



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Monday, June 17, 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, June 17, 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. PUBLIC COMMENTS**

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

3. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on June 3, 2024.
- B. Receive a report, hold a discussion and take action on entering into an Advance Funding Agreement for Voluntary Local Government Contributions in the amount of \$3,000,000 (Contract No. 2024-0080) with Texas Department of Transportation for the US 75, Segment 6, improvement project for the reconstruction of US Highway 75 from North Loy Lake Road to the Union Pacific Rail Yard Bridge and authorize the Interim City Manager to execute the same.
- C. Receive a report, hold a discussion and take action on a Professional Services Agreement with Diamond B Associates LLC (Contract No. 2024-0077) for construction observation services on infrastructure and project construction, as assigned, and authorize the Interim City Manager to execute the same.
- D. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Alexandra C. Skinner for property located at 1488 Davy Lane, Denison, Texas more particularly and legally described as G-0062 Bennett D W & HRS A-G0062, acres 10.013, GCAD Property ID No. 113437.

- E. Receive a report, hold a discussion, and take action on an agreement with Huitt-Zollars to provide engineering services for the City of Denison’s Main Street Phase 2 project in the amount of \$99,640.00 (Contract No. 2024-0078) and authorize the Interim City Manager to execute the same.
- F. Receive a report, hold a discussion and take action on the appointment of Larry Stanphill, as an alternate member, to the Planning and Zoning Commission, to serve the remainder of an unexpired two-year term effective upon appointment through December 31, 2025.
- G. Receive a report, hold a discussion and take action on awarding a proposal and entering into a contract with Pattillo, Brown & Hill, L.L.P. for the City’s annual external auditing services, and authorizing the Interim City Manager, or his designee, to execute the same.
- H. Receive a report, hold a discussion and take action on an Ordinance amending the definition of “thoroughfare plan” within Chapters 21 & 22 of the City of Denison Code of Ordinances.
- I. Receive a report, hold a discussion and take action on an Ordinance adopting the 2024 Grayson County Thoroughfare Plan.
- J. Receive a report, hold a discussion, and take action on the appointment of Joshua Massey and Teresa Adams to the Capital Improvements Advisory Committee in accordance with Texas Local Government Code Chapter 395.

4. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance annexing a ± 52.52-acre tract of land identified as Grayson County Appraisal District Property ID Nos. 109713, 109718, and 439828, and being generally located at the northeast corner of Texoma Drive (FM 84) and State Highway 91 (SH 91). (Case No. 2024-017A).
- B. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone a ± 154.70-acre tract of land being identified as GCAD Property ID Nos. 109711, 109720, 109722, 109723, and 109766, and being generally located at the northeast corner of Texoma Drive (FM 84) and State Highway 91 (SH 91), from the Agricultural (A) District and the Multi-Family 2 (MF-2) Residential District to a Planned Development (PD) Overlay District with base zonings of Single-Family (SF-7.5) District, Single-Family (SF-TH) District, Multi-Family Residential (MF-2) District, Light Industrial (LI) District, and Commercial (C) District; and a request to zone a ± 52.52-acre tract of land being identified as GCAD Property ID Nos. 109713, 109718, and 439828, and being generally located at the northeast corner of Texoma Drive (FM 84) and State Highway 91 (SH 91) to a Planned Development (PD) Overlay District with the base zonings of Single Family (SF-7.5) District, Single-Family Townhomes (SF-TH) District, Multi-Family Residential (MF-2), Light Industrial (LI) District, and Commercial (C) District, for a combined total of ± 207.22 acres to allow for a mixed use development. (Case No. 2024-016PD)

5. 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 14th day of June 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](tel:903-465-2720), Ext: 2437.



**CITY OF DENISON
CITY COUNCIL MEETING
MINUTES**

Monday, June 3, 2024

Announce the presence of a quorum.

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

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Jacob Nichols, Pastor of St. Luke's Episcopal Church gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by City of Denison Parks and Recreation Director, Justin Eastwood.

2. PUBLIC COMMENTS

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

3. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on May 20, 2024.
- B. Receive a report, hold a discussion, and take action on a Written Services Agreement (Contract No. 2024-0072) to allow services for a Voluntary Annexation Petition for property containing approximately 52.52 acres, more commonly known as being located at the northwest corner of Texoma Drive and State Highway 91, GCAD Property ID Nos. 109713, 109718, and 439828.
- C. Receive a report, hold a discussion, and take action on an agreement with Garver LLC to provide professional software services for the Denison CIP portal in the amount of \$195,000, (Contract No. 2024-0075) and authorize the Interim City Manager to execute all related documents.

- D. Receive a report, hold a discussion, and take action on a Development Agreement between Wright Construction and Development, LLC and the City of Denison for abandoning a fifteen (15) foot alley and a thirty (30) foot wide strip of right-of-way (Contract Number 2024-0074).
- E. Receive a report, hold a discussion, and take action on entering into an agreement with Denison Youth Sports for the 2024 fall and 2025 spring youth recreational baseball league provider at Texoma Health Foundation Park and Waterloo Baseball Fields (Contract Numbers 2024-0070 and 2024-0071) and authorize the Interim City Manager to execute the same.
- F. Receive a report, hold a discussion, and take action on entering into an agreement with Boys and Girls Club of Denison for the 2024 fall and 2025 spring youth recreational softball league provider at Texoma Health Foundation Park and Culpepper Softball Fields (Contract Numbers 2024-0068 and 2024-0069) and authorize the Interim City Manager to execute the same.
- G. Receive a report, hold a discussion, and take action on awarding a proposal and entering into a General Construction Services Agreement with Piazza Construction, LLC (Contract No. 2024-0079) for the 2024 THF Park Parking Improvements, and authorize the Interim City Manager to execute the same.

Council Action

On motion by Mayor Pro Tem Adams, seconded by Council Member Thomas, the City Council unanimously approved the Consent Agenda as presented.

4. EXECUTIVE SESSION

The Council then adjourned into Executive Session at 6:03 p.m. pursuant the Chapter 551, Texas Government Code, in accordance with the Authority:

- A. **Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.**
 - 1. Confer with City Attorney regarding *Swope v. City of Denison*, Case No. CV-22-0254, Grayson County.
 - 2. Confer with City Attorney regarding *City of Denison vs. AB Sherman Holding Company, LLC*, as to the properties located at 1527 S. Austin Avenue, Cause No. CV-23-0583, and 2824 W. Crawford, Cause No. CV-23-0582, 15th Judicial District, Grayson County, Texas.
 - 3. Confer with City Attorney regarding Fannin Road.
- B. Discuss the possible purchase, exchange, lease, or sale value of real property (public discussion of such would not be in the best interests of the City's bargaining position). Section 551.072.

- C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.
- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.
- E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087.
- F. Discuss the deployment or specific occasions for implementation of security personnel or devices. Section 551.076.
- G. Deliberations regarding economic development negotiations pursuant to Section 551.087.

RECONVENE INTO REGULAR SESSION

The Council then reconvened into Regular Session at 6:33 p.m. and took the following action:

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

- 1. Confer with City Attorney regarding *Swope v. City of Denison*, Case No. CV-22-0254, Grayson County.

Council Action

No action taken.

- 2. Confer with City Attorney regarding *City of Denison vs. AB Sherman Holding Company, LLC*, as to the properties located at 1527 S. Austin Avenue, Cause No. CV-23-0583, and 2824 W. Crawford, Cause No. CV-23-0582, 15th Judicial District, Grayson County, Texas.

Council Action

On motion by Mayor Pro Tem Adams, seconded by Council Member Thorne, the City Council unanimously approved ratifying the Assistant City Manager's signature executing a Rule 11 Amendment to the Settlement Agreement.

- 3. Confer with City Attorney regarding Fanning Road.

Council Action

No action taken.

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

There being no further business to come before the Council, the meeting was adjourned at 6:34 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 Advance Funding Agreement for Voluntary Local Government Contributions in the amount of \$3,000,000 (Contract No. 2024-0080) with Texas Department of Transportation for the US 75, Segment 6, improvement project for the reconstruction of US Highway 75 from North Loy Lake Road to the Union Pacific Rail Yard Bridge and authorize the Interim City Manager to execute the same.

Staff Contact

Bobby Atteberry, Interim City Manager
batteberry@denisontx.gov
(903) 464-4440

Summary

- On November 6, 2023, the City Council adopted a resolution in support of funding of a Texas Department of Transportation Project for the reconstruction of US 75 from North Loy Lake Road to the Union Pacific Rail Yard Bridge (the “Project”).
- Although this Project is estimated to be let in August of 2029 at an estimated total of \$142,000,000, TxDOT required the commitment of funds for the Project by the City in order to present such additional funding to the Texas Transportation Commission for approval of the Project.
- The City’s funds in the amount of \$3,000,000 will not be due until 30 days prior to letting in August of 2029.

Staff Recommendation

Staff recommends approval of the Agreement.

Recommended Motion

“I move to approve entering into the Advance Funding Agreement for Voluntary Local Government Contributions in the amount of \$3,000,000 (Contract No. 2024-0080) with Texas Department of Transportation for the US 75, Segment 6, improvement project for the reconstruction of US Highway 75 from North Loy Lake Road to the Union Pacific Rail Yard Bridge and authorize the Interim City Manager to execute the same.”

Background Information and Analysis

On November 6, 2023, the City Council adopted a resolution in support of funding of a Texas Department of Transportation Project for the reconstruction of US 75 from North Loy Lake Road to the Union Pacific Rail Yard Bridge (the “Project”) with the intention to provide funds in the amount of \$3,000,000 for the Project. Although this Project is estimated to be let in August of 2029 at an estimated total of \$142,000,000, TxDOT required the commitment of funds for the Project by the City in order to present such additional funding to the Texas Transportation Commission for approval of the Project. The Texas Transportation Commission passed Minute Order No. 116522 authorizing the State to undertake and complete a highway improvement generally described as widening of a four lane to a six-lane highway. The City’s funds will not be due until 30 days prior to letting in August of 2029. This

Agreement allows the City to participate in the improvement by funding that portion of the Project described as US 75 widening of a four lane to a six-lane highway.

Financial Considerations

This will require funding in the amount of \$3,000,000 from the City to TxDOT for the Project in July/August 2029.

Prior Board or Council Action

The City Council adopted Ordinance No. 4146 at their meeting on November 6, 2023, in support of funding for this Project.

Alternatives

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

RESOLUTION NO. 4146

A RESOLUTION OF THE CITY OF DENISON, TEXAS IN SUPPORT OF FUNDING OF A TEXAS DEPARTMENT OF TRANSPORTATION PROJECT FOR THE RECONSTRUCTION OF US 75 FROM NORTH LOY LAKE ROAD TO THE UP RAIL YARD BRIDGE; PROVIDING A SAVINGS/REPEALINGS CLAUSE; DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denison, Texas (the “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, Transportation Code, Chapters 201, 221, and 361, authorize the State of Texas (the “State”) to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and

WHEREAS, the Texas Department of Transportation (“TXDOT”) is preparing plans for the reconstruction of Highway US 75 from North Loy Lake Road to the UP rail yard bridge (being called US 75 Segment 6 (CSJ 0047-18-092)) (the “Project”); and

WHEREAS, TXDOT has requested the City’s commitment of funds for the Project by Resolution, to be given at the time of the Project, which is currently estimated to be August 2029 at an estimated total cost of \$142,000,000, so that TXDOT may present such additional available funding to the Texas Transportation Commission (the “Commission”) for approval of the Project; and

WHEREAS, prior to the development of the final construction plans for the Project, TXDOT will update the schematics with the City; and

WHEREAS, the City intends to provide funds in the amount of \$3,000,000 for the Project.

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

Section 1. Recitals Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

Section 2. Project Funding. This Resolution affirms the City’s support for the Project and TXDOT’s application for the Project with the Commission. The City intends to provide \$3,000,000.00 in funding for the Project, subject to the City’s budget at the time of construction. The City shall only have a binding commitment to such funding after the City enters into an agreement with TXDOT or the Commission for the funding, should the Project be approved.

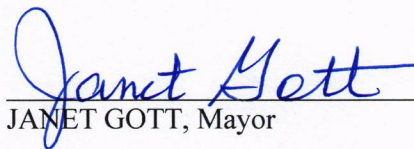
Section 3. Savings/Repealing. All resolutions, ordinances, or City Council actions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. Open Meetings. That it is hereby found and determined that the meeting at which this Resolution was passed was open to the public as required by law, and that public notice of the time, place,

and purpose of said meeting was given. All as required by Article 5511.041, Texas Government Code.

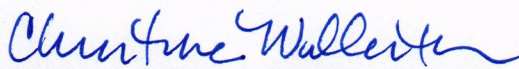
Section 5. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS on this the 6th day of November 2023.

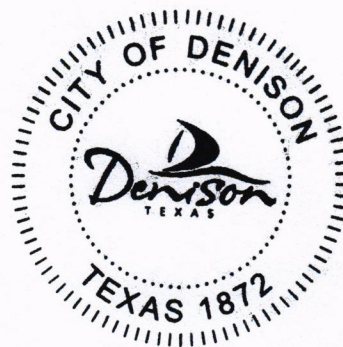


JANET GOTT, Mayor

ATTEST:



Christine Wallentine, City Clerk



CCSJ #	0047-18-092		
AFA CSJs	0047-18-092		
District #	01	AFA ID	Z00008485
Code Chart 64 #	11350		
Project Name	US 75 Segment 6		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT PROJECTS
WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Denison, Texas**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement generally described as **widening of a four lane to a six lane highway**; and

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as **US 75 widening of a four lane to a six lane highway** (Project); and

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the state;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

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District #	01	AFA ID	Z00008485
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Project Name	US 75 Segment 6		

AGREEMENT

1. **Period of the Agreement**

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

2. **Project Funding and Work Responsibilities**

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

3. **Right of Access**

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. **Adjustments Outside the Project Site**

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. **Responsibilities of the Parties**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

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maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

12. Termination

- A. This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 - 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Denison ATTN: City Manager 300 W. Main Street Denison, TX 75021	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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14. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

15. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

16. Amendments

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

17. State Auditor

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

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District #	01	AFA ID	Z00008485
Code Chart 64 #	11350		
Project Name	US 75 Segment 6		

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Kenneth Stewart

Bobby Atteberry

Typed or Printed Name

Typed or Printed Name

Director of Contract Services

Interim City Manager

Typed or Printed Title

Typed or Printed Title

Date

Date

CCSJ #	0047-18-092		
AFA CSJs	0047-18-092		
District #	01	AFA ID	Z00008485
Code Chart 64 #	11350		
Project Name	US 75 Segment 6		

**ATTACHMENT A
PAYMENT PROVISION AND WORK RESPONSIBILITIES**

The **City of Denison** will contribute **\$3,000,000.00** to the State to a highway improvements project on US 75 described as widening of a four lane to a six lane highway.

Initial payment by the Local Government to the State: **\$3,000,000.00**
Payment by the Local Government to the State before construction: **\$3,000,000.00**
Estimated total payment by the Local Government to the State **\$3,000,000.00**.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a Professional Services Agreement with Diamond B Associates LLC (Contract No. 2024-0077) for construction observation services on infrastructure and project construction, as assigned, and authorize the Interim City Manager to execute the same.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@denisontx.gov

903-465-2720 Ext. 2085

Summary

- This agreement is with Diamond B Associates, LLC for construction observation and inspections for public and private civil construction projects.
- This is a one-year contract with a 3-month trial period for an hourly rate.
- Mr. Bubak is a well-versed inspector with extensive experience in North Texas and lives locally.

Staff Recommendation

Staff recommends approval of the item.

Recommended Motion

“I move to approve the Professional Services Agreement with Diamond B Associates LLC (Contract No. 2024-0077) for construction observation services on infrastructure and project construction, as assigned, and authorize the Interim City Manager to execute the same.”

Background Information and Analysis

The Public Works Capital Improvements Program has several projects with needs for construction inspection. Jeff Bubak has been providing construction inspections for the City for about 6 months and has proved to be an asset to the projects and to the team. He is a well-versed inspector, with experience across a wide area of the state. This agreement updates the inspections contract from working directly with Mr. Bubak to contracting with his private inspections firm, Diamond B Associates, LLC. This will allow the City to tap into other inspectors hired by Mr. Bubak with different specialties. The updated contract also includes an updated hourly rate and insurance requirements.

Financial Considerations

Construction inspections are budgeted for projects within the Utility Capital Improvements Plan. Inspection/observation costs related to private development is passed along to the developer as required.

Prior Board or Council Action

The City entered into an agreement with Jeff Bubak in November 2023. The new contract will be used moving forward.

Alternatives

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is entered into by the City of Denison, Texas, a municipal corporation, hereinafter called "City," and Diamond B Associates LLC, hereinafter called "Consultant", to be effective as set forth below. City and Consultant when mentioned collectively shall be referred to as the "Parties."

RECITALS

WHEREAS, City desires to engage the services of Consultant for consulting services in connection with certain projects located in the City of Denison, Grayson County, Texas, as set forth in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by this reference (the “Services”); and

WHEREAS, Consultant has performed similar activities for others and desires to render such services for the City upon the terms and conditions provided herein;

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

AGREEMENT

1. Engagement Services

1.1 The City retains Consultant to provide, and the Consultant shall provide, the Services.

1.2 Without limiting the Services, the Consultant shall:

- a. Perform the Services in accordance with the degree of care and skill ordinarily exercised under the same or similar circumstances by competent members of their profession in the locality. However, in case of conflict in the language of Exhibit “A” and this Agreement, this Agreement shall govern and control. Deviations from the Services or other provisions of this Agreement may only be made by written agreement signed by all Parties to this Agreement.
- b. Devote as much productive time, energy and ability to the performance of their duties under this Agreement as may be necessary to provide the required Services in a timely and productive manner.
- c. Perform the Services in a safe, good and workmanlike manner using at all times adequate equipment in good working order.
- d. Communicate with the City about progress the Consultant has made in performing the Services.
- e. Supply all tools, equipment and supplies required to perform the Services, except if the Consultant’s work must be performed on or with the City’s equipment.
- f. Provide services (including the Services) and end products that are satisfactory and

acceptable to the City and free of defects.

g. Replace or correct the work or end products if found defective or unsuitable, without additional cost or risk to the City.

1.3 The Consultant shall perform the Services in accordance with standards prevailing in the City's industry, and in accordance with applicable laws, rules or regulations.

1.4 The City shall make timely payments of amounts earned by the Consultant under this Agreement and notify the Consultant of any changes in its procedures affecting the Consultant's obligations under this Agreement at least 30 days before implementing those changes.

2. Term and Termination

2.1 This Agreement shall become effective on **June 17, 2024** and expire on **November 7, 2025** (the "Initial Term"), unless terminated earlier pursuant to the terms of this Agreement.

2.2 At the end of the Initial Term, this Agreement may be renewed for three (3), one (1) year terms (each a "Renewal Term" and collectively, the "Term") upon thirty (30) days' written notice to Consultant prior to the expiration of the Initial Term or then-current Renewal Term, as the case may be.

2.3 This Agreement may be terminated:

a. By either party on provision of thirty (30) days' written notice to the other party, with or without cause;

b. By either party for a material breach of any provision of this Agreement by the other party, if the other party's material breach is not cured within 60 days of receipt of written notice of the breach;

c. By either party during a three-month probationary period which begins on the effective date of this Agreement; and

d. By the City at any time and without prior notice if the Consultant fails or refuses to comply with the written policies or reasonable directive of the City or is guilty of serious misconduct in connection with performance under this Agreement.

3. Compensation

3.1 The City shall pay the Consultant at a rate of **one hundred dollars and 00/100 (\$100) per hour**.

3.2 Consultant agrees to submit statements to City for services no more than once per month. These statements will be based upon Consultant's actual services performed, and City shall endeavor to make prompt payments. Each statement submitted by Consultant to City shall be reasonably itemized to show the amount of work performed during that period. If City fails to pay Consultant within thirty (30) calendar days of the receipt of Consultant's

invoice, Consultant may, after giving ten (10) days' written notice to City, suspend services until paid.

- 3.3 Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement and shall be responsible for all payroll taxes and fringe benefits. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the City on behalf of Consultant. Consultant understands that they are responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the City, properly document to the City that any and all federal and state taxes have been paid.
- 3.4 No payment will be payable to Consultant under any of the following circumstances:
 - a. If prohibited under applicable government law, regulation or policy;
 - b. If Consultant did not directly perform or complete the Services as agreed upon;
 - c. If Consultant did not perform the Services to the reasonable satisfaction of the City; or
 - d. If the Services performed occurred after the expiration or termination of the Term, unless otherwise agreed to in writing.
- 3.5 The compensation set out above and in Exhibit "A" will be the Consultant's sole compensation under this Agreement.
- 3.6 Any ordinary and necessary expenses incurred by the Consultant or its staff in the performance of this Agreement will be the Consultant's sole responsibility.
- 3.7 The Consultant is solely responsible for the payment of all income, social security, employment-related, or other taxes incurred as a result of the performance of the Services by the Consultant under this Agreement, and for all obligations, reports and timely notifications relating to those taxes. The City has no obligation to pay or withhold any sums for those taxes.
- 3.8 Consultant has no claim against the City under this Agreement or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employees benefits of any kind.

4. Nature of Relationship

- 4.1 The relationship of the Parties under this Agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created by this Agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.
- 4.2 Consultant has the sole right to control and direct the means, details, manner and method by which the Services will be performed, and the right to perform the Services at any time, place or location. The Consultant or the Consultant's staff shall perform the Services, and

the City is not required to hire, supervise, or pay any assistants to help Consultant perform the Services. The Consultant shall provide insurance coverage for itself and its staff.

- a. Proof of insurance must be attached to this contract: **business liability \$1,000,000 per occurrence and \$2,000,000 aggregate**, adequate workers compensation, auto liability insurance, and others may be required as applicable.

4.3 Consultant has no right or interest in any work or product resulting from the Services the Consultant performs for the City, or any of the documents, reports or other materials the Consultant creates in connection with the Services (collectively, the "City Inventions"), and has no right to or interest in any copyright to the City Inventions.

5. Use of Trademarks

Consultant may use, reproduce and distribute the City's service marks, trademarks and trade names (if any) ("collectively, the "City Marks") in connection with the performance of the Services. Any goodwill received from those uses will accrue to the City, which will remain the sole owner of the City Marks. Consultant may not engage in activities or commit acts, directly or indirectly, that may contest, dispute or otherwise impair the City's interest in the City Marks. At the expiration or earlier termination of this Agreement, Consultant will have no further right to use the City Marks, unless the City provides written approval for such use.

6. Confidential Information

6.1 During the Term of this Agreement, Consultant may have access to or receive certain information of or about the City that the City designates as confidential or that, under the circumstances surrounding disclosure, ought to be treated as confidential by Consultant ("Confidential Information"). Confidential Information includes information relating to the City or its current or proposed business, financial statements, budgets, and projections, customer identifying information, potential and intended customers, employers, products, computer programs, specifications, manuals, software, analyses, strategies, marketing plans, business plans and other confidential information, provided orally, in writing, by drawings, or by other media. Consultant will treat the Confidential Information as confidential and will not disclose it to any third party or use it for any purpose but to fulfill its obligations under this Agreement. In addition, Consultant shall use due care and diligence to prevent the unauthorized use or disclosure of such information.

6.2 The obligations and restrictions in subsection 6.1 above do not apply to the part of Confidential Information that:

- a. Was or becomes publicly available other than as a result of a disclosure by Consultant in violation of this Agreement.
- b. Was or becomes available to Consultant on a non-confidential basis before its disclosure to Consultant by the City, but only if (i) the source of such information is not bound by a confidentiality agreement with the City or is not otherwise prohibited from transmitting the information to Consultant by a contractual, legal, fiduciary, or other obligation; (ii) Consultant provides the City with written notice of its prior

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

6.3 At all times during its work with the City, Consultant shall hold in strictest confidence, and not use, except for the benefit of the City, or to disclose to any person, firm or corporation without the prior written authorization of the City, any of the City's Confidential Information.

7. Other Activities

During the Term, Consultant is free to engage in other independent contracting activities.

8. Return of Property

Within thirty (30) days of the expiration or earlier termination of this Agreement, Consultant shall return to the City, retaining no copies or notes, all City products, samples, models, property and documents relating to the City's business including reports, abstracts, lists, correspondence, information, computer files and other materials and copies of those materials obtained by Consultant during and in connection with its work with the City. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork, or creative work, notebooks and similar items relating to the City's business, whether prepared by Consultant or by others, remain the City's exclusive property.

- a. Independent Contractor agrees to submit statements to City for services no more than once per month. These statements will be based upon Independent Contractor's actual services performed, and City shall endeavor to make prompt payments. Each statement submitted by Independent Contractor to City shall be reasonably itemized to show the amount of work performed during that period. If City fails to pay Independent Contractor within sixty (60) calendar days of the receipt of Independent Contractor's invoice, Independent Contractor may, after giving ten (10) days written notice to City, suspend services until paid.
- b. Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as reasonably determined by City or which is not submitted in compliance with the terms of this Agreement.
- c. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the original proposed amount unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

9. Indemnity

CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY AND ITS OFFICERS, DIRECTORS, AGENTS, SERVANTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, ACTIONS, COSTS, LOSSES, CLAIMS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS), CAUSED BY OR RESULTING FROM, IN WHOLE OR IN PART, ANY TORT OR ACT, OMISSION, NEGLIGENCE, INTENTIONAL MISCONDUCT, FAULT OR VIOLATION OF LAW OR ORDINANCE, COMMITTED BY CONSULTANT OR ITS EMPLOYEES, AGENTS OR CONTRACTORS, WHICH OCCURS DURING THE EXERCISING OF ANY OTHER RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT. THIS INDEMNIFICATION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

10. Miscellaneous Provisions

- 10.1 Immunity. The Parties agree the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 10.2 Assignment/Non-Transferable. The Parties agree that neither this Agreement nor the work to be performed or goods/services provided hereunder will be assigned or transferred without the prior written consent of the City.
- 10.3 Successors and Assigns. The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 10.4 Execution and Consideration. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 10.5 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City of Denison:

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

With Copy to:

Messer Fort PLLC
Attn: Julie Fort
6371 Preston Road, Suite 200
Frisco, TX 75034

To Consultant:

Diamond B Associates LLC
534 Arthur Rd
Denison, Tx 75021

- 10.6 Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
- 10.7 Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.
- 10.8 Parties Bound. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- 10.9 No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 10.10 Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.
- 10.11 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for the Services only and not any other matters that may exist between the Parties past, present or future.
- 10.12 Venue. This Agreement shall be construed in accordance with the laws of the State of

Texas and shall be performable in Grayson County, Texas.

- 10.13 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 10.14 Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
- 10.15 Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 10.16 Force Majeure. Neither Consultant nor the City shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the Party and which by the exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome.
- 10.17 Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- 10.18 Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 10.19 Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, The Parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____ 2024.

DIAMOND B ASSOCIATES, LLC

By: Jeff Bubak
Jeff Bubak, President _____

Date: _____ 5-30-24 _____

CITY OF DENISON

By: _____
Bobby Atteberry, Interim City Manager

Date: _____

Exhibit A
Scope of Services

Consultant shall provide the following services:

- Provide general consulting services, act as Subject Matter Expert (SME), and serve in an observation role on infrastructure and project construction, as assigned.
- Attend construction progress and planning meetings, review construction plans and documents, provide written comments, report findings and make recommendations to the staff.
- Perform field work, such as work observation, inspection, testing, verification, etc. using Consultant supplied transportation and tools.
- Track and record work done and construction materials quantities installed on a regular basis. Observe and approved materials on hand or other storage. Review and sign off on payment applications and other documents related to project progress.
- Regularly update staff on progress, including current or potential issues. Note deficiencies and offer corrective action to contractor and issue stop work orders if necessary.
- Foster a professional working relationship based on trust, respect, and accountability with all partners within a project, including the project contactor, subcontractors, and other consultants.
- Inspectors assigned to City projects will be reviewed and approved by the City prior to performing work, including temporary or as-needed assignments.

Exhibit B
Compensation/Pricing Schedule

Performance of Services:

\$100.00/hour

Mileage Reimbursement

At current IRS rate (Only applicable for special circumstances if agreed to in writing ahead of travel.)

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 Alexandra C. Skinner for property located at 1488 Davy Lane, Denison, Texas more particularly and legally described as G-0062 Bennett D W & HRS A-G0062, acres 10.013, GCAD Property ID No. 113437.

Staff Contact

Julie Fort, City Attorney
(972) 668-6400

Summary

- On May 28, 2024, the City of Denison City Clerk's office received a petition by landowner Alexandra C. Skinner for release from the extraterritorial jurisdiction ("ETJ").
- The petition includes approximately 10.013 acres located at 1488 Davy Lane, Denison, Texas, more particularly described as G-0062 Bennett D W & HRS A-G0062, acres 10.013, GCAD Property ID No. 113437.
- 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 Skinner Petition to remove property from the City of Denison's extraterritorial jurisdiction located at 1488 Davy Lane, Denison, Texas more particularly and legally described as G-0062 Bennett D W & HRS A-G0062, acres 10.013, GCAD Property ID No. 113437, 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 28, 2024, the City of Denison City Clerk's office received a petition by landowner Alexandra C. Skinner for release from the extraterritorial jurisdiction ("ETJ"). The petition includes approximately 10.013 acres located at 1488 Davy Lane, Denison, Texas, more particularly described as G-0062 Bennett D W & HRS A-G0062, acres 10.013, GCAD Property ID No. 113437. 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 LANDOWNER AND RESIDENT FROM
EXTRATERRITORIAL JURISDICTION**

RECEIVED IN THE OFFICE
OF THE CITY CLERK

MAY 28 2024

April 24, 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 owner of the area consisting of one parcel of land and a total of 10.013 acres in the City of Denison's extraterritorial jurisdiction hereby petitions the City of Denison to release said area from its extraterritorial jurisdiction.

Area Petitioned for Release from extraterritorial jurisdiction:

Area No. 1	Owner(s): Property ID# (s): Geographic ID: Legal Description: Location of Property: Total Acreage: Current Zoning District(s):	Alexandra C. Skinner 113437 076 0062072 G-0062 BENNETT D W & HRS A-G0062, ACRES 10.013 See Exhibit A for metes and bounds description and map 1488 Davy Lane, Denison, Texas 75020 10.013 acres Extraterritorial Jurisdiction
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EXHIBIT "A"

**** PROPERTY DESCRIPTION ****

All that certain tract or parcel of land situated in the D. W. Bennett Survey Abstract Number 62, County of Grayson, State of Texas; said tract being all of a tract as described in Deed to Jeff N. Barrier, filed 25 September 2012, and Recorded in Volume 5184 Page 287 of the Deed Records of Grayson County, Texas, and being more fully described as follows;

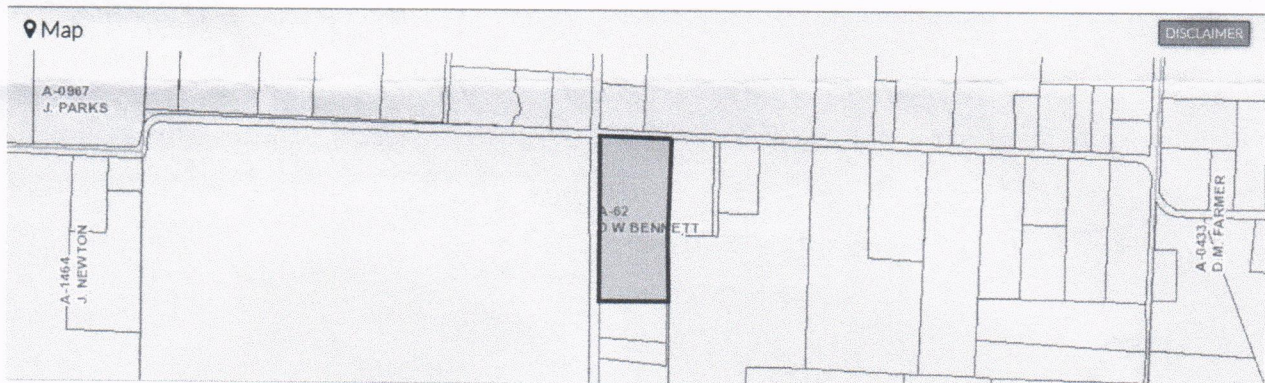
Beginning for the northwest corner of the tract being described herein at a set PK Nail, said nail being the northwest corner of said Barrier tract, and at the intersection of Preston Road and Davy Lane;

Thence: South 87 degrees 12 minutes 21 seconds East, with the north line of said Barrier tract, and in said Davy Lane, a distance of 451.00 feet to a found Nail, said nail being the northeast corner of said Barrier tract, and the northwest corner of a tract as described in Deed to Steven R. Hellyer, filed 12 September 2002, and Recorded in Volume 3313 Page 595 of said Deed Records;

Thence: South 01 degrees 56 minutes 55 seconds West, passing at 30.53 feet a pipe fence corner post on the south side of said Davy Lane and continuing with the east line of said Barrier tract for a total distance of 985.01 feet to a found ½ inch Steel Rebar for the southeast corner of said Barrier tract;

Thence: North 86 degrees 54 minutes 38 seconds West, with the south line of said Barrier tract, a distance of 435.78 feet to a Set PK Nail for the southwest corner of said Barrier tract, and being in said Preston Road;

Thence: North 01 degrees 03 minutes 34 seconds East, with the west line of said Barrier tract, and in said Preston Road, a distance of 983.11 feet to the POINT OF BEGINNING and containing 10.013 Acres of land.



City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on an agreement with Huitt-Zollars to provide engineering services for the City of Denison's Main Street Phase 2 project in the amount of \$99,640.00 (Contract No. 2024-0078) and authorize the Interim City Manager to execute the same.

Staff Contact

Ronnie Bates, Public Works Director

rbates@denisontx.gov

903-465-2720 Ext. 2441

Summary

- Staff desires to engage the services of Huitt-Zollars to provide additional engineering services to cover Construction Observation Phase Services.
- The scope of service for roadway and utility portion will include the construction administration services for paving and utilities, review monthly pay request, attend one on-site meeting per month, provide shop drawing reviews, alternative submittals as requested, respond to RFIs from Contractors, and attend bi-weekly project meetings.
- Terms and conditions for this work is in the original Engineering Services Agreement dated on November 8, 2022.

Staff Recommendation

Staff recommends approval of the item.

Recommended Motion

"I move to approve the agreement with Huitt Zollars to provide engineering services for the City of Denison's Main Street Phase 2 project in the amount of \$99,640.00 (Contract No. 2024-0078) and authorize the Interim City Manager to execute the same."

Background Information and Analysis

Huitt-Zollars was contracted for engineering services of Phase 2 of the Designing Downtown Denison, or D3, in November 2022. They are proposing additional engineering services to cover Construction Observation Phase Services. The scope of service for roadway and utility portion will include the construction administration services for paving and utilities, review monthly pay request, attend one on-site meeting per month, provide shop drawing reviews, alternative submittals as requested, respond to RFIs from Contractors, and attend bi-weekly project meetings.

The total price of the contract is \$99,640.

Financial Considerations

This amount for services have been funded from the D3 Phase 2 project budget.

Prior Board or Council Action

The Council approved the original engineering contract with Huitt-Zollars in November 2022.

Alternatives

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



May 22, 2024

Mr. Ronnie Bates
Director of Public Works
City of Denison
300 Main West Main Street
Denison, Texas 75020

Re: City of Denison Main Street Phase 2

Dear Mr. Bates:

Huitt-Zollars, Inc. appreciates the opportunity to provide this proposal for additional engineering services for the City of Denison’s Main Street Phase 2 project.

Scope of Services include the following:

Construction Observation Phase Services

1. Provide Construction Administration Services for paving and utilities, review monthly pay request, attend **one on-site meeting per month**, assuming construction duration of 24 months.
2. Provide Shop Drawing Reviews.
3. Provide Alternative submittals as requested.
4. Respond to RFIs from Contractors.
5. Attend Bi-Weekly project meetings.

Compensation will be billed for an hourly basis of \$99,640.

Terms and conditions for this work will be per the original Engineering Services Agreement dated on November 8, 2022.

Sincerely
Huitt-Zollars, Inc.

John Ho, P.E.
Vice President

Approved By
City of Denison

Bobby Atteberry
Interim City Manager

Date: _____

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the appointment of Larry Stanphill, as an alternate member, to the Planning and Zoning Commission, to serve the remainder of an unexpired two-year term effective upon appointment through December 31, 2025.

Staff Contact

Felecia Winfrey, Development Coordinator

Planning Department

fwinfrey@cityofdenison.com

903-465-2720 Ext. 2519

Summary

- The Planning and Zoning Commission is governed by Chapter 2, Article II, Division 3 of the Denison Code of Ordinances.
- The Planning and Zoning Commission is made up of five regular members and four alternate members, who serve in the absence of one or more of the regular members. Its members are appointed by the City Council.
- Larry Stanphill has agreed to and meets the eligibility requirements to serve on the City of Denison Planning and Zoning Commission. Mr. Stanphill is retired from economic development and real estate brokerage.

Staff Recommendation

Staff recommends the appointment of Larry Stanphill as an alternate member of the Planning and Zoning Commission for a two-year term.

Recommended Motion

“I move to appoint Larry Stanphill as an alternate member to the Planning and Zoning Commission, to serve the remainder of an unexpired two-year term effective upon appointment through December 31, 2025.”

Background Information and Analysis

The Planning and Zoning Commission is governed by Chapter 2, Article II, Division 3 of the Denison Code of Ordinances. The Planning and Zoning Commission is made up of five regular members and four alternate members, who serve in the absence of one or more of the regular members. Its members are appointed by the City Council.

The Planning and Zoning Commission performs all functions necessary to carry out the intent of V.T.C.A., Local Government Code §§ 211.001-211.013 relative to the preparation, adoption and amendment of a comprehensive zoning ordinance for the City, including the conduct of public hearings related thereto. The Planning and Zoning Commission performs all functions related to the review and approval of subdivision plats which may be assigned to it by the statutes of the state and ordinances or charter of the City. The Planning and Zoning Commission also recommends and advises the City Council on matters involving the physical improvement of the City. Terms of office are two years, with no more than three consecutive full terms.

Larry Stanphill has twenty-three years of experience as an Industrial Real Estate Broker with CB Richard Ellis in Dallas and Oklahoma City. Mr. Stanphill's eight (8) years of economic development work includes four (4) years with Southern Pacific Industrial Development company in Houston, Texas and four (4) years with Republic National Bank of Dallas. His designations and memberships include a BA from Texas Tech University in Lubbock, TX, a graduate of the Industrial development Institute, Oklahoma University, and a member of the Society of Industrial/Office Realtors. The appointment of Mr. Stanphill will fill one the three (3) vacant alternate member positions. With appointment, his term will be effective through December 31, 2025.

Financial Considerations

N/A

Prior Board or Council Action

The Council's most recent appointment to the Planning and Zoning Commission was the appointment of Angela Harwell as a regular member on February 19th, 2024.

Alternatives

Council may deny, modify, or table the item.

City Council Meeting Staff Report



June 17, 2024

Agenda Item

Receive a report, hold a discussion and take action on awarding a proposal and entering into a contract with Pattillo, Brown & Hill, L.L.P. for the City's annual external auditing services, and authorizing the Interim City Manager, or his designee, to execute the same.

Staff Contact

Laurie Alsabbagh, Finance Director

lalsabbagh@denisontx.gov

903-465-2720 x2492

Summary

- Beginning in FY2009, the City started soliciting proposals for auditing services
- The agreement with the chosen firm can extend up to five (5) years
- The City solicited proposals on May 5, 2024, and May 12, 2024, through the Herald Democrat
- Deadline for submissions was May 31, 2024
- Three (3) qualified firms submitted proposals
- A committee reviewed proposals and prepared agenda item with recommendation to Council
- Council to select audit form at the June 17, 2024, Council Meeting

Staff Recommendation

Staff recommends approval of the proposal with Pattillo, Brown & Hill, L.L.P..

Recommended Motion

"I move that we approve an agreement between the City of Denison and Pattillo, Brown & Hill, L.L.P., authorizing the Interim City Manager to execute the same."

Background Information and Analysis

The City of Denison solicited proposals from qualified firms of certified public accountants to audit the City of Denison financial statements for the fiscal year ending September 30, 2024, the option of auditing the City of Denison's financial statements for the four (4) subsequent fiscal years. Three firms submitted proposals. Based on the cost fee estimate and the score for each firm, staff recommends Pattillo, Brown & Hill, L.L.P. as the choice for our next audit firm.

Financial Considerations

Over a period of five (5) years, the cost fee estimate is \$236,450.00. This expense will be budgeted in the FY2025, and subsequent fiscal years, from general fund professional fees.

Prior Board or Council Action

None.

Alternatives

Council may reject staff's recommendation and choose an alternative audit firm for the City.



June 12, 2024

City of Denison, Texas
300 W Main
Denison, TX 75020

City Council and Management:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Denison, Texas (the "Entity"), as of September 30, 2024, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal award programs for the period ended September 30, 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque



Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison information, and pension and other postemployment benefit related information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis.
- Budgetary Schedules.
- Schedules of Changes in Net Pension Liability and Related Ratios.
- Schedules of Pension Contributions.

Supplementary information other than RSI will accompany the Entity's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and Individual Nonmajor Fund Financial Statements and Schedules.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- Introductory Section.
- Statistical Section.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200 and *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

As part of an audit of financial statements in accordance with GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be

detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Entity's basic financial statements. Our report will be addressed to those charged with governance of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Entity's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for

the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;

9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report, if one is issued. This document would include more than an annual comprehensive financial report (ACFR) or annual financial report (AFR) and;
 - e. If applicable, a final version of the annual report, (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;

20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Non-attest Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Entity in conformity with U.S. generally accepted accounting principles and the requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. These services are limited to preparing the financial statements, schedule of expenditures of federal awards, and related notes of the Entity as previously outlined.

We will not assume management responsibilities on behalf of the Entity. However, we will provide advice and recommendations to assist management of the Entity in performing its responsibilities.

The Entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement is limited to our preparation of the financial statements and related note disclosures and the schedule of expenditures of federal awards previously outlined. Our firm in its sole professional judgment, reserves the right to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise with regard to financial reporting, but the Entity must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Engagement Administration, Fees and Timing

We will schedule the engagement based in part on deadlines, working condition, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	July-August 2024
Mail confirmations	October 2024
Perform year-end audit procedures	December 2024
Issue audit reports	March 2025

John K. Manning is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Pattillo, Brown & Hill, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for these services will be at our standard hourly rates plus out-of-pocket cost (such as reports reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$45,800. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the

audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional cost.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or email, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. In addition to fax and email, our firm also exchanges data over the internet using other methods (such as portals) or store electronic data via software applications hosted remotely through a third-party vendor's secured portal and/or cloud.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Our firm may transmit confidential information that you provided us to third parties in order to facilitate delivering our services to you. For example, such transmissions might include, but not be limited to investment information to verify valuation. We have obtained confidentiality agreements with all our service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Pattillo, Brown & Hill, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Pattillo, Brown & Hill's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,
Pattillo, Brown & Hill, L.L.P.



John K. Manning, CPA
Waco, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Denison, Texas by:

Name: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

December 9, 2022

To the Partners of Pattillo Brown & Hill, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP (the firm) in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; an audit of an employee benefit; and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Pattillo Brown & Hill, LLP in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Pattillo Brown & Hill, LLP has received a peer review rating of *pass*.

Ericksen Krentel, LLP

Certified Public Accountants

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on an Ordinance amending the definition of “thoroughfare plan” within Chapters 21 & 22 of the City of Denison Code of Ordinances.

Staff Contact

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

Summary

- Chapters 21 and 22 of the Code of Ordinances utilizes several different terms to identify the County and City Thoroughfare Plans.
- Rather than change all of those terms, staff made an amendment to the definition of “thoroughfare plan” to include each term.

Staff Recommendation

Staff recommends approval of the proposed amendments.

Recommended Motion

“I move to adopt the Ordinance amending the definition of “throughfare plan” as presented.

Background Information and Analysis

In preparation for the adoption of the 2024 Grayson County Thoroughfare Plan, staff discovered inconsistencies with how the County Plan and the City’s Thoroughfare Plan were referenced. These amendments are intended to clarify the definition of “thoroughfare plan” to include each of those references and not to allude to a different plan.

Financial Considerations

NA

Prior Board or Council Action

NA

Alternatives

NA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF DENISON, BEING THE SUBDIVISION REGULATIONS, SPECIFICALLY AMENDING ARTICLE I, "IN GENERAL," SECTION 22-6, "DEFINITIONS" AND ARTICLE IV "REQUIREMENTS FOR PUBLIC IMPROVEMENTS AND DESIGN"; AMENDING SECTION 21-150 "CONFORMANCE WITH THE THOROUGHFARE PLAN" OF THE CODE OF ORDINANCES; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, the City Council of the City of Denison, Texas (the "City Council") adopted Chapter 22 in the Code of Ordinances, the same being the Subdivision Regulations of the City (the "Subdivision Regulations") and Chapter 21 being "Streets, Sidewalks, and Right-of-Way Management"; and

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to amend Chapter 21 and 22 to define "Thoroughfare Plan" and related amendments, and to acknowledge the Grayson County Thoroughfare Plan adopted by the City; and

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

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

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

SECTION 2. AMENDMENT TO SECTION 22-6. Chapter 22, "Subdivision Regulations," Article I, "In General," Section 22-6, "Definitions" of the Code of Ordinances of the City of Denison, Texas is hereby amended to add the definition of "Thoroughfare Plan" in alphabetical placement to read as follows:

Thoroughfare Plan. Use of the phrases "thoroughfare plan", "master thoroughfare plan", "city's master thoroughfare plan", "City's thoroughfare plan", "applicable thoroughfare plan", and/or similar terms means the Thoroughfare Plan of the City of Denison adopted by the City Council and any thoroughfare plan of Grayson County adopted, whether as a guide or otherwise, by the City Council.

SECTION 3. AMENDMENT TO SECTION 22-91(d). Chapter 22, "Subdivision Regulations," Article IV, "Requirements for public improvements and design," Division 4, "Streets and Roadway Facilities," Section 22-91, "Private Streets" of the Code of Ordinances of the City is hereby amended to delete the last

sentence of paragraph (d), which presently reads “We had some discussion about whether this standard was practical or need to be on a different interval” and was included in the Code by Municode in error.

SECTION 4. AMENDMENT TO SECTION 21-150. Chapter 21, “Streets, Sidewalks, and Right-of-Way Management” Article VII, “Right-of-Way Management,” Division 1, “In General,” Section 22-150, “Conformance with Thoroughfare Plan” of the Code of Ordinances of the City is hereby amended to read as follows:

A ROW user should consult the City's Thoroughfare Plan and any Grayson County Thoroughfare Plan adopted, whether as a guide or otherwise, by the City prior to the acquisition of any interest in real property in the City for the installation or relocation of service lines or other equipment or facilities along or adjacent to any street, ROW, thoroughfare, highway, or any proposed street, ROW, highway or thoroughfare to attempt to minimize any future conflict regarding the location of such facilities. All ROW users are charged at all times with constructive notice of the City’s and Grayson County’s Thoroughfare Plans subsequent to the effective date of this article. The City shall, at a minimum, have no liability for the value of or loss by a ROW user of any improvements constructed in the area shown on the Thoroughfare Plans, except as provided herein.

SECTION 5. SAVINGS/REPEALING CLAUSE. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 6. SEVERABILITY. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase there irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7. PUBLICATION AND EFFECTIVE DATE. This ordinance shall become effective immediately upon its adoption.

SECTION 8. OPEN MEETING. That it is hereby found and determined that the meeting at which this ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

AND IT IS SO ORDERED.

On motion by Council Member _____, seconded by Council Member _____, the above and foregoing ordinance was passed and approved on this the _____ day of June, 2024, by the following vote:

Ayes:
Abstentions:
Nays:

At regular meeting June ____, 2024.

ROBERT CRAWLEY, MAYOR

ATTEST:

Christine Wallentine, City Clerk

APPROVED AS TO FORM:

Julie Fort, City Attorney

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on an Ordinance adopting the 2024 Grayson County Thoroughfare Plan.

Staff Contact

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

Summary

- Staff participated in the year-long process of making recommendations to the MPO on the proposed changes to the 2024 Grayson County Thoroughfare Plan.
- Staff considered public input as part of their recommendations.
- The Thoroughfare Plan is viewed as a fluid document in which changes can be and will be made as needed.

Staff Recommendation

Staff recommends adoption of the 2024 Grayson County Thoroughfare Plan.

Recommended Motion

“I move to adopt the 2024 Grayson County Thoroughfare Plan as presented.”

Background Information and Analysis

- The Grayson County Thoroughfare Plan serves as a guide to assist in the long-range, decision-making process when evaluating road and development projects. Specifics related to the 2024 Plan are as follows:
 - Issued for Public Comment on July 7, 2023,
 - Presented to Denison City Council on August 7, 2023
 - Public Comment Period Ended on August 18, 2023,
 - 22 Separate Comments Across Grayson County, received the same comment 48 times
- Cities that have adopted the Thoroughfare Plan to date:
 - Sherman
 - Pottsboro
 - Van Alstyne
 - Whitesboro

Financial Considerations

NA

Prior Board or Council Action

NA

Alternatives

NA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, APPROVING AND ADOPTING THE GRAYSON COUNTY THOROUGHFARE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, due to certain changes, growth, and development of the City of Denison (City”), its extraterritorial jurisdiction, and the incorporated and unincorporated areas of Grayson County, Texas, it has become necessary to design a county-wide thoroughfare plan; and

WHEREAS, the Sherman-Denison Metropolitan Planning Organization (SDMPO) and the City have followed all procedures and done all things required by State law for the preparation of the Grayson County Thoroughfare Plan; and

WHEREAS, pursuant to Chapter 212.010 of the Texas Local Government Code, the City may require that subdivision plats conform to “...the general plan of the municipality and its current and future streets...” and “...the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction...”; and

WHEREAS, requirements for right-of-way dedication and construction of street improvements may apply to all subdivision of land within the City’s incorporated area and its extraterritorial jurisdiction, and in accordance with the Texas Local Government Code, the City has adopted rules governing plats and subdivision of land within the municipality's jurisdiction and in the City’s extraterritorial jurisdiction, as provided in Chapter 22, “Subdivision Regulations”, of the City’s Code of Ordinances; and

WHEREAS, the City Council of the City desires to accept and approve the said Grayson County Thoroughfare Plan.

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

SECTION 1. FINDINGS INCORPORATED. The above and foregoing recitals are found to be true and correct and are made a part of this ordinance for all purposes.

SECTION 2. COUNTY PLAN ADOPTED. The City Council of the City does hereby adopt, as a guide, the Grayson County Thoroughfare Plan, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit “A”**. To the extent of any conflicts between the City’s Thoroughfare Plan and the Grayson County Thoroughfare Plan, the City’s Thoroughfare Plan shall control, unless specified in writing by the City Manager.

SECTION 3. 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 4. SEVERABILITY. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase there irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. PUBLICATION AND EFFECTIVE DATE. This ordinance shall become effective immediately upon its adoption.

SECTION 6. OPEN MEETING. That it is hereby found and determined that the meeting at which this ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

AND IT IS SO ORDERED.

On motion by Council Member _____, seconded by Council Member _____, the above and foregoing ordinance was passed and approved on this the _____ day of June, 2024, by the following vote:

Ayes:
Abstentions:
Nays:

At regular meeting June ____, 2024.

ROBERT CRAWLEY, MAYOR

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT A
GRAYSON COUNTY THOROUGHFARE PLAN



Grayson County 2024 Thoroughfare Plan

Grayson County Metropolitan Planning Organization

Roadway Legend		
Freeway and Tollway	Principal and Major Arterials	Minor Arterials
Freeway	Major Arterial	Minor Arterial
Tollway	Principal Arterial	

City Limits		
BELLS	KNOLLWOOD	TIOGA
COLLINSVILLE	PILOT POINT	TOM BEAN
DENISON	POTTSBORO	VAN ALSTYNE
DORCHESTER	SADLER	WHITESBORO
GUNTER	SHERMAN	WHITEWRIGHT
HOWE	SOUTHMAYD	<all other values>

Flood Zones		
A	X	<all other values>
AE		



0 1.25 2.5 5 7.5 10 Miles
SCALE: 1" = 1.5 MILES



GRAYSON COUNTY MPO
METROPOLITAN PLANNING ORGANIZATION
INTERMODAL URBAN TRANSPORTATION PLANNING

The thoroughfare plan delineates general alignments and functional classes of existing and proposed major thoroughfares. The plan includes access and mobility requirements, design standards and typical sections, and also considers preservation of right-of-way over the long term. Alignments of new roads shown on the thoroughfare plan are conceptual and for planning purposes only. Actual alignments may vary and will be determined in future studies and preliminary engineering design. The thoroughfare plan does not specify the timing of proposed roadway improvements. Source data compiled from Grayson County Metropolitan Planning Organization (GCMPO) files and data, aerial photography, data provided by cities, and various maps throughout Grayson County. GCMPO recognizes Grayson County, all municipalities in Grayson County, Texas Department of Transportation (TxDOT), North Texas Tollway Authority (NTTA), and Grayson County Regional Mobility Authority as collaborative partners in the planning, engineering and construction of thoroughfares, highways and roads shown on the thoroughfare plan. This map is a graphic representation of Grayson County and should only be used for illustrative purposes. Data and attributes shown on this document are believed to be accurate. However, Grayson County makes no warranties, express or implied, including fitness for use. In no way should this map be used to settle any boundary dispute or locational conflict.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on the appointment of Joshua Massey and Teresa Adams to the Capital Improvements Advisory Committee in accordance with Texas Local Government Code Chapter 395.

Staff Contact

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

Summary

- The Capital Improvements Advisory Committee, or CIAC, was created in 2022 as part of the Impact Fee Study.
- The CIAC hears a twice annual report from staff and can make recommendations to the Council regarding capital improvements projects, plans, and fee program.
- Joshua Massey and Teresa Adams are both eligible and willing to serve on the committee.

Staff Recommendation

Staff recommends adoption of the Resolution.

Recommended Motion

“I move to approve the appointment of Joshua Massey and Teresa Adams to the Capital Improvements Advisory Committee in accordance with Texas Local Government Code Chapter 395.”

Background Information and Analysis

Chapter 395 of the Texas Local Government Code required the creation of a Capital Improvement Advisory Committee, or CIAC, as part of the Impact Fee program. The CIAC issued recommendations to the Council during the study and will also receive twice annual reports from staff. They can offer recommendations to the Council the Capital Improvements program and the use of fees, including land use assumptions, capital projects, and more. Under Chapter 395 of the Texas Local Government code: *(c) The advisory committee services in an advisory capacity and is established to: (1) advise and assist the political subdivision in adopting land use assumptions; (2) review the capital improvements plan and file written comments; (3) monitor and evaluate implementation of the capital improvements plan; (4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and (5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.*

Financial Considerations

None.

Prior Board or Council Action

The Council created the CIAC by Ordinance No. 5225 on August 1, 2022.

Alternatives

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

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance annexing a ± 52.52-acre tract of land identified as Grayson County Appraisal District Property ID Nos. 109713, 109718, and 439828, and being generally located at the northeast corner of Texoma Drive (FM 84) and State Highway 91 (SH 91). (Case No. 2024-017A).

Staff Contact

Dianne York, Planner
dyork@cityofdenison.com
903-465-2720

Summary

- The applicant has submitted a Voluntary Annexation Application requesting the annexation of approximately 52.52 acres.
- In addition to a Voluntary Annexation Application, the applicant has submitted a Zoning Application requesting the zoning of Planned Development Overlay District to allow for a mixed-use development. This request is a companion item on this agenda (Case No. 2024-016PD).
- The entire development consists of approximately 207.22 acres and is located at the northeast corner of FM 84 and SH 91.

Staff Recommendation

Staff recommends approval of this request.

Recommended Motion

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

Background Information and Analysis

City staff have received a Voluntary Annexation Application requesting the annexation of approximately 52.52 acres into the Denison City limits. The subject property is a part of a larger tract of land consisting of approximately 207.22 acres. The applicant wishes to develop the entire 207.22 acres into a mixed-use development allowing for single family detached and attached, multi-family, commercial and light industrial uses. In addition to submitting a Voluntary Annexation Application, the applicant has submitted a Planned Development Zoning Application requesting the zoning of Planned Development Overlay District to allow for this mixed-use development. This request is a companion item on this agenda.

Financial Considerations

- N/A

Prior Board or Council Action

- The City Council approved a Written Services Agreement for this development at their meeting held on June 3rd, 2024.

- The Planning and Zoning Commission recommended approval of the zoning request at their meeting held on June 11th, 2024.

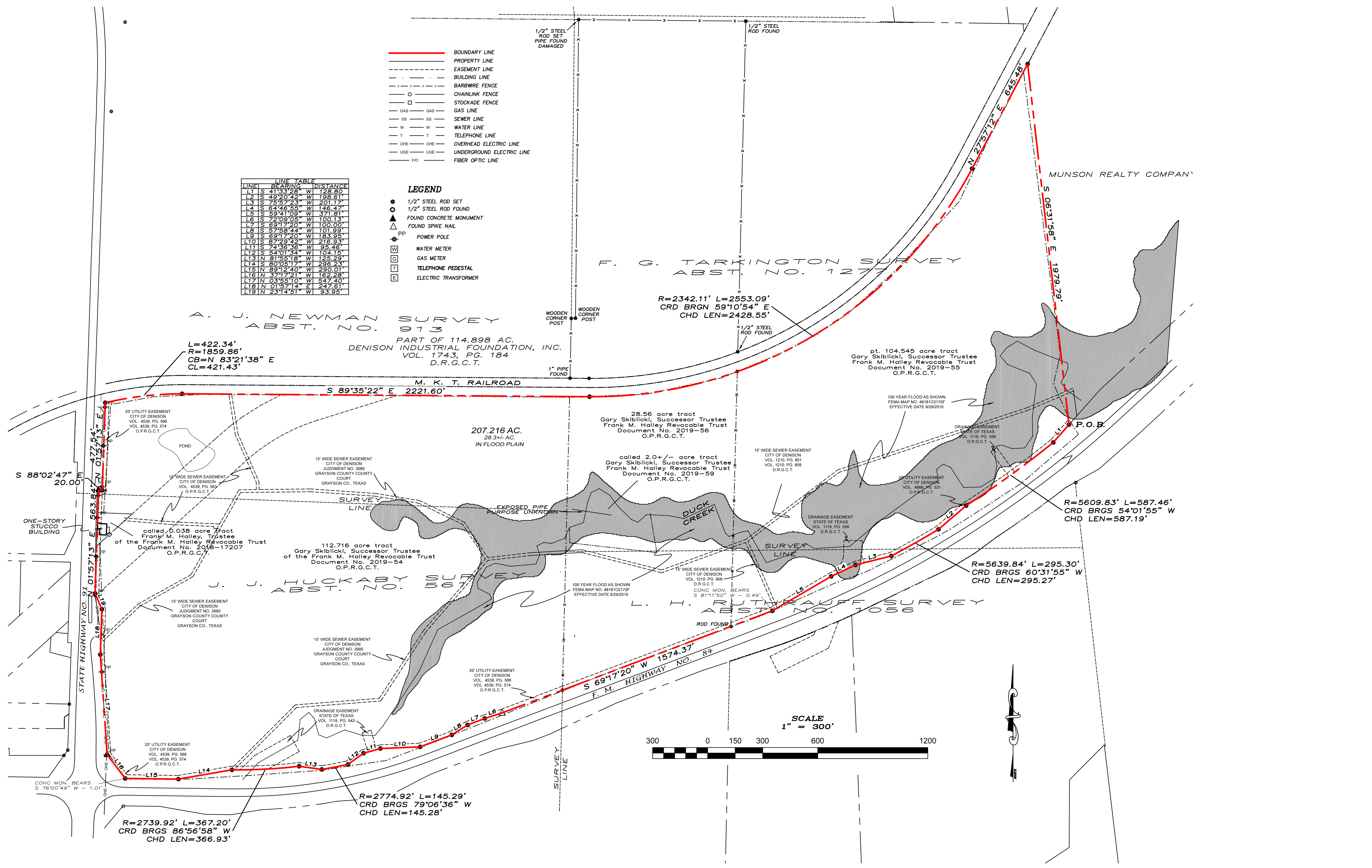
Alternatives

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

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the F. G. Tarkington Survey, Abstract No. 1277, the L. H. Ruthrauff Survey, Abstract 1056, the A. J. Newman Survey, Abstract No. 913 and the J. J. Huckaby Survey, Abstract No. 567 and being all of that called 0.038 acre tract conveyed to Frank M. Halley Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2018-17207, all of that 112.716 acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-54, all of that 28.56 acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-56, all of that called 2.0+/- acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-59 and a part of that 104.545 acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-55, all recorded in the Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a set 1/2" steel rod at the southeast corner of said 104.454 acre tract in the north right-of-way of F. M. Highway 84; Thence with said north right-of-way line the following calls and distances:
 South 41°33'28" West, a distance of 128.80 feet to a set 1/2" steel rod,
 with a non-tangent curve to the right having a radius of 5,609.83 feet, (chord bears South 54°01'55" West, 587.19 feet) an arc length of 587.46 feet to a set 1/2" steel rod,
 South 49°20'42" West, a distance of 198.61 feet to a set 1/2" steel rod,
 with a non-tangent curve to the right having a radius of 5,639.84 feet, (chord bears South 60°31'55" West, 295.27 feet) an arc length of 295.30 feet to a set 1/2" steel rod,
 South 75°57'23" West, a distance of 201.17 feet to a set 1/2" steel rod,
 South 64°46'55" West, a distance of 146.47 feet to a set 1/2" steel rod,
 South 59°41'09" West, a distance of 371.81 feet to a set 1/2" steel rod from which a concrete monument bears South 81°11'50" West, a distance of 0.49 feet,
 South 69°17'20" West, a distance of 1,574.37 feet to a found spike nail,
 South 72°09'05" West, a distance of 100.13 feet to a set 1/2" steel rod,
 South 69°17'20" West, a distance of 100.00 feet to a set 1/2" steel rod,
 South 57°58'44" West, a distance of 101.99 feet to a set 1/2" steel rod,
 South 69°17'20" West, a distance of 183.95 feet to a set 1/2" steel rod,
 South 87°29'42" West, a distance of 216.93 feet to a set 1/2" steel rod,
 South 74°36'36" West, a distance of 95.46 feet to a set 1/2" steel rod,
 South 54°01'34" West, a distance of 104.15 feet to a set 1/2" steel rod,
 with a non-tangent curve to the right having a radius of 2,774.92 feet, (chord bears South 79°06'36" West, 145.28 feet) an arc length of 145.29 feet to a set 1/2" steel rod,
 North 81°55'18" West, a distance of 125.29 feet to a set 1/2" steel rod,
 with a non-tangent curve to the right having a radius of 2,739.92 feet, (chord bears South 86°56'58" West, 366.93 feet) an arc length of 367.20 feet to a set 1/2" steel rod,
 South 80°05'17" West, a distance of 296.23 feet to a set 1/2" steel rod,
 North 89°12'40" West, a distance of 290.01 feet to a set 1/2" steel rod at the beginning of a right-of-way flare in the east right-of-way of State Highway 84, from which a concrete monument bears South 76°00'49" West, a distance of 1.01 feet;
 Thence with said east right-of-way line the following calls and distances:
 North 37°17'21" West, a distance of 162.28 feet to a found concrete monument,
 North 03°55'10" West, a distance of 547.40 feet to a set 1/2" steel rod,
 North 01°57'14" East, a distance of 247.61 feet to a set 1/2" steel rod,
 North 23°14'51" West, a distance of 93.95 feet to a set 1/2" steel rod,
 North 01°57'13" East, a distance of 563.86, to a found concrete monument at the southwest corner of an unrecorded TXDOT parcel;
 Thence South 88°02'47" East, with the south line of said TXDOT parcel a distance of 20.00 feet to a set 1/2" steel rod,
 Thence North 01°57'13" East, with the east line of said Right-of-Way parcel a distance of 477.54 feet to a set 1/2" steel rod in the south Right-of-Way of the M.K.T. Railroad,
 Thence with said south right-of-way line the following calls and distances:
 Thence with a non-tangent curve to the right having a radius of 1,859.86 feet, (chord bears North 83°21'38" East, 441.43 feet) an arc length of 422.34 feet to a set 1/2" steel rod,
 South 89°35'22" East, a distance of 2,221.60 feet to a set 1/2" steel rod,
 with a non-tangent curve to the right having a radius of 2,342.11 feet, (chord bears North 59°10'54" East, 2,428.55 feet) an arc length of 2,553.09 feet to a set 1/2" steel rod,
 North 27°57'12" East, a distance of 645.48 feet to a set 1/2" steel rod at the intersection of said south right-of-way line and the east line of said 104.545 acre tract,
 Thence South 06°31'58" East with said east line, a distance of 1,979.79 feet to the Point of Beginning and containing 207.216 acres of land.



Schedule "B" Exceptions as shown in Fidelity National Title Insurance Company, Commitment for Title Insurance, File No. 2107-17SH, effective date July 30, 2021

e. Easement for Highway Purposes granted by Instrument dated October 16, 1968 executed by Maurice A. Weisberg and wife, Gloria Weisberg to State of Texas recorded in Volume 1118, Page 543 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown

f. Easement for Highway Purposes granted by Instrument dated October 14, 1968 executed by P. H. Tobin Williams to State of Texas recorded in Volume 1118, Page 556 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

g. Sanitary Sewer Line Easement granted by Instrument dated December 14, 1971 executed by Jeanne Williams Mooney and Glenn A. Mooney to City of Denison, Texas, recorded in Volume 1210, Page 801 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown

h. Sanitary Sewer Line Easement granted by Instrument dated December 14, 1971 executed by Jeanne Williams Mooney and Glenn A. Mooney to City of Denison, Texas, recorded in Volume 1210, Page 804 et seq of the Official Public Records of Grayson County, Texas does not affect the subject tract as shown.

Sanitary Sewer Line Easement granted by Instrument dated October 26, 1971 executed by P. H. Tobin Williams et ux Ruth Williams to City of Denison, Texas, recorded in Volume 1210, Page 806 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

j. Sanitary Sewer Line Easement granted by Instrument dated October 26, 1971 executed by P. H. Tobin Williams et ux Ruth Williams to City of Denison,

Texas, recorded in Volume 1210, Page 809 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

k. Sanitary Sewer Line Easement granted by Instrument dated October 26, 1971 executed by P. H. Tobin Williams et ux Ruth Williams to City of Denison, Texas, recorded in Volume 1210, Page 811 et seq of the Official Public Records of Grayson County, Texas does not affect the subject tract.

r. Easement granted by Instrument dated September 25, 2008 executed by Alfred Jonathan Weisberg, Eric Philip Weisberg, Candace Weisberg Shirley and Samuel Weisberg to City of Denison, Texas, recorded in Volume 4539, Page 560 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

s. Easement granted by Instrument dated September 25, 2008 executed by Alfred Jonathan Weisberg, Eric Philip Weisberg, Candace Weisberg Shirley and Samuel Weisberg to City of Denison, Texas, recorded in Volume 4539, Page 566 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

t. Easement granted by Instrument dated September 25, 2008 executed by Alfred Jonathan Weisberg, Eric Philip Weisberg, Candace Weisberg Shirley and Samuel Weisberg to City of Denison, Texas, recorded in Volume 4539, Page 574 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

v. Easement granted by Instrument dated February 25, 2009 executed by Medical Air Services Association, an Oklahoma business corporation to The City of Denison, Texas, recorded in Volume 4966, Page 531 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

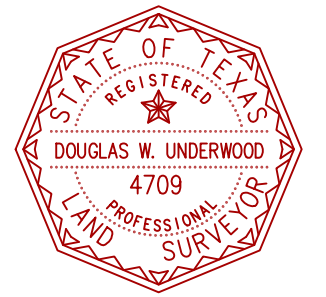
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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

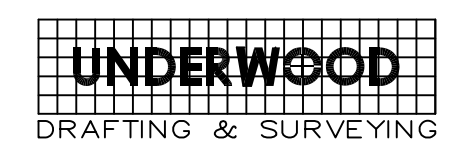
The survey is the unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice and copyright symbol shall be used:

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All rights reserved.

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



Douglas W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 08/27/21



City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone a ± 154.70-acre tract of land being identified as GCAD Property ID Nos. 109711, 109720, 109722, 109723, and 109766, and being generally located at the northeast corner of Texoma Drive (FM 84) and State Highway 91 (SH 91), from the Agricultural (A) District and the Multi-Family 2 (MF-2) Residential District to a Planned Development (PD) Overlay District with base zonings of Single-Family (SF-7.5) District, Single-Family (SF-TH) District, Multi-Family Residential (MF-2) District, Light Industrial (LI) District, and Commercial (C) District; and a request to zone a ± 52.52-acre tract of land being identified as GCAD Property ID Nos. 109713, 109718, and 439828, and being generally located at the northeast corner of Texoma Drive (FM 84) and State Highway 91 (SH 91) to a Planned Development (PD) Overlay District with the base zonings of Single Family (SF-7.5) District, Single-Family Townhomes (SF-TH) District, Multi-Family Residential (MF-2), Light Industrial (LI) District, and Commercial (C) District, for a combined total of ± 207.22 acres to allow for a mixed use development. (Case No. 2024-016PD).

Staff Contact

Dianne York, Planner
dyork@cityofdenison.com
903-465-2720

Summary

- The applicant is seeking to develop a mixed-use development at property located at the northeast corner of FM 84 and SH 91 consisting of approximately 207.22 acres.
- 52.52 acres of the 207.22 is currently located outside the City limits. The applicant has submitted a Voluntary Annexation Application in addition to this Zoning Application. The annexation request is a companion item on this agenda (Case No. 2024-017A).
- The proposed mixed-use development will consist of single-family, townhome, multi-family, light industrial and commercial uses.

Staff Recommendation

City staff recommends approval of the Planned Development Overlay District.

Recommended Motion

"I move to approve the proposed rezone request as well as the initial zoning request to a Planned Development Overlay District for the subject property to allow for a mixed-use development."

Background Information and Analysis

The applicant is seeking to rezone approximately 154.70 acres and initially zone approximately 52.52 acres to a Planned Development (PD) Overlay District to allow for a mixed-use development for property located at the northeast corner of Texoma Drive (FM 84) and State Highway 91 (SH 91). The Planned Development (PD) District will allow for multiple uses including single-family, townhomes, multi-family, light industrial and commercial uses. Exhibit C – *Concept Plan* depicts the approximate location of each use.

The PD establishes base zoning districts as well as allowable acreage for each use. Additionally, the PD establishes specific architectural standards for each use. A full list of all development standards is listed in Exhibit B – *Planned Development Standards*.

Landscape and screening requirements shall conform to the provisions set forth in Section 28.51. and 28.53. of the City of Denison Code of Ordinances, however, the PD establishes additional landscape requirements between the C – Commercial District and the MF-2 – Multi-Family District.

The Open Space requirements listed within Section 28.26. and Section 28.31. for the SF-TH – Single Family Townhome and the MF-2 – Multi-Family Districts are required per the PD. The applicant states that approximately 45.56 acres of the entire development will be dedicated to Open Space. Additionally, a trail system will be constructed with similar connectivity shown on the Concept Plan. All Open Spaces shall be owned and maintained by the Property Owner’s Association (POA).

Upon zoning approval, additional applications will be required prior to the development of the property. These applications include but are not limited to, Preliminary Plat (to include a traffic study), Site Plans, and Civil Engineering Construction Plans.

Financial Considerations

- N/A

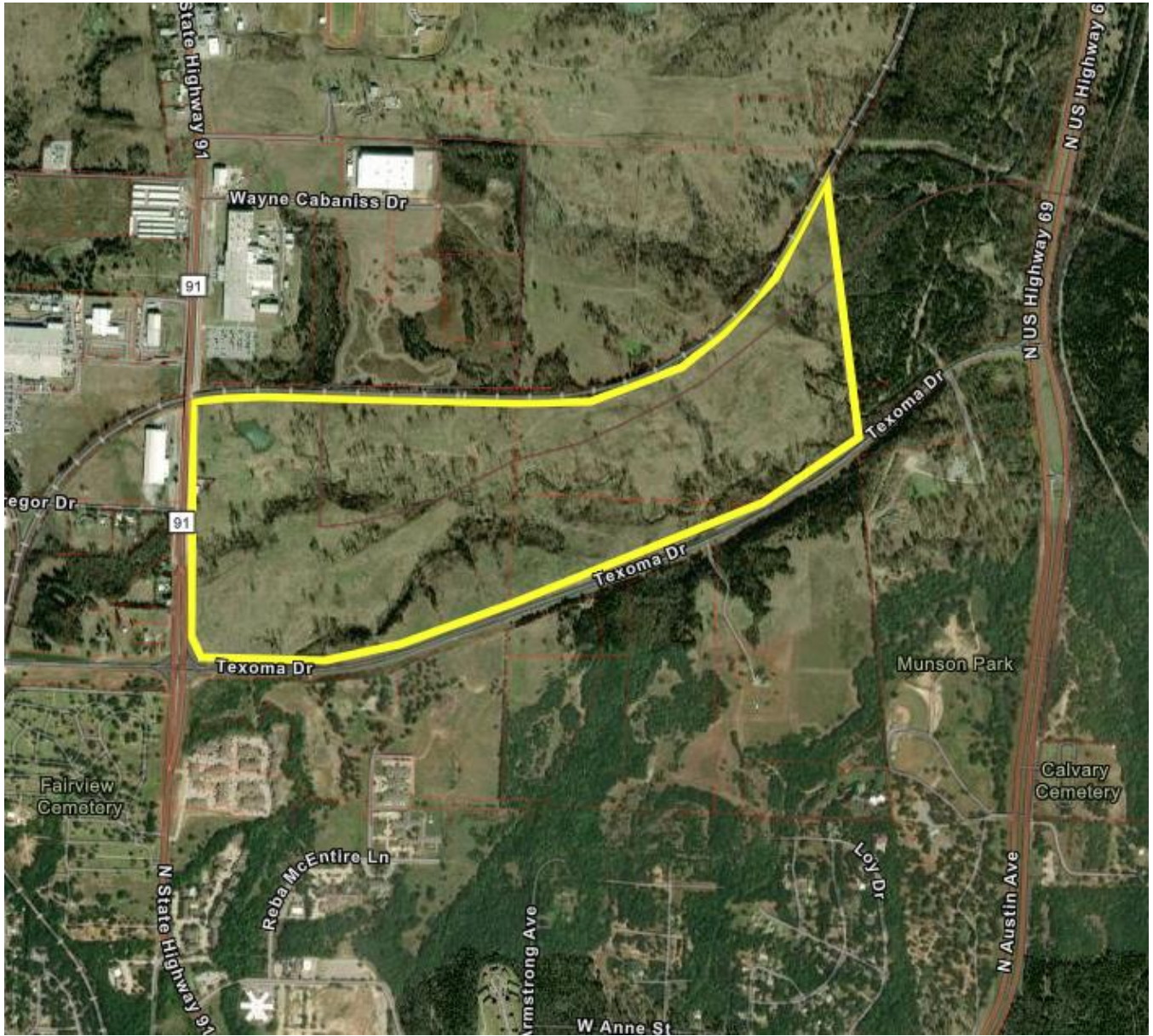
Prior Board or Council Action

- The City Council approved the Written Services Agreement for this development at their meeting held on June 3rd, 2024.
- The Planning and Zoning Commission recommended approval of this request at their meeting held on June 11th, 2024.

Alternatives

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

Aerial of Subject Property



Zoning Aerial of Subject Property

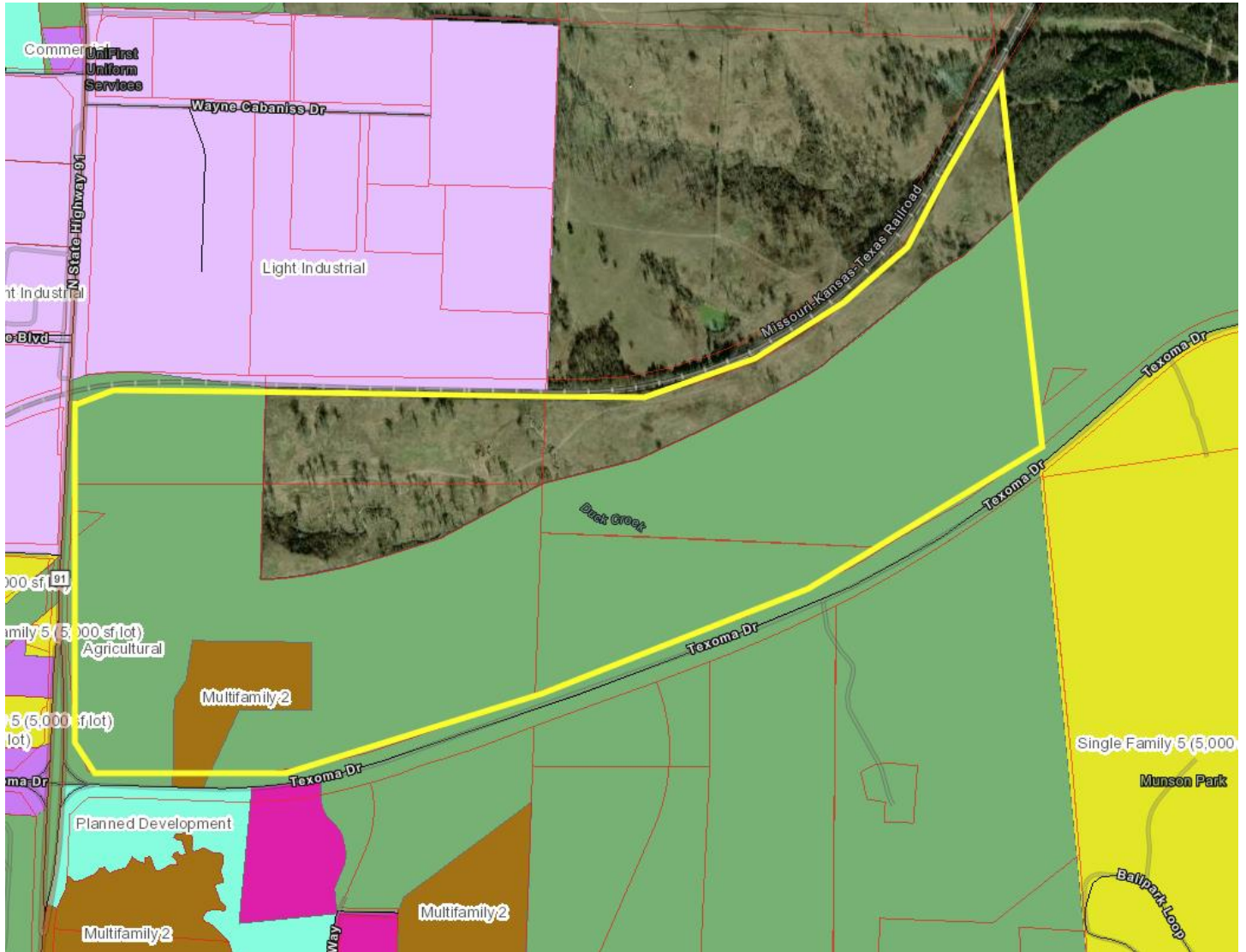


EXHIBIT "B"
PLANNED DEVELOPMENT STANDARDS

**DUCK CREEK CROSSING
PLANNED DEVELOPMENT DISTRICT
STATEMENT OF INTENT AND PURPOSE**

This zoning submittal encompasses approximately 154.7 total acres of land currently located within the City of Denison, in addition to the 52.52 acres proposed for annexation into the City, for a total of approximately 207.22 acres. The uses proposed for the Property will provide the ability to accommodate and encourage the development of a variety of uses including industrial, commercial, retail, multi-family, townhome, and single-family residential uses.

It is the intent of this Planned Development (PD) document to establish a base zoning for the overall property together with the uses and development regulations as designated therein, subject to modifications as set forth herein.

This PD document and the exhibits listed below supersede any existing zoning, use and development regulations for the tract of land described herein.

1.0 PROJECT OVERVIEW

The purpose of this Planned Development District is to create a well-designed mix of uses with planned open spaces which help to create an overall development that promotes a sense of community and relationship with neighbors and local businesses.

We have taken special care to align like uses with our neighboring properties, along with bringing opportunities for neighborhood driven retail such as childcare, hair & nail salons, small format retail spaces, etc.

The open space areas shown on the Concept Plan shall consist of both usable and passive open spaces to preserve trees and allow for recreation for the residents.

2.0 PROJECT LOCATION

Duck Creek Crossing is located on the northeast corner of Texoma Drive (FM 84) and State Highway 91 (SH 91). Situated within the F.G. Tarkington Survey, Abstract No. 1277, the L.H. Ruthrouff Survey, Abstract No. 1056, the A.J. Newman Survey, Abstract No. 913 and the J.J. Huckaby Survey, Abstract No. 561 as depicted in “Exhibit A – Legal Description”.

3.0 PROPERTY OWNER’S ASSOCIATION

A Property Owner’s Association (POA) shall be established and shall be responsible for the ownership and maintenance of all common areas, including all private open space areas shown on the Concept Plan. There will be four separate Property Owner’s Associations (POA) established. One for the single-family development, one for the multi-family development area, one for the townhome development area, and one for the retail/commercial development area. Each will be responsible for the maintenance of the open space they are adjacent to. HOA documents will further define these maintenance responsibilities.

4.0 PROPOSED THOROUGHFARES/ACCESS/CROSS SECTIONS

State Highway 91 (SH 91) is shown on the Thoroughfare Plan as a proposed minor arterial (90’ ROW, four-lane divided). Texoma Drive (FM 84) is designated on the Thoroughfare Plan as a proposed major Arterial (100’ ROW).

Dedication of right-of-way (ROW) for the proposed Armstrong Avenue extension will be provided as a Major Collector (80’ ROW).

5.0 CONCEPT PLAN

The design and development of the Property shall generally comply with the Concept Plan, which is intended to provide a general representation of the location of the land uses on the property.

6.0 SF-7.5 – SINGLE-FAMILY RESIDENTIAL DISTRICT

Except as noted below, the +/- 43.68-acre tract as depicted on the Concept Plan shall develop in accordance with the SF-7.5, Single-Family District as it exists or may be amended except for the following:

- A. Minimum Lot Area. Seven thousand five hundred (7,500) square feet.
- B. Maximum Lot Coverage. Fifty (50) percent including main building and accessory buildings.
- C. Minimum Front Yard. Twenty (20) feet. Including garage setback.
- D. Minimum Side Yard. Five (5) feet for interior side yard and ten (10) feet from a street right-of-way (ROW) line for a corner lots on a residential street.
- E. Minimum Floor Area Per Dwelling Unit. Twelve hundred (1,200) square feet.
- F. Parking. Must include two (2) car garages.
- G. Phasing and Access: The Single-Family development is anticipated to be constructed in Phases. The developer understands that multiple points of access will be required for life safety. Depending on the development status of surrounding parcels, an additional access point onto Texoma Drive (FM 84) may be required. This access point is reflected on the Concept Plan. The exact location of that access point (or its relevance) will be determined during subsequent development submittals.
- H. Architectural Standards. A minimum of four (4) housing elevation styles will be required for this portion of the development, and at no point shall the same architecture be used for more than three (3) homes on successive lots. Note that while varied floorplans are encouraged, the “styles” refers to the exterior of the homes, not the floorplans. Floor plans and elevations will be submitted to the City for review at the time of building permit.

7.0 SF-TH – SINGLE-FAMILY TOWNHOME DISTRICT

The +/- 21.28-acre tract and the +/- 5.40-acre tract as depicted on the Concept Plan shall develop in accordance with the SF-TH District as it exists or may be amended except for the following:

- A. Minimum Lot Area. Two thousand two hundred (2,200) square feet.
- B. Maximum Density. Nine (9) units per gross acre of land area within the development.
- C. Minimum Lot Width. Twenty-two (22) feet.

- D. Minimum Lot Depth. One hundred (100) feet.
- E. Maximum Lot Coverage. Fifty (50) percent including main and accessory buildings on each lot.
- F. Minimum Front Yard. Twenty (20) feet. The front yard setback may be reduced to ten (10) feet if garage access is via an alley.
- G. Parking. Must include two (2) car garages. These spaces can be accessed from either an alley or front loaded on a street.
- H. Guest Parking. Two (2) visitor stalls in the driveway directly in front of the garage, along with one (1) additional visitor stall per four (4) units.
- I. Refuse. Each lot will have its own trash and recycling receptacle that must fit within the garage when not being picked up.
- J. Facades. The building architecture should avoid “flat” architecture and should provide building articulation of at least two (2) feet every twenty-five (25) feet at minimum on the front elevation (facing the road accessing the front door of the structure). The side and rear architecture of the buildings should use materials and colors to avoid a monolithic appearance.
- K. Open Space. A minimum of twenty (20) percent open space as defined by City ordinance is required in this district.

8.0 MF-2 – MULTI-FAMILY DISTRICT

Except as noted below, the +/- 35.30-acre tract and +/- 8.47-acre tract as depicted on the Concept Plan shall develop in accordance with the MF-2 - Multi-Family Residential District as it exists or may be amended except for the following:

- A. Types of Buildings. The building types proposed are Garden Style Multi-Family.
- B. Types of Dwelling Units. The property may consist of the following:
 - a. efficiency
 - b. one-bedroom
 - c. two-bedroom
 - d. three-bedroom units

Multi-Family units with four (4) or more bedrooms shall be prohibited.

- C. Total Units. The 35.30-acre tract will allow a maximum of 450 units. The 8.47-acre tract will allow a maximum of 160 units.
- D. Minimum Number of On-Site Parking Spaces. No average number of parking spaces shall apply. On-site parking shall be provided as follows:
 - a. One (1) space for each studio/efficiency unit.
 - b. One and one-half (1.5) spaces for each one-bedroom unit.
 - c. Two (2) spaces for each two-bedroom unit.
 - d. Two and one half (2) spaces for each three-bedroom unit.
- E. Building Heights. Buildings shall be a maximum of four (4) stories, not to exceed sixty-five (65) feet in height. Chimneys, antennae, and other architectural projections not used for occupancy may extend above this height limit. Accessory buildings shall be a maximum of twenty-five (25) feet in height, including detached resident parking garages.
- F. Additional Landscape Requirements. For development abutting SH91, there shall be a minimum fifteen (15) foot landscape easement consisting of turf and/or ground cover and one (1), two-inch caliper shade trees planted at thirty (30) feet on center. The area shall have permanent irrigation and shall not be encumbered with other easements.
- G. Amenities. Each complex will require its own tot lot with playground equipment for multiple age groups.
- H. Architectural Standards. Buildings shall be constructed using high quality materials, including but not limited to:
 - a. Glass
 - b. Hardie Lap Siding (or similar)
 - c. Architectural Metals (accents)
 - d. Brick or Masonry.
- I. Open Space. A minimum of fifteen (15) percent open space as defined by City ordinance is required in this district.

9.0 LI – LIGHT INDUSTRIAL DISTRICT

The +/- 28.37-acre tract as depicted on the Concept Plan shall develop in accordance with the LI – Light Industrial as it exists or may be amended except for the following:

- A. Allowed Uses.
 - a. Boat Storage/Recreational Vehicle Storage/Self-Storage
 - b. Boat or Marine Repair Shop
 - c. Brewery or Distillery
 - d. Building Material Sales

- e. Office
- f. Landscape Nursery

B. Buffers. Where abutting a residential district, a fifty (50) foot landscape buffer, as well as berming will be required to screen the structures from view of the nearest residential property.

10.0 C – COMMERCIAL DISTRICT

The +/- 7.84-acre tract as depicted on the Concept Plan shall develop in accordance with the C - Commercial District as it exists or may be amended except for the following:

- A. Parking. The Commercial District development shall provide parking at a minimum ratio of five (5) parking spaces per 1,000 SF of retail and commercial space (excluding any stock storage or other non-publicly accessible areas) unless a parking study indicating a lesser need, can be provided to the planning staff to be reviewed and approved.
- B. Architectural Standards. At least fifty percent (50%) of all exterior wall finishes on any building shall be comprised of a combination of at least three (3) of the following materials with all materials present on each elevation.
 - a. Brick.
 - b. Natural or cultured stone.
 - c. Glass.
 - d. Stucco or EIFS.
 - e. Cementitious siding.
 - f. Architectural metal.
 - g. Integrally colored rock faced block.

The remaining portion of all exterior wall finishes shall be comprised of any combination of decorative, rock faced concrete block and textured concrete panels, or other comparable or superior materials as approved by the planning staff.

11.0 OPEN SPACE & TRAILS

Open space and amenities shall be provided per the following:

- A. All open space areas shall be owned and maintained by the Property Owner's Association (POA).
- B. A trail system shall be provided, with a similar connectivity shown on the concept plan. The trail shall be a minimum of six (6) feet wide and made of a material which is accessible. This system will be constructed in phases, with the progression of development.

12.0 PERIMETER SCREENING & LANDSCAPE BUFFERS

Landscaping & Screening shall conform to the provisions set forth in Section 28.51. and Section 28.53. of the City of Denison Code of Ordinances as it exists or may be amended except as outlined below:

- A. Where Commercial (C) and Multi-Family Residential (MF2) uses abut without a separation of a private shared road or public right-of-way (ROW) the following screening shall be installed by each party:
 - a. An eight (8) foot solid fence shall be installed by the developer of the commercial tract(s)
 - b. An Overstory Tree buffer shall be provided by the multifamily developer at a rate of one (1) tree per twenty-five (25) feet in property line linear footage.

- B. Where Single-Family (SF-7.5) lots abut the proposed greenway, the rear fences (if desired) shall be opaque to allow for views into the greenway and avoid a solid wall for users of the greenway. An example of the desired opacity includes ornamental fencing with spacing between pickets of less than four (4) inches.

EXHIBIT "C" CONCEPT PLAN

- LAND USE SUMMARY**
- TOTAL RESIDENTIAL UNITS: 825
 - 80' X 135' LOTS - (137 LOTS)
 - TOWNHOMES
 - MULTIFAMILY HOUSING
 - COMMERCIAL - 30,000 SF (APPROX.)
 - STORAGE - 120,000 SF (APPROX.)

- DRAWING KEY**
- 1 ENTRANCE MONUMENT
 - 2 COMMUNITY RECREATION AREA
 - 3 PROPOSED TRAILS (1-1.2 MILES) *****
 - 4 STORMWATER BASIN
 - 5 SECOND ACCESS ALTERNATIVE (PAVING DEPENDENT)



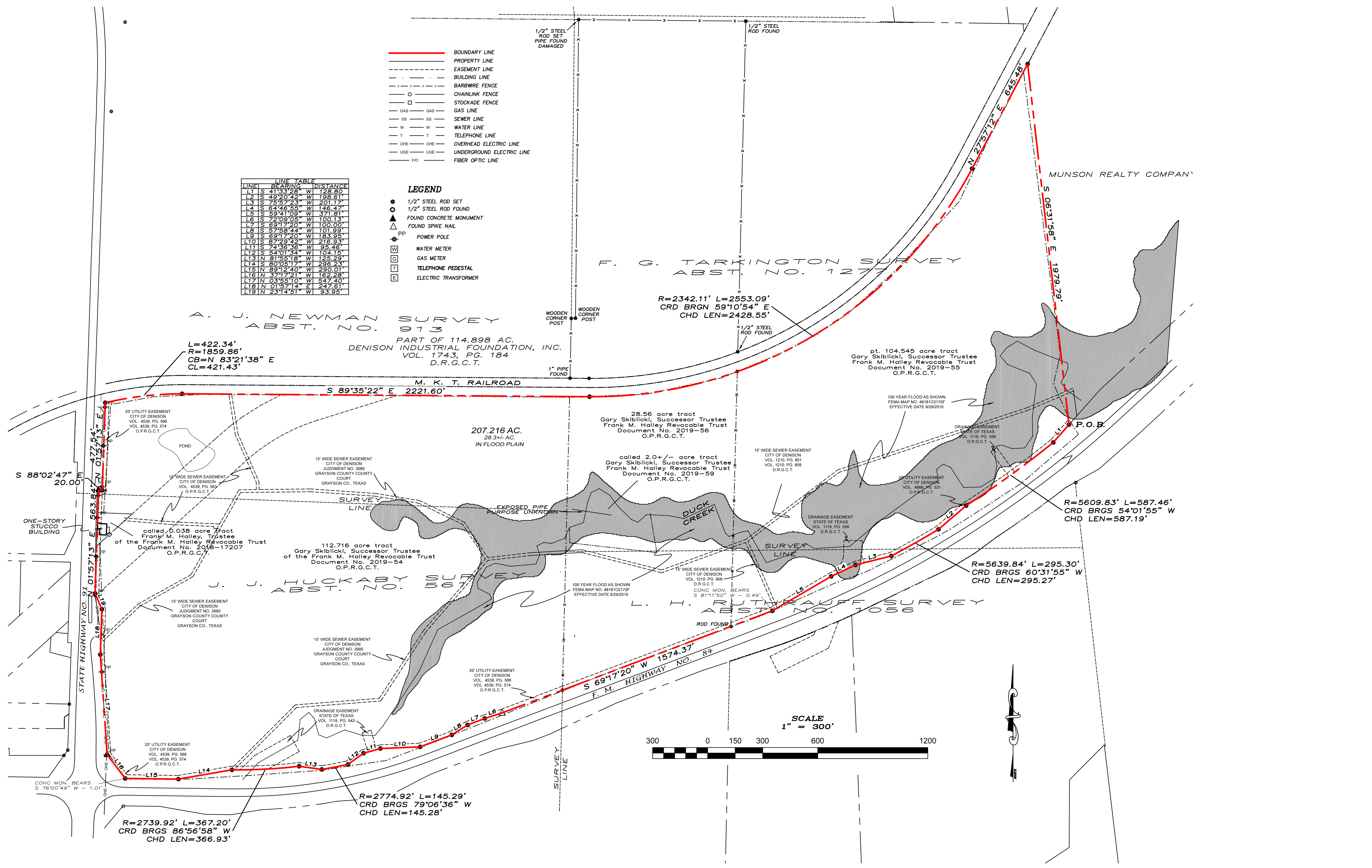
**DUCK CREEK
CROSSING**
ILLUSTRATIVE LAND PLAN
DENISON, TX
UPDATED- APRIL 18, 2024



LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the F. G. Tarkington Survey, Abstract No. 1277, the L. H. Ruthrauff Survey, Abstract 1056, the A. J. Newman Survey, Abstract No. 913 and the J. J. Huckaby Survey, Abstract No. 567 and being all of that called 0.038 acre tract conveyed to Frank M. Halley Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2018-17207, all of that 112.716 acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-54, all of that 28.56 acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-56, all of that called 2.0+/- acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-59 and a part of that 104.545 acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-55, all recorded in the Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a set 1/2" steel rod at the southeast corner of said 104.454 acre tract in the north right-of-way of F. M. Highway 84; Thence with said north right-of-way line the following calls and distances:
 South 41°33'28" West, a distance of 128.80 feet to a set 1/2" steel rod,
 with a non-tangent curve to the right having a radius of 5,609.83 feet, (chord bears South 54°01'55" West, 587.19 feet) an arc length of 587.46 feet to a set 1/2" steel rod,
 South 49°20'42" West, a distance of 198.61 feet to a set 1/2" steel rod,
 with a non-tangent curve to the right having a radius of 5,639.84 feet, (chord bears South 60°31'55" West, 295.27 feet) an arc length of 295.30 feet to a set 1/2" steel rod,
 South 75°57'23" West, a distance of 201.17 feet to a set 1/2" steel rod,
 South 64°46'55" West, a distance of 146.47 feet to a set 1/2" steel rod,
 South 59°41'09" West, a distance of 371.81 feet to a set 1/2" steel rod from which a concrete monument bears South 81°11'50" West, a distance of 0.49 feet,
 South 69°17'20" West, a distance of 1,574.37 feet to a found spike nail,
 South 72°09'05" West, a distance of 100.13 feet to a set 1/2" steel rod,
 South 69°17'20" West, a distance of 100.00 feet to a set 1/2" steel rod,
 South 57°58'44" West, a distance of 101.99 feet to a set 1/2" steel rod,
 South 69°17'20" West, a distance of 183.95 feet to a set 1/2" steel rod,
 South 87°29'42" West, a distance of 216.93 feet to a set 1/2" steel rod,
 South 74°36'36" West, a distance of 95.46 feet to a set 1/2" steel rod,
 South 54°01'34" West, a distance of 104.15 feet to a set 1/2" steel rod,
 with a non-tangent curve to the right having a radius of 2,774.92 feet, (chord bears South 79°06'36" West, 145.28 feet) an arc length of 145.29 feet to a set 1/2" steel rod,
 North 81°55'18" West, a distance of 125.29 feet to a set 1/2" steel rod,
 with a non-tangent curve to the right having a radius of 2,739.92 feet, (chord bears South 86°56'58" West, 366.93 feet) an arc length of 367.20 feet to a set 1/2" steel rod,
 South 80°05'17" West, a distance of 296.23 feet to a set 1/2" steel rod,
 North 89°12'40" West, a distance of 290.01 feet to a set 1/2" steel rod at the beginning of a right-of-way flare in the east right-of-way of State Highway 84, from which a concrete monument bears South 76°00'49" West, a distance of 1.01 feet;
 Thence with said east right-of-way line the following calls and distances:
 North 37°17'21" West, a distance of 162.28 feet to a found concrete monument,
 North 03°55'10" West, a distance of 547.40 feet to a set 1/2" steel rod,
 North 01°57'14" East, a distance of 247.61 feet to a set 1/2" steel rod,
 North 23°14'51" West, a distance of 93.95 feet to a set 1/2" steel rod,
 North 01°57'13" East, a distance of 563.86 feet, to a found concrete monument at the southwest corner of an unrecorded TXDOT parcel;
 Thence South 88°02'47" East, with the south line of said TXDOT parcel a distance of 20.00 feet to a set 1/2" steel rod,
 Thence North 01°57'13" East, with the east line of said Right-of-Way parcel a distance of 477.54 feet to a set 1/2" steel rod in the south Right-of-Way of the M.K.T. Railroad,
 Thence with said south right-of-way line the following calls and distances:
 Thence with a non-tangent curve to the right having a radius of 1,859.86 feet, (chord bears North 83°21'38" East, 441.43 feet) an arc length of 422.34 feet to a set 1/2" steel rod,
 South 89°35'22" East, a distance of 2,221.60 feet to a set 1/2" steel rod,
 with a non-tangent curve to the right having a radius of 2,342.11 feet, (chord bears North 59°10'54" East, 2,428.55 feet) an arc length of 2,553.09 feet to a set 1/2" steel rod,
 North 27°57'12" East, a distance of 645.48 feet to a set 1/2" steel rod at the intersection of said south right-of-way line and the east line of said 104.545 acre tract,
 Thence South 06°31'58" East with said east line, a distance of 1,979.79 feet to the Point of Beginning and containing 207.216 acres of land.



Schedule "B" Exceptions as shown in Fidelity National Title Insurance Company, Commitment for Title Insurance, File No. 2107-17SH, effective date July 30, 2021

e. Easement for Highway Purposes granted by Instrument dated October 16, 1968 executed by Maurice A. Weisberg and wife, Gloria Weisberg to State of Texas recorded in Volume 1118, Page 543 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown

f. Easement for Highway Purposes granted by Instrument dated October 14, 1968 executed by P. H. Tobin Williams to State of Texas recorded in Volume 1118, Page 556 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

g. Sanitary Sewer Line Easement granted by Instrument dated December 14, 1971 executed by Jeanne Williams Mooney and Glenn A. Mooney to City of Denison, Texas, recorded in Volume 1210, Page 801 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown

h. Sanitary Sewer Line Easement granted by Instrument dated December 14, 1971 executed by Jeanne Williams Mooney and Glenn A. Mooney to City of Denison, Texas, recorded in Volume 1210, Page 804 et seq of the Official Public Records of Grayson County, Texas does not affect the subject tract as shown.

Sanitary Sewer Line Easement granted by Instrument dated October 26, 1971 executed by P. H. Tobin Williams et ux Ruth Williams to City of Denison, Texas, recorded in Volume 1210, Page 806 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

j. Sanitary Sewer Line Easement granted by Instrument dated October 26, 1971 executed by P. H. Tobin Williams et ux Ruth Williams to City of Denison,

Texas, recorded in Volume 1210, Page 809 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

k. Sanitary Sewer Line Easement granted by Instrument dated October 26, 1971 executed by P. H. Tobin Williams et ux Ruth Williams to City of Denison, Texas, recorded in Volume 1210, Page 811 et seq of the Official Public Records of Grayson County, Texas does not affect the subject tract.

r. Easement granted by Instrument dated September 25, 2008 executed by Alfred Jonathan Weisberg, Eric Philip Weisberg, Candace Weisberg Shirley and Samuel Weisberg to City of Denison, Texas, recorded in Volume 4539, Page 560 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

s. Easement granted by Instrument dated September 25, 2008 executed by Alfred Jonathan Weisberg, Eric Philip Weisberg, Candace Weisberg Shirley and Samuel Weisberg to City of Denison, Texas, recorded in Volume 4539, Page 566 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

t. Easement granted by Instrument dated September 25, 2008 executed by Alfred Jonathan Weisberg, Eric Philip Weisberg, Candace Weisberg Shirley and Samuel Weisberg to City of Denison, Texas, recorded in Volume 4539, Page 574 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

v. Easement granted by Instrument dated February 25, 2009 executed by Medical Air Services Association, an Oklahoma business corporation to The City of Denison, Texas, recorded in Volume 4966, Page 531 et seq of the Official Public Records of Grayson County, Texas affects the subject tract as shown.

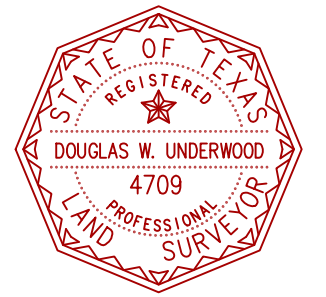
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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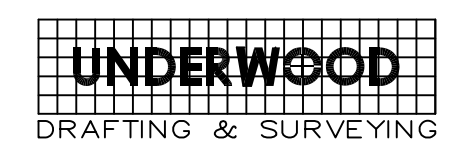
The survey is the unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice and copyright shall apply:

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



Douglas W. Underwood
Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 08/27/21





LAND USE SUMMARY

- TOTAL RESIDENTIAL UNITS: 825
- 60' X 135+' LOTS - (137 LOTS)
- TOWNHOMES
- MULTIFAMILY HOUSING
- COMMERCIAL -30,000 SF (APPROX.)
- STORAGE -120,000 SF (APPROX.)

DRAWING KEY

- ① ENTRANCE MONUMENT
- ② COMMUNITY RECREATION AREA
- ③ PROPOSED TRAILS (~1.24 MILES)
- ④ STORMWATER BASIN
- ⑤ SECOND ACCESS ALTERNATIVE (PHASING DEPENDENT)



**DUCK CREEK
CROSSING**
ILLUSTRATIVE LAND PLAN
DENISON, TX
UPDATED- APRIL 18, 2024



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, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE CURRENT ZONING CLASSIFICATION OF A ±154.70-ACRE TRACT OF LAND BEING IDENTIFIED AS GRAYSON COUNTY APPRAISAL DISTRICT PROPERTY ID NOS. 109711, 109720, 109722, 109723, AND 109766, AND BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF TEXOMA DRIVE/FM 84 AND STATE HIGHWAY 91, FROM THE AGRICULTURAL (A) DISTRICT AND THE MULTI-FAMILY 2 (MF-2) RESIDENTIAL DISTRICT TO THE PLANNED DEVELOPMENT (PD) OVERLAY DISTRICT WITH BASE ZONINGS OF SINGLE-FAMILY (SF-7.5) DISTRICT, SINGLE-FAMILY TOWNHOME (SF-TH) DISTRICT, MULTI-FAMILY RESIDENTIAL (MF-2) DISTRICT, LIGHT INDUSTRIAL (LI) DISTRICT, AND COMMERCIAL (C) DISTRICT; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY ESTABLISHING A ZONING CLASSIFICATION ON A ±52.52-ACRE TRACT OF LAND BEING IDENTIFIED AS GRAYSON COUNTY APPRAISAL DISTRICT PROPERTY ID NOS. 109713, 109718, AND 439828, AND BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF TEXOMA DRIVE/FM 84 AND STATE HIGHWAY 91 TO A PLANNED DEVELOPMENT (PD) OVERLAY DISTRICT WITH BASE ZONINGS OF SINGLE-FAMILY (SF-7.5) DISTRICT, SINGLE-FAMILY TOWNHOME (SF-TH) DISTRICT, MULTI-FAMILY RESIDENTIAL (MF-2) DISTRICT, LIGHT INDUSTRIAL (LI) DISTRICT, AND COMMERCIAL (C) DISTRICT, FOR A COMBINED TOTAL OF ±207.22 ACRES; BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A-1” AND DEPICTED IN EXHIBIT “A-2”; PROVIDING DEVELOPMENT STANDARDS, ATTACHED HERETO AS EXHIBIT “B”; PROVIDING A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING, AND SAVINGS CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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 of Denison, Texas (the “City Council”), is authorized and empowered by law, in accordance with Chapter 211 of the Texas Local Government Code, to adopt zoning regulations governing the use of land within the City; and

WHEREAS, 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, the City has received a request from Denison Land Holdings, LLC, to change the current zoning classification of a ±154.70-acre tract of land being identified as Grayson County Appraisal District Property ID Nos. 109711, 109720, 109722, 109723, and 109766, and being generally located at the northeast corner of Texoma Drive/FM 84 and State Highway 91, from the Agricultural (A) District and the Multi-Family 2 (MF-2) Residential District to the Planned Development (PD) Overlay District with base zonings of Single-Family (SF-7.5) District, Single-Family Townhome (SF-TH) District, Multi-Family Residential (MF-2) District, Light Industrial (LI) District, and Commercial (C) District; and to establish a zoning classification on a ±52.52-acre tract of land being identified as Grayson County Appraisal District Property ID Nos. 109713, 109718, and 439828, and being generally located at the northeast corner of Texoma Drive/FM 84 and State Highway 91 to a Planned Development (PD) Overlay District with base zonings of Single-Family (SF-7.5) District, Single-Family Townhome (SF-TH) District, Multi-Family Residential (MF-2) District, Light Industrial (LI) District, and Commercial (C) District, for a combined total of ±207.22 acres, and being more particularly described in **Exhibit A-1** and depicted in **Exhibit A-2**, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, Owner has designated Josh McKinney of Measure Group 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 Development Standards and Concept Plan, as set forth in **Exhibit B** and **Exhibit C**, attached hereto and incorporated herein, define the base zoning districts and provide for modifications to district regulations for the development of the Property; and

WHEREAS, after public notices were given in compliance with Texas law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City (the “Planning and Zoning Commission”) has recommended to the City Council to approve the change in zoning district classification on the Property and to amend the official zoning map of the City (the “Zoning Map”) to reflect the PD zoning classification; and

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

WHEREAS, the Zoning Ordinance incorporates design standards and building materials standards that are differentially applicable to residential structures and non-residential buildings; and

WHEREAS, such standards substantially further the preservation of property values and the promotion of economic development within the City; and

WHEREAS, such standards also establish the character of community development and embody architecturally and, in some contexts, culturally significant features of continuing duration; and

WHEREAS, the Zoning Ordinance also provides for planned development districts, which enable departures from traditional zoning district standards in recognition of the unique character of a development project; and

WHEREAS, the City's policy in creating or amending a planned development district is to incorporate and enhance to the fullest extent feasible the design and building materials standards that are integral to the City's zoning regulations in all planned development districts; and

WHEREAS, the City Council finds and determines that the incorporation of such standards lends long-term viability to the planned development project; and

WHEREAS, the owner and/or developer of the Property has consented in writing to the enforcement of the City's design and building materials standards within the planned development district and waived the statutory provisions in Chapter 3000, Texas Government Code.

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

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

Section 2. Findings. After due deliberations and consideration of the recommendation of the Planning and Zoning Commission and the information and other materials received at the public hearing, the City Council has concluded that the adoption of this Ordinance is in the best interests of the City, and of the public health, safety and welfare.

Section 3. Zoning Amendment. The Zoning Ordinance is hereby amended to change the zoning of the ±154.70-acre tract of land and establish the zoning of the ±52.52-acre tract of land, for a combined total of ±207.22 acres, to Planned Development (PD) Overlay District with base zonings of Single-Family (SF-7.5) District, Single-Family Townhome (SF-TH) District, Multi-Family Residential (MF-2) District, Light Industrial (LI) District, and Commercial (C) District, subject to the following regulations, which exhibits are incorporated as if fully set forth herein, and all applicable City ordinances and regulations governing except as may be modified by this Ordinance:

Exhibit B:	Development Standards
Exhibit C:	Concept Plan

Section 4. Zoning Map. The Zoning Map is hereby amended to reflect the established zoning classification designation herein made.

Section 5. Compliance Required. The Property shall be used only in the manner and for the purposes provided for in this Ordinance and the Comprehensive Zoning Ordinance of the City, as amended.

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.

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

Section 9. Publication and Effective Date. This Ordinance shall become effective immediately upon its adoption and its publication as required by law.

Section 10. 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:
- Nays:
- Abstentions:

At regular meeting June 17, 2024.

ROBERT CRAWLEY, MAYOR

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT A-1
PROPERTY LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the F. G. Tarkington Survey, Abstract No.1277, the L. H. Ruthrauff Survey, Abstract 1056, the A. J. Newman Survey, Abstract No. 913 and the J. J. Huckaby Survey, Abstract No. 561 and being all of that called 0.038 acre tract conveyed to Frank M. Halley, Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2018-17207, all of that 112.716 acre tract of land conveyed to Gary Skibiicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-54, all of that 28.56 acre tract of land conveyed to Gary Skibiicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-56, all of that called 2.0+/- acre tract of land conveyed to Gary Skibiicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-59 and a part of that 104.545 acre tract of land conveyed to Gary Skibiicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-55, all recorded in the Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a set 1/2" steel rod at the southeast corner of said 104.454 acre tract in the north right-of-way of F. M. Highway 84; Thence with said north right-of-way line the following calls and distances:

South 41°33'28" West, a distance of 128.80 feet to a set 1/2" steel rod,
with a non-tangent curve to the right having a radius of 5,609.83 feet, (chord bears South 54°01'55" West, 587.19 feet) an arc length of 587.46 feet to a set 1/2" steel rod,
South 49°20'42" West, a distance of 198.61 feet to a set 1/2" steel rod,
with a non-tangent curve to the right having a radius of 5,639.84 feet, (chord bears South 60°31'55" West, 295.27 feet) an arc length of 295.30 feet to a set 1/2" steel rod,
South 75°57'23" West, a distance of 201.17 feet to a set 1/2" steel rod,
South 64°46'55" West, a distance of 146.47 feet to a set 1/2" steel rod,
South 59°41'09" West, a distance of 371.81 feet to a set 1/2" steel rod from which a concrete monument bears South 81°11'50" West, a distance of 0.49 feet,
South 69°17'20" West, a distance of 1,574.37 feet to a found spike nail,
South 72°09'05" West, a distance of 100.13 feet to a set 1/2" steel rod,
South 69°17'20" West, a distance of 100.00 feet to a set 1/2" steel rod,
South 57°58'44" West, a distance of 101.99 feet to a set 1/2" steel rod,
South 69°17'20" West, a distance of 183.95 feet to a set 1/2" steel rod,
South 87°29'42" West, a distance of 216.93 feet to a set 1/2" steel rod,
South 74°36'36" West, a distance of 95.46 feet to a set 1/2" steel rod,
South 54°01'34" West, a distance of 104.15 feet to a set 1/2" steel rod,
with a non-tangent curve to the right having a radius of 2,774.92 feet, (chord bears South 79°06'36" West, 145.28 feet) an arc length of 145.29 feet to a set 1/2" steel rod,

North 81°55'18" West, a distance of 125.29 feet to a set 1/2" steel rod,

with a non-tangent curve to the right having a radius of 2,739.92 feet, (chord bears South 86°56'58" West, 366.93 feet) an arc length of 367.20 feet to a set 1/2" steel rod,

South 80°05'17" West, a distance of 296.23 feet to a set 1/2" steel rod,

North 89°12'40" West, a distance of 290.01 feet to a set 1/2" steel rod at the beginning of a right-of-way flare in the east right-of-way of State Highway 91, from which a concrete monument bears South 76°00'49" West, a distance of 1.01 feet;

Thence with said east right-of-way line the following calls and distances:

North 37°17'21" West, a distance of 162.28 feet to a found concrete monument,

North 03°55'10" West, a distance of 547.40 feet to a set 1/2" steel rod,

North 01°57'14" East, a distance of 247.61 feet to a set 1/2" steel rod,

North 23°14'51" West, a distance of 93.95 feet to a set 1/2" steel rod,

North 01°57'13" East, a distance of 563.86, to a found concrete monument at the southwest corner of an unrecorded TXDOT Right-of-Way parcel,

Thence South 88°02'47" East, with the south line of said TXDOT parcel a distance of 20.00 to a set 1/2" steel rod,

Thence North 01°57'13" East, with the east line of said Right-of-Way parcel a distance of 477.54 feet to a set 1/2" steel rod in the south Right-of-Way of the M.K.T. Railroad,

Thence with said south right-of-way line the following calls and distances:

Thence with a non-tangent curve to the right having a radius of 1,859.86 feet, (chord bears North 83°21'38" East, 441.43 feet) an arc length of 422.34 feet to a set 1/2" steel rod,

South 89°35'22" East, a distance of 2,221.60 feet to a set 1/2" steel rod,

with a non-tangent curve to the left having a radius of 2,342.11 feet, (chord bears North 59°10'54" East, 2,428.55 feet) an arc length of 2,553.09 feet to a set 1/2" steel rod,

North 27°57'12" East, a distance of 645.48 feet to a set 1/2" steel rod at the intersection of said south right-of-way line and the east line of said 104.545 acre tract,

Thence South 06°31'58" East with said east line, a distance of 1,979.79 feet to the Point of Beginning and containing 207.216 acres of land.

EXHIBIT B
DEVELOPMENT STANDARDS

DUCK CREEK CROSSING
PLANNED DEVELOPMENT DISTRICT
STATEMENT OF INTENT AND PURPOSE

This zoning submittal encompasses approximately 154.7 total acres of land currently located within the City of Denison, in addition to the 52.52 acres proposed for annexation into the City, for a total of approximately 207.22 acres. The uses proposed for the Property will provide the ability to accommodate and encourage the development of a variety of uses including industrial, commercial, retail, multi-family, townhome, and single-family residential uses.

It is the intent of this Planned Development (PD) document to establish a base zoning for the overall property together with the uses and development regulations as designated therein, subject to modifications as set forth herein.

This PD document and the exhibits listed below supersede any existing zoning, use and development regulations for the tract of land described herein.

1.0 PROJECT OVERVIEW

The purpose of this Planned Development District is to create a well-designed mix of uses with planned open spaces which help to create an overall development that promotes a sense of community and relationship with neighbors and local businesses.

We have taken special care to align like uses with our neighboring properties, along with bringing opportunities for neighborhood driven retail such as childcare, hair & nail salons, small format retail spaces, etc.

The open space areas shown on the Concept Plan shall consist of both usable and passive open spaces to preserve trees and allow for recreation for the residents.

2.0 PROJECT LOCATION

Duck Creek Crossing is located on the northeast corner of Texoma Drive (FM 84) and State Highway 91 (SH 91). Situated within the F.G. Tarkington Survey, Abstract No. 1277, the L.H. Ruthrouff Survey, Abstract No. 1056, the A.J. Newman Survey, Abstract No. 913 and the J.J. Huckaby Survey, Abstract No. 561 as depicted in “Exhibit A – Legal Description”.

3.0 PROPERTY OWNER’S ASSOCIATION

A Property Owner’s Association (POA) shall be established and shall be responsible for the ownership and maintenance of all common areas, including all private open space areas shown on the Concept Plan. There will be four separate Property Owner’s Associations (POA) established. One for the single-family development, one for the multi-family development area, one for the townhome development

area, and one for the retail/commercial development area. Each will be responsible for the maintenance of the open space they are adjacent to. HOA documents will further define these maintenance responsibilities.

4.0 PROPOSED THOROUGHFARES/ACCESS/CROSS SECTIONS

State Highway 91 (SH 91) is shown on the Thoroughfare Plan as a proposed minor arterial (90' ROW, four-lane divided). Texoma Drive (FM 84) is designated on the Thoroughfare Plan as a proposed major Arterial (100' ROW).

Dedication of right-of-way (ROW) for the proposed Armstrong Avenue extension will be provided as a Major Collector (80' ROW).

5.0 CONCEPT PLAN

The design and development of the Property shall generally comply with the Concept Plan, which is intended to provide a general representation of the location of the land uses on the property.

6.0 SF-7.5 – SINGLE-FAMILY RESIDENTIAL DISTRICT

Except as noted below, the +/- 43.68-acre tract as depicted on the Concept Plan shall develop in accordance with the SF-7.5, Single-Family District as it exists or may be amended except for the following:

- A. Minimum Lot Area. Seven thousand five hundred (7,500) square feet.
- B. Maximum Lot Coverage. Fifty (50) percent including main building and accessory buildings.
- C. Minimum Front Yard. Twenty (20) feet. Including garage setback.
- D. Minimum Side Yard. Five (5) feet for interior side yard and ten (10) feet from a street right-of-way (ROW) line for a corner lots on a residential street.
- E. Minimum Floor Area Per Dwelling Unit. Twelve hundred (1,200) square feet.
- F. Parking. Must include two (2) car garages.
- G. Phasing and Access: The Single-Family development is anticipated to be constructed in Phases. The developer understands that multiple points of access will be required for life safety. Depending on the development status of surrounding parcels, an additional access point onto Texoma Drive (FM 84) may be required. This access point is reflected on the Concept Plan. The exact location of that access point (or its relevance) will be determined during subsequent development submittals.
- H. Architectural Standards. A minimum of four (4) housing elevation styles will be required for this portion of the development, and at no point shall the same architecture be used for more than three (3) homes on successive lots. Note that while varied floorplans are encouraged, the

“styles” refers to the exterior of the homes, not the floorplans. Floor plans and elevations will be submitted to the City for review at the time of building permit.

7.0 SF-TH – SINGLE-FAMILY TOWNHOME DISTRICT

The +/- 21.28-acre tract and the +/- 5.40-acre tract as depicted on the Concept Plan shall develop in accordance with the SF-TH District as it exists or may be amended except for the following:

- A. Minimum Lot Area. Two thousand two hundred (2,200) square feet.
- B. Maximum Density. Nine (9) units per gross acre of land area within the development.
- C. Minimum Lot Width. Twenty-two (22) feet.
- D. Minimum Lot Depth. One hundred (100) feet.
- E. Maximum Lot Coverage. Fifty (50) percent including main and accessory buildings on each lot.
- F. Minimum Front Yard. Twenty (20) feet. The front yard setback may be reduced to ten (10) feet if garage access is via an alley.
- G. Parking. Must include two (2) car garages. These spaces can be accessed from either an alley or front loaded on a street.
- H. Guest Parking. Two (2) visitor stalls in the driveway directly in front of the garage, along with one (1) additional visitor stall per four (4) units.
- I. Refuse. Each lot will have its own trash and recycling receptacle that must fit within the garage when not being picked up.
- J. Facades. The building architecture should avoid “flat” architecture and should provide building articulation of at least two (2) feet every twenty-five (25) feet at minimum on the front elevation (facing the road accessing the front door of the structure). The side and rear architecture of the buildings should use materials and colors to avoid a monolithic appearance.
- K. Open Space. A minimum of twenty (20) percent open space as defined by City ordinance is required in this district.

8.0 MF-2 – MULTI-FAMILY DISTRICT

Except as noted below, the +/- 35.30-acre tract and +/- 8.47-acre tract as depicted on the Concept Plan shall develop in accordance with the MF-2 - Multi-Family Residential District as it exists or may be amended except for the following:

- A. Types of Buildings. The building types proposed are Garden Style Multi-Family.

B. Types of Dwelling Units. The property may consist of the following:

- a. efficiency
- b. one-bedroom
- c. two-bedroom
- d. three-bedroom units

Multi-Family units with four (4) or more bedrooms shall be prohibited.

C. Total Units. The 35.30-acre tract will allow a maximum of 450 units. The 8.47-acre tract will allow a maximum of 160 units.

D. Minimum Number of On-Site Parking Spaces. No average number of parking spaces shall apply. On-site parking shall be provided as follows:

- a. One (1) space for each studio/efficiency unit.
- b. One and one-half (1.5) spaces for each one-bedroom unit.
- c. Two (2) spaces for each two-bedroom unit.
- d. Two and one half (2) spaces for each three-bedroom unit.

E. Building Heights. Buildings shall be a maximum of four (4) stories, not to exceed sixty-five (65) feet in height. Chimneys, antennae, and other architectural projections not used for occupancy may extend above this height limit. Accessory buildings shall be a maximum of twenty-five (25) feet in height, including detached resident parking garages.

F. Additional Landscape Requirements. For development abutting SH91, there shall be a minimum fifteen (15) foot landscape easement consisting of turf and/or ground cover and one (1), two-inch caliper shade trees planted at thirty (30) feet on center. The area shall have permanent irrigation and shall not be encumbered with other easements.

G. Amenities. Each complex will require its own tot lot with playground equipment for multiple age groups.

H. Architectural Standards. Buildings shall be constructed using high quality materials, including but not limited to:

- a. Glass
- b. Hardie Lap Siding (or similar)
- c. Architectural Metals (accents)
- d. Brick or Masonry.

I. Open Space. A minimum of fifteen (15) percent open space as defined by City ordinance is required in this district.

9.0 LI – LIGHT INDUSTRIAL DISTRICT

The +/- 28.37-acre tract as depicted on the Concept Plan shall develop in accordance with the LI – Light Industrial as it exists or may be amended except for the following:

- A. Allowed Uses.
 - a. Boat Storage/Recreational Vehicle Storage/Self-Storage
 - b. Boat or Marine Repair Shop
 - c. Brewery or Distillery
 - d. Building Material Sales
 - e. Office
 - f. Landscape Nursery

- B. Buffers. Where abutting a residential district, a fifty (50) foot landscape buffer, as well as berming will be required to screen the structures from view of the nearest residential property.

10.0 C – COMMERCIAL DISTRICT

The +/- 7.84-acre tract as depicted on the Concept Plan shall develop in accordance with the C - Commercial District as it exists or may be amended except for the following:

- A. Parking. The Commercial District development shall provide parking at a minimum ratio of five (5) parking spaces per 1,000 SF of retail and commercial space (excluding any stock storage or other non-publicly accessible areas) unless a parking study indicating a lesser need, can be provided to the planning staff to be reviewed and approved.

- B. Architectural Standards. At least fifty percent (50%) of all exterior wall finishes on any building shall be comprised of a combination of at least three (3) of the following materials with all materials present on each elevation.
 - a. Brick.
 - b. Natural or cultured stone.
 - c. Glass.
 - d. Stucco or EIFS.
 - e. Cementitious siding.
 - f. Architectural metal.
 - g. Integrally colored rock faced block.

The remaining portion of all exterior wall finishes shall be comprised of any combination of decorative, rock faced concrete block and textured concrete panels, or other comparable or superior materials as approved by the planning staff.

11.0 OPEN SPACE & TRAILS

Open space and amenities shall be provided per the following:

- A. All open space areas shall be owned and maintained by the Property Owner’s Association (POA).

- B. A trail system shall be provided, with a similar connectivity shown on the concept plan. The trail shall be a minimum of six (6) feet wide and made of a material which is accessible. This system will be constructed in phases, with the progression of development.

12.0 PERIMETER SCREENING & LANDSCAPE BUFFERS

Landscaping & Screening shall conform to the provisions set forth in Section 28.51. and Section 28.53. of the City of Denison Code of Ordinances as it exists or may be amended except as outlined below:

- A. Where Commercial (C) and Multi-Family Residential (MF2) uses abut without a separation of a private shared road or public right-of-way (ROW) the following screening shall be installed by each party:
 - a. An eight (8) foot solid fence shall be installed by the developer of the commercial tract(s)
 - b. An Overstory Tree buffer shall be provided by the multifamily developer at a rate of one (1) tree per twenty-five (25) feet in property line linear footage.

- B. Where Single-Family (SF-7.5) lots abut the proposed greenway, the rear fences (if desired) shall be opaque to allow for views into the greenway and avoid a solid wall for users of the greenway. An example of the desired opacity includes ornamental fencing with spacing between pickets of less than four (4) inches.

EXHIBIT C CONCEPT PLAN

- LAND USE SUMMARY**
- TOTAL RESIDENTIAL UNITS: 825
 - 66' X 138' LOTS - (127 LOTS)
 - TOWNHOMES
 - MULTIFAMILY HOUSING
 - COMMERCIAL - 30,000 SF (APPROX.)
 - STORAGE - 120,000 SF (APPROX.)
- DRAWING KEY**
- 1) ENTRANCE MONUMENT
 - 2) COMMUNITY RECREATION AREA
 - 3) PROPOSED TRAILS (1.24 MILES) *****
 - 4) STORMWATER BASIN
 - 5) SECOND ACCESS ALTERNATIVE (PENDING APPROVALS)



**DUCK CREEK
CROSSING
ILLUSTRATIVE LAND PLAN
DENISON, TX**
UPDATED - APRIL 18, 2024

