



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Monday, May 20, 2024

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on **Monday, May 20, 2024, 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. PROCLAMATIONS AND PRESENTATION

A. Mental Health Awareness Month Proclamation.

3. 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.

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 May 6, 2024, and the Special Called Meeting held on May 13, 2024.

B. Receive a report, hold a discussion, and take action on entering into an agreement with Chris Lambka & Associates, LLC (Contract No. 2024-0060) for Construction Administration Services-Phase Two of Downtown Denison (D3) and Heritage Park project in the amount of \$145,750.00, and authorize the Interim City Manager to execute the same.

C. Receive a report, hold a discussion, and take action on entering into a contract with Purkeypille Consulting, LLC., (Contract No. 2024-0059) for Professional Engineering Services: Engineering Analysis & Design of Improvements to Loy Lake Dam, and authorize the Interim City Manager to execute the same.

D. Receive a report, hold a discussion, and take action on an agreement with Plummer Associates Inc. for engineering and construction administration for the City Generators

Project in the amount of \$78,405.00, (Contract No. 2024-0062) and authorize the Interim City Manager to execute all related documents.

- E. Receive a report, hold a discussion, and take action on the approval of the purchase of a LeeBoy brand asphalt maintenance equipment package, with a total purchase amount of \$242,944.26, from Romco Equipment Co., and authorize the Interim City Manager to execute any associated documents.
- F. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Robert D. Sholl and Patsy Sholl for property located at 1085 Davy Lane, Denison, Texas more particularly described as G-0062 Bennett D W & HRS A-G0062, acres 10.0, GCAD Property ID No. 113432.
- G. Receive a report, hold a discussion, and take action on a Written Services Agreement to allow services for a Voluntary Annexation Petition for property containing approximately 2.539 acres, legally described as GCAD Property ID No. 436967, being a part of the M.C. Davis Survey, Abstract No. 336 conveyed to Citrus Equities, LLC, by deed recorded in document No. 2021-22302, Official Public Records, Grayson County; located west of property commonly known as 3621 Pottsboro Road for the expansion of a warehouse (mini)/self-storage facility.
- H. Receive a report, hold a discussion and take action on adoption of a resolution declaring official intent to reimburse costs of construction at 321 W Main Street out of tax-exempt bond proceeds.

5. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance for a Conditional Use Permit for a tract of land legally described as being a part of the Collins A R 1st Addition, Block 4, Lot 12, and being approximately 0.1722-acres; being commonly known as 517 W. Hull Street, GCAD Property ID No. 145804 to allow for an Accessory Dwelling Unit within the Two-Family (2F) Duplex Residential District. (Case No. 2024-018CUP)
- B. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance annexing approximately 2.539 acres legally described as GCAD Property ID No. 436967, being a part of the M.C. Davis Survey, Abstract No. 336 conveyed to Citrus Equities, LLC, by deed recorded in document No. 2021-22302, Official Public Records, Grayson County; located west of property commonly known as 3621 Pottsboro Road for the expansion of a warehouse (mini)/self-storage facility. (Case No. 2024-027A).
- C. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to initially zone approximately 2.539 acres legally described as GCAD Property ID No. 436967, being a part of the M.C. Davis Survey, Abstract No. 336 conveyed to Citrus Equities, LLC, by deed recorded in document No. 2021-22302, Official Public Records, Grayson County; being located west of the property commonly known as 3621 Pottsboro Road to the Commercial (C) District to allow for the use of a warehouse (mini)/self-storage facility. (Case No. 2024-028Z).

- D. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to amend a Conditional Use Permit allowing the use of a warehouse (mini)/self-storage facility to include a tract of land legally described as being a part of the M.C. Davis Survey, Abstract No. 336 and being all of an approximately 2.539-acre tract of land conveyed to Citrus Equites, LLC., by deed recorded in document No. 2021-22302, Official Public Records, Grayson County; located west of property commonly known as 3621 Pottsboro Road, GCAD Property ID No. 436967. (Case No. 2024-033CUP)

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion, and take action on an amendment to the Construction Manager at Risk contract with Archer Western for the Northwest Denison Development Utilities and Rylant Water Treatment Plant Expansion Phase 2 for a Guaranteed Maximum Price of \$89,584,203, and authorize the Interim City Manager to execute all related documents.

7. PROJECT UPDATES

- A. Receive a report and hold a discussion regarding the quarterly budget update from the Denison Arts Council.

8. EXECUTIVE SESSION

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

- A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.
- B. Discuss the possible purchase, exchange, lease or sale value of real property (public discussion of such would not be in the best interests of the City's bargaining position). Section 551.072.
- C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.
- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.
- E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087.

- F. Discuss the deployment or specific occasions for implementation of security personnel or devices. Section 551.076.
- G. Deliberations regarding economic development negotiations pursuant to Section 551.087.

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

CERTIFICATION

I do hereby certify that a copy of this Notice of Meeting was posted on the front window of City Hall readily accessible to the general public at all times and posted on the City of Denison website on the 17th day of May 2024, before 6:00 PM.

Christine Wallentine, City Clerk

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



**CITY OF DENISON
CITY COUNCIL MEETING
MINUTES**

Monday, May 6, 2024

Announce the presence of a quorum.

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

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Jeff Humphrey, Pastor of Parkside Baptist Church gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by members of Girl Scout Troop 403.

2. PUBLIC COMMENTS

Mayor Gott called for any public comments at this time and reminded those wanting to comment of the guidelines established by the City Council. Christine Wallentine, City Clerk, confirmed there were no Request to Speak Cards received by this point in the meeting. Therefore, no public comments were received.

3. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on April 15, 2024.
- B. Receive a report, hold a discussion and take action on a resolution granting approval for the Interim City Manager, or his designee, to enter into various loan documents with Clayton Holdings, LLC, for the financing of front load dumpsters, G3 Microsoft 365 domain transition, reimbursement for the purchase of a mini-excavator and trailer, brush truck, skid steer loader with brush cutter, one (1) dump truck, three (3) utility tractors, and one (1) tractor loader.
- C. Receive a report, hold a discussion, and take action on approving a Reimbursement Agreement for Tax Increment Reinvestment Zone No. 5 between the City of Denison and Preston Forrest Capital LLC.

- D. Receive a report, hold a discussion, and take action on the appointment of Zachary Bearden as a New Member to the Public Library Advisory Board to serve the remainder of an unexpired two-year term ending December 31, 2025.

Council Action

On motion by Mayor Pro Tem Crawley, seconded by Council Member Thorne, the City Council unanimously approved Resolution No. 4156, “RESOLUTION APPROVING FINANCING TERMS;” and the rest of the Consent Agenda as presented.

4. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance for a Conditional Use Permit for property commonly known as 202 W. Main Street, GCAD Property ID No. 143148 for the operation of a bar for Black Sheep Cigar Lounge. (Case No. 2024-019CUP)

Council Action

Dianne York, Planner, introduced this agenda item and stated the applicant was requesting a conditional use permit to operate a bar and cigar lounge at 202 W. Main Street called Black Sheep Cigar Lounge. Ms. York provided aerial and zoning maps of the subject property. The property is currently zoned Central Area and falls within the Commercial Historic Overlay District. Per the project narrative, Black Sheep Cigar Lounge will offer the space for both refined cigars and luxurious cocktails. Upon approval of the conditional use permit, the applicant will initiate a complete internal remodel to include subflooring, painting of the walls and ceiling and adding spaces such as bathrooms for patrons and humidors to properly store the cigars. In an effort to be a good neighbor to the surrounding business, the applicant will also include a top-of-the-line ventilation system and air purifiers in order to mitigate the cigar smoke. The applicant is proposing hours of operation to include Sunday through Thursday from 10:00 a.m. to 10:00 p.m. and Friday and Saturday, from 10:00 a.m. to 12:00 a.m. There are no parking requirements listed within the Central Area District, however there is ample parking on Main Street and there is easy access to the parking lots located to the south and west of the building. This subject property falls within the City’s downtown center per the Comprehensive Plan. Per the Comprehensive Plan, Denison’s downtown center should be engaged in mixed use activities, including retail, restaurants, entertainment, office and some medium density residential uses. Permitting the use of a bar for Black Sheep Cigar Lounge conforms with the Comprehensive Plan. For this reason, staff recommends approval and so did the Planning and Zoning Commission at their meeting held on April 23, 2024.

Council Member Massey asked if the bar is going to be allowed to have outdoor seating. Ms. York responded that this was not mentioned in the project narrative for this case and staff has not reviewed this or presented this to the Planning and Zoning Commission. Council Member Massey then asked if cigar smoking would be an indoor activity, to which Ms. York confirmed this would be the case.

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

There was no further discussion from Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Thomas, the City Council unanimously approved Ordinance No. 5344, “AN ORDINANCE OF THE CITY OF DENISON, TEXAS, PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF DENISON, TEXAS; PROVIDING FOR A CONDITIONAL USE PERMIT FOR A BAR ON PROPERTY LOCATED IN THE CENTRAL AREA DISTRICT, THE AUSTIN AVENUE OVERLAY DISTRICT, AND THE COMMERCIAL HISTORIC OVERLAY DISTRICT; BEING LEGALLY DESCRIBED AS LOT 2, BLOCK 52, ORIGINAL TOWN PLAT, DENISON, GRAYSON COUNTY, TEXAS; AND BEING MORE COMMONLY KNOWN AS 202 W. MAIN STREET, CITY OF DENISON, GRAYSON COUNTY, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.”

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion and take action on budget amendments for Business and Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance, for the Fiscal Year 2024 Budget.

Council Action

Laurie Alsabbagh, Finance Director, reminded Council that they approved the Denison Development Alliance (“DDA”) budget for fiscal year 2024 on September 5., 2023. An amendment was brought before the Council and approved on November 6, 2023, and this evening DDA is bringing a request for a second amendment before the Council, which has been approved by their Board of Directors. Ms. Alsabbagh then introduced Tony Kaai, President for DDA.

Mr. Kaai came forward and reported there are three items they are looking to have an amendment on for their FY2024 budget. Mr. Kaai first discussed Foundation Park, which is DDA’s industrial park. They have all the lots under contract and DDA’s responsibility is to put the street in the industrial park, called blue Stem Street, and also to build a retention structure for all these lots so we don’t have a retention structure on each lot out there. This is the way this was designed. DDA received bids on this project, which came in at about \$1,000,000 and the original budget was \$700,000. So, this amendment is up to \$335,000 for additional costs to get the street, drainage and retention pond built. The second amendment is related to Johns Manville. DDA spent quite a few months and a lot of hours trying to get finished with this project. In summary, they took the cement pad and underneath that pad was a subbase of gravel/concrete mixture. So, this subbase is the same material they used in their pipe, and has asbestos containing material, which was not known. There are approximately 10 acres of this that has been studied and determined where this is over the past six months. To remove this from the property, and take to a certified site, which is what was done with the building material, amounts to about a \$6 million dollar cost. Therefore, the most cost-effective way to get rid of this is to bury it on site where they were already going to bury the concrete. The concrete was going to be sold by the contractor, but we don’t want any risk to the community or city. The concrete was poured on top of this slurry. So, the plan is to bury the concrete as well as this material

under the rules and regulations of the state. They have had several bids from different contractors to do this and have approved the \$500,000 to bury the concrete pad and the second phase is the final number to get this final material buried all together, where the buildings were on the very west edge. There is room on the west edge of where the concrete pad was and the flood plain. So, there are about 8 acres there already designated for the concrete and this is where the additional material will be buried. It will take about 8-10 months to get this done. This is the recommendation of the board to finish up this project. Council Member Massey asked what the budget for this is. Mr. Kaai responded with \$2.8 million, which includes the \$500,000 already budgeted. The final budget amendment is for the property DDA purchases across the street from their current offices, which picked up about 50 parking spaces downtown. Their total estimate for the build-out, infrastructure, furniture, IT, etc. is about \$310,000. So, they are requesting an amendment to their budget for this so they can get it underway.

There was no further discussion or questions from Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Massey, the City Council unanimously approved budget amendments for Business and Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance, for the Fiscal Year 2024 Budget as presented.

6. PROJECT UPDATES

- A. Receive a report and hold a discussion regarding the Grayson County Thoroughfare Plan

Council Action

Mary Tate, Director of Development Services, reminded the Council of an update back in August of 2023. So, this update is just to build on the previous update. At this point in time, the public comment period for the thoroughfare plan from the Grayson County MPO was opened for a little over one month. They received 22 comments back over this period of time, which really isn't significant for an entire county. However, the Director of Public Works and Ms. Tate met with the MPO Director as well as Pottsboro and Commissioner Hardenburg to discuss the comments related to our city and the ETJ to come up with some conclusions and resolutions on how we'd like to handle the areas in which we are sharing some of these connections. We feel confident about the recommendations provided to the MPO, which were the best ones we could make at this point in time. The MPO Director would like to have the thoroughfare plan approved. It will be on the Agenda for August 7 for the MPO policy board. Within this time frame, we will continue to look at things to make sure we are on track. It is important to remember the Thoroughfare Plan is a fluid document and the MPO Director will continue to take comments and recommendations back from the municipalities and make the amendments as needed as the growth comes our way.

There was no discussion or questions from the Council.

No action taken. Informational presentation only.

- B. Receive a report and hold a discussion regarding the FY2025 budget and tax rate adoption schedule.

Council Action

Laurie Alsabbagh, Finance Director, provided a short overview of the timelines for the FY2025 budget and tax rate adoption schedule, which consisted of the following:

- April Preliminary property values received from Chief Appraiser
- April – September Updates presented to Council at Council Meetings
- June Budget discussions held with City Manager and Staff
- June 28 Workshop held with City Council
- July 29 Certified values received from Chief Appraiser
- August & September Proposed tax rate published; notice of hearing and hearing held
- August 9 Proposed budget filed with City Clerk by City Manager- City Clerk posts on website
- September 3 Consider and act on adoption of FY2025 Budget and 2024 Tax Rate

There was no discussion or questions from the Council.

No action taken. Informational item only.

There being no further business to come before the Council, the meeting was adjourned at 6:19 p.m.

ROBERT CRAWLEY, Mayor

ATTEST:

Christine Wallentine, City Clerk



**CITY OF DENISON
SPECIAL CALLED CITY COUNCIL MEETING
MINUTES**

Monday, May 13, 2024

Announce the presence of a quorum.

Mayor Janet Gott called the meeting to order at 6:00 p.m. Council Members present were Mayor Pro Tem, Robert Crawley, Brian Hander, Michael Courtright, James Thorne, Josh Massey and Aaron Thomas. 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 and members of the media were also present.

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Council Member James Thorne gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by Mary Tate, Director of Development Services.

2. PROCLAMATIONS AND PRESENTATION

A. Recognition of outgoing Mayor and Council Member.

Mayor Pro Tem Crawley presented service plaques to outgoing Council Member Brian Hander and Mayor Gott, recognizing their years of service on the City Council. Mayor Pro Tem Crawley stated Council Member Hander had served five years on the Council and thanked him for his interest in art in downtown Denison and his interest in the City's History. Mayor Pro Tem Crawley also thanked Mayor Gott. Mayor Gott was a single mother of two girls early in her life. She put herself through Southeastern University and received a degree in Accounting. Mayor Gott rose to the corporate heights of two international companies. After her professional career she was a trustee on the Grayson College Board and became a City Council Member and ended up being the City's Mayor for the past 6 years. Mayor Pro Tem Crawley thanked Mayor Gott for all her mentoring over the years.

3. PUBLIC COMMENTS

Mayor Gott called for any public comments at this time and reminded those wanting to comment on the guidelines established by the City Council. Mayor Gott then asked City Clerk, Christine Wallentine, if any Request to speak Cards were received. Ms. Wallentine confirmed there were no Request to Speak Cards received at this point in the meeting. Therefore, no public comments were received.

4. ELECTION

- A. Receive a report, hold a discussion and take action on an Ordinance Canvassing the General Election held in the City of Denison on May 4, 2024, for the purpose of electing Council Members to Single Member District 1, Place 1, Single Member District 2, Place 2 and Place 7, At Large (Mayor), and declaring the results of said election.

Council Action

Christine Wallentine, City Clerk/Assistant to the City Manager, reminded the City Council they ordered and called a General Election on February 5, 2024, to be held on Saturday, May 4, 2024, for the purpose of electing Council Members for Single Member District 1, Place 1, Single Member District 2, Place 2, and Place 7, At-Large (Mayor). The City Council by way of the City Clerk has caused to be posted and published in accordance with the election laws of the State of Texas, Notices of the Election. Notices of the Election were actually given by the City and the Grayson County Elections Administrator as required by state law. The Election was duly and legally held on May 4, 2024, in the City between the hours of 7:00 a.m. and 7:00 pm., and in conformity with the election laws of the State of Texas, and the results of the Election, including the returns of the early ballots cast in connection therewith to the Canvassing Board. The results of the election, including the returns of the early ballots cast in connection therewith and tendered to the canvassing board, were as follows:

Council Member, Place 1 SMD	Votes Cast
Michael Courtright	437

Council Member, Place 2 SMD	Votes Cast
James Thorne	212

Council Member, Place 7 At- Large (Mayor)	Votes Cast
Brian Hander	915
Robert Crawley	1,075

These numbers have been verified by the Ballot Board for the Elections Administration for Grayson County.

There was no discussion or questions from the Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Courtright, the City Council unanimously approved Ordinance No. 5345, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, CANVASSING THE GENERAL ELECTION HELD IN THE CITY OF DENISON ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS TO SINGLE MEMBER DISTRICT 1, PLACE 1, SINGLE MEMBER DISTRICT 2, PLACE 2, AND PLACE 7 (MAYOR), AT-LARGE; DECLARING THE RESULTS OF SAID ELECTION; AND ORDAINING OTHER MATTERS ON THE SUBJECT; FINDING AND DETERMINING THAT THE

MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS AN OPEN MEETING IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING REPEALER AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE”.

- B. Receive a report, hold a discussion and take action on an Ordinance Canvassing the Special Election held in the City of Denison on May 4, 2024, for the purpose of electing Council Members to serve the remainder of unexpired terms for Single Member District 4, Place 4, and Place 6, At Large, and declaring the results of said election.

Council Action

Christine Wallentine, City Clerk/Assistant to the City Manager, stated the Special Election was called at the same as the General Election as a result of the resignation of Council Member Hander and Mayor Pro Tem Crawley. Since each of them has more than one year left of their term, a special election was required to be called to replace them. The election was held on May 4, 2024, notices were posted in accordance with the laws of the state of Texas. The results of the election, including the returns of the early ballots cast in connection therewith and tendered to the canvassing board, were as follows:

Council Member, Place 4 SMD	Votes Cast
Spence Redwine	521

Council Member, Place 6 At Large	Votes Cast
Teresa Adams	1,171
Braeden Wright	743

These numbers have also been verified by the Elections Administration and the Ballot Board.

There was no discussion or questions from the Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Thorne, the City Council unanimously approved Ordinance No. 5346, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, CANVASSING THE SPECIAL ELECTION HELD IN THE CITY OF DENISON ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR SINGLE MEMBER DISTRICT 4, PLACE 4, AND PLACE 6, AT-LARGE, TO SERVE THE REMAINDER OF AN UNEXPIRED TERM UNTIL THE REGULAR CITY COUNCIL ELECTION IN MAY 2025; DECLARING THE RESULTS OF SAID ELECTION; AND ORDAINING OTHER MATTERS ON THE SUBJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS AN OPEN MEETING IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; PROVIDING REPEALER AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE”.

- C. Administer Statements of Officer and Oaths of Office and deliver Certificates of Election to newly elected Mayor and Council Members.

Council Action

Christine Wallentine, City Clerk/Assistant to the City Manager, administered Statements of Officer and Oaths of Office to Mayor elect, Robert Crawley, Single Member District 1, Place 1 elect, Michael Courtright, Single Member District 2, Place 2 elect, James Thorne, and At Large, Place 6 elect, Teresa Adams. Single Member District 4, Place 4 elect, Spence Redwine was absent and will be sworn in at a later date. Upon administering the Statements and Oaths above, Ms. Wallentine delivered the Certificates of Election to the newly elected Mayor and Council Members.

The newly sworn in Council Members and Mayor then took their place at the dais. Mayor Gott passed the gavel to Mayor elect, Robert Crawley, and offered words of thanks and encouragement. Mayor Crawley thanked everyone who attended this evening, including former Mayors Brady, Johnson and Munson.

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion and take action on appointing a Mayor Pro Tem to serve a one-year term.

Council Action

Mayor Crawley suggested a nomination of Teresa Adams, who previously served 6 years on the Council and is the most experienced on the Council.

On motion by Council Member Massey, seconded by Council Member Thorne, the City Council unanimously approved the appointment of Teresa Adams to serve as Mayor Pro Tem for a one-year term.

There being no further business to come before the Council, the meeting was adjourned at 6:18 p.m.

ROBERT CRAWLEY, Mayor

ATTEST:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on entering into an Agreement with Chris Lambka & Associates, LLC (Contract No. 2024-0060) for Construction Administration Services-Phase Two of Downtown Denison (D3) and Heritage Park project in the amount of \$145,750.00, and authorize the Interim City Manager to execute the same.

Staff Contact

Ronnie Bates, Director of Public Works

rbates@cityofdenison.com

903-465-2720 Ext. 2441

Summary

- Under this agreement, Chris Lambka and Associates, LLC, will provide construction administration services that includes construction progress meetings, submittal review, RFI review, coordination with the specialty vendors, periodic site visits, and project close out for D3 Phase Two and Heritage Park.
- Mr. Lambka served in a similar role in Phase 1 of the project.

Staff Recommendation

Staff recommends approval.

Recommended Motion

“I move to approve an agreement with Chris Lambka & Associates, LLC., for Construction Administration Services-Phase Two of Downtown Denison (D3) and Heritage Park project in the amount of \$145,750.00 and authorizing the Interim City Manager to execute the same”.

Background Information and Analysis

The City of Denison has requested that Chris Lambka & Associates, LLC., provide additional construction administration services that includes construction progress meetings, submittal review, up to 15 RFI (Request for Information) review, coordination with the specialty vendors, periodic site visits, and project close out for D3 Phase Two and Heritage Park. They will serve as a primary point of contact for all submittals and submission of submittal responses to Piazza Construction. Coordination with specialty vendors to ensure the intent of design is maintained and products stay within budget. Periodic construction site visits will be made quarterly to review progress. Mr. Lambka served as the architect for Phase 1 and Phase 2 Design in Downtown Denison, (D3) project.

Financial Considerations

This has been included in the D3 Phase 2 budget, which is funded by a portion of Downtown property taxes and the Utility CIP.

Prior Board or Council Action

None.

Alternatives

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

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on entering into a Contract with Purkeypile Consulting, LLC., (Contract No. 2024-0059) for Professional Engineering Services: Engineering Analysis & Design of Improvements to Loy Lake Dam, and authorize the Interim City Manager to execute the same.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@cityofdenison.com

903-465-2720 Ext. 2085

Summary

- The City of Denison has requested that Purkeypile Consulting, LLC., provide Professional Engineering Services to include Engineering Analysis & Design of Improvements to Loy Lake Dam.
- Loy Lake Dam is classified as a small-sized, high hazard dam where the high hazard is a function of the downstream hazards below the dam primarily based upon the presence of US Highway 75.
- The proposal includes on-site assessment, engineering analysis, and breach analysis & (EPA) Emergency Action Plan.

Staff Recommendation

Staff recommends approval.

Recommended Motion

“I move to approve the Contract with Purkeypile Consulting, LLC. For Professional Engineering Services, Analysis, and Design of Improvements to Loy Lake Dam and authorize the Interim City Manager to execute the same.”

Background Information and Analysis

The City of Denison has requested that Purkeypile Consulting, LLC., provide professional engineering services to include engineering analysis & design of improvements to Loy Lake Dam. Loy Lake Dam is classified as a small-sized, high hazard dam where the high hazard is a function of the downstream hazards below the dam primarily based upon the presence of US Highway 75. The proposal includes on-site assessment, engineering analysis, and breach analysis & (EPA) Emergency Action Plan. Construction plans for dam and spillway improvements would also be developed. Construction would be included in a future project phase.

Financial Considerations

The expense of the Professional Engineering Services for Loy Lake Dam project is \$85,000 and will be paid with FY24 Bond Funds.

Prior Board or Council Action

None.

Alternatives

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

Purkeypile Consulting, LLC

Richard Dee Purkeypile, P.E.
Texas Firm No. 11617, Texas P.E. No. 68027
Dam Safety Engineering & Water Resources Consulting

Mr. Bobby Atteberry
City Manager, City of Denison
300 W Main St
Denison, TX 75020

March 27, 2024

Re: Proposal for Professional Engineering Services: Engineering Analysis &
Design of Improvements to Loy Lake Dam,
Loy Lake Dam (National Inventory No. TX02053)
Owner: City of Denison

Dear Mr. Atteberry:

Per a request from Mr. Ronnie Bates, Director of Public Works with the City of Denison, this proposal is provided to you to address the engineering analysis and design of improvements for Loy Lake Dam.

The Texas Commission on Environmental Quality (TCEQ) regulates dams in Texas. Loy Lake Dam is classified as a small-sized, high hazard dam. The high hazard classification is not a reflection of the structural or physical condition of the dam. It is a function of the downstream hazards below the dam. The high hazard for Loy Lake Dam is primarily based upon the presence of US Highway 75 located immediately downstream of the dam. US-75 has a high traffic count; therefore, the high hazard classification is justified.

BACKGROUND:

The TCEQ Dam Safety program last inspected the dam on January 10, 2018. I have provided the inspection report along with this proposal for reference. The TCEQ's 2018 inspection report provided several requirements and recommendations:

1. **Emergency Action Plan (EAP):** A draft EAP was submitted to the TCEQ by Grayson County. The TCEQ provided comments to Grayson County in 2011 which were never addressed by the county. Purkeypile Consulting contacted the TCEQ Dam Safety Program in 2024 regarding the status of the draft EAP. The TCEQ staff indicated that a detailed engineering analysis (breach analysis) should be used to develop inundation maps that should be included in an EAP document using the TCEQ's current standards found in "*Guidelines for Developing Emergency Action Plans for Dams in Texas*" In addition, it is a requirement that the EAP be updated annually, and a Tabletop exercise be performed every 5 years.

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2. **Conduct a Hydrologic & Hydraulic (H&H) Analysis:** The dam was analyzed in 1981 as part of the Corps of Engineer's Phase-1 Dam Safety program. At that time, Loy Lake Dam was found to safely pass 51% of the Probable Maximum Flood (PMF) without overtopping. (Note: the TCEQ's requirement is the 75% PMF flood event.)
3. **Develop Plan & Specifications to Address Hydraulic Inadequacy:** The H&H analysis will determine how the dam may be modified to pass the 75% PMF. Plans and specifications should be provided to the TCEQ for review and approval, prior to commencement of construction. "As-Built" plans should be provided after construction has been completed. (Note: This effort should also include removing and replacing the remaining portion of the spillway channel floor and the left side wall that were not replaced with FEMA funded repairs.)
4. **Develop a Written Operation & Maintenance (O&M) Plan:** The plan should include items addressed in the 2018 TCEQ's "Requirements & Recommendations" section of their report.

Since the date of the TCEQ's inspection report, the City of Denison has taken ownership of Loy Lake Dam and the surrounding park area around the lake. This proposal addresses the TCEQ's requirements.

PROPOSAL:

This proposal will consist of the following tasks:

1. **On-Site Assessment of Loy Lake Dam:** This task consists of performing an onsite assessment of the current conditions of the dam and spillway. It is recommended that the City participate in this activity in order to gain a further understanding of the existing conditions of the dam and the potential conflicts on or near the dam. The deliverables include an inspection report which will document the background and current condition of the dam. It will also provide recommendations to improve the dam to comply with the TCEQ's rules for high hazard dams in Texas.
Fee - \$5,000.
2. **Engineering Analysis: Spillway Adequacy (hydrology & hydraulics):** This task consists of developing a detailed hydrologic analysis of the drainage area for the dam using the Corps of Engineers HEC-1 computer model and the TCEQ's hydrologic criteria found in "*Hydrologic & Hydraulic Guidelines for Dams in Texas*". The peak inflow will be routed through the reservoir and the spillway using the Corps HEC-RAS hydraulic computer model. Two conditions will be modeled:
 - a. **Existing Condition:** The dam will be analyzed to see if it will be overtopped by the required design flood (75% PMF). The hydraulic adequacy of the dam will be determined by determining the percent passing of the required test flood.
 - b. **Proposed Condition:** The HEC-RAS hydraulic model will be modified to determine the height that the effective crest of the dam must be raised in order to

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safely pass the 75% PMF inflow hydrograph. (Note: Typically, the dam be modified to pass the design flood by raising the dam or widening the spillway (or a combination of both).

The deliverables for this task will include a detailed engineering report that includes recommendations to modify the dam to safely pass the 75% PMF. This may include raising the dam crest and/or widening the spillway. In addition, recommendations will be provided to complete the replacement of the spillway slab and armoring the spillway outlet area. Order of magnitude costs will be provided for the recommended modifications. The engineering results will be used to develop plans & specifications in Task-4 below.
Fee - \$12,500.

3. **Breach Analysis & Emergency Action Plan:** This task consists of developing a 2-dimensional hydraulic routing from the dam, down Loy Creek to its confluence with Iron Ore Creek. A breach analysis will be conducted that considers three scenarios:
- a. **Sunny Day Breach:** This condition assumes that the dam fails due to internal erosion (piping) when the lake is at its normal pool level and no rainfall occurs.
 - b. **Barely Overtopping Breach:** This condition routes the inflow hydrograph that causes the dam to just barely overtop which is assumed to initiate a breach of the earthen embankment due to head cutting erosion along the downstream toe working its way back up through the dam to the reservoir.
 - c. **75% PMF Breach:** This condition assumes that the dam will overtop and will fail during the peak water surface elevation that occurs in the reservoir during the 75% PMF storm event.

Note: The breach flood waves for each of the three conditions noted above will be routed downstream, through and/or over road crossings. Please note that even during the 100-year flood event, floodwater will be backed up onto Loy lake Dam. It is anticipated that US-75 will act as a temporary detention dam and back water up to and over Loy Lake Road and South Polaris Street. The US-75 feeder road may also be flooded for a period of time.

Please see **Figure-1**, which is an excerpt from the FEMA Flood Insurance Rate Map (FIRM) which shows this effect. The FIRM's effective date is September 29, 2010. The map also shows that the Katy Memorial Expressway (Loop 503) can also be expected to be overtopped and flooded during even the 100-year frequency flood. Some of the flooding of Loop 503 may be expected to occur as a result of backwater flooding from Iron Ore Creek.

The breach analysis will be extended downstream until there is less than one-foot difference between the breach and non-breach condition. Inundation maps will be created that show locations of road closures and any houses or businesses that may need to be evacuated during a breach of the dam.

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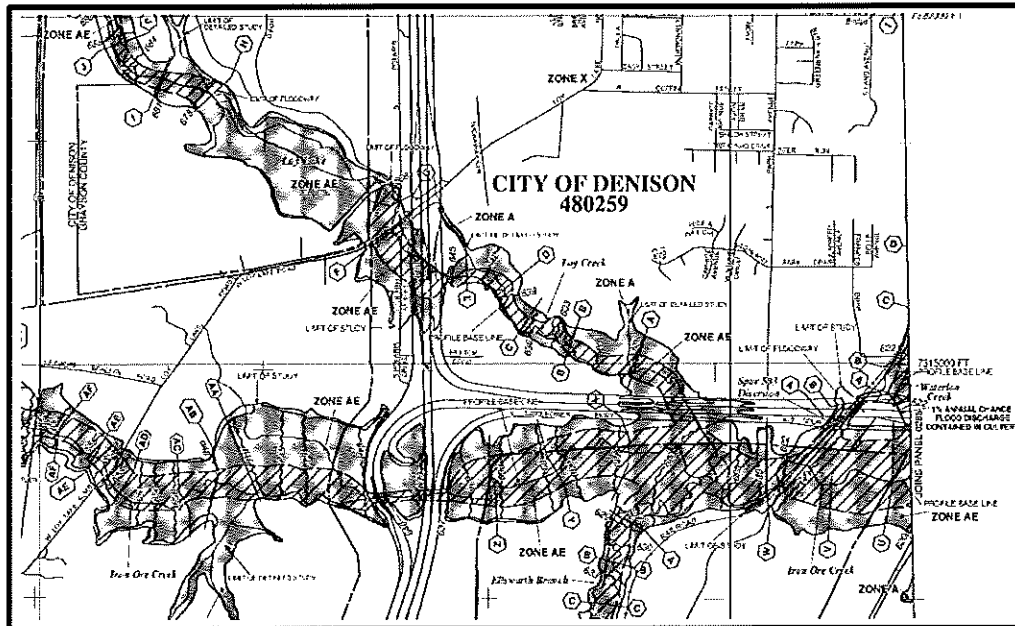


Figure-1: FEMA 100-year Floodplain in Project Area (FIRM dated September 29, 2010)

The deliverables will include a Technical Memorandum that will provide a summation of the breach parameters and the breach results for all three scenarios. The inundation maps will be used in the technical memo.

This task also includes the development of an EAP using the TCEQ's "*Guidelines for Developing Emergency Action Plans for Dams in Texas*". The inundation map for the 75% PMF will be incorporated into the EAP. The EAP will contain notification flow charts with contact information for emergency responders. It will also have a list of contractors that may be called upon to provide emergency services, materials and repairs.

Fee - \$25,000. (Includes detailed Breach Analysis Report and Emergency Action Plan)

- 4. Operation & Maintenance Plan:** An O&M Plan will be developed for Loy Lake Dam that will satisfy the TCEQ's requirement. The plan will include items addressed in the "Requirements & Recommendations" section of the 2018 TCEQ inspection report. The deliverable will consist of an O&M Plan based upon the TCEQ's guidance.
Fee - \$2,500.

- 5. Plans & Specifications to Improve Loy Lake Dam:** The engineering analysis task described above will drive the design of the improvement of Loy Lake Dam. The plans will include the demolition and replacement of the old, deteriorated spillway slab (lower slab). This slab area was not replaced during repairs that were funded by FEMA after a flood event caused damage to the original spillway slab. Additionally, the FEMA funded repairs did not include creating a plunge pool or stilling basin for the terminal end of the spillway, which is needed.

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Note: Typically, the hydraulic adequacy of a dam is achieved by raising the embankment or widening the spillway. Sometimes a combination of both is used to allow the dam to safely pass the TCEQ's required test flood. Dams are most often raised by adding compacted fill materials in horizontal lifts, usually from the downstream toe up to the crest of the dam. This requires that all trees and brush be removed from the dam. The raised dam section is often flattened to provide additional slope stability for the dam. Raising and flattening the slope of a dam results in a widened footprint of the embankment. However, there are historical structures located along the downstream toe of the dam. These buildings and camp sites were constructed by the Civilian Conservation Corps (CCC), beginning in 1933. Due to the presence of these historic sites, it is recommended that no work be performed along the downstream slope or toe area of the dam.

The upstream slope of the dam is protected by a very stable layer of hand-placed rock rip rap. Adding compacted soil to the upstream slope would be impractical without demolishing the perfectly good existing rip rap layer.

Therefore, the most practical way to raise the dam is by the use of a reinforced concrete parapet wall installed along the upstream edge of the dam crest. **Figure-2** shows a parapet wall I designed for a similar sized dam in Central Texas. Please note that it is anticipated that the parapet wall may only need to be 2.5 to 3 feet in height depending on the results of the H&H analysis. If the city desires, stone fascia or stamped and stained concrete forms may be used to create a more aesthetic look for the parapet wall.



Figure-2: Parapet wall constructed for central Texas dam.

TCEQ Dam Safety Coordination: After review and approval of the plans and specifications by the City of Denison, Purkeypile Consulting will submit the plans and

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specifications to the TCEQ Dam Safety program for their review. Typically, the TCEQ will provide a comment or approval letter within 30 days of the submittal of the project documents.

The deliverables will include a set of plans and specifications that are suitable for a contractor to construct the modifications and repairs needed for Loy Lake Dam. The plans will be provided in 11" x 17" format, which is the preferred size for the TCEQ's review and records retention. The plans will be provided in a digital format such that they may be shared and printed out as needed. Paper copies can be provided upon request.

Fee - \$45,000.

Sub-Total Project Engineering Cost: \$85,000.

ADDITIONAL SERVICES:

Purkeypile Consulting will manage sub-consultants/sub-contractors based upon an hourly rate (please see attached rate sheet). Typically, my time would consist of coordinating with the subcontractor and reviewing the deliverables for the City of Denison. Anticipated sub-contractor fees are approximate and are based upon similar projects. It is anticipated that the following subcontractor specialties will be utilized during the project:

1. Geotechnical Consultant:

- a. **Materials Testing:** Concrete compressive strength testing of concrete for parapet wall, spillway floor slab and stilling basin. **Fee - \$15,000.**
- b. **Borings:** Drill two 40-foot deep borings in embankment. Determine soils properties of embankment materials and the underlying foundation. Convert borings to capped open-well piezometers for future measurement.
- c. **Global Stability Analysis:** Use soils properties from borings and physical geometry of the embankment to determine the global stability of the dam assuming the maximum loading condition with the parapet wall and the peak water surface elevation experienced during the 75% PMF event.

Estimated Fee - \$25,000. (For two borings, piezometer installation, soils analysis and stability analysis with report)

Note: The City of Denison has expressed a desire to excavate sediment from the area along the upstream toe of the dam; however, the TCEQ requires that the owner must maintain 200 feet distance from the main embankment before any sediment can be removed unless an engineering analysis can determine that the dam will remain stable after removal of the sediment. The geotechnical stability analysis can be used to determine if the embankment will remain stable after dredging sediment from in front of the dam.

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2. **Environmental Consultant: (approximate fee - \$10,000.)**
 - i. **Historical/Cultural Assessment:** Conduct an assessment of cultural and historical conflicts for the project site that will allow the contractor to avoid sensitive areas.
 - ii. **Corps Permitting:** Determine the need for coordination with the Corps of Engineers regarding environmental concerns. It is anticipated that the work may proceed under an existing Nationwide Permit to avoid conflicts with EPA 404 permitting.
3. **Hydrographic Surveying:** This task is optional; however, it is included due to previous discussions of the desire to determine the actual volume of the lake after over 90 years of possible sediment accumulation. Fee to be determined, if needed.
4. **Construction Phase Observation:** The TCEQ requires that a professional engineer or a qualified inspector conduct the inspections (see below):

299.25. Construction Inspection.

(a) The owner shall have a professional engineer, or a qualified inspector, provided the inspector is under the direct supervision of the owner's professional engineer, conduct inspections of the construction work to determine if the work is in compliance with approved construction plans, specifications, and accepted engineering practices.

(b) The executive director may make periodic inspections of the construction to determine if the dam is in compliance with approved plans and specifications. If the executive director's inspection reveals that the dam is not being constructed according to the approved construction plans and specifications, the executive director shall notify the owner by telephone and in writing as outlined in the most current version, at the time of the evaluation, of the agency's Design and Construction Guidelines for Dams in Texas of the deficiency items or violations noted. The executive director shall direct the owner to take the necessary action to bring the project into compliance with the approved plans and specifications within 30 days after being notified.

(c) The owner, at the owner's expense, shall submit documentation of the work or tests performed or sufficient information to enable the executive director to determine if conformity with approved plans and specifications is accomplished.

The City of Denison may select/use a qualified construction inspector to perform daily observations of the construction. The inspector should provide a short weekly construction observation report to Purkeypile Consulting which contains photos and a description of the work that was observed during the week. Purkeypile Consulting will submit the reports and any materials testing reports to the TCEQ, as is required by their dam safety rules.

Purkeypile Consulting can make field observations during critical phases of the construction. Each field trip will consist of observation of the construction, consultation with the City's inspector and the contractor and will result in a Construction Observation

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Report which will be submitted to the TCEQ. It is anticipated that at least three field trips will be required at a cost of \$1,500 for each trip. The fees include all expenses and time for each trip. **The not-to-exceed cost for the three field trips will be \$4,500.**

SCHEDULE

Based upon my current workload, Purkeypile Consulting can begin the tasks outlined above upon execution of this letter agreement.

The following schedule lists the task in order of occurrence:

1. **On-Site Assessment:** The on-site assessment can be scheduled with the City of Denison to be performed as soon as the City is ready to proceed. A report will be submitted within two weeks of the assessment.
2. **Engineering Analysis:** The engineering analysis will begin after the on-site assessment report has been submitted. It is anticipated that the report can be provided within five weeks.
3. **Breach Analysis & Emergency Action Plan:** Upon authorization of this contract, data will be requested from FEMA (100-year floodplain data) and the Texas Department of Transportation (Plans for roads crossings and culverts). Upon receipt of the data, the 2-dimensional hydraulic model will begin development. The EAP will begin to be developed at the same time. It is anticipated that the study results (Technical Memo) and the EAP can be provided within 6 weeks of commencement of the analysis. This effort will overlap with the Engineering Analysis of Task-2.
4. **O&M Plan:** The O&M Plan will be provided within two weeks after the completion of the engineering analysis.
5. **Plans & Specifications:** The plans & specifications will be provided eight weeks after the completion of the engineering analysis.

COMPENSATION:

Purkeypile Consulting will invoice on a monthly basis or as each task is completed. It is expected that the Owner will make payment of each invoice within thirty (30) days of receipt of the invoice.

RETAINER:

A retainer fee is not required for this project.

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AUTHORIZATION:

If this proposal is suitable, please sign and return a copy. The signed copy will serve as our contract of services and authorization to proceed.

Offered by: Engineer

Richard Dee Purkeypile, P.E., President, Purkeypile Consulting, LLC

By: Richard Dee Purkeypile 3-27-2024
Richard Dee Purkeypile Date

Accepted by:

Bobby Atteberry, City Manager, City of Denison

By: _____
Bobby Atteberry Date

Purkeypile Consulting, LLC
 Richard Dee Purkeypile, P.E.
 Texas Firm No. 11617, Texas P.E. No. 68027
 Dam Safety Engineering & Water Resources Consulting

ATTACHMENT-A

FEE SCHEDULE

March 2024

PROFESSIONAL SERVICES

	<u>HOURLY RATE</u>
Principal Engineer/Scientist	
• Engineering (reports, analyses, etc.)	\$ 200
• On-site Assessments, Construction Site Visits	\$ 160
• Travel to Site	\$ 55
Senior Engineer/Scientist	\$ 125
Associate Engineer/Scientist	\$ 95
Staff Engineer/Scientist	\$ 85
Technician/Draftsperson	\$ 60
Secretary/Administrative Assistant	\$ 45
Expert Witness Testimony	2.5 x Normal Rates

DIRECT PROJECT EXPENSES

Automobile Use	65.5¢ / Mile (or current federal rate)
Internal Copying	15¢ / Page
Large-Scale Graphics Plotting	\$ 3.00 / Sq. Ft.
Per Diem (meals)	\$30

All other Direct Project Expenses, including lodging and Sub consultants, are charged at cost.

Labor and expense charges to assignments generally are invoiced monthly. Full payment is due within 30 days after the date of an invoice; a one percent per month service charge may be added for any past due amounts. Depending on the nature of the work to be performed, a retainer in the amount of \$2,000 to \$5,000 may be required for a new client.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Watkins Insurance Group - Austin
3834 Spicewood Springs Rd, Ste 100
Austin TX 78759

CONTACT NAME: Michelle Ziats
PHONE (A/C No, Ext): 512-452-8877 **FAX (A/C, No):** 512-452-0999
E-MAIL ADDRESS: mziats@watkinsinsurancegroup.com

INSURED
Purkeypile Consulting LLC
21 South Hills Loop
Holiday Island AR 72631

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Sentinel Insurance Company	11000
INSURER B:	Hartford General (Rated by Multiple Companies)	914
INSURER C:	Houston Casualty Company	42374
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 129576583** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			65SBMZ7159	8/2/2023	8/2/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			65SBMZ7159	8/2/2023	8/2/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	65WECZR4098	8/2/2023	8/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional			HCC 23 25363	8/2/2023	8/2/2024	Limit all claims E&O Retention 1,000,000 \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loy Lake Dam Rehabilitation Engineering & Design

CERTIFICATE HOLDER	CANCELLATION
City of Denison 300 W Main St. Denison TX 75020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Patricia L. Watkins</i>

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on an agreement with Plummer Associates Inc. for engineering and construction administration for the City Generators Project in the amount of \$78,405.00, (Contract No. 2024-0062) and authorize the Interim City Manager to execute all related documents.

Staff Contact

Ronnie Bates, Director of Public Works

rbates@cityofdenison.com

903-465-2720 x 2440

Summary

- If approved, this contract will enable Plummer Associates to complete design on Phase 2 of the City Generators project.
- This includes design of the City Hall generator with automatic transfer switch, design of a new pad and automatic transfer switch at the Randell Lake Raw Water Pump Station, and design of a new electrical building at the Rylant Water Treatment Plant.
- This will improve emergency electrical power for these critical facilities.

Staff Recommendation

Staff recommends approval of this item.

Recommended Motion

“I move to approve the agreement with Plummer Associates Inc. for engineering and construction administration services for the U82 Generators – Capital Project in the amount of \$78,405.00, (Contract No. 2024-0062) and authorize the Interim City Manager to execute all related documents.”

Background Information and Analysis

The Project generally consists of the engineering and construction administration services for the design of a diesel-powered generator at City Hall, automation improvements to the existing diesel-powered generator setup at the Randell Lake Raw Water Pump Station (RWPS), and automation improvements to the diesel-powered generator setup at Dean Rylant Water Treatment Plant (RWTP) plus a new high service pump station (HSPS) electrical building at RWTP.

Engineer’s services (“Services”) under this Agreement are generally identified as follows:

City Hall

- Generator and Automatic Transfer Switch (ATS) will be furnished by the City.
- Relocate the utility service transformer to the southeast corner of the City Hall parking lot.
- Locate the generator and ATS adjacent to the relocated utility service transformer.

- Replace the service disconnect inside of the building at City Hall with a tap can and install a power meter that can be monitored remotely.
- Trenching or excavating the alleyway between City Hall and the parking lot is not desired, so utilize existing service conduits into City Hall to the fullest extent possible.
- Minimize the quantity and duration of any shutdowns to City Hall. Shutdowns can only occur on the weekends.
- Construction administration services (submittal review, RFI review, monthly construction meetings)

Randell Lake Raw Water Pump Station

- Design for new generator pad, hardwire connections for generator to RWPS, replace two breakers with motorized breakers to act as ATSS.
- Construction administration services (submittal review, RFI review, monthly construction meetings)

Dean Rylant Water Treatment Plant

- Design of a new Electrical Building including structural, architectural and HVAC
- Prepare design for providing permanent connections of the existing onsite generator, which has temporary connections to the existing HSPS Electrical Building. Design includes new generator pad, design to rewire/hardwire the generator in its proposed location south of the road near the HSPS.
- Design new electrical distribution equipment with two motorized breakers to act as ATSS.
- Design shall maintain existing 600A connection into the existing Electrical Building for the existing filters air scour blower and existing Transfer Pump No. 4.
- Provide ONCOR coordination for new service to the new HSPS Electrical Building.
- Construction administration services (submittal review, RFI review, monthly construction meetings)

These plans will improve backup power for this important infrastructure. The HSPS and Rylant Plant generators are both in service – long lead time necessitated installation of a manual transfer switch. This project will upgrade to an automatic transfer switch. The generators at the Parkdale elevated storage tank and Fire Station 2 have been fully completed and are in service.

Financial Considerations

This project has been budgeted for in the Utility CIP.

Prior Board or Council Action

None.

Alternatives

Council may modify or table the item.

PLUMMER ASSOCIATES, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

Project - Generator

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

OWNER INFORMATION

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

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

SCOPE OF SERVICE:

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

GENERAL TERMS AND CONDITIONS:

1. Authorization to Proceed

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

2. Lump Sum Costs

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

3. Hourly Rates

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

fee, but do not include allowances for Direct Expenses.

4. Direct Expenses

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

5. Cost Opinions

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

6. Termination

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

7. Compensation

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

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

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

8. Insurance

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

9. Independent Consultant

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

10. Engineer's Personnel at the Project Site

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

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

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

11. Litigation Assistance

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

12. Venue

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

13. Severability and Survival

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

14. Interpretation

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

15. No Third Party Beneficiaries

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

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

16. Indemnity and Liability

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

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

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

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

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

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

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

17. Documents and Notices

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

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

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

18. Assignment

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

Exhibit A – Scope of Services

Exhibit B – Compensation

Exhibit C – Insurance

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

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

Owner:

Plummer Associates, Inc.:

By _____

By Alan R. Zuck

Title _____

Title Principal

Date _____

Date 4/11/2024

EXHIBIT A
PLUMMER ASSOCIATES, INC.
SCOPE OF SERVICES FOR CITY OF DENISON
GENERATOR IMPROVEMENTS (“Project”)

The Project generally consists of the engineering and construction administration services for the design of a diesel-powered generator at City Hall, automation improvements to the existing diesel-powered generator setup at the Randell Lake Raw Water Pump Station (RWPS), and automation improvements to the diesel-powered generator setup at Dean Rylant Water Treatment Plant (RWTP) plus a new high service pump station (HSPS) electrical building at RWTP.

Engineer’s services (“Services) under this Agreement are generally identified as follows:

City Hall

- Generator and Automatic Transfer Switch (ATS) will be furnished by the City.
- Relocate the utility service transformer to the southeast corner of the City Hall parking lot.
- Locate the generator and ATS adjacent to the relocated utility service transformer.
- Replace the service disconnect inside of the building at City Hall with a tap can and install a power meter that can be monitored remotely.
- Trenching or excavating the alleyway between City Hall and the parking lot is not desired, so utilize existing service conduits into City Hall to the fullest extent possible.
- Minimize the quantity and duration of any shutdowns to City Hall. Shutdowns can only occur on the weekends.
- Construction administration services (submittal review, RFI review, monthly construction meetings)

Randell Lake Raw Water Pump Station

- Design for new generator pad, hardwire connections for generator to RWPS, replace two breakers with motorized breakers to act as ATSs.
- Construction administration services (submittal review, RFI review, monthly construction meetings)

Dean Rylant Water Treatment Plant

- Design of a new Electrical Building including structural, architectural and HVAC
- Prepare design for providing permanent connections of the existing onsite generator, which has temporary connections to the existing HSPS Electrical Building. Design includes new generator pad, design to rewire/hardwire the generator in its proposed location south of the road near the HSPS.
- Design new electrical distribution equipment with two motorized breakers to act as ATSS.
- Design shall maintain existing 600A connection into the existing Electrical Building for the existing filters air scour blower and existing Transfer Pump No. 4.
- Provide ONCOR coordination for new service to the new HSPS Electrical Building.
- Construction administration services (submittal review, RFI review, monthly construction meetings)

**EXHIBIT B
PLUMMER ASSOCIATES, INC.
COMPENSATION FOR CITY OF DENISON
GENERATOR IMPROVEMENTS (“Project”)**

BASIC SERVICES

Client shall pay Plummer for Basic Services rendered for “Scope of Services” as provided in this Agreement. The total cost of Basic Services is **\$78,405** on a lump sum basis. Monthly invoices based on percent completion shall be submitted to Client with Plummer submitting invoices for percent complete. Note that the Basic Services do not include any application or permit fees if needed.

BASIC SERVICES Total \$78,405

ADDITIONAL SERVICES

Additional Services, if any, will be conducted only as authorized by the Client. Compensation for Additional Services will be determined if the Additional Services are needed or desired by the Client.

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



May 6, 2024
Regular Council Meeting

Agenda Item

Receive a report, hold a discussion, and take action on the approval of the purchase of a Leeboy brand asphalt maintenance equipment package, with a total purchase amount of \$242,944.26, from Romco Equipment Co., and authorize the Interim City Manager to execute any associated documents.

Staff Contact

Ervin Pariera, Assistant Director of Public Works
epariera@cityofdenison.com
903-647-4190

Summary

- Asphalt lay down machines are commonly used to repair and or construct larger areas of asphalt streets.
- The Streets division of Public Works currently utilizes a pothole patch truck for asphalt pavement maintenance limiting the division to pothole patching only.
- The proposed purchase will provide Streets with an appropriately sized asphalt lay down machine, tack trailer, and hotbox trailer to allow them to begin performing overlays and larger asphalt repair projects.

Staff Recommendation

Staff recommends approval of this purchase.

Recommended Motion

“I move to approve the of the purchase of a Leeboy brand asphalt maintenance equipment package, with a total purchase amount of \$242,944.26, from Romco Equipment Co., and authorize the Interim City Manager to execute any associated documents.”

Background Information and Analysis

The Streets division of Public Works is responsible for the maintenance of all asphalt roadways within city limits. The primary tool the division has available to them to make repairs is a pothole patch truck, Unit # 5767, which the division uses to heat, transport, and fill potholes with asphalt. The division does not currently have any equipment available to them that would allow them to make larger repairs or perform overlays of a lane segment. Now that the division is nearly fully staffed, and the need for larger asphalt repairs and overlays is great, Public Works is requesting approval to purchase equipment that will allow the division to perform larger scale work. The proposed purchase will provide the division with appropriately sized machines to do this work and will allow them to be more effective in the maintenance of asphalt streets.

The cooperative purchase program equipment package proposal from Romco Equipment Co. includes a Leeboy 7000C Asphalt Paver, commonly referred to as a lay down machine, that is capable of a variable paving width up to 13 feet and variable depths from zero to 6 inches. The paver is equipped with a diesel

engine, 6-ton conveyor hopper, free floating screed with hydraulic vibrator, and washdown system. Also included in the package is a Leeboy brand L300T trailer mounted tack tank with a 300-gallon capacity, 12-foot spray with wireless controls, 40-foot hose reel, and 7-gallon flush tank. Lastly, the equipment package includes a Leeboy HB4T hotbox trailer that will serve as a backup to the pothole patch truck and whenever a repair needs to be completed in an area that is difficult to access with a larger vehicle. If approved, the asphalt equipment package will be delivered by the end of June of this year.

Financial Considerations

The asphalt equipment package was budgeted for in the FY2024 budget as a capital purchase and will be financed.

Prior Board or Council Action

None.

Alternatives

Council may choose to reject this purchase and direct staff to specify a different solution and or purchase from a different vendor.



1519 West Belt Line / Carrollton TX 75006 / 214 819-4100 / Fax: 214-819-4102
Road

Quote No.
Version: 1
Date: 04/29/2024

City of Denison
PO Box 347
Denison, TX 75021

ROMCO Equipment Co. is pleased to present the following equipment for your consideration:

1 New LeeBoy 7000C Asphalt Paver

- Kubota Diesel Tier 4F Engine @ 65 Hp
- 13 gallon fuel capacity
- 6 ton conveyor hopper
- Paving widths variable up to 13ft
- Paving depths from 0 in to 6 in
- Legend full free-floating screed w/ hydraulic vibrator
- Washdown system includes electric pump w/ (2) hoses
- Under Auger cut-off gates
- Back-up alarm
- Safety beacon
- Work light package (4 lights)
- Hose reel
- Sonic Auger, sensors and cords.

SALE PRICE (BuyBoard Contract #685-22) \$163,474.76

1 New LeeBoy L300T

- 300 Gallon Capacity
- 12 ft Spray with Cab Controls, includes Wireless Remote
- 40 ft Hose Reel
- 7 Gallon Flush Tank
- One BTU Propane Burner, One starter burner
- 4,210 lbs Loaded Weight
- Pintle Eye Hitch
- All Standard Equipment

SALE PRICE (BuyBoard Contract #685-22) \$27,537.00

1 New LeeBoy HB4T

- Electric Loading Hoist – Davit Crane
- Washdown System with Electric Pump and Hose Reel
- LeeBoy Plate Compactor – LB5013 Single Direction Plate with Honda Engine

SALE PRICE (SourceWell Contract 060122-VTL) \$51,392.50

EQUIPMENT FOR THE CONSTRUCTION, MINING AND AGGREGATE INDUSTRIES

Price does not include any taxes. The above price is valid for 30 days unless specifically extended by ROMCO Equipment Co.

Notice is hereby given that ROMCO Equipment Co. LLC has assigned its rights under this sales contract to ROMCO Exchange Co. LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein.

Quoted By:

Chris Wheelock
ROMCO Equipment Co. Sales



LeeBoy

7000C

Asphalt Pavers

Using our proven Legend Screed technology, the LeeBoy 7000C delivers a quality end result while maintaining extreme versatility. This large capacity paver is a classic entry-level conveyor paver able to maneuver flawlessly around obstacles in smaller operational areas such as parking lots and driveways. Highlighting the industry's widest conveyor system within its class, the 7000C quickly preforms the job it has set to accomplish – laying a consistent, presentable mat each time.



LeeBoy

L300

Tack Tanks

Perfect for the all-inclusive commercial paving contractor, the L300 Tack Distributor provides a perfectly sized tank for small to large projects including parking lots, patching, driveways or soil stabilization. Daily tasks can be completed with ease by relying on the trouble-free gas engine and the proven reliable user-friendly design. Uniquely configurable, the customizable options give the contractor the ability to create a solution specific to their exact needs.



LeeBoy

HB4T

Hot Box

Perfect for the all-inclusive paving contractor and municipalities, the HB4T Hot Box provides a perfectly sized hopper for patching potholes and utility cuts.

Daily tasks can be completed with ease by relying on the trouble-free Beckett burner and the proven reliable user-friendly design. The Hot Box keeps plant material hot and warms cold mix to the optimal working temperature. Uniquely configurable, the customizable options give the contractor the ability to create a solution specific to their exact needs.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Robert D. Sholl and Patsy Sholl for property located at 1085 Davy Lane, Denison, Texas more particularly described as G-0062 Bennett D W & HRS A-G0062, acres 10.0, GCAD Property ID No. 113432.

Staff Contact

Julie Fort, City Attorney
(972) 668-6400

Summary

- On May 2, 2024, the City of Denison City Clerk's office received a petition by landowners Robert D. Sholl and Patsy Sholl for release from the extraterritorial jurisdiction ("ETJ").
- The petition includes approximately 10 acres located at 1085 Davy Lane, Denison, Texas, more particularly described as G-0062 Bennett D W & HRS A-G0062, acres 10.0, GCAD Property ID No. 113432.
- Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023.
- The validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

Staff Recommendation

Staff recommends denial of the ETJ release petition.

Recommended Motion

"I move to deny the Sholl Petition to remove property from the City of Denison's extraterritorial jurisdiction located at 1085 Davy Lane, Denison, Texas more particularly described as more particularly described as G-0062 Bennett D W & HRS A-G0062, acres 10.0, GCAD Property ID No. 113432, because Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City of Denison's grant of legislative discretion under Local Government Code Section 42.023. The City of Denison does not consent to removal of property from its ETJ."

Background Information and Analysis

On May 2, 2024, the City of Denison City Clerk's office received a petition by landowners Robert D. Sholl and Patsy Sholl for release from the extraterritorial jurisdiction ("ETJ"). The petition includes approximately 10 acres more particularly described as G-0062 Bennett D W & HRS A-G0062, acres 10.0, GCAD Property ID No. 113432. Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023. The City does not consent to removal of property from its ETJ.

Additionally, the validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

Financial Considerations

None.

Prior Board or Council Action

The City Council has denied previously filed petitions.

Alternatives

The City Council may table the item or approve the release petition.

PETITION FOR RELEASE OF AREA BY LANDOWNERS AND/OR RESIDENTS FROM
EXTRATERRITORIAL JURISDICTION

RECEIVED IN THE OFFICE
OF THE CITY CLERK

MAY - 2 2024

April 29, 2024

To: Christine Wallentine
City Clerk
City of Denison Texas
300 W. Main Street
P.O. Box 347
Denison, Texas 75021

Via First Class Mail & Electronic Mail
cwallentine@cityofdenison.com

Bobby Atteberry
City Manager
City of Denison Texas
300 W. Main Street
P.O. Box 347
Denison, Texas 75021

Via First Class Mail & Electronic Mail
citymanager@cityofdenison.com
batteberry@cityofdenison.com

Pursuant to Texas Local Government Code, Title 2, Subtitle C, Chapter 42, Subchapter D, § 42.101 et al, the owners of the Area consisting of one parcel of land and a total of 10 acres in the City of Denison's extraterritorial jurisdiction hereby petition the City of Denison to release said Area from its extraterritorial jurisdiction.

Area Petitioned for Release from extraterritorial jurisdiction:

Area No. 1	Owner(s): Robert D. Sholl Patsy Sholl
	Property ID# (s): 113432
	Geographic ID: 076 0062069
	Legal Description: G-0062 BENNETT D W & HRS A-G0062, ACRES 10.0 See Exhibit A for metes and bounds description and map
	Location of Property: 1085 Davy Lane, Denison, Texas 75020
	Total Acreage: 10 acres
	Current Zoning District(s): Extraterritorial Jurisdiction

Verified signatures and exhibits can be found below. We appreciate your attention to this matter. Should you have any questions, please contact us as follows:

Robert D. Sholl
Patsy Sholl
1085 Davy Lane
Denison, Texas 75020
Phone: 903-271-0737
Email: Rshollsr@aol.com

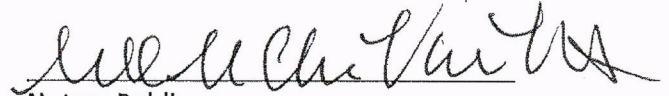
I, **Robert D. Sholl**, with a date of birth of [REDACTED], Voter Registration Number 1024842242, am registered to vote in Grayson County, Texas. My residential address is 1085 Davy Lane, Denison, Texas 75020. My wife, Patsy Sholl, and myself, are the only persons with an ownership interest in the Area identified above. In addition, all eligible voters residing in the Area identified above are included in and signing this petition.

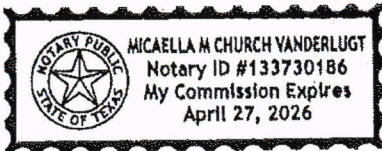
THE STATE OF TEXAS COUNTY OF GRAYSON BEFORE ME, a Notary Public, on this day personally appeared Robert D. Sholl, the undersigned, who, under oath, stated the following: "I hereby certify that I am Robert D. Sholl, and the information contained herein is true and correct and within my personal knowledge."


Robert D. Sholl

4/30/24
Date

Signatures SUBSCRIBED AND SWORN TO before me, this 30 day of April, 2024.


Notary Public

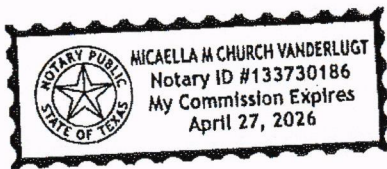


I, Patsy Sholl, with a date of birth of [REDACTED], Voter Registration Number 1024842257, am registered to vote in Grayson County, Texas. My residential address is 1085 Davy Lane, Denison, Texas 75020. My husband, Robert D. Sholl, and myself, are the only persons with an ownership interest in the Area identified above. In addition, all eligible voters residing in the Area identified above are included in and signing this petition.

THE STATE OF TEXAS COUNTY OF GRAYSON BEFORE ME, a Notary Public, on this day personally appeared Patsy Sholl, the undersigned, who, under oath, stated the following: "I hereby certify that I am Patsy Sholl, and the information contained herein is true and correct and within my personal knowledge."

Patsy Sholl 4/30/24
Patsy Sholl Date

Signatures SUBSCRIBED AND SWORN TO before me, this 30 day of April, 2024.



Micaella M Church Vanderlugt
Notary Public

EXHIBIT "A"

A 10 acre tract of land out of an 80 acre tract conveyed to TOM HIGGINS by Pinkie Belle Brack by warranty Deed Dated October 30, 1968 and recorded in Volume 1119, Page 533, of the Grayson County Deed Records, situated in the D. W. BENNETT survey by patent number 156, Volume 5, Abstract number 62 on the waters of Iron Ore Creek and more particularly described as follows:

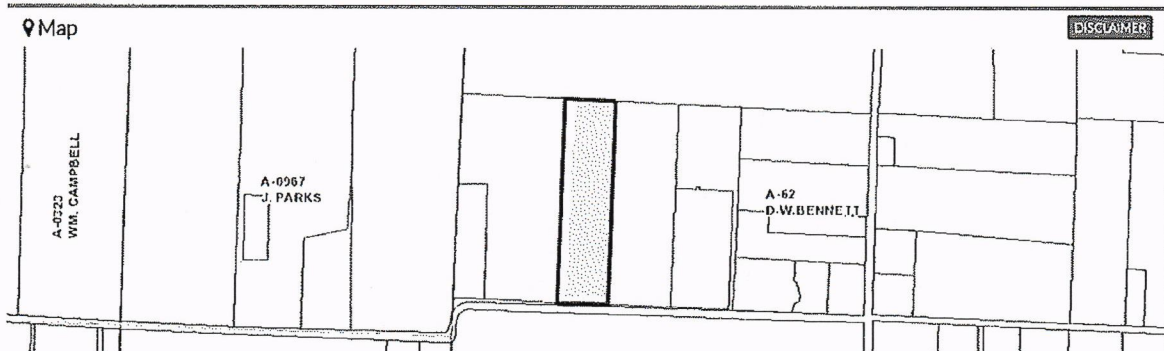
BEGINNING AT a point in the center of a county road on the south line of said 80 acre tract 657.5 feet N-83-30-E from the southwest corner of same.

THENCE N-83-30-E, along and with the center of said county road, and South line of said 80 acre tract, 328.7 feet to a point.

THENCE N-06-08-W, 1325.0 feet to a 3/4 inch iron rod set in the North line of said 80 acre tract.

THENCE S-83-30-W, along and with the North line of said 80 acre tract, 328.7 feet, to a 3/4 inch iron rod.

THENCE S-06-08-E, 1325.0 feet to the place of beginning, containing 10 acres of land, more or less surface property only.



City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on a Written Services Agreement to allow services for a Voluntary Annexation Petition for property containing approximately 2.539 acres, legally described as GCAD Property ID No. 436967, being a part of the M.C. Davis Survey, Abstract No. 336 conveyed to Citrus Equities, LLC, by deed recorded in document No. 2021-22302, Official Public Records, Grayson County; located west of property commonly known as 3621 Pottsboro Road for the expansion of a warehouse (mini)/self-storage facility.

Staff Contact

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

Summary

- The applicant is requesting the annexation of approximately 2.539 acres for property located west of 3621 Pottsboro Road.
- The applicant is seeking annexation in order to expand operations at Five Star Storage, a warehouse (mini)/self-storage facility.
- Staff recommends approval.

Staff Recommendation

City staff recommends approval Written Services Agreement.

Recommended Motion

"I move approve the proposed Written Services Agreement."

Background Information and Analysis

The applicant has submitted a Voluntary Annexation Petition to bring the subject property, consisting of approximately 2.539 acres, into the Denison City limits. The applicant is requesting annexation of the subject property in order to expand their current operations of a warehouse (mini)/self-storage facility known as Five Star Storage. In addition to the Voluntary Annexation Petition, the applicant has submitted a Zoning Application requesting the initial zoning of Commercial (C) and a Conditional Use Permit Application to amend the approved CUP, Ordinance No. 5150, to include the additional 2.539 acres upon annexation approval. The Future Land Use Plan designates this area to be developed in a "Mixed Commercial" manner. The proposed zoning district and land use comply with this designation.

The Written Services Agreement outlines Solid Waste, Waste Water Facilities, Water Facilities, Road and Street Environmental Health and Code Enforcement, Planning and Zoning, Parks, Libraries, and other services which can be provided by the City of Denison.

Financial Considerations

N/A

Prior Board or Council Action

The Planning and Zoning Commission recommended approval of the initial zoning for the subject property as well as the amendment request to the approved Conditional Use Permit for the subject property at their meeting held on May 14th, 2024.

Alternatives

The City Council may conditionally approve, table or deny the requests.

Written Services Agreement

The undersigned parties have negotiated, and now enter into, this Written Service Agreement for C-3 Annexed Property (“Agreement”) pursuant to the authority provided by Section 43.0672, Texas Local Government Code (“LGC”). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Denison. This Agreement is for the property described in Exhibit A and depicted in Exhibit B, each attached hereto and incorporated as if fully set forth herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

- 1) **This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Sections 43.003, 43.056(b)-(o) and 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Denison in accordance with the following plan. The City of Denison shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Denison with similar topography, land use, and population density.**
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include certain duties on the part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Denison shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas within the City on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
 - b) As development commences in the annexed area, sufficient police protection, including personnel and equipment will be provided to furnish the area with the level of police services consistent with the characteristics of topography, land utilization and population density of similar areas within the City.

- c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the City limits.

2) Fire Protection

- a) The City of Denison will provide emergency and fire prevention services to the annexed area at a level consistent with current methods and procedures presently provided to similar areas within the City on the effective date of the annexation ordinance. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) As development commences in the annexed area, sufficient, fire protection, including personnel and equipment will be provided to furnish the area with the level of services consistent with the characteristics of topography, land utilization and population density of similar areas within the City. It is anticipated that the current fire protection contract will be sufficient to provide coverage for the annexed area.
- c) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the City limits.

3) Emergency Medical Services

- a) The City of Denison will provide emergency and safety services (EMS) to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Denison on the effective date of the annexation ordinance. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
- b) As development commences in the annexed area, sufficient EMS, including personnel and equipment, will be provided to furnish the area with the level of services consistent with the characteristics of topography, land utilization and population density of the similar areas within the City.
- c) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the City limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current

methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years.

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20077, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.
- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Denison water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 10204, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Denison codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Denison's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of

the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Denison with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the annexed area within sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Denison, but not mentioned above, will be provided to the annexed area beginning within sixty (60) days of the effective date of the annexed ordinance.

- 5) As development and construction commence in the annexed area, sufficient resources will be provided to furnish this area with the same level of environmental health, inspection and code enforcement services as are furnished throughout similar areas within the City.

H) PLANNING AND ZONING SERVICES

- 1) The planning and zoning jurisdiction of the City will extend to the annexed area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities owned by the City beginning on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the annexed area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents within the current City limits.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Denison on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Denison, such as municipal and general administration will be made available on the effective date of the annexation. The City of Denison shall provide levels of service, infrastructure, and infrastructure maintenance to the annexed area that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Denison with similar topography, land use, and population density.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Denison to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Denison's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.cityofdenison.com>.

[Signatures on Following Page]

Entered into this ____ day of _____, 2024.

CITY OF DENISON

By: _____
Printed Name: Bobby Atteberry
Title: Interim City Manager

OWNER: CEHC DENISON, L.L.C.

By: _____

Name: _____
Representative

Exhibit "A"
LEGAL DESCRIPTION OF AREA

Situated in the County of Grayson, State of Texas, being a part of the M. C. Davis Survey, Abstract No. 336 and being all of a 2.539 acre tract of land conveyed to Citrus Equities, LLC., by deed recorded in Document No. 2021-22302, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2" steel rod being the Northeast corner of a 1.124 acre tract of land conveyed to Michael Wayne Smith by deed recorded in Document No. 2017-14035, Official Public Records, Grayson County, Texas, also being in the South line of a tract of land conveyed to Charles E. Watson by deed recorded in Volume 1208, Page 817, Deed Records, Grayson County, Texas, also being the Northwest corner of said 2.539 acre tract being described herein;

Thence South 88°35'29" East, a distance of 134.57 feet to a found 1/2" steel rod being the Northwest corner of Lot 1, of the Crossroads Retail Center, an addition to the City of Denison, Texas, as shown by plat recorded in Volume 17, Page 69, Plat Records, Grayson County, Texas;

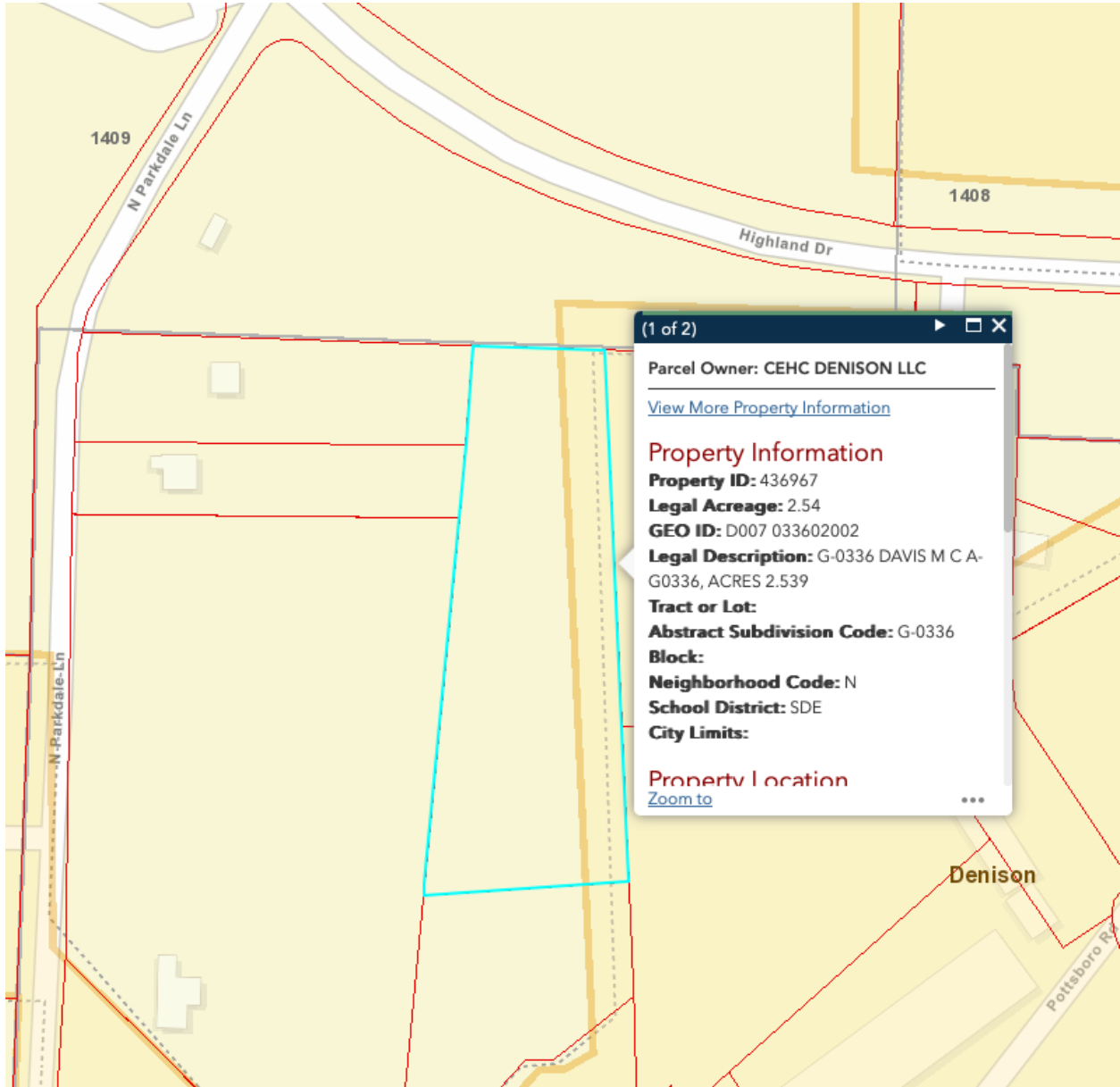
Thence South 03°00'17" East, along the West line of said Lot 1 a distance of 441.53 feet to a set 1/2" steel rod being the Southwest corner of said Lot 1, also being the Northwest corner of Lot 2 of said Crossroads Retail Center;

Thence South 02°36'13" East, along the West line of said Lot 2 a distance of 170.32 feet to a set 1/2" steel rod being the Northeast corner of the remainder of a 2.9 acre tract of land conveyed to Bernice Whitten by deed recorded in Volume 907, Page 222, Deed Records, Grayson County, Texas;

Thence South 86°28'25" West, a distance of 222.23 feet to a found 1/2" steel rod being the Northwest corner of said Whitten tract, also being in the East line of a 7.175 acre tract of land conveyed to Wanda Dollar by deed recorded in Volume 5413, Page 54, Official Public Records, Grayson County, Texas;

Thence North 05°07'55" East, a distance of 630.57 feet to the Point-of-Beginning and containing 2.54 acres of land.

Exhibit "B"
DEPICTION OF AREA



City Council Meeting Staff Report



May 20, 2024

Agenda Item

Receive a report, hold a discussion and take action on adoption of a resolution declaring official intent to reimburse costs of construction at 321 W Main Street out of tax-exempt bond proceeds.

Staff Contact

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

Summary

- The City of Denison acquired the property located at 321 W Main Street through an eminent domain process.
- The City intends to construct on the property, a facility to house a visitor center, public restrooms, and city administrative offices.
- City Council approved the design/build contract with Piazza Construction and approved preconstruction services and design at the December 4, 2023, Council Meeting.
- City Council approved the Guaranteed Maximum Price contract with Piazza Construction in the amount of \$3,339,605.00 at the April 15, 2024, Council Meeting.
- Staff is requesting approval of a reimbursing resolution at the May 20, 2024 Council Meeting.

Staff Recommendation

Staff recommends approval.

Recommended Motion

“I move to adopt the resolution declaring official intent to reimburse costs of construction at 321 W Main Street out of tax-exempt bond proceeds.”

Background Information and Analysis

In order to move forward with projects, staff are requesting Council to approve this reimbursing resolution. The reimbursing resolution gives the City approval to expense funds, if required, prior to funding and then reimburse the City’s fund balance from tax-exempt bond proceeds.

Financial Considerations

Any upfront costs would come out of fund balance and would be reimbursed through the issuance of bonds later in the year.

Prior Board or Council Action

None

Alternatives

Council could choose not to approve the resolution and construction would be on hold until funding was issued later in the year.

RESOLUTION TO DECLARE
OFFICIAL INTENT TO REIMBURSE
COSTS OF IMPROVEMENT AND EQUIPMENT PROJECTS

WHEREAS, the City of Denison, Texas (the "Issuer") is a duly created governmental body of the State of Texas;

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition, construction, reconstruction and equipment of a building for a visitor center and city administrative offices (the "Project") prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project;

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNSEL OF THE ISSUER THAT:

Section 1. The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$3,500,000 for the purpose of paying the costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

Section 4. The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

PASSED, APPROVED AND EFFECTIVE this May 20, 2024.

Mayor, City of Denison, Texas

ATTEST:

City Secretary, City of Denison, Texas

APPROVED:

City Attorney

[CITY SEAL]

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance for a Conditional Use Permit for a tract of land legally described as being a part of the Collins A R 1st Addition, Block 4, Lot 12, and being approximately 0.1722-acres; being commonly known as 517 W. Hull Street, GCAD Property ID No. 145804 to allow for an Accessory Dwelling Unit within the Two-Family (2F) Duplex Residential District. (Case No. 2024-018CUP)

Staff Contact

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

Summary

- The applicant is requesting a Conditional Use Permit (CUP) to allow for an Accessory Dwelling Unit (ADU) for an existing structure located at 517 W. Hull Street.
- The property is zoned Two-Family (2F) Duplex Residential.
- Per Section 28.49 – Use Regulation Chart, an ADU is allowed within this zoning district with an approved CUP.

Staff Recommendation

Staff recommends approval of the Conditional Use Permit with the condition that a remodel scope be provided to staff for both the ADU and primary structure.

Recommended Motion

"I move to approve the Conditional Use Permit to allow for an Accessory Dwelling Unit within the Two-Family (2F) Duplex Residential District for property located at 517 W. Hull Street with the condition that a remodel scope be provided to staff for both the ADU and primary structure."

Background Information and Analysis

The applicant, FL Logic LLC, is seeking approval for a Conditional Use Permit (CUP) to allow for an Accessory Dwelling Unit (ADU) within the Two-Family (2F) Duplex Residential District for property located at 517 W. Hull Street. Per Section 28.49 – Use Regulation Chart, an Accessory Dwelling Unit (ADU) is allowed within the 2F zoning district with an approved Conditional Use Permit (CUP).

Per the Project Narrative, the applicant wishes to remodel a space above an existing two-car garage located on site into an Accessory Dwelling Unit (ADU). The remodel will include the construction of a small kitchen, the addition of a shower to an existing bathroom, and construction of a bedroom. The applicant also states that they have completed a minor remodel of the interior of the main structure. Currently, the accessory structure has its own electric meter and shares a water meter with the main house. The applicant has not stated whether they plan to separate utilities by way of a separate water meter and sewer tap for the ADU. The applicant is proposing that the existing garage, accessed via the alley, be utilized for parking by the inhabitants for the Accessory Dwelling Unit (ADU). The drive-way,

located in the front of the primary home, will be utilized by the inhabitants of the main structure for parking.

Due to the rising cost of housing, ADU's have become a popular option for generating extra income or for finding an affordable housing unit. While the zoning district supports the use of an Accessory Dwelling Unit, Staff has concerns about the lack of information for the potential remodels for both the ADU and existing structure. The 500 block of Hull Street has seen significant new development and re-development with five (5) new single-family homes being built as well as some homes that have been remodeled. Given this, Staff recommends that a condition be placed on the approval requiring the applicant submit a full scope of what is to be remodeled to the existing structure as well as the ADU to ensure the result of a quality product consistent with the neighborhood.

The subject property has been provided the designation of Neighborhood per the Future Land Use Plan. Per the Comprehensive Plan, these areas should be developed by way of many residential types not limited to but including, single-family detached, townhomes, duplexes and accessory dwelling units.

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

Conditional Use Permit Criteria for Approval:

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

The subject property has been provided the designation of Neighborhood per the Future Land Use Plan. Per the Comprehensive Plan, these areas should be developed by way of many residential types not limited to but including, single-family detached, townhomes, duplexes and accessory dwelling units. The proposed use complies with the Comprehensive Plan.

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

The Two-Family (2F) Duplex Residential Zoning District allows the use of Accessory Dwelling Unit with an approved Conditional Use Permit. The allowance of this use complies with the base zoning district.

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

Although the property is zoned Two-Family (2F) Duplex Residential, there are no duplex or approved ADU's within the 500 block of W. Hull Street.

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

N/A

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

The applicant is proposing that the inhabitants of the ADU utilize the garage for parking and the inhabitants of the main structure utilize the existing driveway for parking.

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

N/A

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

No variance is applied or needed.

Financial Considerations

N/A

Prior Board or Council Action

The Planning and Zoning Commission recommended approval of the request at their meeting held on May 14th, 2024.

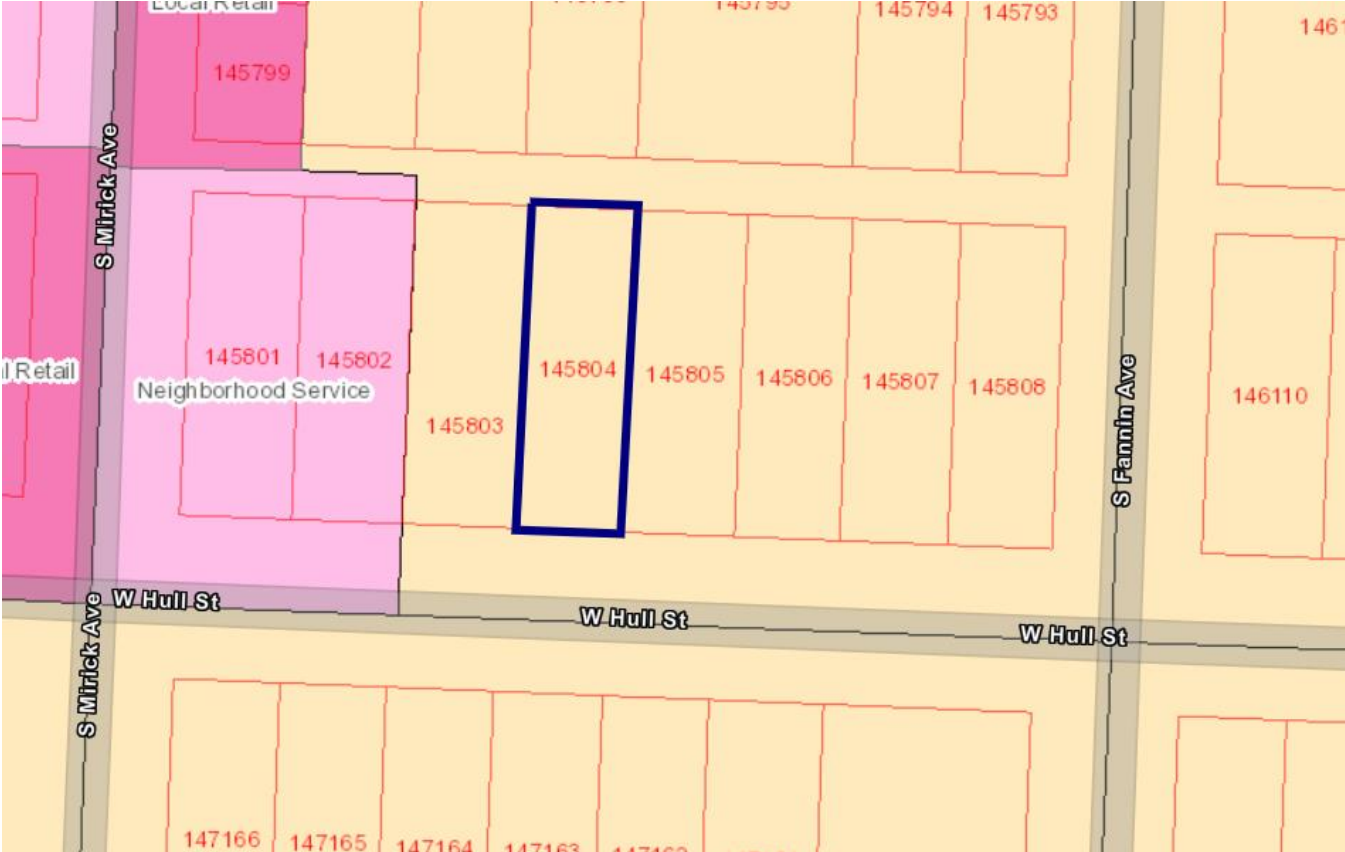
Alternatives

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

Aerial of Subject Property



Zoning of Subject Property



The plan is to convert an existing loft that is above a 2-car garage into an ADU. This particular property consists of a main house and an existing ADU which has one large room with a small patio room and a half bathroom. It has its own electric meter and shares a water meter with the main house. The Main house has a 2-car driveway for off-street parking. The ADU will use the 2-car garage for off street parking. We have already done some minor repairs to the front house which include painting and replacing the kitchen floor, new appliances and replacing some light fixtures. Our plan for the ADU is to remodel the interior by adding a small kitchen, adding a shower to the existing bathroom and a bedroom.

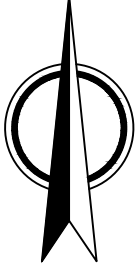
We bought this house as investment property, and we plan to sell it once the work has been completed. After inspection we were advised that the meter box had to be moved to a different location due to a property line issue. We have already completed this request and while attempting to turn the electricity on we were then advised we needed a CUP for this.

There does not seem to be a lot of traffic in this area, I don't feel that it would have much impact at all. With both units having off-street parking there should be no issue with any excess on street parking. There should be no effects on any of the adjacent properties. This again, is an existing building that was built in 1995.

This is compatible with the future land use policy. These types of units create more affordable housing options without much visible change to the neighborhood and can help close the gap that we currently see in Denison, for what is referred to as the "Missing Middle". It is important to note that within this category of residents falls local postal workers, paramedics, and fire fighters. All of which play an essential role in the community.

517 W Hull St is zoned as 2F

N SITE PLAN



SCALE: 1"=20'

LOT 6
BLOCK 4

LOT 5
BLOCK 4

LOT 4
BLOCK 4

20' ALLEY

BACK SIDE 50.00'

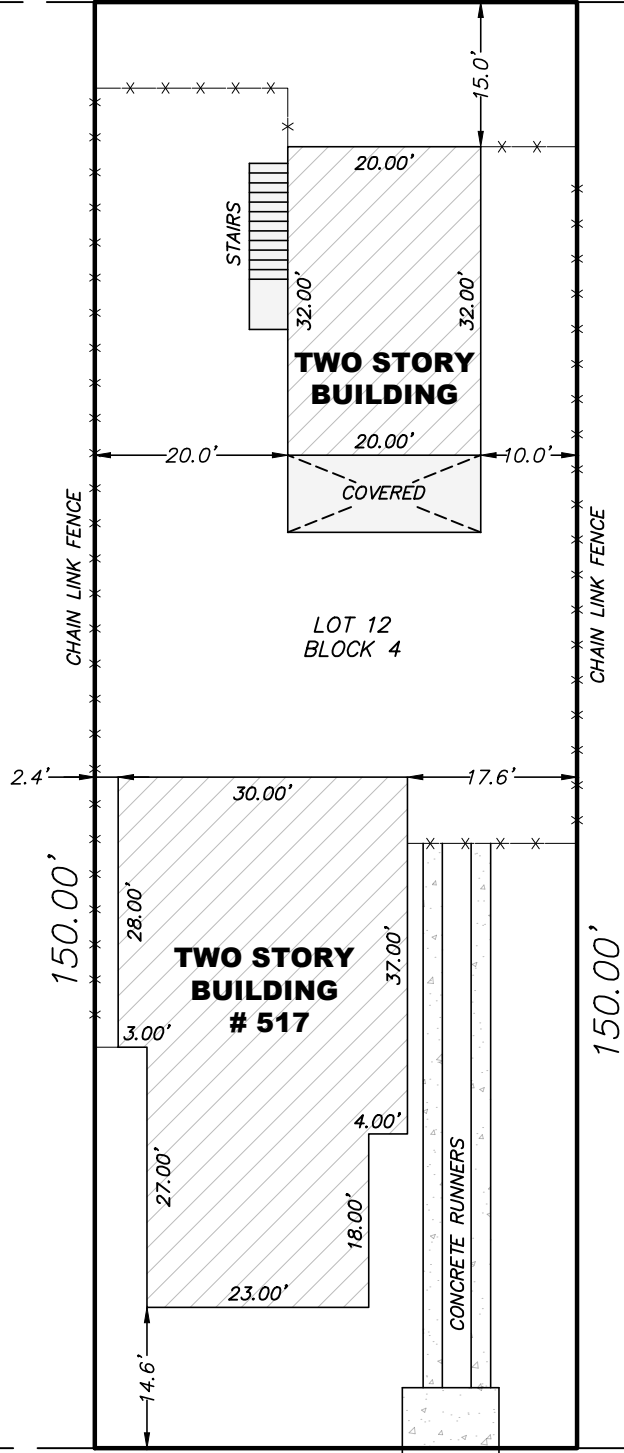
S MIRICK AVENUE
70' R/W

S FANNIN AVENUE
70' R/W

LOT 11
BLOCK 4

LOT 12
BLOCK 4

LOT 13
BLOCK 4



150.00'

FRONT SIDE 50.00'

200.00'

SIDEWALK

GUTTER

W HULL STREET

70' R/W

517 W HULL STREET, DENISON, TX. 75020

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF DENISON, TEXAS; PROVIDING FOR A CONDITIONAL USE PERMIT FOR AN ACCESSORY DWELLING IN THE TWO-FAMILY (DUPLEX) RESIDENTIAL DISTRICT BEING LEGALLY DESCRIBED AS LOT 12, BLOCK 4 OF THE A.R. COLLINS FIRST ADDITION IN GRAYSON COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 517 W. HULL STREET, CITY OF DENISON, GRAYSON COUNTY, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

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

WHEREAS, FL Logic, LLC, (“Owner”) owns Lot 12, Block 4 of the A.R. Collins Addition, Grayson County, Texas, as described and depicted in **Exhibit “A”**, which is attached and incorporated as if fully set forth herein (the “Property”), and has made an application under the provisions of the Zoning Ordinance requesting a Conditional Use Permit for an Accessory Dwelling as depicted in **Exhibit “B”**, which is attached and incorporated as if fully set forth herein (the “Site Plan”), on the Property which is located in the Two-Family (duplex) Residential District; and

WHEREAS, Owner has designated Rocky Garcia of FL Logic, LLC to act in the capacity of Owner as agent for submittal, processing, representation, and/or presentation of the application, and as the principal contact person for responding to all requests for information; and

WHEREAS, the Comprehensive Zoning Ordinance of the City allows for an Accessory Dwelling in the Two-Family (duplex) Residential District with the grant of a Conditional Use Permit; and

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

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

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

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

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

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Zoning Map and Conditional Use Permit Approved. The zoning map of the City of Denison adopted by Section 28.3 of the Denison Code of Ordinances and on file in the office of the Planning Director is hereby amended to reflect the Conditional Use Permit is approved in the Two-Family (duplex) Residential District on the Property as follows:

2.01. Permit Granted. A Conditional Use Permit (“CUP” or “Permit”) for the Property authorizing use of the Accessory Dwelling, is hereby approved.

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

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

Accessory dwelling shall be considered any building or portion thereof, which is designed or used as living quarters for one (1) household including facilities for food preparation and sleeping. The accessory dwelling shall be subordinate to the primary dwelling that is located upon the same lot therewith. (i.e., the land/building area that is used for the accessory dwelling must be significantly less than that used for the primary use).

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

Section 3. Failure to Comply/Expiration/Transferable. All terms of this CUP shall be

complied with prior to issuance of a certificate of occupancy. This CUP shall be declared null and void and of no force and effect and shall discontinue if or for any one or more of the following:

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

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

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

Section 6. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance or Denison's Zoning Ordinance Chapter 28, as they exist or may be amended, shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day's violation shall

constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Denison from filing suit to enjoin the violation. Denison retains all legal rights and remedies available to it pursuant to local, state, and federal law.

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

AND IT IS SO ORDERED.

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

Ayes:

Abstentions:

Nays:

At regular meeting May 20, 2024.

ROBERT CRAWLEY, MAYOR

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT "A"
Property Description and Depiction

BEING LOT 12, BLOCK 4 OF THE A.R. COLLINS FIRST ADDITION IN GRAYSON COUNTY, TEXAS, MORE COMMONLY REFERRED TO AS 517 W. HULL STREET.

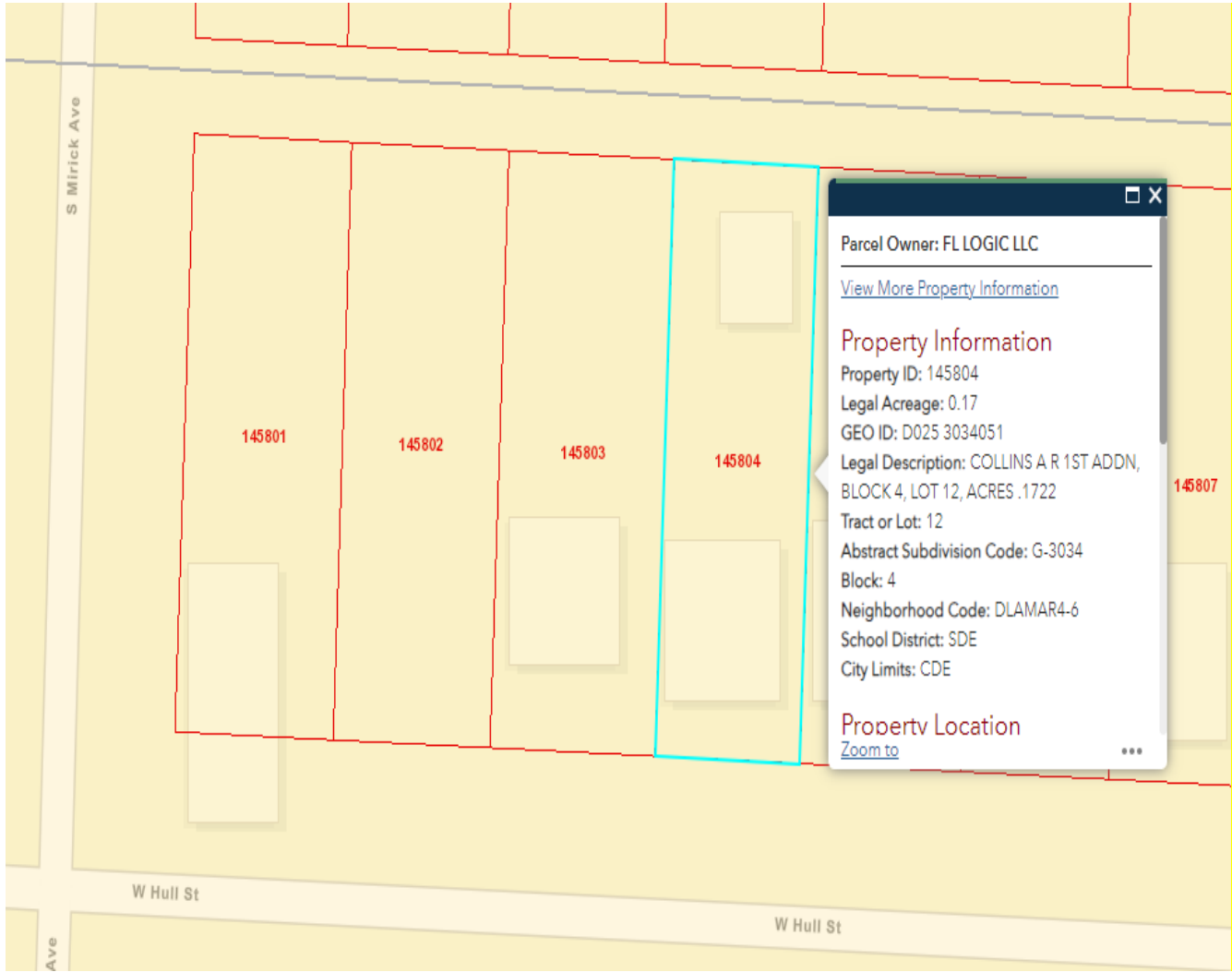
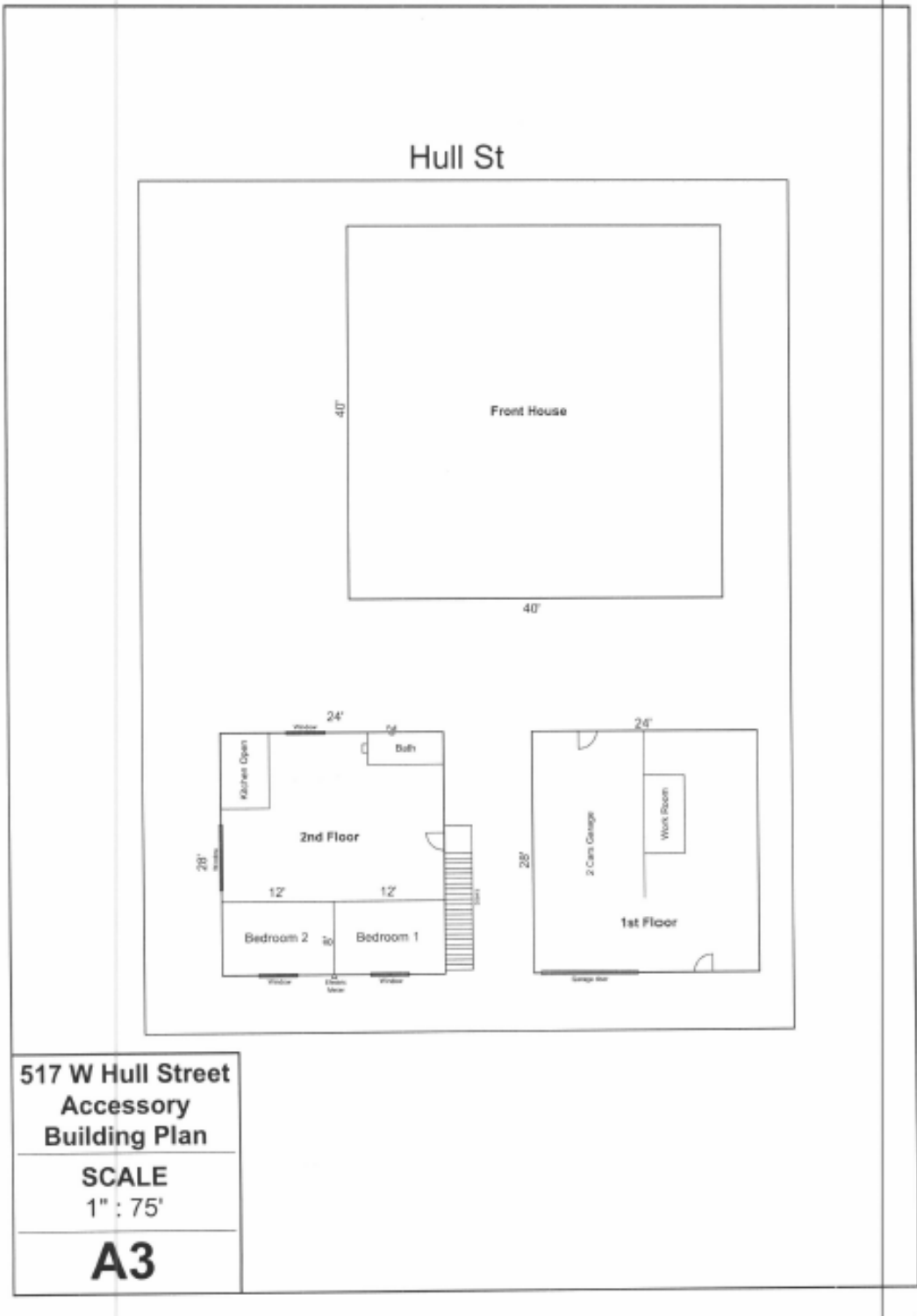


Exhibit "B"
Site Plan



City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance annexing approximately 2.539 acres legally described as GCAD Property ID No. 436967, being a part of the M.C. Davis Survey, Abstract No. 336 conveyed to Citrus Equities, LLC, by deed recorded in document No. 2021-22302, Official Public Records, Grayson County; located west of property commonly known as 3621 Pottsboro Road for the expansion of a warehouse (mini)/self-storage facility. (Case No. 2024-027A).

Staff Contact

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

Summary

- The applicant is pursuing annexation of approximately 2.539 acres for property located west of 3621 Pottsboro Road to allow for the expansion of an existing warehouse (mini)/self-storage facility.
- The applicant is requesting the subject property be initially zoned Commercial (C) and is seeking approval to amend the existing Conditional Use Permit (CUP) for the use of warehouse (mini)/self-storage facility.

Staff Recommendation

Staff recommends approval of this request.

Recommended Motion

"I move to adopt the Ordinance annexing the subject property."

Background Information and Analysis

The applicant has submitted a Voluntary Annexation Petition to bring the subject property, consisting of approximately 2.539 acres, into the Denison City limits. The applicant is requesting annexation of the subject property in order to expand their current operations of a warehouse (mini)/self-storage facility known as Five Star Storage.

Upon annexation into the City limits, properties are provided with a default zoning of Agricultural (A) unless otherwise requested. Along with the Voluntary Annexation Petition, the applicant submitted a Zoning Application requesting an initial zoning of Commercial (C) for the subject property as well as an application to amend the existing Conditional Use Permit (CUP) allowing for the use of warehouse (mini)/self-storage facility. Both requests are companion items listed within the agenda.

The Future Land Use Plan designates this area to be developed in a "Mixed Commercial" manner. Approval of annexation for the use of warehouse (mini)/self-storage complies with this designation.

Financial Considerations

N/A

Prior Board or Council Action

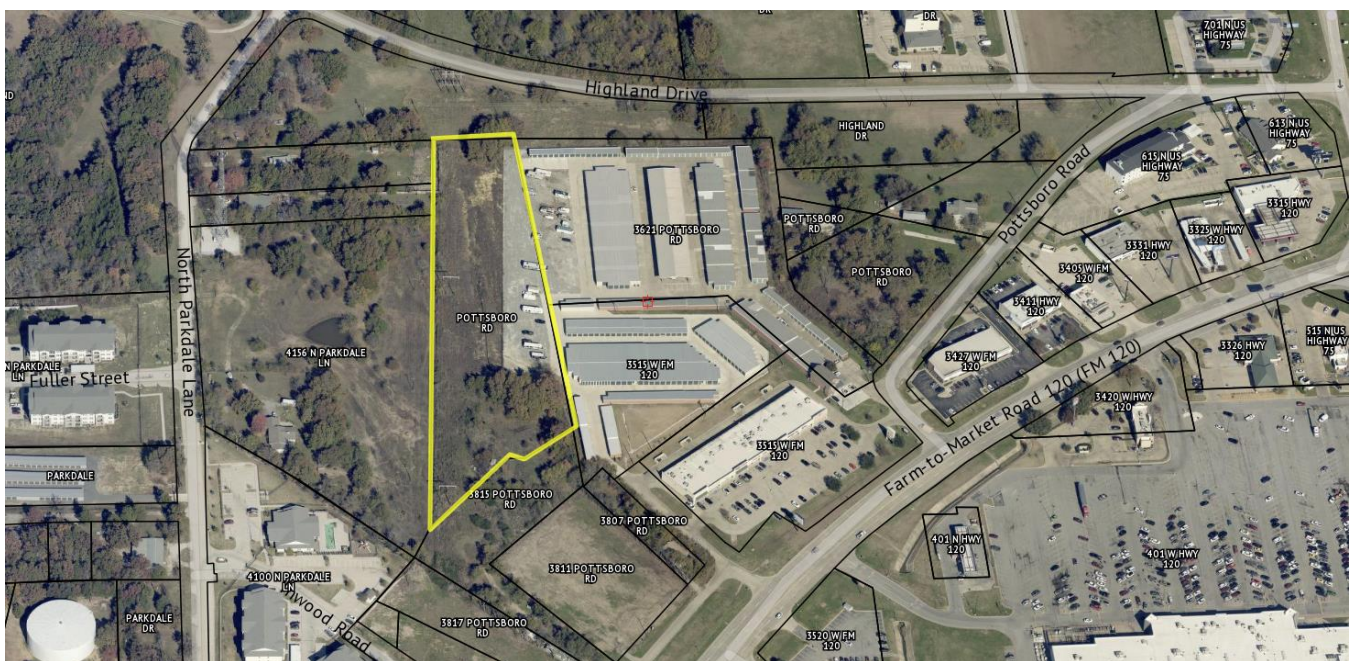
The City Council approved the existing Conditional Use Permit, Ordinance No. 5150, allowing for the warehouse (mini)/self-storage at their meeting held May 5th, 2021.

The Planning and Zoning Commission recommended approval of the initial zoning request and the amendment to the Conditional Use on May 14th, 2024.

Alternatives

The Council may conditionally approve, table or deny the request.

Aerial of Subject Property





DRAFTING & SURVEYING, INC.

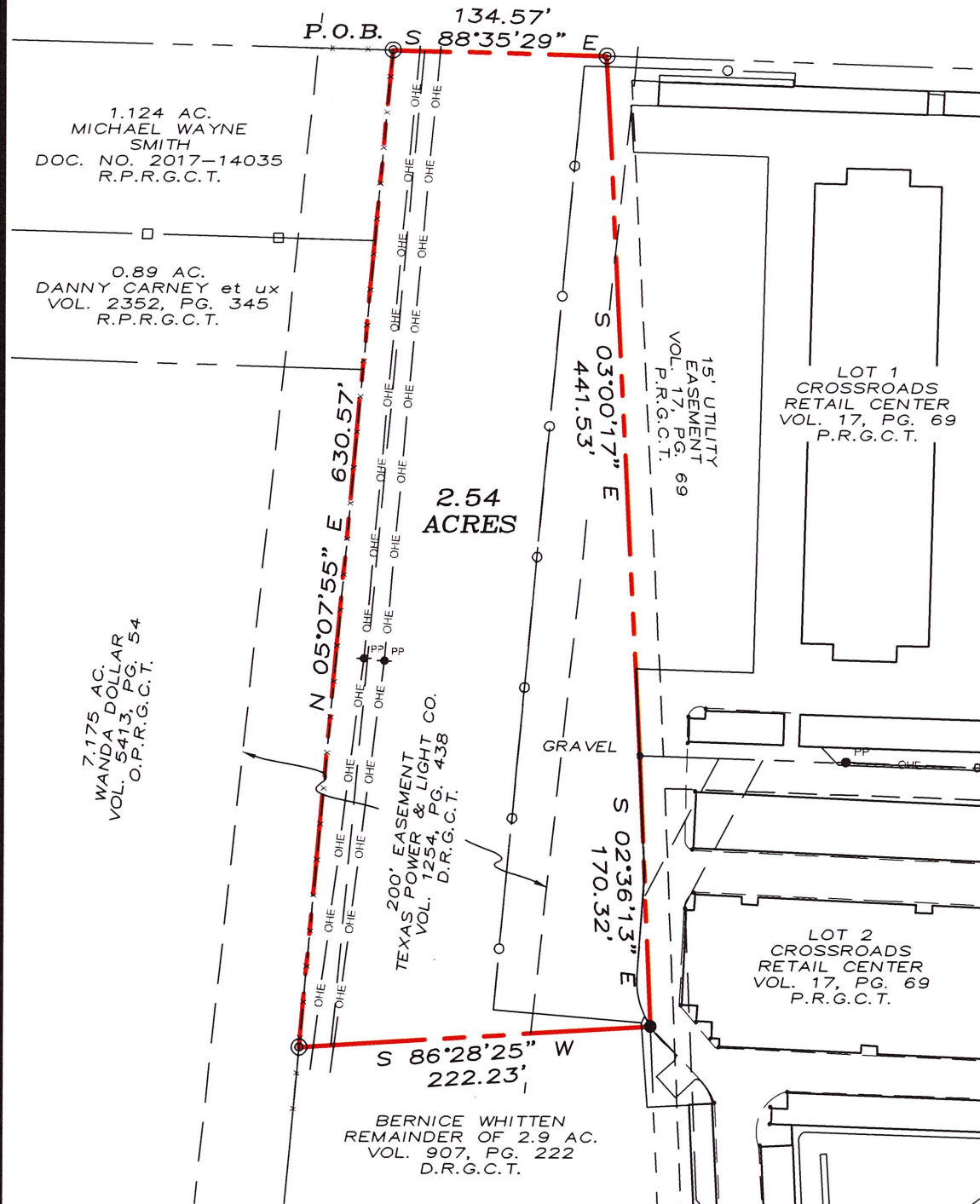
FIVE STAR STORAGE
PROJECT NARRATIVE

We are requesting this piece of property be rezoned commercial after the city annexes it into the city limits so that additional storage buildings can built.

There is vacant land zoned commercial available in the City of Denison, but we are wanting to add more storage buildings to the piece of property that already has an existing storage facility on it.

If this zoning tract if approved it shouldn't affect other areas development since we are adding to an existing tract. When this annexation and zoning are completed we will replat it all into one lot.

The property surrounding this tract of land is currently zoned the same as that requested.



SCALE
1" = 100'

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the M. C. Davis Survey, Abstract No. 336 and being all of a 2.539 acre tract of land conveyed to Citrus Equities, LLC., by deed recorded in Document No. 2021-22302, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2" steel rod being the Northeast corner of a 1.124 acre tract of land conveyed to Michael Wayne Smith by deed recorded in Document No. 2017-14035, Official Public Records, Grayson County, Texas, also being in the South line of a tract of land conveyed to Charles E. Watson by deed recorded in Volume 1208, Page 817, Deed Records, Grayson County, Texas, also being the Northwest corner of said 2.539 acre tract being described herein;

Thence South 88°35'29" East, a distance of 134.57 feet to a found 1/2" steel rod being the Northwest corner of Lot 1, of the Crossroads Retail Center, an addition to the City of Denison, Texas, as shown by plat recorded in Volume 17, Page 69, Plat Records, Grayson County, Texas;

Thence South 03°00'17" East, along the West line of said Lot 1 a distance of 441.53 feet to a set 1/2" steel rod being the Southwest corner of said Lot 1, also being the Northwest corner of Lot 2 of said Crossroads Retail Center;

Thence South 02°36'13" East, along the West line of said Lot 2 a distance of 170.32 feet to a set 1/2" steel rod being the Northeast corner of the remainder of a 2.9 acre tract of land conveyed to Bernice Whitten by deed recorded in Volume 907, Page 222, Deed Records, Grayson County, Texas;

Thence South 86°28'25" West, a distance of 222.23 feet to a found 1/2" steel rod being the Northwest corner of said Whitten tract, also being in the East line of a 7.175 acre tract of land conveyed to Wanda Dollar by deed recorded in Volume 5413, Page 54, Official Public Records, Grayson County, Texas;

Thence North 05°07'55" East, a distance of 630.57 feet to the Point-of-Beginning and containing 2.54 acres of land.

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
⊙	1/2" STEEL ROD FOUND
PP	POWER POLE
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
---	BOUNDARY LINE
---	PROPERTY LINE
---	EASEMENT LINE
-x-x-x-	BARBWIRE FENCE
○	CHAINLINK FENCE
OHE	OVERHEAD ELEC.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

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

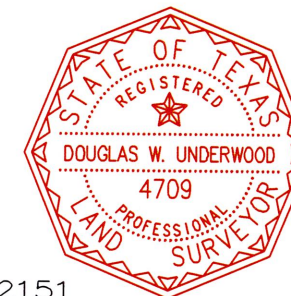


DRAFTING & SURVEYING

3404 INTERURBAN ROAD

DENISON, TEXAS 75021

(903)465-2151



Douglas W. Underwood

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300

DATE OF SURVEY: 03/20/24

**CITY OF DENISON, TEXAS
ORDINANCE NO. 2024-_____**

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF DENISON, TEXAS, TO WIT: BEING AN APPROXIMATELY 2.54 ACRE TRACT OF LAND IN THE M.C. DAVIS SURVEY, ABSTRACT NO. 336, GRAYSON COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT “A”, PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A WRITTEN SERVICE AGREEMENT; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF DENISON, TEXAS; PROVIDING CUMULATIVE REPEALING, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denison is a Home Rule Municipality located in Grayson County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Denison City Charter (the (“City”)); and

WHEREAS, following receipt of a request from CECH Denison, LLC (the “Owner”) of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 20th day of May, 2024, Denison City Hall Council Chambers located at 300 W. Main in the City of Denison, to consider the annexation of the property being more particularly described and depicted in Exhibit “A”, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notice of the public hearing was published in *The Herald Democrat*, a newspaper of general circulation within the City of Denison, Texas, on the 5th day of May 2024, such date being not more than twenty (20) days nor less than ten (10) days prior to the public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City’s internet website; and

WHEREAS, the City Council of the City of Denison, Texas has determined that such territory is located in the extraterritorial jurisdiction of the City of Denison, Texas; and

WHEREAS, the City Council of the City of Denison, Texas has investigated into, has determined and officially finds that no part of such territory is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Denison's limits, the City Council has found that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

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

SECTION 2. Official City Map Amended.

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and such territory shall be and is hereby annexed into the corporate limits of the City.

2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3. Annexation of the Area. The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and the boundary limits of the City are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4. Filing of Ordinance Required. The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies.

SECTION 5. Effect on Territory. From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City, and subject to the service agreement referenced in the above findings incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6. Severability Clause. Should any section, subsection, sentence, clause or

phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 7. 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 8. Effective Date. This Ordinance shall become effective from and after its date of passage and approval.

SECTION 9. 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 Councilmember _____, seconded by Councilmember _____, the above and foregoing ordinance was passed and approved by the following vote:

- Ayes:
- Nays:
- Abstentions:

At regular meeting held on May 20, 2024.

ROBERT CRAWLEY, MAYOR

ATTEST:

Christine Wallentine, City Clerk

Exhibit "A"

Property Legal Description and Depiction

AN APPROXIMATELY 2.54 ACRE TRACT OF LAND IN THE M.C. DAVIS SURVEY, ABSTRACT NO. 336, GRAYSON COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 3621 POTTSBORO ROAD, CITY OF DENISON, GRAYSON COUNTY, TEXAS.

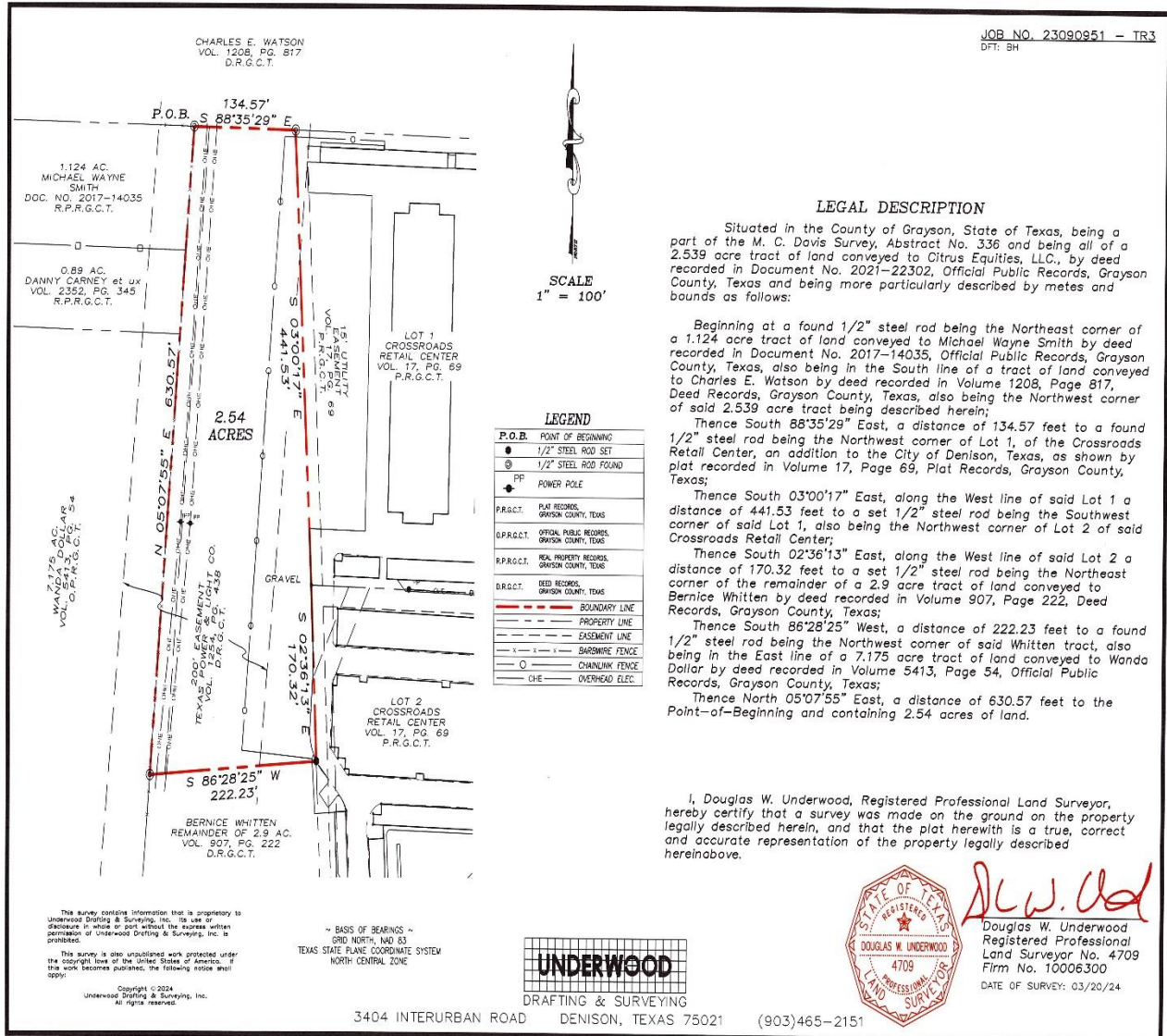


Exhibit “B”

Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

- 1) **This service plan has been prepared in accordance with the Texas Local Government Code (“LGC”), Sections 43.003, 43.056(b)-(o) and 43.0672. Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Denison in accordance with the following plan. The City of Denison shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Denison with similar topography, land use, and population density.**
- 2) For purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include certain duties on the part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

- a) Police protection from the City of Denison shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas within the City on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies.
- b) As development commences in the annexed area, sufficient police protection, including personnel and equipment will be provided to furnish the area with the level of police services consistent with the characteristics of topography, land utilization and population density of similar areas within the City.
- c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the City limits.

2) Fire Protection

- a) The City of Denison will provide emergency and fire prevention services to the annexed area at a level consistent with current methods and procedures presently provided to similar areas within the City on the effective date of the annexation ordinance. These services include:

- i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.
- b) As development commences in the annexed area, sufficient, fire protection, including personnel and equipment will be provided to furnish the area with the level of services consistent with the characteristics of topography, land utilization and population density of similar areas within the City. It is anticipated that the current fire protection contract will be sufficient to provide coverage for the annexed area.
 - c) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the City limits.
- 3) Emergency Medical Services
- a) The City of Denison will provide emergency and safety services (EMS) to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Denison on the effective date of the annexation ordinance. These services include:
 - i) Emergency medical dispatch and pre-arrival First Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) As development commences in the annexed area, sufficient EMS, including personnel and equipment, will be provided to furnish the area with the level of services consistent with the characteristics of topography, land utilization and population density of the similar areas within the City.
 - c) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the City limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years.

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20077, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the

provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

- 2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Denison water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 10204, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by city ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Denison codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Denison's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in

accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

- 2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Denison with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.
- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within the annexed area within sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Denison, but not mentioned above, will be provided to the annexed area beginning within sixty (60) days of the effective date of the annexed ordinance.
- 5) As development and construction commence in the annexed area, sufficient resources will be provided to furnish this area with the same level of environmental health, inspection and code enforcement services as are furnished throughout similar areas within the City.

H) PLANNING AND ZONING SERVICES

- 1) The planning and zoning jurisdiction of the City will extend to the annexed area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities owned by the City beginning on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the annexed area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents within the current City limits.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Denison on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Denison, such as municipal and general administration will be made available on the effective date of the annexation. The City of Denison shall provide levels of service, infrastructure, and infrastructure maintenance to the annexed area that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Denison with similar topography, land use, and population density.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Denison to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The City of Denison's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <http://www.cityofdenison.com>.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to initially zone approximately 2.539 acres legally described as GCAD Property ID No. 436967, being a part of the M.C. Davis Survey, Abstract No. 336 conveyed to Citrus Equities, LLC, by deed recorded in document No. 2021-22302, Official Public Records, Grayson County; being located west of the property commonly known as 3621 Pottsboro Road to the Commercial (C) District to allow for the use of a warehouse (mini)/self-storage facility. (Case No. 2024-028Z).

Staff Contact

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

Summary

- The applicant is pursuing annexation of the subject property in order to expand operations of Five Star Storage, a warehouse (mini)/self-storage facility.
- The applicant is requesting an initial zoning of Commercial (C) for the subject property.
- A request to amend an existing Conditional Use Permit (CUP) for the use of warehouse (mini)/self-storage facility is listed as a companion item on this agenda.

Staff Recommendation

Staff recommends approval of this request.

Recommended Motion

"I move to approve initially zoning the subject property to the Commercial (C) Zoning District."

Background Information and Analysis

The applicant has submitted a Voluntary Annexation Petition to bring the subject property into the Denison City limits. The applicant is pursuing annexation in order to expand operations for their existing warehouse (mini)/self-storage facility commonly known as Five Star Storage. In addition to submitting a Voluntary Annexation Petition, the applicant has submitted a Zoning Application and an application to amend an existing Conditional Use Permit (CUP) for the adjacent property that contains the Five Star Storage facility. In order to accommodate the expansion, the applicant is requesting initial zoning of Commercial (C).

The Future Land Use Plan designates this area to be developed in a "Mixed Commercial" manner. Initially zoning the subject property to Commercial (C) complies with the Future Land Use Plan.

According to Ordinance Section 28.10, City staff and the City Council shall consider the following factors when reviewing rezone requests:

1. *Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the city as a whole;*

The proposed land use is compatible with the area located around the property as well as the Comprehensive Plan and Future Land Use Plan.

2. *Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area;*

N/A

3. *The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the city, and any special circumstances that may make a substantial part of such vacant land unavailable for development;*

Approval of initially zoning the subject property to Commercial (C) will not impact the availability of similar land for development.

4. *The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change;*

The overall area has been developed in a commercial and retail manner. Additionally, Five Star Storage has been in operations with an approved Conditional Use Permit since 2021.

5. *How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved;*

N/A

6. *Whether the zoning petition is consistent with the current land use plan; and*

The property is depicted on the Future Land Use Plan to be developed in a Mixed Commercial Manner. This request complies with the Future Land Use Plan.

7. *Any other factors that will substantially affect the public health, safety, morals, or general welfare.*

Other factors which may substantially affect general welfare have been addressed above.

Financial Considerations

N/A

Prior Board or Council Action

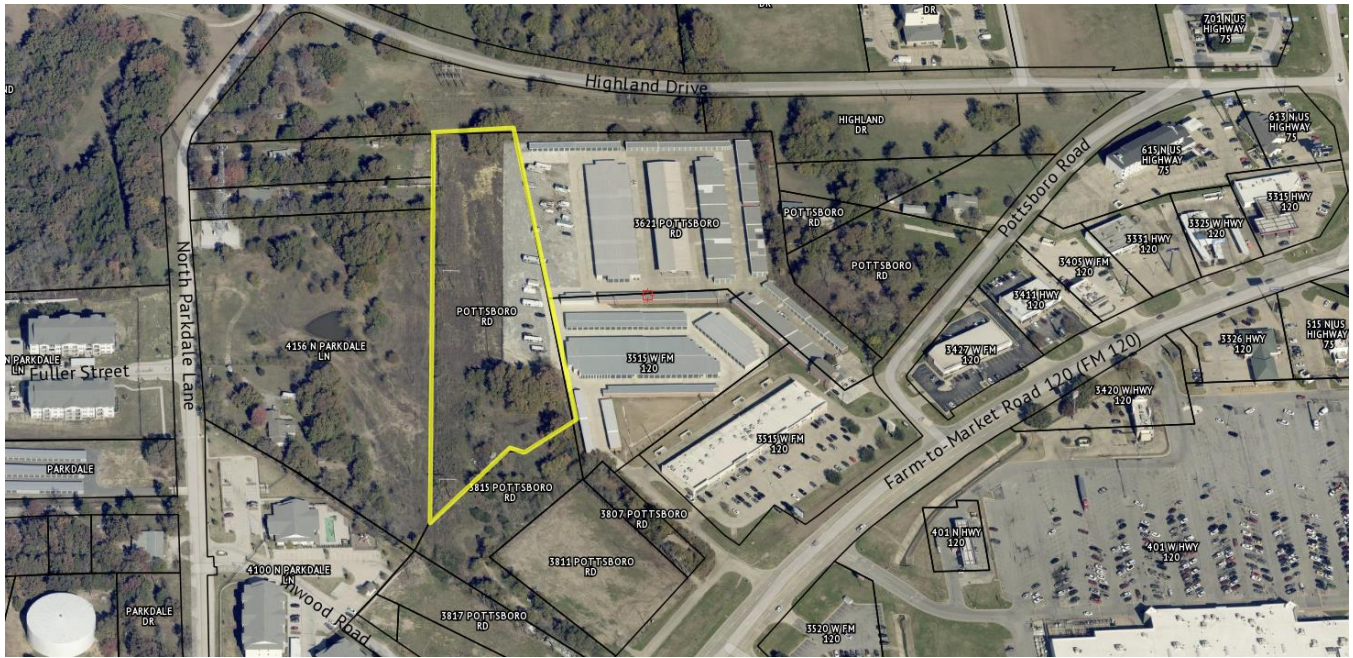
The City Council approved the existing Conditional Use Permit for Five Star Storage, Ordinance No. 5150, allowing for the use of warehouse (mini)/self-storage at their meeting held on May 5th, 2021.

The Planning and Zoning Commission recommended approval of the request at their meeting held on May 14th, 2024.

Alternatives

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

Aerial of Subject Area





DRAFTING & SURVEYING, INC.

FIVE STAR STORAGE
PROJECT NARRATIVE

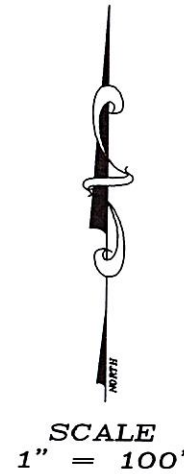
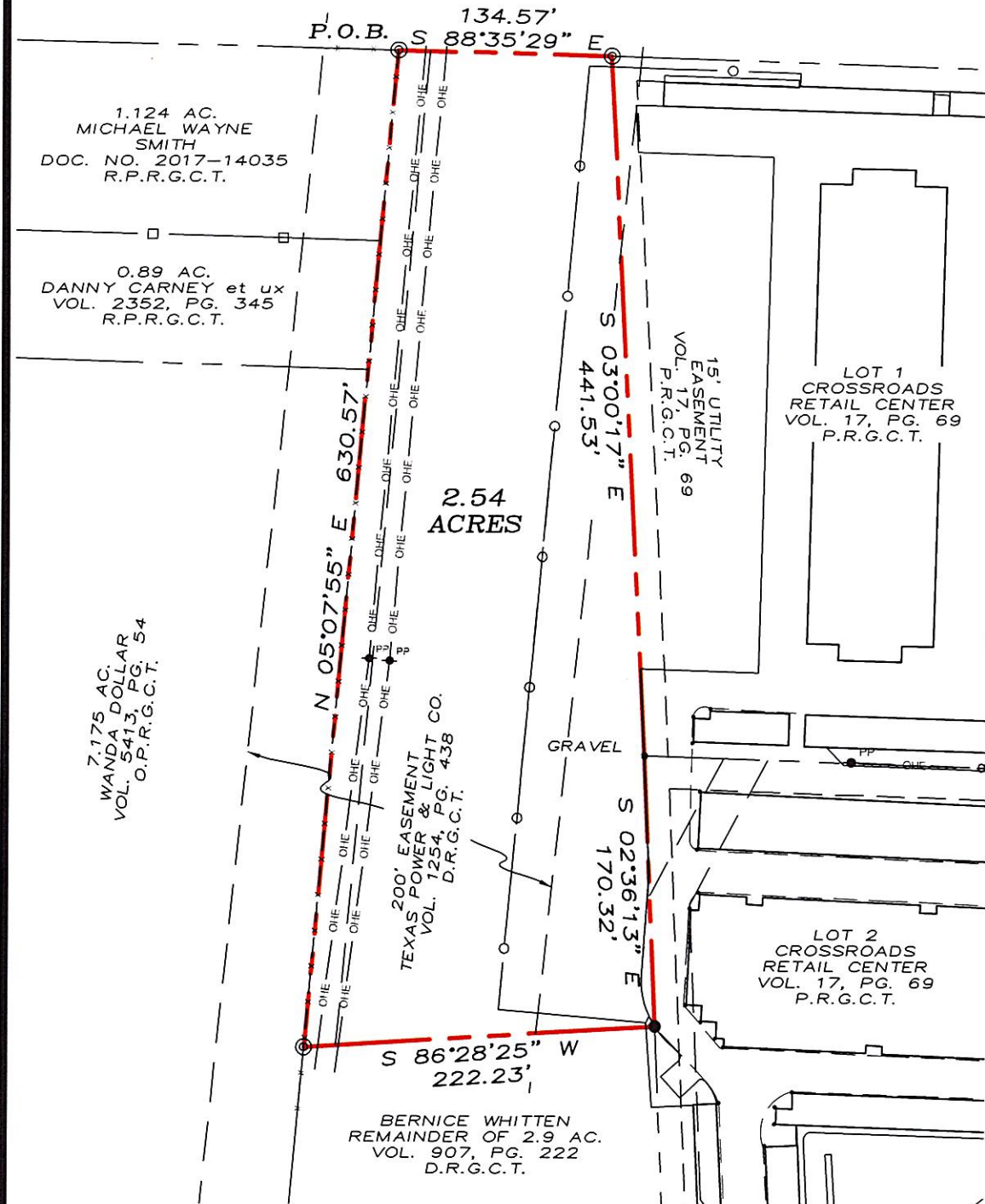
We are requesting this piece of property be rezoned commercial after the city annexes it into the city limits so that additional storage buildings can built.

There is vacant land zoned commercial available in the City of Denison, but we are wanting to add more storage buildings to the piece of property that already has an existing storage facility on it.

If this zoning tract if approved it shouldn't affect other areas development since we are adding to an existing tract. When this annexation and zoning are completed we will replat it all into one lot.

The property surrounding this tract of land is currently zoned the same as that requested.

CHARLES E. WATSON
VOL. 1208, PG. 817
D.R.G.C.T.



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the M. C. Davis Survey, Abstract No. 336 and being all of a 2.539 acre tract of land conveyed to Citrus Equities, LLC., by deed recorded in Document No. 2021-22302, Official Public Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a found 1/2" steel rod being the Northeast corner of a 1.124 acre tract of land conveyed to Michael Wayne Smith by deed recorded in Document No. 2017-14035, Official Public Records, Grayson County, Texas, also being in the South line of a tract of land conveyed to Charles E. Watson by deed recorded in Volume 1208, Page 817, Deed Records, Grayson County, Texas, also being the Northwest corner of said 2.539 acre tract being described herein;

Thence South 88°35'29" East, a distance of 134.57 feet to a found 1/2" steel rod being the Northwest corner of Lot 1, of the Crossroads Retail Center, an addition to the City of Denison, Texas, as shown by plat recorded in Volume 17, Page 69, Plat Records, Grayson County, Texas;

Thence South 03°00'17" East, along the West line of said Lot 1 a distance of 441.53 feet to a set 1/2" steel rod being the Southwest corner of said Lot 1, also being the Northwest corner of Lot 2 of said Crossroads Retail Center;

Thence South 02°36'13" East, along the West line of said Lot 2 a distance of 170.32 feet to a set 1/2" steel rod being the Northeast corner of the remainder of a 2.9 acre tract of land conveyed to Bernice Whitten by deed recorded in Volume 907, Page 222, Deed Records, Grayson County, Texas;

Thence South 86°28'25" West, a distance of 222.23 feet to a found 1/2" steel rod being the Northwest corner of said Whitten tract, also being in the East line of a 7.175 acre tract of land conveyed to Wanda Dollar by deed recorded in Volume 5413, Page 54, Official Public Records, Grayson County, Texas;

Thence North 05°07'55" East, a distance of 630.57 feet to the Point-of-Beginning and containing 2.54 acres of land.

LEGEND

P.O.B.	POINT OF BEGINNING
●	1/2" STEEL ROD SET
⊙	1/2" STEEL ROD FOUND
PP	POWER POLE
P.R.G.C.T.	PLAT RECORDS, GRAYSON COUNTY, TEXAS
O.P.R.G.C.T.	OFFICIAL PUBLIC RECORDS, GRAYSON COUNTY, TEXAS
R.P.R.G.C.T.	REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
---	BOUNDARY LINE
---	PROPERTY LINE
---	EASEMENT LINE
x-x-x-x	BARBWARE FENCE
○	CHAINLINK FENCE
OHE	OVERHEAD ELEC.

I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply.

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Underwood Drafting & Surveying, Inc.
All rights reserved.

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



3404 INTERURBAN ROAD DENISON, TEXAS 75021 (903)465-2151



Douglas W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 03/20/24

ORDINANCE NO. _____

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 OF DENISON, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY ESTABLISHING THE INITIAL ZONING CLASSIFICATION OF COMMERCIAL DISTRICT (C) WITH A CONDITIONAL USE PERMIT FOR A WAREHOUSE (MINI)/SELF-STORAGE, BEING LEGALLY DESCRIBED AS AN APPROXIMATELY 2.54 ACRE TRACT OF LAND IN THE M.C. DAVIS SURVEY, ABSTRACT NO. 336, GRAYSON COUNTY, TEXAS; AND MORE COMMONLY KNOWN AS 3621 POTTSBORO ROAD, CITY OF DENISON, GRAYSON COUNTY, TEXAS; PROVIDING THAT THE OFFICIAL ZONING MAP OF THE CITY SHALL REFLECT THE COMMERCIAL DISTRICT (C) WITH A CONDITIONAL USE PERMIT FOR A WAREHOUSE (MINI)/SELF-STORAGE FOR THE PROPERTY; PROVIDING THAT THE PROPERTY SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED SHALL BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

WHEREAS, CEHC Denison, LLC, (“Owner”) owns an approximately 2.54 acre tract of land in the M.C. Davis Survey, Abstract No. 336, Grayson County, Texas, as described and depicted in **Exhibit “A”**, which is attached and incorporated as if fully set forth herein (the “Property”), and has made an application under the provisions of the Zoning Ordinance to establish an initial zoning classification of Commercial (C) District with a Conditional Use Permit for a Warehouse (Mini)/Self-Storage; and

WHEREAS, Owner has designated Douglas Underwood of Underwood Drafting and Surveying, Inc. to act in the capacity of Owner as agent for submittal, processing, representation, and/or presentation of the application, and as the principal contact person for responding to all

requests for information; and

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

WHEREAS, the Planning and Zoning Commission has recommended approval of the initial zoning classification of the Property as Commercial (C) District with a Conditional Use Permit for a Warehouse (Mini)/Self-Storage; and

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

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

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

Section 1. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. Zoning Map and Conditional Use Permit Approved. The zoning map of the City of Denison adopted by Section 28.3 of the Denison Code of Ordinances and on file in the office of the Planning Director is hereby amended to reflect the zoning classification of Commercial (C) District with a Conditional Use Permit for a Warehouse (Mini)/Self-Storage is approved on the Property as follows:

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

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

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

Mini-warehouse: Small individual storage units for rent or lease, restricted solely to the storage of items. The conduct of sales, business or any other activity within the individual storage units, other than storage, shall be prohibited.

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

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

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

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

Section 5. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force

and effect. Denison hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

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

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

Section 8. Open Meeting. 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 of the Texas Government Code.

AND IT IS SO ORDERED.

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

Ayes:

Abstentions:

Nays:

At regular meeting May 20, 2024.

ROBERT CRAWLEY, MAYOR

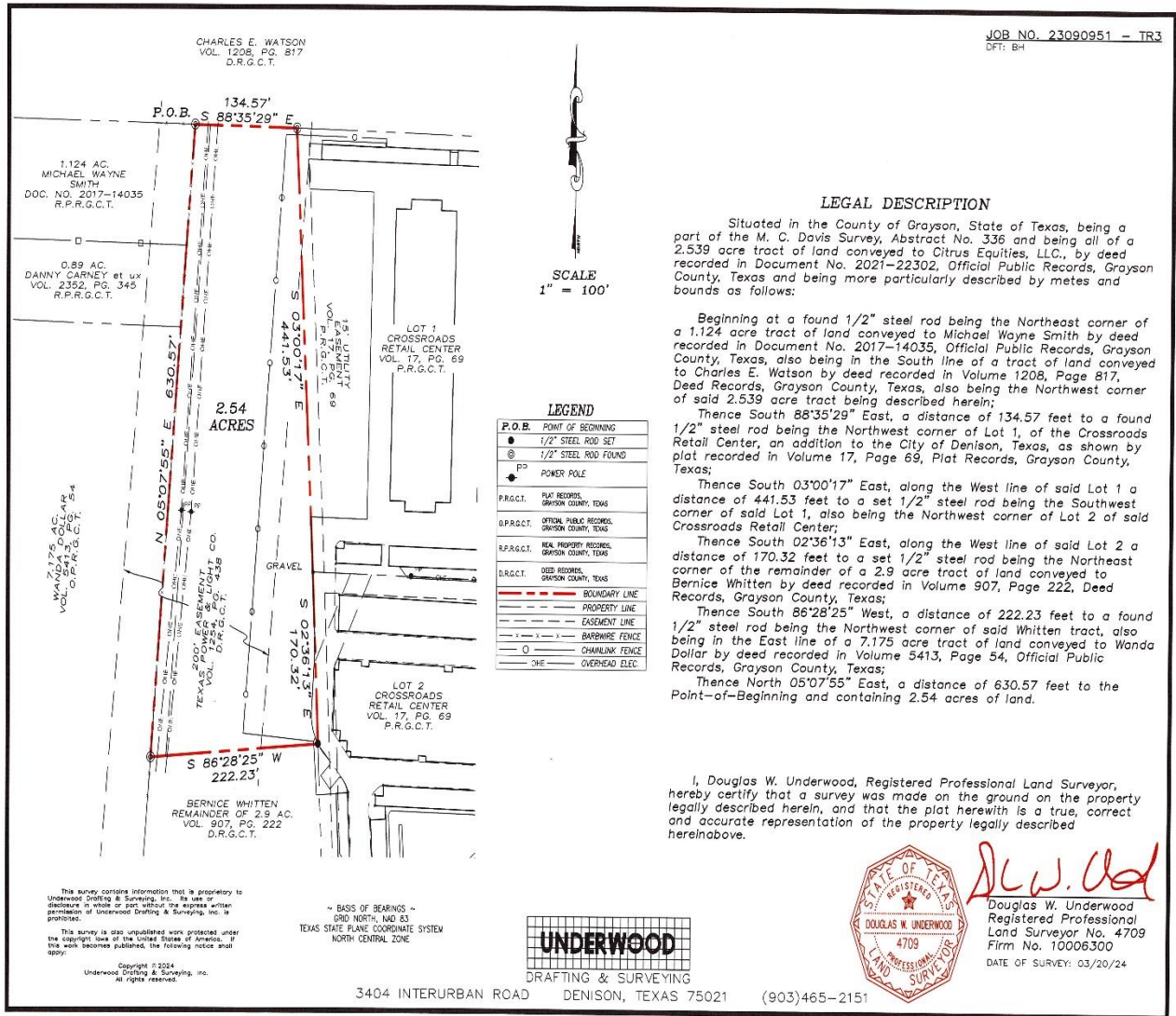
ATTEST:

Christine Wallentine, City Clerk

EXHIBIT "A"

Property Description and Depiction

AN APPROXIMATELY 2.54 ACRE TRACT OF LAND IN THE M.C. DAVIS SURVEY, ABSTRACT NO. 336, GRAYSON COUNTY, TEXAS, AND MORE COMMONLY KNOWN AS 3621 POTTSBORO ROAD, CITY OF DENISON, GRAYSON COUNTY, TEXAS.



City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to amend a Conditional Use Permit allowing the use of a warehouse (mini)/self-storage facility to include a tract of land legally described as being a part of the M.C. Davis Survey, Abstract No. 336 and being all of an approximately 2.539-acre tract of land conveyed to Citrus Equites, LLC., by deed recorded in document No. 2021-22302, Official Public Records, Grayson County; located west of property commonly known as 3621 Pottsboro Road, GCAD Property ID No. 436967. (Case No. 2024-033CUP)

Staff Contact

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

Summary

- The applicant is requesting approval to amend the approved Conditional Use Permit, Ordinance No. 5150, for the use of warehouse (mini)/self-storage.
- The applicant is seeking to expand the operations of Five Star Storage by including an additional 2.539 acres.
- Applicant has submitted a Voluntary Annexation Petition and a Zoning Application along with this application. The zoning request is a companion item on this agenda.

Staff Recommendation

Staff recommends approval of the Conditional Use Permit.

Recommended Motion

"I move to approve amending the Conditional Use Permit for Five Star Storage to allow for the addition of 2.539 acres."

Background Information and Analysis

The applicant is seeking to amend the approved Conditional Use Permit (CUP) for Five Star Storage, a warehouse (mini)/self-storage facility located at 3621 Pottsboro Road. The existing CUP was approved by City Council on May 5th, 2021. The applicant wishes to expand the operations of Five Star Storage by including 2.539 acres, currently located outside Denison City limits. The additional acreage will allow the applicant to construct storage units to include personal storage, business storage, temperature-controlled storage as well as RV, boat and car storage.

In addition to the Conditional Use Permit application, the applicant has submitted a Voluntary Annexation Petition and a Zoning Application for the subject property. Upon approval of all three requests, the applicant will need to submit a Final Plat and a formal Site Plan to the Planning staff prior to construction of the new buildings.

Per the Future Land Use Plan, the subject property is designated to be developed in a “Mixed Commercial” manner. The use of warehouse (mini)/self-storage complies with this designation.

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

Conditional Use Permit Criteria for Approval:

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

The proposed zoning and land use for this location is compatible with the Comprehensive Plan and Future Land Use Plan.

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

The proposed amendment to the existing Conditional Use Permit is compatible with uses found in the Commercial (C) zoning district. Additionally, Five Star Storage has been in operation with the approved CUP since 2021.

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

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

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

N/A

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

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

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

N/A

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

No variance is applied or needed.

Financial Considerations

N/A

Prior Board or Council Action

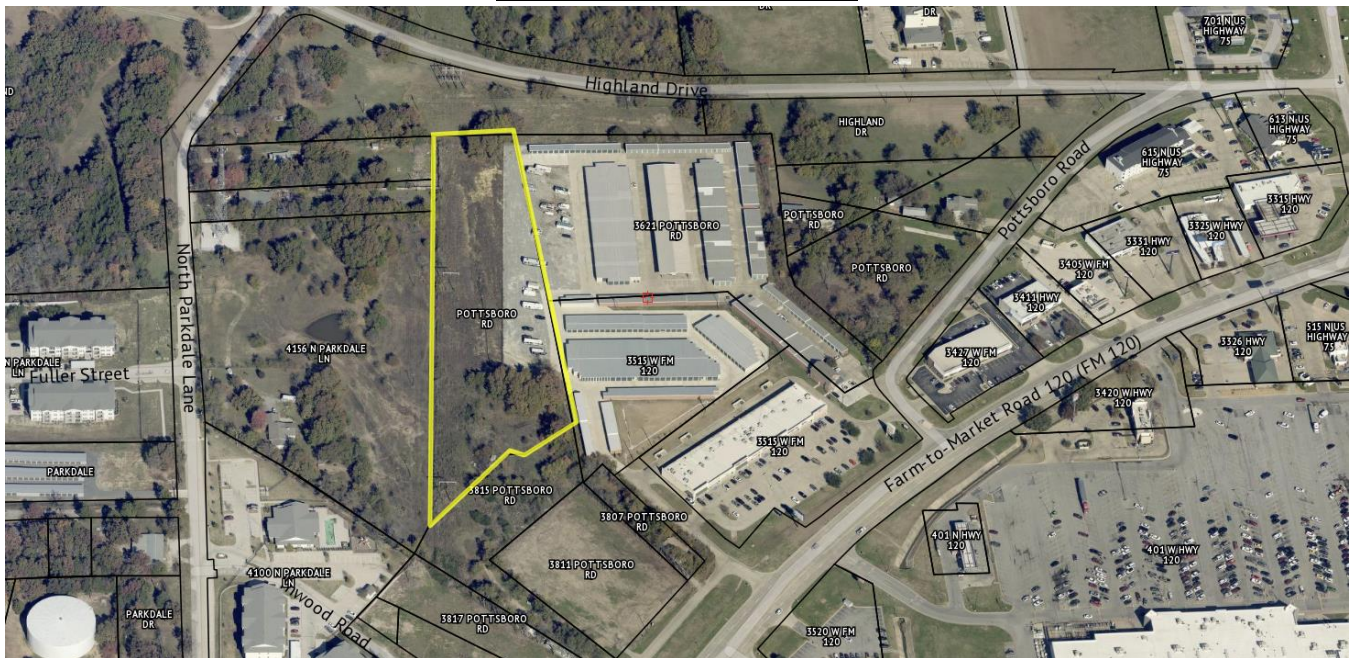
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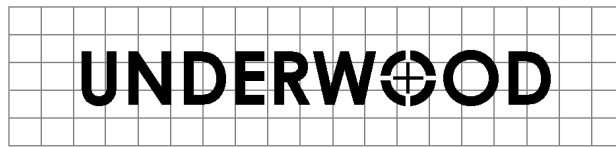
The Planning and Zoning Commission recommended approval of the request at their meeting held on May 14th, 2024.

Alternatives

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

Aerial of Subject Property





DRAFTING & SURVEYING, INC.

FIVE STAR STORAGE
CUP PROJECT NARRATIVE

Description of proposed use

The proposed use for this piece of property will be secured storage units.

Detailed business for the proposed use and plan

Our Business will provide Personal Storage, Business Storage, Temperature-Controlled Storage, Rv, Boat, and Car Storage

Discussion of how the proposed use at the specified location is consistent with the policies embodied in the adopted comprehensive plan

Hours of operation

Our Office hours will be Monday- Friday 8:30-5:30, access house being 7am to 9pm.

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

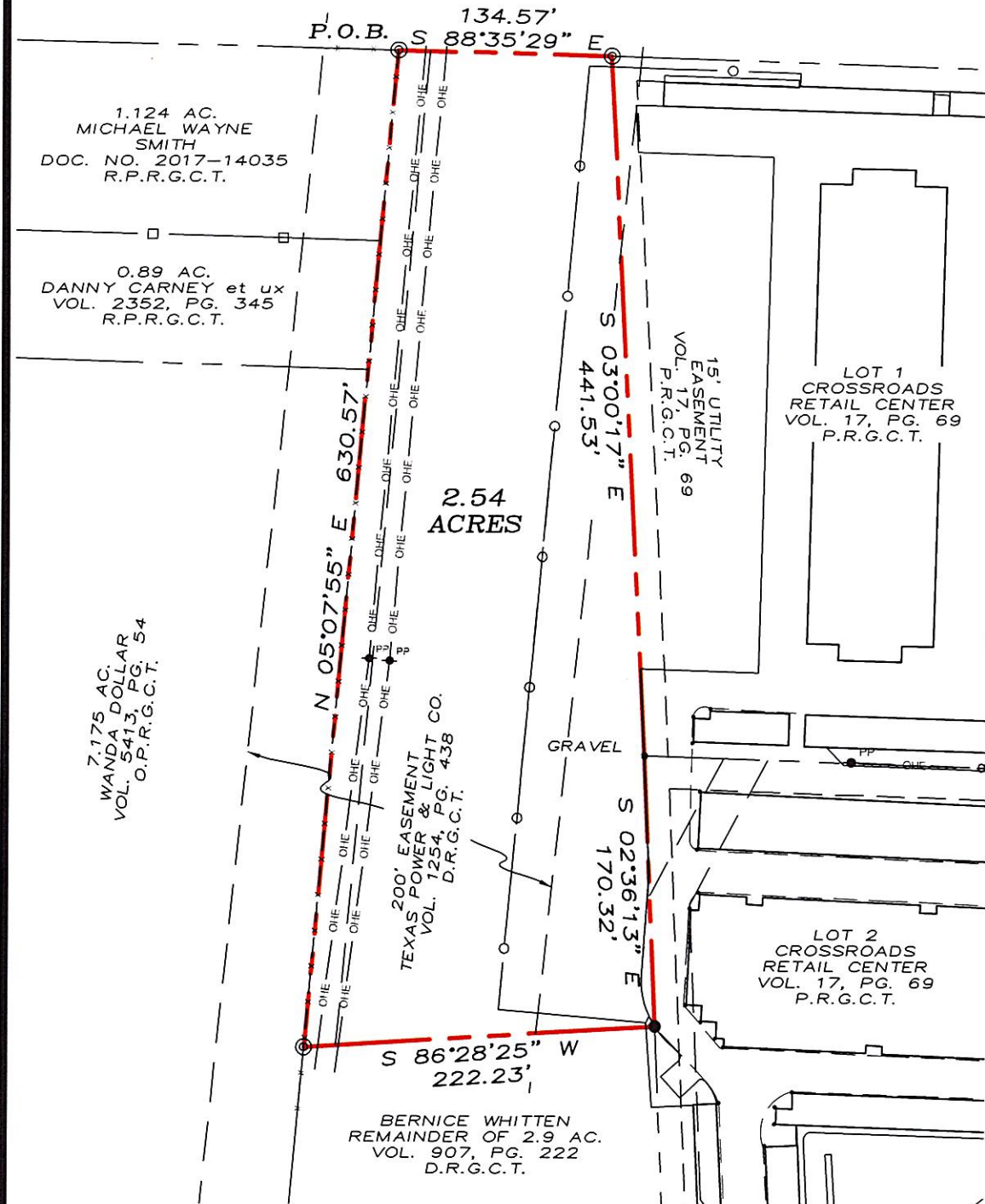
How does the proposed use impact vehicular traffic and how would any negative traffic be mitigated?

This proposed use will not impact vehicular traffic. We are not adding any more roadway access.

Does other proposed use incorporate roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets?

There are no roadway adjustments for this proposed use.

CHARLES E. WATSON
VOL. 1208, PG. 817
D.R.G.C.T.



SCALE
1" = 100'

LEGAL DESCRIPTION

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LEGEND

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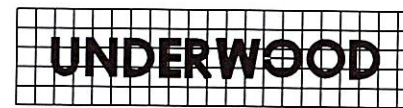
I, Douglas W. Underwood, Registered Professional Land Surveyor, hereby certify that a survey was made on the ground on the property legally described herein, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

This survey contains information that is proprietary to Underwood Drafting & Surveying, Inc. Its use or disclosure in whole or part without the express written permission of Underwood Drafting & Surveying, Inc. is prohibited.

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



DRAFTING & SURVEYING

3404 INTERURBAN ROAD DENISON, TEXAS 75021

(903)465-2151



Douglas W. Underwood

Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300

DATE OF SURVEY: 03/20/24

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on an amendment to the Construction Manager at Risk contract with Archer Western for the Northwest Denison Development Utilities and Rylant Water Treatment Plant Expansion Phase 2 for a Guaranteed Maximum Price of \$89,584,203, and authorize the Interim City Manager to execute all related documents.

Staff Contact

Ronnie Bates, Director of Public Works

rbates@cityofdenison.com

903-465-2720

Summary

- The City awarded the construction Manager at Risk, or CMAR, contract for the Northwest Denison Development, or NWDD project in 2023.
- The Guaranteed Maximum Price (GMP) presented by the CMAR is \$85,664,903 for the construction of approx. 23,000 linear feet of 24” waterline, 27,000 linear feet of 36” wastewater line, a sanitary sewer trucking receiving station, fiber optic connection to new facilities, a lift station, and dual force mains.
- The GMP also includes \$3,919,300 for Phase 2 of the Rylant Water Treatment Plant expansion which includes procurement and installation of 2 standalone microfiltration skids, which will add an additional 4 million gallons in treatment capacity at the Plant.

Staff Recommendation

Staff recommends approval of the item.

Recommended Motion

“I move to approve the amendment to the Construction Manager at Risk contract with Archer Western for the Northwest Denison Development Utilities and Rylant Water Treatment Plant Expansion Phase 2 for a Guaranteed Maximum Price of \$89,584,203 and authorize the Interim City Manager to execute all related documents.”

Background Information and Analysis

The City and Plummer Engineering have developed an ambitious plan to expand utility service to Denison’s northwest quadrant and increase treatment capacity at the Rylant Water Treatment Plant. The project, Northwest Denison Development (NWDD) Utilities and Rylant Water Treatment Project Phase 2, will better serve existing utility and water customers and also add system capacity for new growth.

The NWDD Utilities portion of the contract will serve Preston Harbor in addition to other developable parcels in the FM 84 corridor. Construction will start in June 2024 and completion is scheduled for 2028. The project will include:

- 24-Inch Diameter Waterline - Phase II and Phase III of the Northwest Waterline: Final design and construction of up to 23,000 linear feet of 24-inch diameter PVC waterline.

- 36-Inch Diameter Interceptor - Phase IV and Phase V of the Northwest Interceptor: Final design and construction of an expansion up to 27,000 linear feet of 36-inch diameter wastewater interceptor.
- Sanitary Sewer Truck Receiving Station: Final design and construction of a sanitary sewer truck receiving station that will be located on City property along the Phase IV section of the 36-inch diameter interceptor. The purpose of the station is to receive sanitary sewer waste from trucks carrying up to 5,000 gallons of liquid waste.
- Lift Station: Final design and construction of a lift station to be phased for buildout capacity of an 11 – 13 MGD.
- Dual Force Mains: Final design and construction dual force mains (8-inch and 16-inch) to connect the lift station to Phase V wastewater interceptor. The distance between the lift station and the phase V interceptor is approximately 9,000 feet.
- Long Haul Fiber Optic Line: Connecting and setting up new system elements for remote monitoring and control.

Construction will also include Phase 2 of the Rylant Water Treatment Plant Expansion Phase 2. This project will include 2 standalone microfiltration (MF) units. The units, or skids, are mobile and self-contained. They are designed to provide an additional 4 million gallons of treatment capacity at the water plant each day. The contract also includes construction and install of the chemical storage tanks and back-up generator to serve the units. The two skids are currently in fabrication and will be ready for delivery in November or December of this year. Installation would be in Q1 2025 with operations starting in Q2 2025.

This agenda item will amend the CMAR contract to include the Guaranteed Maximum Price (GMP) for Northwest Denison Development Utilities and Rylant Water Treatment Plant Phase 2 Expansion. Archer Western, Plummer Associates, and Public Works staff have done extensive research, obtained bid responses, negotiation, and other information about the project to develop the cost model and GMP.

Financial Considerations

This project has been budgeted for in the Utility CIP. The cost will be partially offset by fees paid by new development utilizing the new facilities.

Prior Board or Council Action

The Council approved a CMAR contract with Archer Western in 2023.

Alternatives

Council may deny or table the item.



Archer Western Construction

A Member of the Walsh Group

May 13, 2024

City of Denison
300 West Main Street
Denison, TX 75020

Re: CMAR – Northwest Denison Development Utilities and Rylant Water Plant Expansion Phase 2

Subject: GMP Proposal

Dear Mr. Bates,

Please find the following GMP Proposal for the above referenced project for your review. This proposal is being submitted in accordance with Article 3.2 Guaranteed Maximum Proposal, paragraph 3.2.3 of the above referenced Agreement.

This proposal is generated from the information contained within the 90% Drawings and Specifications for the NW Interceptor from Highway 91 to Preston Harbor and the Waterline from City Property to Preston Harbor, along with actual proposals for packages 1 and 2. There are allowances included for known items, such as the lift station, fiber optic line, force main, septage receiving station and Membrane/generator procurement and installation that needs further design development.

Upon your review, Archer Western's Team is readily available to meet with you for detailed discussion and evaluation of the information provided in this proposal. If there are any questions during your initial review, please do not hesitate to contact me at jdavis@walshgroup.com or 972-670-5092.

Sincerely,

Jason Davis

Jason Davis
Senior Project Manager
Archer Western Construction, LLC

Archer Western Construction, LLC
1411 Greenway Drive
Irving, TX 75038
Ph: 972-457-8500 Fax: 972-457-8501



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TAB 3 – VARIATIONS, SUBSTITUTIONS, & CLARIFICATIONS

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- AIA CONTRACT





CMAR Northwest Denison Development Utilities and Rylant Water Plant Expansion Phase 2

Executive Summary:

The following documents represent the GMP Proposal for the CMAR Northwest Denison Development Utilities and Rylant Water Plant Expansion Phase 2 Project. The “all in” price for this GMP Proposal is \$89,584,203.00, it is comprised of the following:

1. 90% plans and specifications for water and sewer lines as identified in Tab 2
2. Proposal Results for packages 1 & 2
3. Allowance Items for:
 - a. Fiber Optic Line
 - b. Lift Station
 - c. Septage Receiving Station
 - d. Force Mains
 - e. Rylant Water Plant Expansion Phase 2 Allowance

There are currently no design documents for the lift station, septage receiving, force mains or membrane enhancements. These allowances, along with our clarifications, and assumptions are further detailed in Tab 3. Our cost model with further details can be found in Tab 4.

The GMP Proposal includes a NTP for Package 1 and 2 (Water and Sewer from Eisenhower to 84 and 36” SS on City Property, respectively) of July 1, 2024 and a completion of Package 1 by March 20, 2025 and of Package 2 by July 1, 2025.

The remaining package start dates will be dependent on design deliverables and funding, but are summarized at this time as follows:

Package 3 – 36” SS on USACE Property – 3/6/25 – 2/2/26

Package 4 – FM 84 Water & Sewer – 3/20/25 – 12/25/25

Package 5 – Preston Harbor Water & Sewer – 3/6/25 – 9/15/25

Package 6 – Dual Force-mains – 6/13/25 – 5/24/26

Package 7 – Lift Station – 3/6/25 – 11/8/26

Package 8 – Long Haul Fiber – 3/6/25 – 11/17/25

Package 9 – Septage Receiving Station – 10/21/25 – 4/8/26

Package 10 – Membrane Package and generator – 7/1/24 – 3/1/25

A detailed project schedule can be found in Tab 5.





**CMAR Northwest Denison Development Utilities and Rylant Water Plant
Expansion Phase 2**

**CONTACT DOCUMENTS
for the GMP**

**List of Drawings
List of Specifications**



90% Drawing Number	90% Drawing Description	Date of Drawing at GMP
C-020	Water Plan & Profile Sta. 159+00 - Sta. 167+50	3/6/2024
C-021	Water Plan & Profile Sta. 167+50 - Sta. 176+00	3/6/2024
C-022	Water Plan & Profile Sta. 176+00 - Sta. 185+00	3/1/2024
C-023	Water Plan & Profile Sta. 185+00 - EOP 193+71	3/1/2024
C-024	Kesloe Water Plan & Profile START - Sta. 9+50	3/6/2024
C-025	Kesloe Water Plan & Profile Sta. 9+50 - Sta. 18+00	3/6/2024
C-026	Kesloe Water Plan & Profile Sta. 18+00 - Sta. 26+50	3/6/2024
C-027	Kesloe Water Plan & Profile Sta. 26+50 - Sta. 33+50	3/1/2024
C-028	Kesloe Water Plan & Profile Sta. 33+50 - Sta. 40+50	3/1/2024
C-029	Kesloe Water Plan & Profile Sta. 40+50 - Sta 47+50	3/1/2024
C-030	Kesloe Water Plan & Profile Sta 47+50 - END	3/1/2024
FO-001	Fiber Optic Sheet 1	3/7/2024
FO-002	Fiber Optic Sheet 2	3/7/2024
FO-003	Fiber Optic Sheet 3	3/7/2024
FO-004	Fiber Optic Sheet 4	3/7/2024
FO-005	Fiber Optic Sheet 5	3/7/2024
FO-006	Fiber Optic Sheet 6	3/7/2024
FO-007	Fiber Optic Sheet 7	3/7/2024
FO-008	Fiber Optic Sheet 8	3/6/2024
FO-009	Fiber Optic Sheet 9	3/6/2024
C-900	Civil Standard Details I	3/7/2024
C-901	Civil Standard Details II	3/7/2024
C-902	Civil Standard Details III	3/7/2024
C-903	Civil Standard Details IV	3/7/2024
C-904	Civil Standard Details V	3/7/2024
C-905	Civil Standard Details VI	3/7/2024

24" Waterline from WTP to Preston Harbor

90% Drawing Number	90% Drawing Description	Date of Drawing at GMP
GENERAL		
G-002	Index of Drawings	3/7/2024
G-003	Legend and Abbreviations	3/7/2024
G-004	General Notes I	3/7/2024
G-005	General Notes II	3/7/2024
G-006	Sheet Layout and Construction Access	3/7/2024
CIVIL		
C-001	Water Plan & Profile BOP- Sta 9+50	3/7/2024
C-002	Water Plan & Profile Sta 9+50 - Sta 18+00	3/7/2024
C-003	Water Plan & Profile Sta 18+00 - Sta. 26+50	3/7/2024
C-004	Water Plan & Profile Sta. 26+50 - Sta. 35+00	3/7/2024
C-005	Water Plan & Profile Sta. 35+00 - Sta 43+50	3/7/2024
C-006	Water Plan & Profile Sta. 35+00 - Sta 52+00	3/7/2024
C-007	Water Plan & Profile Sta 52+00 - Sta 61+00	3/7/2024
C-008	Water Plan & Profile Sta 61+00 - Sta. 69+50	3/7/2024
C-009	Water Plan & Profile Sta. 69+50 - Sta. 78+00	3/7/2024
C-010	Water Plan & Profile Sta. 78+00 - Sta 86+50	3/5/2024
C-011	Water Plan & Profile Sta 86+50 - Sta 95+50	3/5/2024
C-012	Water Plan & Profile Sta 95+50 - Sta 104+00	3/7/2024
C-013	Water Plan & Profile Sta 104+00 - Sta 111+50	2/29/2024
C-014	Water Plan & Profile Sta 111+50 - Sta. 116+50	3/5/2024
C-015	Water Plan & Profile Sta. 116+50 - Sta 124+50	3/5/2024
C-016	Water Plan & Profile Sta 124+50 - Sta. 133+50	3/5/2024
C-017	Water Plan & Profile Sta. 133+50 - Sta. 142+00	2/16/2024
C-018	Water Plan & Profile Sta. 142+00 - Sta. 150+50	3/5/2024
C-019	Water Plan & Profile Sta. 150+50 - Sta. 159+00	3/5/2024

NW Interceptor from Hwy 91 to Preston Harbor

90% Drawing Number	90% Drawing Description	Date of Drawing at GMP
GENERAL		
G-002	Project Location & Map Index of Drawings	3/7/2024
G-003	Legend & Abbreviations	3/7/2024
G-004	General Notes I	3/7/2024
G-005	General Notes II	3/7/2024
G-006	Sheet Layout & Construction Access	3/7/2024
G-007	Sheet Layout & Construction Access	3/7/2024
G-008	Overall Plan and Profile	3/7/2024
CIVIL		
C-001	Sewer Plan and Profile BOP- Sta 10+00	6/6/2023
C-002	Sewer Plan and Profile Sta 10+00 - Sta 19+50	6/6/2023
C-003	Sewer Plan and Profile Sta 19+50 - Sta 29+00	6/6/2023
C-004	Sewer Plan and Profile Sta 29+00 - Sta 37+00	6/6/2023
C-005	Sewer Plan and Profile Sta 37+00 - Sta 45+00	6/6/2023
C-006	Sewer Plan and Profile Sta 45+00 - Sta 51+00	6/6/2023
C-007	Sewer Plan and Profile Sta 51+00 - Sta 57+50	6/6/2023
C-008	Sewer Plan and Profile Sta 57+50 - Sta 67+00	3/7/2024
C-009	Sewer Plan and Profile Sta 67+00 - Sta 76+00	3/7/2024
C-010	Sewer Plan and Profile Sta 76+00 - Sta 85+00	3/7/2024
C-011	Sewer Plan and Profile Sta 85+00 - Sta 92+00	3/7/2024
C-012	Sewer Plan and Profile Sta 92+00 - Sta 99+50	3/7/2024
C-013	Sewer Plan and Profile Sta 99+50 - Sta 108+00	3/7/2024
C-014	Sewer Plan and Profile Sta 108+00 - Sta 115+00	3/7/2024
C-015	Sewer Plan and Profile Sta 115+00 - Sta 124+00	3/7/2024
C-016	Sewer Plan and Profile Sta 124+00 - Sta 133+50	3/7/2024
C-017	Sewer Plan and Profile Sta 133+50 - Sta 142+25	3/7/2024
C-018	Sewer Plan and Profile Sta 142+25 - Sta 151+00	3/7/2024
C-019	Sewer Plan and Profile Sta 151+00 - Sta 159+00	3/7/2024
C-020	Sewer Plan and Profile Sta 159+00 - Sta 165+50	3/7/2024
C-021	Sewer Plan and Profile Sta 165+50 - Sta 172+00	3/7/2024
C-022	Sewer Plan and Profile Sta 172+00 - Sta 181+51	3/7/2024

90% Drawing Number	90% Drawing Description	Date of Drawing at GMP
C-023	Sewer Plan and Profile Sta 181+50 - Sta 191+25	3/7/2024
C-024	Sewer Plan and Profile Sta 191+25 - Sta 200+50	3/7/2024
C-025	Sewer Plan and Profile Sta 200+50 - Sta 210+00	3/7/2024
C-026	Sewer Plan and Profile Sta 210+00 - Sta 216+00	3/7/2024
C-027	Sewer Plan and Profile Sta 216+00 - Sta 221+50	3/7/2024
C-028	Sewer Plan and Profile Sta 221+50 - Sta 227+00	3/7/2024
C-029	Sewer Plan and Profile Sta 227+00 - Sta 235+00	3/7/2024
C-030	Sewer Plan and Profile Sta 235+00 - Sta 243+00	6/6/2023
C-031	Sewer Plan and Profile Sta 243+00 - Sta 250+00	6/6/2023
C-032	Sewer Plan and Profile Sta 250+00 - Sta 258+50	6/6/2023
C-033	Sewer Plan and Profile Sta 258+50 - Sta 267+50	6/6/2023
C-034	Sewer Plan and Profile Sta 267+50 - Sta 276+00	6/6/2023
C-035	Sewer Plan and Profile Sta 276+00 - Sta EOP 284+60	6/6/2023
C-036	LAT "A" Plan and Profile STA 1+00 - 10+00	3/7/2024
C-037	LAT "A" Plan and Profile STA 10+00 - 16+50	3/7/2024
C-038	LAT "A" Plan and Profile STA 16+50 - END	3/7/2024
C-100	Aerial Crossing 1	6/6/2023
C-101	Aerial Crossing II	6/6/2023
C-102	Aerial Crossing III	3/7/2024
C-103	Aerial Crossing IV	3/7/2024
C-900	Civil Standard Details I	3/7/2024
C-901	Civil Standard Details II	3/7/2024
C-902	Civil Standard Details III	3/7/2024; Add1 3/26/24
C-903	Civil Standard Details IV	3/7/2024
C-904	Civil Standard Details V	3/7/2024
C-905	Civil Standard Details VI	3/7/2024
C-906	Civil Standard Details VII	3/7/2024
S-100	Structural Notes	3/7/2024
S-101	Special Inspection Notes & Abbreviations	3/7/2024
S-200	Aerial Crossing Details	3/7/2024
S-001	Structural Notes 1	Add 1 3/26/24
S-002	Special Inspection Notes & Abbreviations	Add 1 3/26/24
S-900	FRP Manholes Typical Plans & Details	Add 1 3/26/24
S-901	Standard Structural Details 1	Add 1 3/26/24

Denison NW Development Specifications

90% Spec Section	90% Spec Description	Date of Spec at GMP
DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS		
00110	Construction Manager at Risk Services	3/7/2024
00131	Submittal Procedures	3/7/2024
00611	Performance Bond	3/7/2024
00612	Payment Bond	3/7/2024
00700	NCTCOG General Provisions	3/7/2024
00800	NCTCOG Special Provisions	3/7/2024
00920	Employment Requirements and Wage Rates	3/7/2024
DIVISION 01 - GENERAL REQUIREMENTS		
01010	General Construction Requirements	3/7/2024
01100	Summary	3/7/2024
01105	Sequence of Construction	3/7/2024
01250	Contract Modification Procedures	3/7/2024
01310	Project Management and Coordination	3/7/2024
01322	Photographic Documentation	3/7/2024
01330	Submittal Procedures	3/7/2024
01400	Quality Requirements	3/7/2024
01420	References	3/7/2024
01500	Temporary Facilities and Controls	3/7/2024
01600	Product Requirements	3/7/2024
01640	Manufacturer's Services	3/7/2024
01731	Cutting and Patching	3/7/2024
01770	Closeout Procedures	3/7/2024
01780	Product Warranties	3/7/2024
01781	Project Record Documents	3/7/2024
01782	Operation and Maintenance Data	3/7/2024
01810	Equipment Testing and Facility Startup	3/7/2024
01820	Demonstration and Training	3/7/2024
DIVISION 02 SITE CONSTRUCTION		
02001	Materials	3/7/2024
02080	Fire Hydrants	3/7/2024
02090	Manholes	3/7/2024
02091	Fiberglass Manholes	3/7/2024
02221	Demolition	3/7/2024
02224	Trench Safety Protection System	3/7/2024
02230	Site Clearing	3/7/2024
02231	Tree Protection and Trimming	3/7/2024
02232	Base for Pavements	3/7/2024
02240	Dewatering	3/7/2024
02261	Geotextile	3/7/2024
02272	Stone Riprap	3/7/2024
02300	Earthwork	3/7/2024
02310	Rock Excavation	3/7/2024
02320	Trenching, Backfilling, and Compacting	3/7/2024
02326	Pipe Jacking or Boring	3/7/2024
02327	Hand Tunneling	3/7/2024
02330	Installation of Carrier Pipe in Casing or Tunnel Liner Plate	3/7/2024
02370	Erosion and Sediment Control	3/7/2024
02465	Drilled Piers	3/7/2024
02510	Disinfection of Potable Water Piping	3/7/2024



**CMAR Northwest Denison Development Utilities and Rylant Water Plant
Expansion Phase 2**

**VARIATIONS, SUBSTITUTIONS,
and CLARIFICATIONS**





CMAR Northwest Denison Development Utilities and Rylant Water Plant Expansion Phase 2

Contract Document Clarifications and Assumptions

1. GMP is based on the 90% drawings and specifications for the Northwest Water and Wastewater Improvements as listed in the GMP report Tab 2 – Drawings and Specifications and Other Contract Documents.
2. Work hours of 7AM – 5PM Monday - Friday.
3. Offsite trucking to an approved area designated by the City of Denison near Lake Randell
4. Restoration of Site(s) to like grade and grass.
5. Includes 25 ea. piers, 36" diameter to a 20' depth, temp-cased.
6. Includes 1 ea, initial mandrel testing

Items Excluded:

- Registered Land Surveying
- Pest Control
- Licensed treatment plant operators
- Water for testing structures and process piping
- Sales tax
- City of Denison Building Permit fees if applicable to scope of work.
- US Iron and Steel requirements / Buy American
- Cathodic Protection
- Tree Mitigation
- Easement Agreement Requirements
- Archeological Resource Investigation
- QA/QC – Material Testing
- 404 permit

Allowance/Contingency Items:

Allowance - \$591,800 for Fiber Optic line (budget of \$20/lf, assuming 29,590 lf);

Allowance - \$14,700,000 for Lift Station

-based on Sloan Creek Lift Station (wet well/dry well/valve vault)

-30' deep rock excavation

-Shoring – Beam & Lagging shoring System

-Piers for uplift

- 4 ea. 60 hp Non-Clog, Dry-pit Submersibles with VFDs





CMAR Northwest Denison Development Utilities and Rylant Water Plant Expansion Phase 2

- Generator
- Odor Control
- Concrete coating for wet well (\$10/sf)
- Backfill with flow fill to rock elevation, then select fill to grade
- \$100,000 HVAC
- precast electrical bldg.

Allowance - \$1,500,000 for Septage Receiving Station

- based on GBRA Sunfield equipment (Saveco VFA-800-DM)
- site work & install

Allowance - \$5,000,000 – Force Mains – (11,111 LF @ \$450/lf); Does not include bores & expected to lay prior to development with unfettered access.

Allowance - \$7,413,000 – Package Membrane system complete, generator and ATS – to be installed at the Rylant Water Treatment Plant.

Construction Allowance - \$4,125,000. Use of the allowance funds will be directed and authorized by the City of Denison.

- Tree Clearing and Burning at the City of Denison Kelsoe Property
- Temp Fence at The City of Denison Kelsoe Property
- Permanent fence around the City of Denison Kelsoe Property
- Office Complex complete and flexbase for the City of Denison Kelsoe Property
- Rylant WTP Road repair

4% Owner's Allowance - \$2,923,736





**CMAR Northwest Denison Development Utilities and Rylant Water Plant
Expansion Phase 2**

COST OF WORK BREAKDOWN



CMAR Northwest Denison Development Utilities and Rylant Water Treatment Plant Expansion Phase 2 Tracking Sheet

Bid	Description	Contractor/Supplier	PreConstruction Services	Initial Cost Estimate 4/5/24
Cost Of Work				
	Preconstruction/Procurement	AWC	\$ 350,000	
BP # 1	Eisenhower to FM 84 - 24" Waterline and 36" Gravity Sewer	SYB		\$ 7,633,693.46
BP #2	36" SS on City Property	SYB		\$ 7,997,449.05
BP#3 Allowance	36" SS on ACOE Property	TBD		\$ 12,500,000.00
BP#4 Allowance	FM 84 Water and Sewer	TBD		\$ 5,991,250.00
BP#5 Allowance	Preston Harbor Water	TBD		\$ 5,641,200.00
BP#6 - Allowance	Force Mains - Allowance	TBD		\$ 5,000,000.00
BP#7 - Allowance	Lift Station - Allowance	TBD		\$ 14,700,000.00
BP#8 - Allowance	Long Haul Fiber - Allowance	TBD		\$ 591,800.00
BP#9 - Allowance	Septage Receiving Station - Allowance	TBD		\$ 1,500,000.00
Construction Allowance	Construction Allowance	Owner		\$ 4,125,000.00
	Rylant Water Plant Expansion Phase 2 Procurement (2-membrane package units, Generator and ATS)	AWC		\$ 3,563,000.00
	Rylant Water Plant Expansion Phase 2 Allowance	TBD		\$ 3,850,000.00
Cost of Work Total			\$ 350,000	\$ 73,093,393
4% Owner Contingency				
[4% of Cost of Work + General Conditions Subtotal] = Contingency				\$ 2,923,736
CMAR Fee				
[19% of Cost of Work] = CMAR Fee/GC's/Bonds/Insurance				\$ 13,887,745
[Cost of Work + CMAR Fee + Contingency] = TOTAL				\$ 89,904,873
Procurement Only Membrane/Generator Package @ 10% of \$3,563,000 deduct 9%				\$ (320,670)
[Precon + GMP + CO's] = CMAR Total			\$ 350,000	\$ 89,584,203



**CMAR Northwest Denison Development Utilities and Rylant Water Plant
Expansion Phase 2**

AIA CONTRACT





AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 6th day of May in the year 2024, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of April in the year 2024 (the "Agreement")
(In words, indicate day, month, and year.)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

for the following **PROJECT:**
(Name and location or address)

CMAR Northwest Denison Development Utilities and Rylant Water Plant Expansion Phase 2
 Denison, Texas

AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

THE OWNER:

(Name, legal status, and address)

City of Denison
 300 W Main Street
 Denison, TX 75020

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Archer Western Construction, LLC
 1411 Greenway Drive
 Irving, TX 75038

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed eighty-nine million, five hundred eighty-four thousand, two Hundred -Three Dollars and no/00 (\$89,584,203), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit A

§ A.1.1.3 The Construction Manager’s Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager’s Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
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§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of execution of this Amendment.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

6/7/24

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.
- By the following date: 11/9/26

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Package 1 - 24" Waterline & 36" Interceptor	3/20/25
Package 2 - 36" Interceptor on Denison Property	7/30/25

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:

Init.

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit A

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit A

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
See Exhibit A	

Init.

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)
See Exhibit A

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)
See Exhibit A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)
N/A

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Daniel P. Walsh/President

(Printed name and title)

 **AIA**® Document A133™ – 2019 Exhibit B
Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 13th day of May in the year Two Thousand Twenty-Four (In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

CMAR Northwest Denison Development Utilities and Rylant Water Plant Expansion Phase 2
Denison, Texas

THE OWNER:
(Name, legal status, and address)

City of Denison
300 W Main Street
Denison, TX 75020

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Archer Western Construction, LLC
1411 Greenway Drive
Irving, TX 75038

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
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§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect’s and Construction Manager’s services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner’s occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

N/A

§ B.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

N/A

§ B.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

N/A

§ B.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

N/A

§ B.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

N/A

§ B.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
N/A

§ B.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.
N/A

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

§ B.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)
N/A

§ B.2.5.2 Other Insurance
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ 1,000,000) each occurrence, (\$ 2,000,000) general aggregate, and (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse, and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than (\$ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

Umbrella or Excess Liability insurance with minimum limits of \$5,000,000 each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage. The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance provided all policies comply with all requirements.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ B.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

§ B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.

§ B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

§ B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.

§ B.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits)

) Builder's Risk Insurance shall provide All-Risk coverage including, but not limited to, Fire, Extended Coverage, Vandalism and Malicious Mischief, Flood (if located in a flood zone) and Theft in an amount equal to one hundred percent (100%) of the completed value of the project in question. The policy shall be written on a Completed Value Form, including materials delivered and labor performed for the project. The policy shall be written jointly in the names of the Owner, Contractor and Subcontractors as their interests may appear. The policy shall have endorsements as follows:

a. This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.

b. Loss, if any, shall be adjusted with and made payable to the Owner on behalf of all insureds as their interests may appear.

(Spe

Payment Bond

Performance Bond

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows: