the Waterloo Pool Enclosure located at 1501 W. Brock St. in Denison, Texas. The purpose of the assessment was to investigate the areas of corrosion in the structural steel members and determine the structural adequacy of the pool enclosure structure. The HZ Assessment Team consisted of William A. Wallace, PE and Bea Goldflam, Structural Intern. See Attachment A for information received from the City of Denison.

Huitt-Zollars conducted a site visit on July 21 to perform the visual assessment of the enclosure. Huitt-Zollars' licensed engineer were accompanied by an intern for the City of Denison for a short time during the inspection.

The City provided HZ record drawings that consisted of structural framing plans that did not match the in-place structure. HZ engineers utilized the provided drawings to make notes during the assessment. The provided drawing provided insight into the possible Building Code, wind loads, and column reactions that the Waterloo Pool would have been designed. The City located an additional set of drawings and made those available to the HZ Assessment Team about a week after the afield assessment. The drawing consisted of the Roof Framing Plan that was used for a renovation of the pool enclosure. The drawings were dated November 5, 2004. The renovation consisted of removing and replacing all "Secondary" members of the roof and walls. The new secondary members were to be either "Cee's, Zees, or Tubes" as noted on the drawings. No sizes of the members were provided, but they were to be light gage members.

Scope

The City of Denison desired to have a visual structural investigation be performed on the steel enclosure framing members, which covered the swimming pool, that had shown signs of corrosion. It is believed the original pool enclosure was installed circa 1990. The pool with the masonry portion was constructed earlier or at the same time as the original enclosure. The enclosure is approximately 136'-8" by 120'-3" in plan with an approximately 18'-0" eave height. The gable roof slope is 4V:12H roof slope with a single clear span above the pool. The clear span is created with the use of Structural steel rigid frames spaced at 20'-0" on center. There is cross bracing in the plane of the roof and one structural steel portal frame on each side of the structure in the longitudinal direction. Detailed scope is listed below:

Structure Assessment

- Assessing the current structural condition to determine if the enclosure is safe for use under all circumstances without repairs. Assessment shall consider all load-bearing members and pertinent exterior building surfaces, including but not limited to roof framing, roof decking, structural frames, wall framing, roof and wall cladding, etc.

City of Denison Waterloo Pool Enclosure

Structural Assessment

- Assessment will be based on the 2018 International Building Code (IBC) and International Existing Building Code (IEBC) which are parts of the City of Denison Building Code.
- Prepare a report documenting the condition of the structure and instructions on the use of the building going forward if restrictions are recommended.
- Provide an Engineer's Opinion of Probable Construction Costs for the repair.

Findings

The enclosure consists of five (5) rigid frames spaced at 20-ft centers and two (2) end-wall frames at 20-ft from the first and last rigid frame. The bottom 3 to 5 feet of the rigid frames have suffered extreme corrosion with most of the base plates and anchor bolts nearly 80% to 100% corroded. The load carrying capacity of these members near their bases are minimal at best. From about 5-ft above the floor to the remaining portions of the rigid frames, only slight signs of corrosion could be seen. There are spots where the paint has bubbled up which indicates corrosion is undergoing beneath the paint surface. The bottoms of some of the rigid frame columns showed signs of a previous repair that has now corroded. The portal frames that stabilize the building in the longitudinal direction were bolted to the rigid frame webs and attached at the bottom by 2 to 3 inches of weld to the base plate of the rigid frame. The portal frames do not have their own base plates.

The columns of the end-wall framing are all suffering from the effects of corrosion. The light gage Cees and tubes and their base plates have undergone the worst case of corrosion ever seen by the Assessment team. There was practically no section remaining for the light gage end-wall framing columns except for whatever was embedded in the brick masonry wainscot which is 8-ft high. These members are supporting the end-wall framing and wall cladding. There are some structural steel wide flange sections of the end-wall that are also supporting end-wall framing and cladding. Significant corrosion has happened to those members and their base plates as well.

The wall framing consists of light gage wall girts that span from rigid frame to rigid frame or from end-wall column to end-wall column. The girts are spaced vertically at about a 5-ft spacing. Wall girts sit atop the 8-ft high wainscot and are spaced up from that level until reaching the eaves of the roof. Wall girts at the 8-ft level are corroded, and the level of corrosion is less as the elevation of the girt increases. However, all the girt to column connections are severely corroded and some appear to be missing bolts. There are spots of corrosion on girts that had holes cut in their webs to pass rods through. It appears the holes were

City of Denison Waterloo Pool Enclosure

Structural Assessment

cut in the field with a cutting torch. No system of sag rods were noted during the assessment and no eave strut that could serve as sag rod support were found. Wall-girts appear to have been galvanized. Anodized aluminum was marked out on the drawings, so it is assumed light gage steel is used in the facility. Aluminum in contact with steel will cause accelerated corrosion in the structural steel.

The light gage purlins, which consist of Zee shapes, had a few spots of corrosion mainly over the pool. On closer inspection, more corrosion could probably be found. The Zee shapes have the advantage of being able to shed chlorine-saturated moisture by having their bottom flanges sloping downhill. The roof purlins appear to be either galvanized or made out of aluminum. Anodized aluminum was marked out on the supplied drawings.

The wall and roof cladding consists of polycarbonate panels that are supported by roof purlins and wall girts. No details were found in the drawing that was provided that gave an indication of how the polycarbonate panels are connected to the purlin and girts.

The cross bracing in the plane of the roof showed no signs of corrosion that could be seen with the use of zoom lenses of cameras.

Besides the corrosion found, elements that form the lateral load resisting system appear to be missing and has reduced capacity due to corrosion in critical areas. No connection between the braced roof and the portal frames were found. The connection of the portal frames at their foundation have been severely compromised due to corrosion. No system of cross bracing in the plane of the end walls were found, and no rigid frame was found for the end walls. These are serious and goes to the stabilization of the building in the longitudinal direction.

Inspection notes and photos are provided in Appendices A and B respectively.

Recommendations

Based on our visual assessment, the Waterloo Pool Enclosure is in need of repairs and is in poor condition due to the nature of the corrosion that has taken place and lack of a well-defined lateral load resisting system. Because of the level of damage and the aforementioned lateral system deficiency, the 2018 Existing Building Code requires the building to be brought up to the current building code. That starts with the repair/replacement of damaged members and the analysis of the structure based on the code prescribed loads of the current City of Denison Building Code which is based on the 2018 International Building Code.

City of Denison Waterloo Pool Enclosure

Structural Assessment

In the near term, use of the pool enclosure should cease during periods of stormy weather with wind speeds predicted to be in excess of 25mph as the compromised column bases could fail in higher winds. Plans to repair or replace and a structural analysis of the enclosure should be developed and implemented as soon as practical. Serious consideration should be given to the inclusion of an upgraded HVAC – de-humidification system to be included with the repaired or replaced structure. HZ believes this would lead to a healthier environment and reduce the effects of corrosion caused by chlorine in the air.

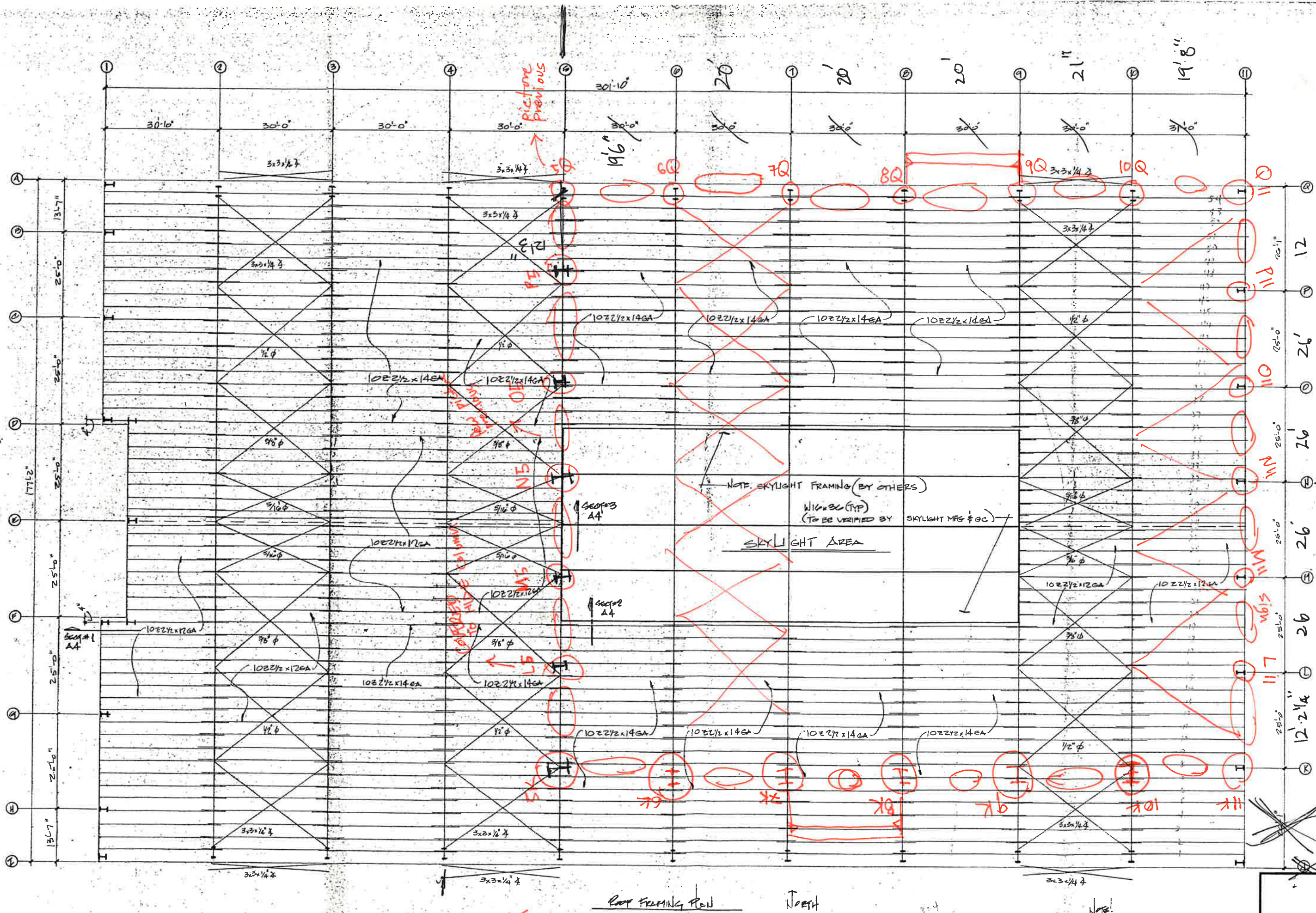
Engineer's Opinion of Probable Construction Costs

This estimated cost includes the repair of all structural steel columns and base plates, replacement of wall girts, sandblasting and application of marine grade paint system to all members, upgrades to the lateral force resisting system, and installation of a new HVAC – de-humidification system. This construction estimate does not include design and construction document development.

OPCC	\$950,000
------	-----------

City of Denison Waterloo Pool Enclosure
Structural Assessment

Attachment A: Assessment Notes





ALLIANCE STEEL, INC.
STEEL BUILDING SYSTEMS
8600 W. BEND - OKLAHOMA CITY, OKLA. 495-1110

4:12

SKYLIGHTS & ENCLOSURES

177'-2" x 301'-0" x 28'-1"

OK. of

RF

JOB NUMBER:
70-480

REVISIONS:

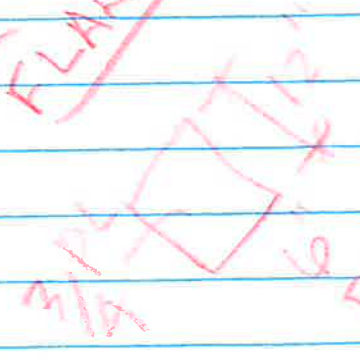
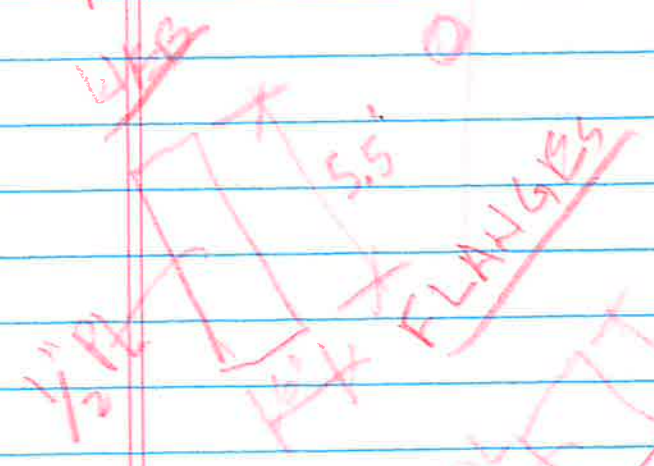
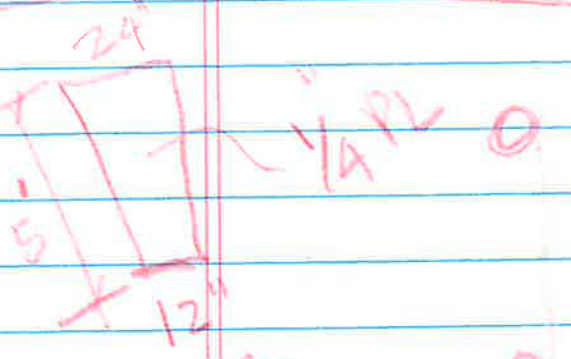
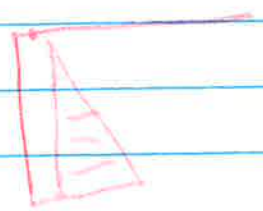
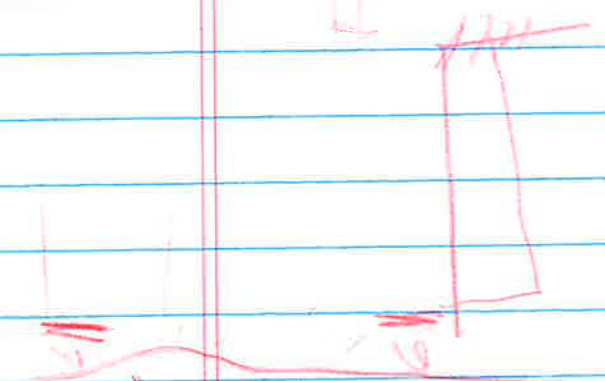
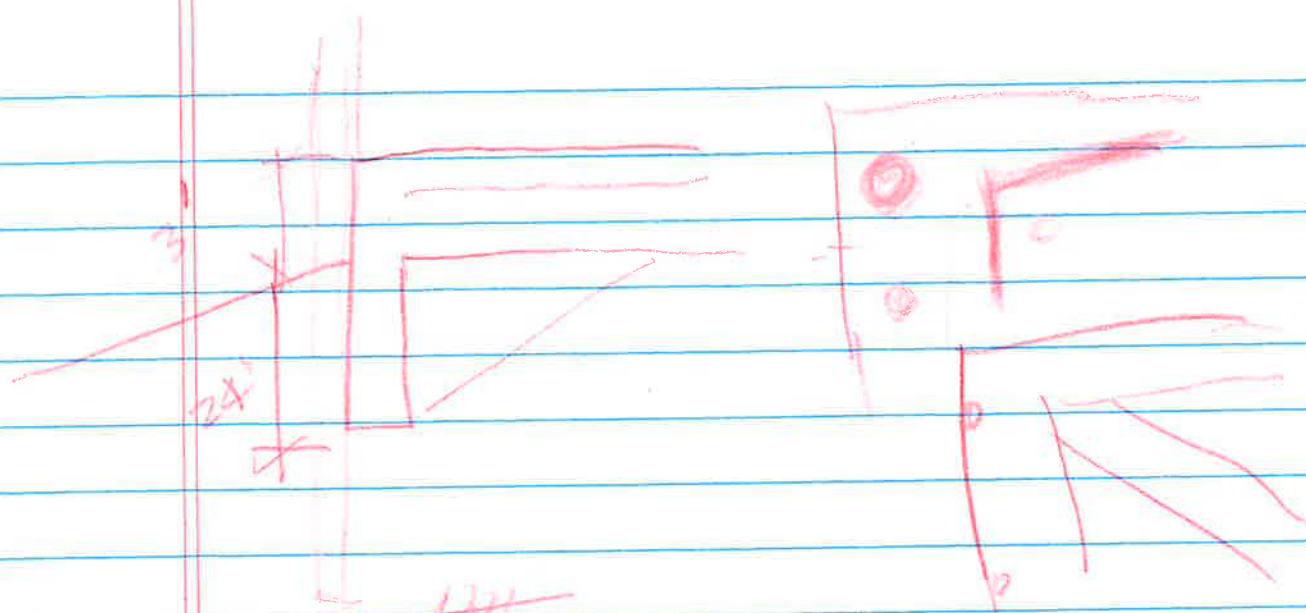
DRAWN BY:
BLK

DATE:
10-9-90

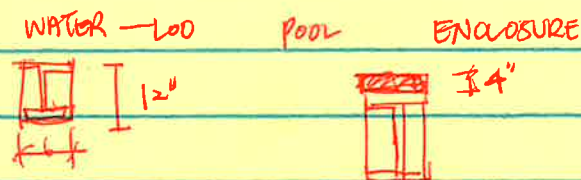
SHEET TITLE:
ROOF FRAMING PLAN



Note!
Alliance Steel, Inc. assumes no
responsibility for details not shown



BASE PLATE
RIGID FRAME



11 mm - Plange

13 mm - portal frame $\rightarrow$ 4" flange, 6" web?

99.5°F

65% HUMID

$$11 \text{ mm} \times \frac{1 \text{ in}}{25.4 \text{ mm}} = .424 \text{ in}$$

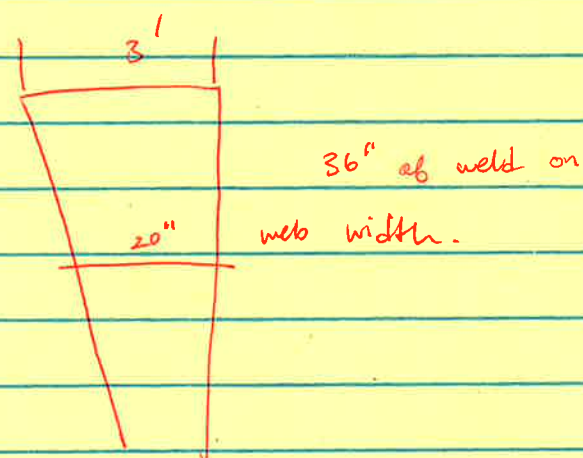
$$110/229 \sim 7/16"$$

$$13 \text{ mm} \times \frac{1 \text{ in}}{25.4 \text{ mm}} = .5118 \text{ in}$$

$$\sim 9/16" = .5625$$

PASTERERS 4 / column.

5' - cut off



1 pass on web.

FLANGE 3 pass $5/16"$ $\times$ pass on flange | 2 ft weld on flange.

WEB Single pass $5/16"$ $\leftarrow$ 3 ft weld per column for web.

$3/16"$ $\leftarrow$ portal frame (2 ft)



ISBELL
ENGINEERING
GROUP, INC.
"Integrity in Engineering"

Structural Engineering
Geotechnical Engineering
Civil Engineering
Construction Materials Testing

1405 W. Chisum Dr. #200
Banger, Texas 76250
Telephone (817) 459-7603
Fax (817) 459-7417

WATERLOO POOL ENCLOSURE RENOVATION

TEXAS

DENISON

JOB: EGO4179
CONTRACT: 05/01/2004

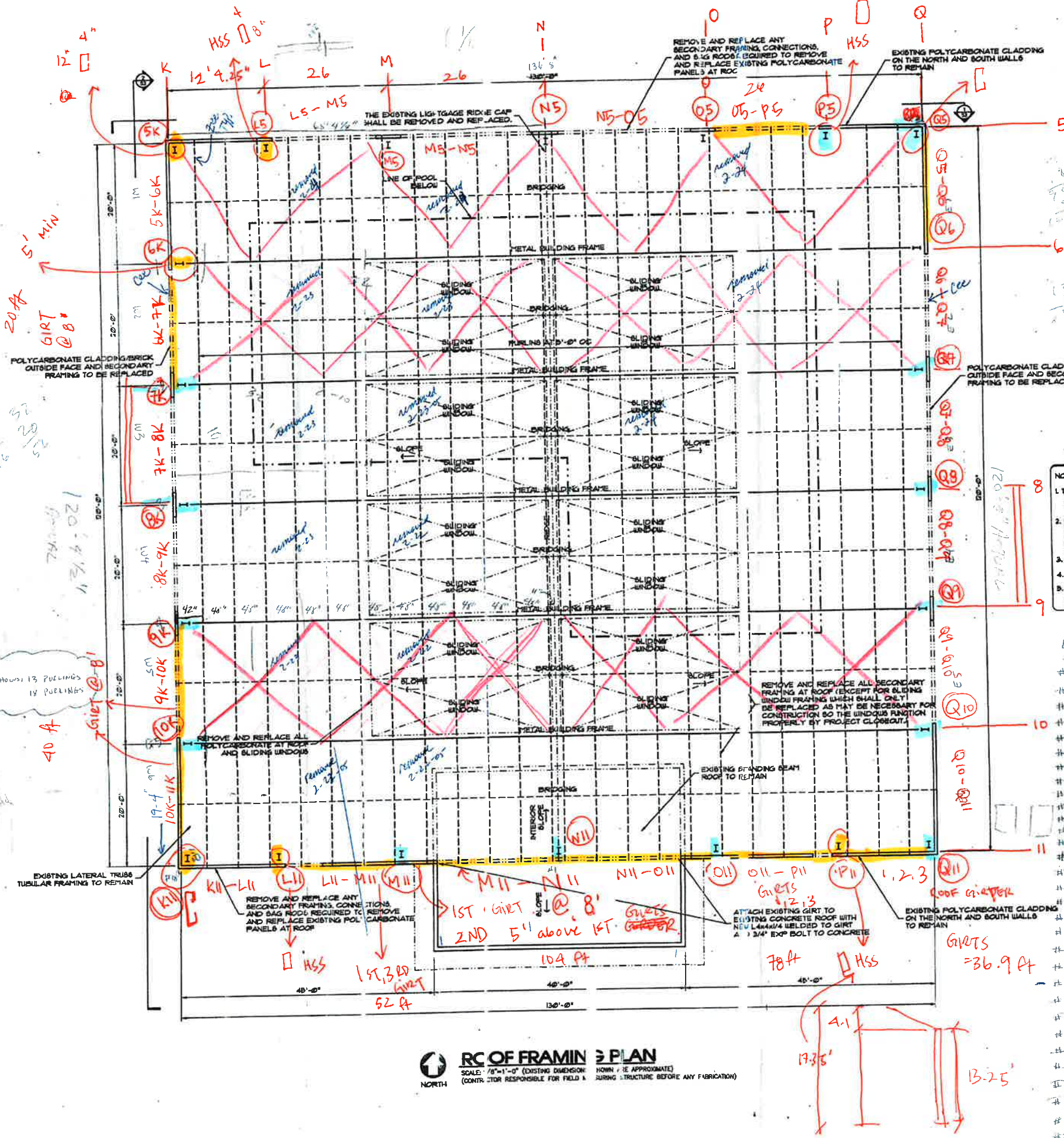


Date: 11-05-04
Revised: 11-05-04
By: Robert L. Smith
Check: Robert L. Smith

ROOF FRAMING
PLAN

SHEET

S1



- NOTES:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ANY CRITICAL DIMENSIONS OF THE EXISTING STRUCTURE BEFORE BEGINNING THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR FIELD MEASURING ALL DIMENSIONS OF THE EXISTING STRUCTURE BEFORE ANY FABRICATION/SECTION.
 2. SANDBLAST ALL STEEL MEMBERS THAT ARE TO REMAIN SO AS TO REMOVE CORRODED PORTIONS. IT IS NOT NECESSARY TO SANDBLAST WHERE BRICK VENEER CONCEALS COLUMN PLANS. IT IS NOT NECESSARY TO SANDBLAST AREAS WHERE THERE IS NO EVIDENCE OF CORROSION ACCORDING TO THE ENGINEER'S JUDGEMENT.
 3. ALL ALUMINUM (ALTERNATE) SHALL BE ANODIZED.
 4. ALL NEW SECONDARY FRAMING MAY BE EITHER TUBE, "ZEE", OR "CEE" SHAPED.
 5. ANY POLYCARBONATE CLADDING WHICH IS REQUIRED TO BE REMOVED BY THE PLANS OR SPECIFICATIONS SHALL BE REPLACED WITH NEW POLYCARBONATE TO MATCH WITH THE EXISTING THAT A BASE AND CLIP SYSTEM OF ATTACHMENT SHALL BE USED.

Light fixture locations

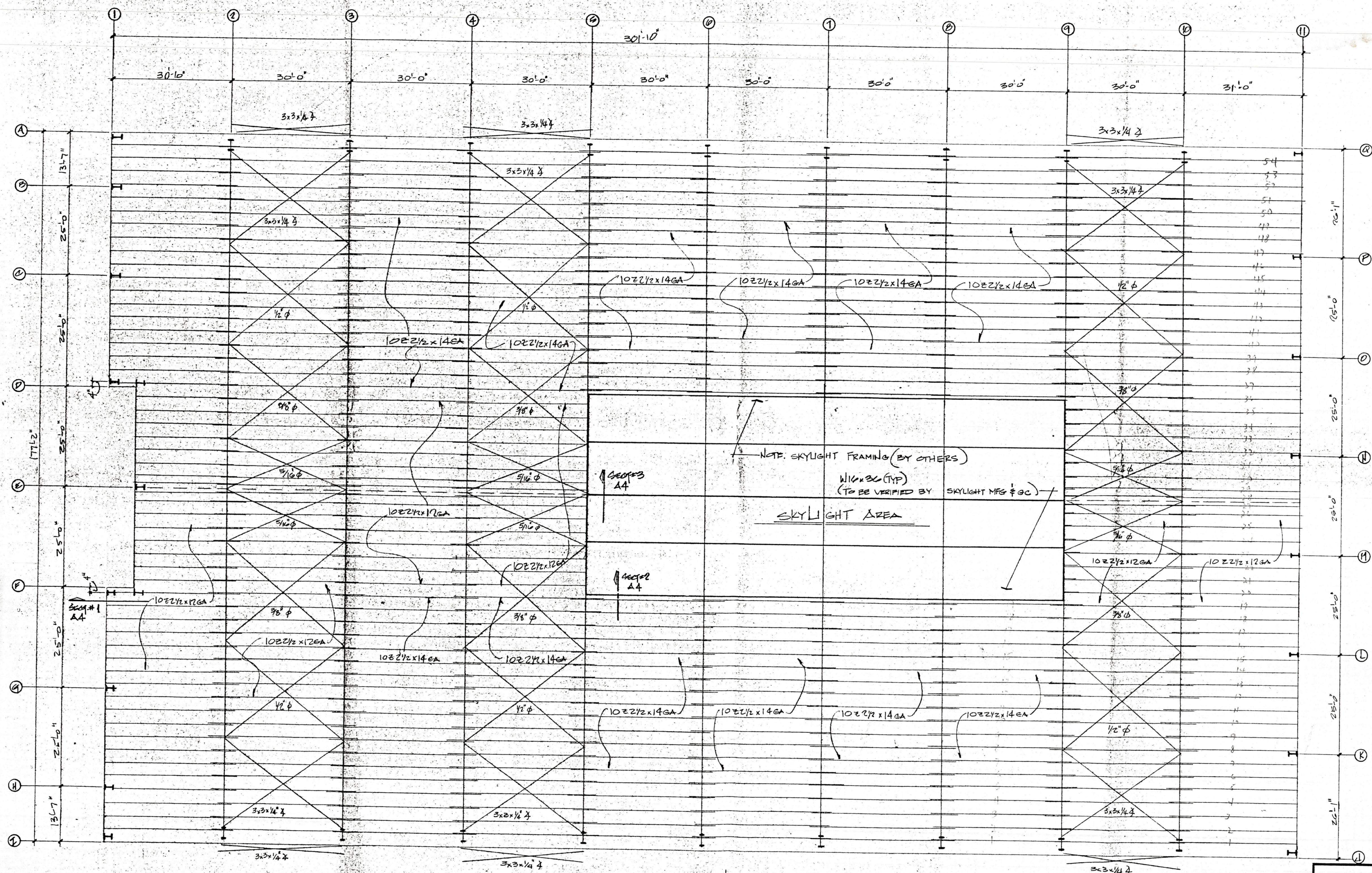
#1	L5	#14	40'6" → G5
#2	W4	#14	42'6" → G5
#3	W4	#14	5' → G3
#4	W3	#14	9'6" → G3
#5	W2	#14	3' → G2
#6	W6	#11	4'2'6" → G5
#7	W4	#11	4'2'6" → G5
#8	W4	#11	5' → G3
#9	W4	#5	5' → G3
#10	W4	#5	4'2'6" → G5
#11	W4	#5	5' → G3
#12	W4	#5	4'2'6" → G5
#13	W5	#5	1'3" → G5
#14	W5	#5	1'2'6" → G5
#15	W6	#2	"
#16	W6	#2	"
#17	W6	#5	"
#18	W6	#5	"
#19	W6	#11	"
#20	W6	#14	"
#21	E5	#14	8'9" → G5
#22	E4	#14	3'6" → G4
#23	E4	#14	5' → G3
#24	E3	#14	8' → G2
#25	E2	#14	3'3" → G1
#26	E2	#14	7' → G1
#27	E1	#14	8'9" → G1
#28	E1	#11	"
#29	E1	#11	"
#30	E1	#5	"
#31	E1	#2	"
#32	W1	#2	"
#33	W1	#5	"

100% REPLACE

3' REPLACE

4' 12" ASSUME 12% ROOF SLOPE

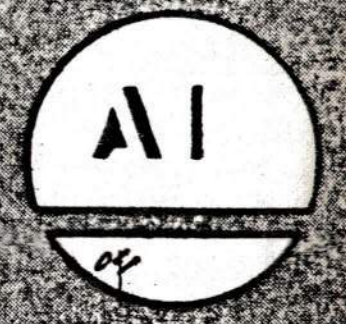
RC OF FRAMING PLAN
SCALE: 1/8"=1'-0" (EXISTING DIMENSIONS SHOWN ARE APPROXIMATE)
CONTRACTOR RESPONSIBLE FOR FIELD MEASURING STRUCTURE BEFORE ANY FABRICATION



Roof Framing Plan North

4.12
SKYLIGHTS & ENCLOSURES
177'-2 1/2" x 28'-1"

JOB NUMBER:
90-426
REVISIONS:
DRAWN BY: BLK
DATE: 10-9-90
SHEET TITLE: ROOF FRAMING PLAN



NOTE:
Alliance Steel Inc. assumes no responsibility for the location of GRS at the location of Roof & Wall columns, roof truss, etc.

324
152
416

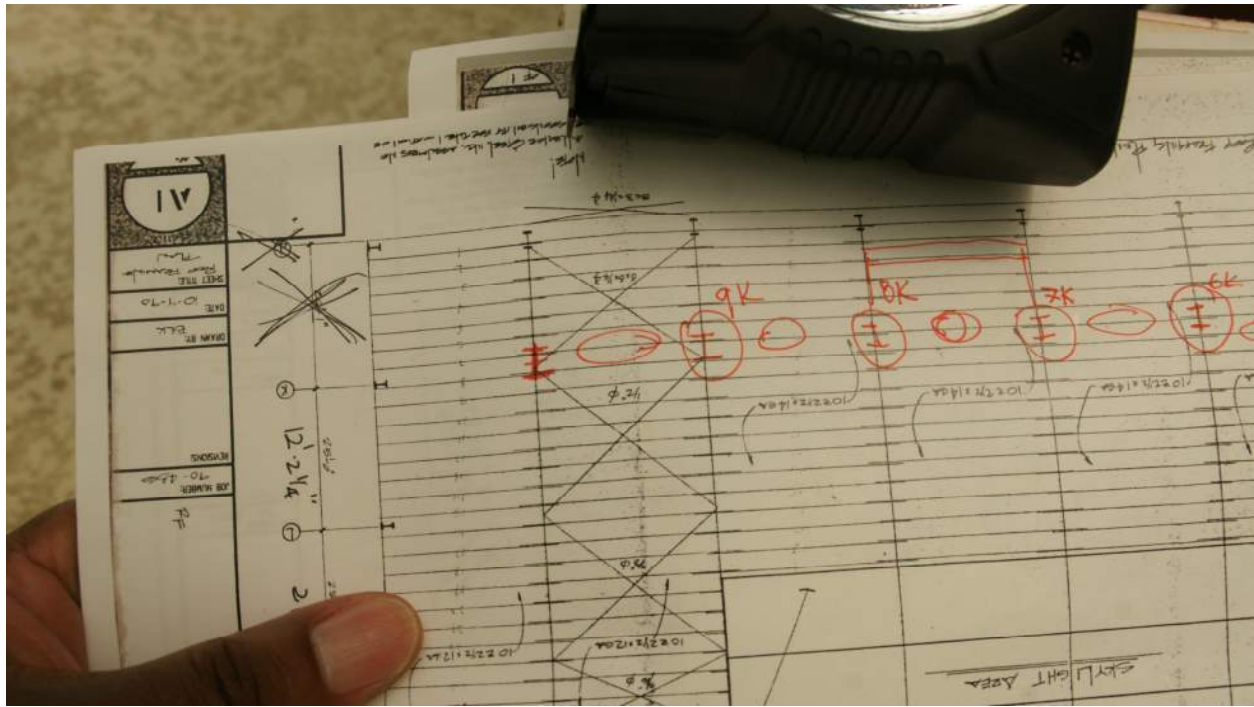


Competition.. Fitness.. Instruction.. Recreation.. Rentals

City of Denison Waterloo Pool Enclosure
Structural Assessment

Attachment B: Assessment Photos

City of Denison Waterloo Pool Enclosure
Structural Assessment



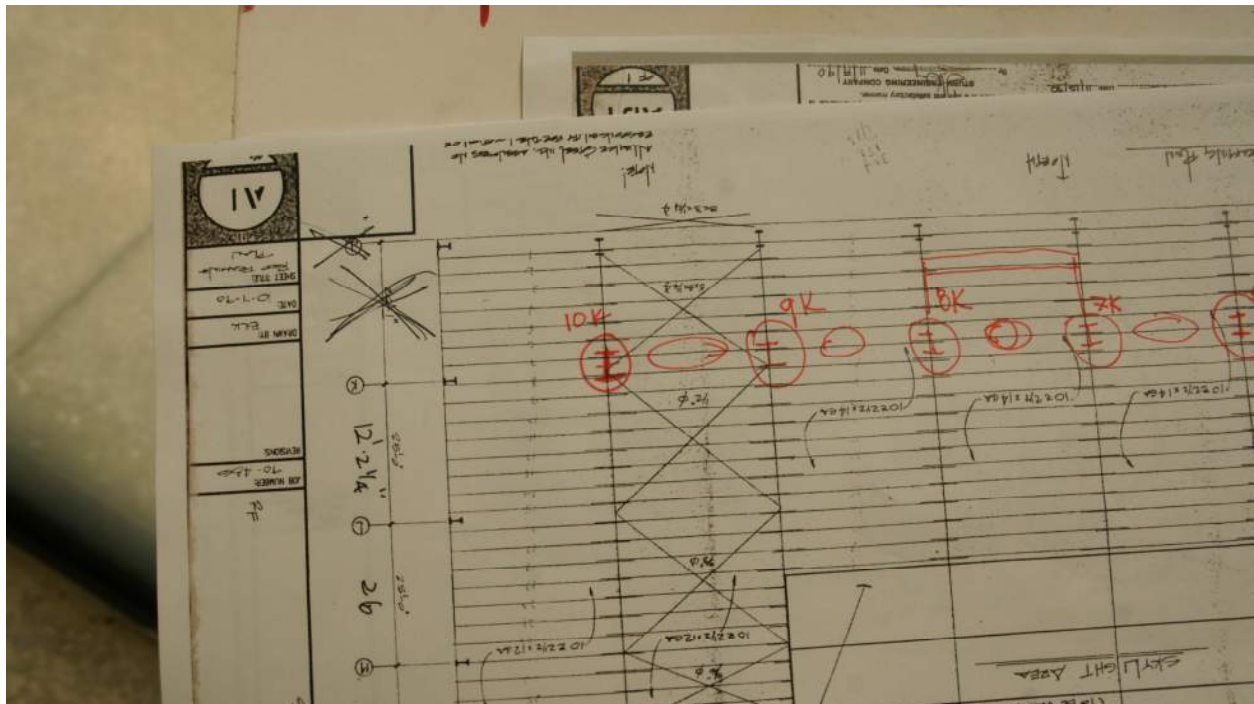
City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



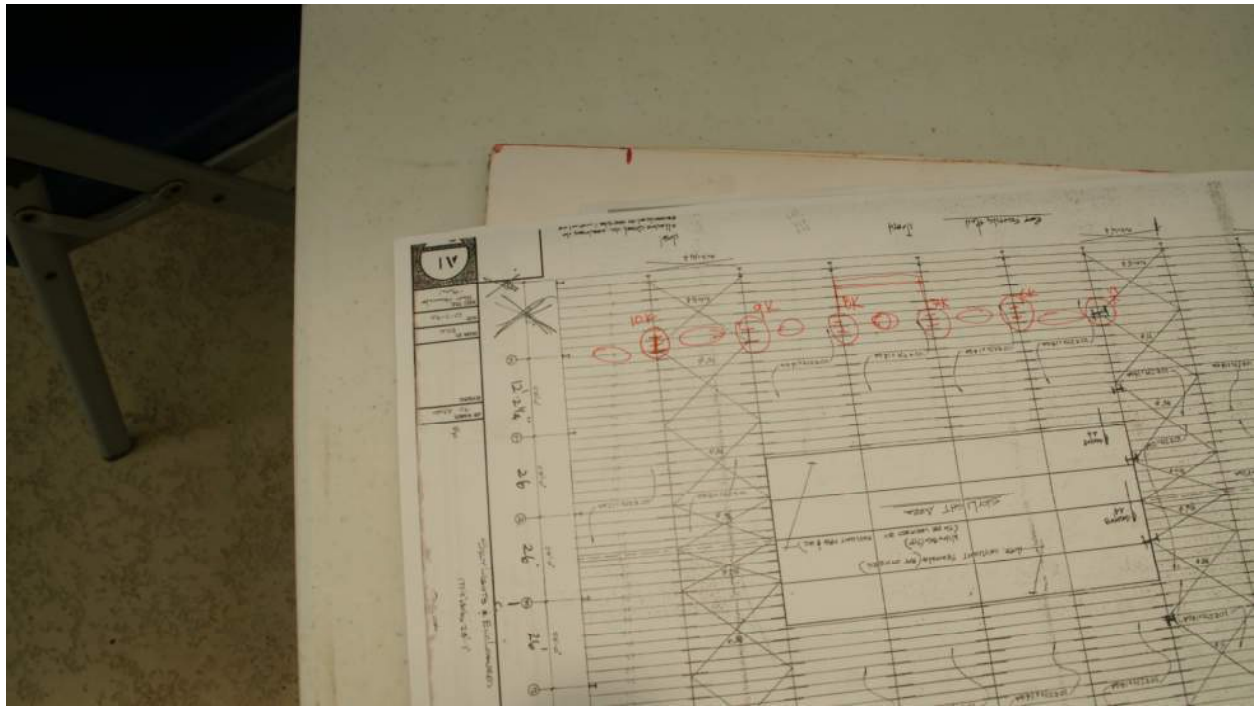
City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



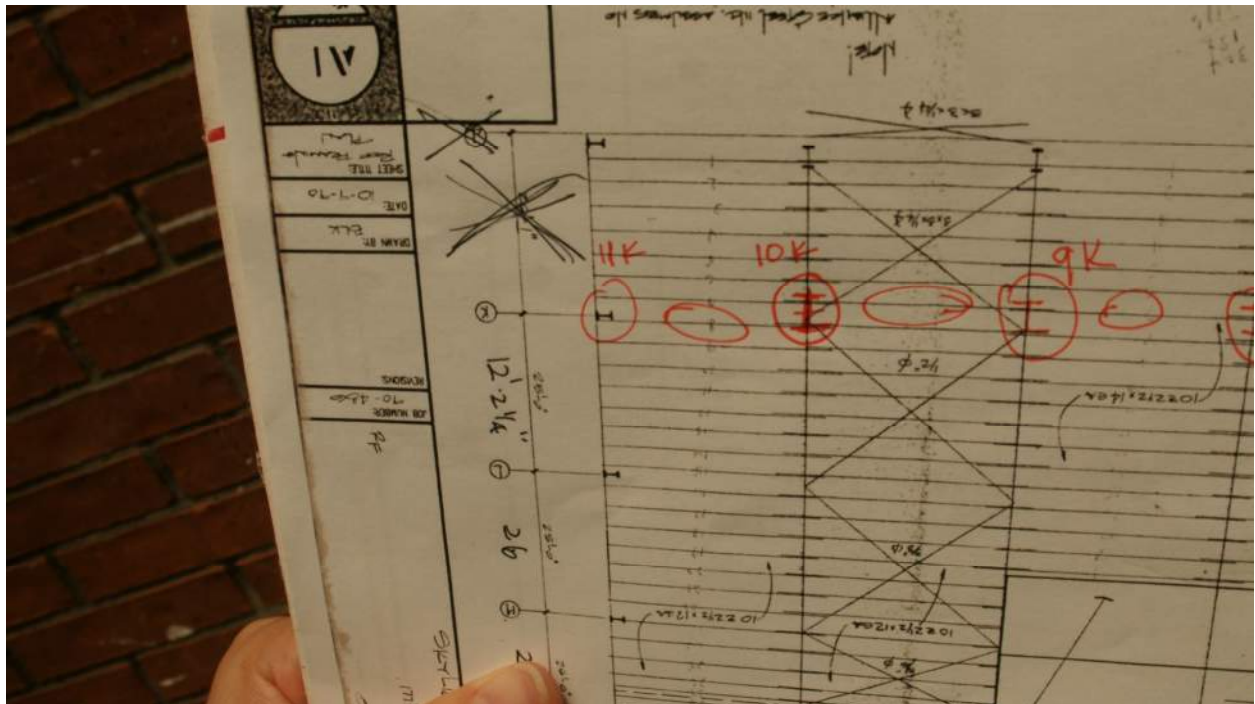
City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment



City of Denison Waterloo Pool Enclosure
Structural Assessment

