



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Monday, February 3, 2020

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on Monday, February 3, 2020 at 6:00 PM in the Council Chambers at City Hall, 300 W. Main Street, Denison, Texas at which the following items will be considered:

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

2. PROCLAMATIONS AND PRESENTATION

A. Employee Service Recognition

B. Red River Museum Partnership with Art in the Hall Proclamation

C. Denison Arts Council Gift Presentation

3. PUBLIC COMMENTS

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

4. CONSENT AGENDA

Each of these items is recommended by the Staff and approval thereof will be strictly on the basis of the Staff recommendations or any prior Board or Council action as the case may be from time to time. Approval of the Consent Agenda authorizes the City Manager to implement each item in accordance with the Staff recommendations.

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

A. Receive a report, hold a discussion and take action on approving the Minutes from the regular City Council meeting held on January 21, 2020.

- B. Receive a report, hold a discussion and take action on an ordinance calling a General Election to be held jointly with the School Districts sharing polling locations only, on Saturday, May 2, 2020 for the purpose of electing a Council Member for Single Member District 3, Place 3, and Place 5, At Large, each for three year terms.
- C. Receive a report, hold a discussion and take action on a resolution adopting guidelines for an amnesty program prior to the 2020 Warrant Round-Up.
- D. Receive a report, hold a discussion and take action on an ordinance declaring the Local State of Emergency declared by Ordinance No. 5029 terminated.
- E. Receive a report, hold a discussion and take action on awarding the bid to and entering into a contract with Ed Bell Construction for the Flora Lane Reconstruction Project, totaling \$2,119,113.75, and authorizing the City Manager to execute the same.
- F. Receive a report, hold a discussion and take action on an ordinance amending Chapter 7, “Fire Prevention and Protection” of the Code of Ordinances by amending Section 7-3, “Fees for Fire Service”, establishing and implementing mitigation rates for the deployment of emergency and non-emergency services by the City of Denison and Denison Fire Rescue.
- G. Receive a report, hold a discussion and take action on a Real Estate Contract with Means and Wright Investments, LLC for the purchase of a tract of real property on the corner of Austin Avenue and Chestnut Streets containing approximately 0.189 acres to be used as a public parking lot, and authorize the City Manager to execute the same.

5. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing and take action on an ordinance changing the zoning of the subject property located at 1502 W. Johnson, Denison, Texas from Commercial to Two-Family (Duplex). (Case No. 2019-113Z)
- B. Receive a report, hold a discussion, conduct a public hearing and take action on an ordinance changing the zoning of the subject property located at G-0767, P.C. Martin Survey, Abstract 0767, from Commercial to Single Family 5. (Case No. 2019-116Z)

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion and take action on a Chapter 380 Economic Development Agreement with Victron Energy, Inc., and authorize the City Manager to execute the same.

7. PROJECT UPDATES

- A. Receive an update on the D3, Designing Downtown Denison project.
- B. Receive an update on the Denison on Ice 2019 season.

8. EXECUTIVE SESSION

Pursuant to Chapter 551, *Texas Government Code*, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting to receive

legal advice from its attorney on any posted agenda item as permitted by law or to discuss the following:

- A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071
- B. Discuss the possible purchase, exchange, lease or sell of value of real property and public discussion of such would not be in the best interests of the City's bargaining position. Section 551.072
- C. Discuss negotiated gifts or donations to the City and public discussion at this stage would have a detrimental effect on the City's bargaining position. Section 551.073.
- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.
- 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 31st day of January 2020, before 6:00 PM.

Christine Wallentine, City Clerk

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



PROCLAMATION

City of Denison

WHEREAS, the City of Denison strives to maintain positive community relations by working with local organizations, agencies, community members and businesses to create lasting partnerships; and

WHEREAS, in pursuit of those partnerships, the Art in the Hall program began in 2018 as a collaborative effort between the Denison Arts Council and the City of Denison to foster community awareness, engagement, and participation in the arts, culture, history and future of Denison; and

WHEREAS, the third installment of the program featured significant selections from the collection of the Red River Railroad Museum located at 101 East Main Street, chosen by guest curator Roy Jackson, the museum's volunteer Director; and

WHEREAS, the Red River Railroad Museum graciously shared these cherished memories of Denison's history of the Missouri-Kansas-Texas railroad; and

WHEREAS, the City of Denison and Denison Arts Council recognizes the importance of the valued partnership with the Red River Railroad Museum.

NOW, THEREFORE, I, Janet Gott, as Mayor of the City of Denison, Texas, do hereby proclaim that the Red River Railroad Museum be commended for their partnership in the Art in the Hall program and for continuing to preserve this beloved part of Denison's rich history.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused to be affixed the seal of the City of Denison, Texas on this the 3rd day of February 2020.

JANET GOTT, MAYOR



**MINUTES OF
CITY COUNCIL MEETING
CITY OF DENISON
TUESDAY, JANUARY 21, 2020**

CALL TO ORDER

Announce the presence of a quorum.

Mayor Gott called the meeting to order at 6:00 p.m. City Council Members present were Brian Hander, Obie Greenleaf, J.C. Doty, Robert Crawley and Kristofor Spiegel. Mayor Pro Tem Teresa Adams was absent. Staff present were City Manager, Judson Rex, Assistant City Attorney, Jon Lawson, City Clerk, Christine Wallentine and Deputy City Clerk, Fanchon Stearns. Department Directors and members of the media were also present.

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

Cheryl Murphy, Pastor of Waples United Methodist Church, gave the Invocation, which was followed by the Pledge of Allegiance and Texas Pledge led by students from St. Luke's School.

2. **PROCLAMATIONS AND PRESENTATION**

A. Donna Hunt Proclamation

Council Action

Mayor Gott and Council Member Brian Hander presented Donna Hunt with a Proclamation proclaiming January 21, 2020 as "Donna Hunt Day" in the City of Denison. Mayor Gott went on to state that Ms. Hunt's first Denison history article appeared in 1967, and on August 9, 1984, Ms. Hunt was hired as the first ever female editor of the Denison Herald, where she served until 1994. From March 1994 through 2000, Ms. Hunt served as Manager of the Eisenhower Birthplace State Historic Site. The City of Denison and Grayson County have realized an enriched knowledge of our local history due to the tireless work of local writer and historian Donna Hunt. For many years, she has written twice-weekly newspaper columns documenting the history of this region. Ms. Hunt provides a positive image for the Denison community, by having promoted the history of our great community and written more than 2,050 articles alone. Ms. Hunt also has numerous published works and is active in many community events and organizations. Ms. Hunt has won numerous awards from Press Women of Texas, National Federation of Press Women, the Associated Press and other newspaper and community organizations. Ms. Hunt is and will continue to have a positive impact on our region through her demonstration and instruction, encouragement and efforts to preserve our history, both big and small. Ms. Hunt is an exceptional example of a volunteer and advocate that has given freely of her time and energy for our community.



3. PUBLIC COMMENTS

Mayor Gott called for any public comments at this time and reminded those wanting to comment of the guidelines established by the City Council. Mayor Gott announced that the rental registration and inspection program item was not an action item but rather an update and, therefore, they would not be taking comments this evening. Mayor Gott mentioned the Town Hall meeting scheduled for February 13, 2020 at 6:00 p.m. where this would be discussed further. Mayor Gott also reported that anyone with questions could fill out the card they were given when they came in and return it to Staff who would get back with each one who had questions and try to get their questions answered. Mayor Gott then asked City Clerk, Chris Wallentine, if a Request to Speak Cards were received with regard to any other agenda items. Ms. Wallentine confirmed there were no Request to Speak Cards returned to her prior to reaching the public comments section. Therefore, no public comments were made.

4. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on the minutes from the regular City Council Meeting held on January 6, 2020.
- B. Receive a report, hold a discussion and take action on the reappointment of Tracey Bullard and Lee Thornton to the Denison Sister Cities, Inc. Board of Directors.
- C. Receive a report, hold a discussion and take action on the reappointment of Chris Gillespie as a member, and the appointment of Spence Redwine as a new member, to the Civil Service Commission.
- D. Receive a report, hold a discussion and take action on Joint Election Agreements with Sherman Independent School District, Denison Independent School District and Grayson County Elections Administration and authorize the City Manager to execute the same.
- E. Receive a report, hold a discussion and take action on a resolution amending Resolution No. 3118 regarding the composition of the Main Street Advisory Committee to provide Downtown Denison Inc. one voting member on the Main Street Advisory Committee.
- F. Receive a report, hold a discussion and take action on the appointment of Kathy Pryor, as a new member to the Main Street Advisory Committee to fill the Downtown Denison Inc. representative position.
- G. Receive a report, hold a discussion and take action on a resolution authorizing continued participation with the Atmos Cities Steering Committee and authorizing the payment of five cents (\$.05) per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation.



- H. Receive a report, hold a discussion and take action on an Interlocal Cooperation Contract with the Texas Department of Public Safety for the Failure to Appear (FTA) Program and authorize the City Manager, or his designee, to execute the same.

Council Action

On motion by Council Member Hander, seconded by Council Member Spiegel, the City Council unanimously approved **Resolution No. 3997**, “A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION; PROVIDING AN EFFECTIVE DATE; **Resolution No. 3998**, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS AMENDING RESOLUTION NUMBER 3118 REGARDING THE COMPOSITION OF THE MAIN STREET ADVISORY COMMITTEE; AND OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE”; and the rest of the Consent Agenda as presented.

5. PROJECT UPDATES

- A. Receive an update on the City’s rental registration and inspection program.

Council Action

Mayor Gott stated that before we receive an update on the rental registration and inspection program, she wanted to make a few comments about how we arrived here tonight. This process began back on June 20, 2019 with a well attended public forum. During that forum, we learned that we had a lot more to learn. It has been a lengthy process, 6 months, but we are excited to be at this point. Mayor Gott then recognized all those who served on the rental registration and inspection team and asked that those present stand up when their name is called so they can be recognized: Obie Greenleaf, City Council Member, Aaron Schmitz, Large Apartment Representative, Mark Kuneman, Denison Development Alliance Representative and rental unit owner, Janet Karem Real Estate Agent and Affordable Housing Advocate, Mark Ewig, Rental Property Owner, Jonathan Earnhart, Builder and Rental Property Owner, Joanne Millhorn, Citizen Representative, Ashton Smith, Rental Property Owner and Manager, Tracy Homuth, Property Manager and Realtor, Judge David Hawley, Grayson County Precinct 2 Justice of the Peace, and Mayor Janet Gott. Staff support is Judson Rex, City Manager, Tony Kaai, President of Denison Development Alliance, Kimberly Murray, Director of Community and Development Services, and Robert Lay, Code Compliance Manager. Mayor Gott then asked Ashton Smith to come forward and provide a presentation about the process and how we got to where we are today. Mr. Ashton Smith came forward and stated that people might remember him from the public forum



several months ago about the rental registration and inspection program. At that forum, Mr. Smith stated he asked everyone in favor of the program to raise their hands and, of course, no one raised their hand. Mr. Smith stated that they've gone through a big evolution since then. Shortly after that meeting, nobody was really happy with it, at least none of the landlords were. Mr. Smith said that he sent an email to Mayor Gott and City Manager, Jud Rex, after this meeting and told them if they really wanted to prove that they care about all sides of rental property, then to come to his office, sit down and read all the text messages from his tenants where they call him a slumlord only when they're late, look through all of the ways tenants left houses and see the proof. To his surprise, Mayor Gott called him herself and came to his office and sat for two hours and forty-five minutes. Mr. Smith stated that it meant a lot to him. Mayor Gott read through everything, saw the pictures of move out conditions and move in conditions and listened to Mr. Smith for a long time. Mayor Gott then asked Mr. Smith to serve on a task force, a committee of people who would help narrow down a program that would actually work for everybody. The landlords explained just how many expenses they would incur if all the little things that would have to be fixed that aren't health or safety related at all, because they don't comply with the stack of codes. The City said that it wasn't really about that, but none of us believed that, but here we are today with a program that really benefits landlords. Mr. Smith said the landlords got exactly what they wanted, and actually more in his opinion. Just registering their property gets them about \$10,000 net new profit to him with 50% off of trash pick ups. Mr. Smith stated this is a huge deal. Mr. Smith reported that he paid about \$20,000 last year just getting rid of trash. Then there are other things like connecting the water, which landlords deal with all of the time. Mr. Smith went on to say that this program has completely evolved and there is no mandatory anything. This is a good thing. Mr. Smith said he was there to say that everyone coming together, emailing, sitting down and having meetings actually did pan out to something that none of the landlords really ever thought it would. Mr. Smith said he was grateful to Mayor Gott, Jud Rex and Robert Lay for educating him and their team of people and the landlords, and property owners that were there educated the City and we now feel we are much more on track. It honestly doesn't accomplish what the City initially wanted it to accomplish, but it certainly helps the landlords and property owners a lot. Mr. Smith said that from what he understands so far it is really good. The City really truly has worked with him and other landlords, but they said they cared; they had to prove they cared; they proved it; they care.

Jud Rex, City Manager, then provided some details on the program. Mr. Rex first thanked Mr. Smith for his comments and said its really been a great 6 months working with him and the team they put together to better understand rental property in Denison. It has definitely been eye opening. Mr. Rex stated that before he handed it over to Robert and Kimberly to go over more of the details, he wanted to provide a 30,000-foot view of what they came up with. Stepping back, what the committee did most of all was help the City look at this in a broader effort in terms of let's not just think about Denison and housing in terms of rental property and how we can regulate that, but how we can approach code compliance and neighborhood clean up and what else can we do. So, what you are going to hear tonight is much more than just rental inspections and rental registration, it's a much broader look at



what progress we can make as a community. We began with the end goal in mind, to take steps toward ensuring quality housing for all Denison residents in support of the City's vision. Mayor Gott talks a lot about the City's vision to have quality housing for all income levels and what does that look like. This really was the City's objective in approaching everything we came up with. It is important to distinguish that we say we take steps because no single effort is going to get us there. It's going to take an incremental approach to get us to where we need to be and I think we take some pretty big steps forward with this approach. So, a few takeaways that are worth mentioning that really came out of our committee's work. First, we recognize that there are substandard housing units in Denison and there is a desire both on the part of the City, tenants, community leaders and landlords to address this issue and if we don't do anything, nothing is going to happen. What we really learned is that it is a tenant and an owner issue, it's not just a one-sided issue and we need to understand this better in order to move us forward. It is also very complex. We aren't just talking about housing. There are social issues involved, there's homelessness and we went off on all sorts of tentacles during our discussions and it got very interesting at times, but it's a complex issue. You can't just wrap a single net around it and wring it in to tackle it. The other thing is that the City can do a couple things. First, we can create an environment where we really encourage responsible property owners and tenants to be in Denison and welcome them here, and we can do this in a lot of different ways. Hopefully, some of the steps we take can do this. The other thing we can do is foster positive relationships with our property owners, which I think was the biggest thing we accomplished over the past 6 months working with property owners and other community stakeholders in this effort. Mr. Rex gave kudos to those stakeholders who stepped up to talk about education because a part of what we are going to roll out this year is an education program, which by the way the team wants to put together, the volunteers, to come up with a curriculum so we can help tenants and property owners better understand their role in creating quality housing in Denison. From that, these takeaways led us into other objectives. We want to encourage the registration of rental units, for one, so we know who we are working with as a community. We know we have a lot of rental units out there, but how many are there, how can we understand the problem if we don't really know the extent of it? So, we want to encourage that and offer that and at the same time we want to provide support and encouragement to our property owners and implement the educational programs we talked about. The other thing is our minimum property standards compliance. This has been a big point of emphasis as the Council knows for many years now and we've had a lot of progress in our key corridors and our more significant parts of town that are more visible, but how do we take this to the next level and really build upon what codes are in place now and really expand our efforts there. This really leads to what can we do from a staffing standpoint and a priority standpoint to take our code compliance efforts to the next level without creating something that is overly burdensome for the owners and tenants. So, really the framework comes down to three things. We will roll out a Voluntary Registration Program, which is the first level. The second is that we want to put together a Voluntary Inspection Program (VIP). So, if you want to be a VIP owner in Denison and be able to promote yourself as a VIP owner, we want to create an opportunity for you to be that and to do that. The final thing is that we are enhancing our



code compliance efforts. Not just for rental property, this applies City wide. Mr. Rex said we've worked about 30,000 code compliance cases in the last 5 years and that is good. It is a ton of work and effort on the part of our staff and community, but how can we make those next 30,000 cases that we work have more impact visually and from a safety and life safety standpoint, how can that have more impact on our community? So, we are really enhancing our efforts. Mr. Rex then introduced Robert Lay, Code Compliance Manager.

Mr. Lay rolled out a few more of the details of where we landed with rental property registrations and inspections. Mr. Lay talked about the different types of rental registration programs. The first one is simple. You show up, you tell us you own all these properties by address and you're registered with the City. One of the things we heard early on was that there was a little bit of angst from property owners that there was a fee associated with registration. This was never about the City making money, its been about improving housing. So, we dropped this fee immediately. If you want to come in and register your properties, it's not going to cost anything. In working with the task force, we identified some things the City could do to help benefit landlords. The idea behind these benefits was that if we can help the landlord on the front end, wouldn't it be nice if they could reinvest this savings into their property. Registration benefits are as follows:

- 50% discount for special trash collection at tenant change;
- Waiver of \$35 water service connection fee when applicable;
- 50% discount for building permits fees for work related to compliance;
- Additional trash collection for multi-family properties with dumpster service; and
- Streamlined access to information on prospective tenants

The second type of registration is the Voluntary Inspection Program (VIP) where a property owner can come in and register their properties and receive the same benefits as with the Voluntary Registration Program. However, this program is different in that someone who is going to be in the VIP program is going to voluntarily allow the City to inspect their properties on the interior and exterior at tenant changes, when they are vacant. The City in turn will allow them to market themselves as a VIP owner. This will help them potentially attract better tenants. The City will use social media and other ways to promote them as a VIP landlord. Again, for a single-family unit that is the landlord allowing the City to inspect the inside and out. With multi-family developments, landlords will allow the City to inspect 10% of units annually. We think where we landed here is a great start for improving properties in Denison and can make a big impact on our neighborhoods.

Kimberly Murray, Director of Community and Development Services, provided some additional information as to code compliance. Ms. Murray felt it was important to share information on their efforts the past few years on code compliance. The Code Compliance Division is currently made up of 3 Code Compliance Officers and one Division Manager. It is divided up to cover the whole city. Each of the Code Compliance Officers work in a certain area of the City and they rotate throughout the year. They work on minimum property



standards, nuisance violations, grass and trash and those types of things. This program has been going on for a few years now and has been very successful. Ms. Murray then shared how they plan to enhance this in the future. The officers are continuing to focus on high visibility areas. These are our main transportation corridors like Morton Street, Armstrong Avenue, Austin Avenue, etc. The areas we not only often drive past but our also where our traveling public and our tourists come to visit our beautiful city. The officers also focus on around our schools and it is really important that those areas maintain a visual presence as we have a lot of children walking and such, and also our parks. Not just our larger regional parks like Waterloo, but also our small neighborhood and pocket parks within the areas of our City. The third item is our strategic neighborhood focus, which Ms. Murray then expanded on. We have a variety of areas in our downtown, on the east side particularly, and some of our central area of the City, where we have a lot of infill areas, where these lots have been demolished or are available to be developed on. We've had a lot of new construction built there, including some affordable homes and other market rate homes as well. These neighborhoods are important areas for our officers to look at and work with the property owners to come into compliance with minimum property standards because of those new properties that are coming in. It is important there is a visual presence there and everyone starts to work on their area. Officers go out and leave hang tags that have information about what the violation is and are given an opportunity for clean up. One of the things that we have discussed with our Code Compliance Officers, in addition to those hang tags is to include some additional educational information about why they are getting the tag and what they can do in the future to avoid getting a tag, as well as maybe including a discount on a special pick up or that sort of thing, to help the tenant or homeowner be able to remove their material. Another strategic topic that we've talked about and want to vet a little bit more at an upcoming meeting, is maybe have a block clean up party where our Code Officers come in and work with our landlords and property owners and offer a free neighborhood clean up. Our Code Officers would come in and help, we'd bring in free dumpsters and help a neighborhood get rid of some stuff that sometimes is hard to get rid of. So, that is just another idea to being proactive. We are also going to continue to identify those substandard structures and continue our demolition program. It has been extremely successful over the last several years with almost 500 substandard properties being demolished. With this we've also had the infill new builds. So, we are going to see over time a slowing down of these as we make great strides in that area, but we will continue to work on this. Other strategies to promote code compliance initiatives, we've got to revise some of our ordinances to be in compliance with the program we are promoting today, but also to take a look at our nuisance codes and consolidate those and make sure it's still working in the way that is going to be most beneficial for our community. This also includes feedback from our stakeholder group, which we had got some input from on how best to address those folks that struggle with code compliance for a variety of reasons and they were in favor of escalating the penalties, the financial penalties for compliance. So, we are going to look into making some revisions there as well. We will also continue to hear and receive complaints and are still going to be able to do inspections based on complaints. Ms. Murray then went over the next steps starting with the meeting this evening. On February 13, 2020 there will be a town hall



meeting at 6:00 p.m. at Terrell Elementary School. In addition to having tables there with different divisions, the focus of the meeting will be on code compliance, what they do, the programs we offer to support a quality housing for Denison and some of the things we will hear about in more detail. Next, on February 18, 2020, we are going to bring back to the City Council consideration of all the ordinance changes that we need to make to tidy up our priorities and our staffing plan. We are going to propose to add one additional Code Compliance Officer to divide the City up further and be able to tackle more of the work that has been discussed here this evening. The proposed effective date of changes is May 1, 2020 and that is when we will be able to register folks voluntarily.

Mayor Gott then asked if any of the other stakeholders who were present wanted to speak on this topic or add anything. Mr. Mark Ewig came forward and wanted to take the time to thank the Mayor and Jud and the others who gave him the opportunity to serve on this committee. Mr. Ewig went on to say that many of them were here in June and came in with their blood pressure high, many questions and a lot of concerns. We left not knowing what was going to happen. Mr. Ewig said the good news he took from this meeting was that the City didn't shut the door at 8 o'clock, they didn't cut us off in the middle of sentences, they gave us an opportunity to talk. So, I knew we had a government that was going to be open. They put a committee together and took the opportunity to look at all the problems we as landlords encounter. Mr. Ewig said he felt this was a win for the landlords. It gives them an opportunity to address the issues they have in an open forum and save some money on the front end so we can make improvements where needed because of some of the tenants we have and the way they leave some of the properties. At this point there is no cost to us, which is near and dear to our hearts. The good news is that it is an open door. Our committee, both the Mayor and Jud, want to continue to meet so if we run into some road blocks, or if we think there are some blind alleys they're going down, we are going to be able to talk about it, address it and keep that door swinging both ways. This way we can continue to move the way we want to move and seeing the City of Denison be a better place for everyone to come by. Mr. Ewing stated that one of his main concerns was that we provide affordable housing because we have a lot of people in this City who are not professional people and it's hard for them to make it on a day to day basis. The City was very open to listening to the fact that those folks struggle. Mr. Ewig went on to say that he doesn't want to see us get to a point where we push them out on the street and they become the homeless working 40 hours per week with nowhere to shelter.

Mr. Tracy Homuth then came forward and stated he was delighted to get on the stakeholders committee because he has a legal obligation to a number of people to trust him with their properties here in Denison. Mr. Homuth said that he told the Mayor and Jud that when he got here, he thought here we go, it's just another profit center. The thing about the meetings that he attended, the way they all worked together, he really believes we are in an environment here where we all want to make a difference. Things that were revealed to them during these meetings were things like over half of the properties that aren't meeting code are owner occupied. Mr. Homuth said this tells him that there are people out there who need



our help or need a swift kick. One or the other, but if they need our help, we should be able to help them. Mr. Homuth said that they want to move this thing forward and continue to make Denison a better place to live and he believes that this wasn't a profit center. Mr. Homuth said he was lucky enough to be a part of it and he wants to make sure we continue to educate people and give them the opportunity to do the right thing. Mr. Homuth said that every property in Denison that he manages will be a VIP property or it won't be a property he'll manage.

Mayor Gott thanked Mr. Smith, Mr. Ewig and Mr. Homuth for sharing their comments on the process they've been through. Mayor Gott went on to say that this process has been a learning experience for all of them. The City learned about difficulties that property owners have that they didn't realize, and the stakeholders learned about barriers the City has that they didn't realize. So, it has been a real learning process and the Council and Staff appreciate more than they know, them giving their time to help develop this program so that it is something that works for all of us and in the end provides safe housing for all citizens of Denison.

No action taken. Projects update only.

There being no further business to come before the Council, the meeting adjourned at 6:44 p.m.

JANET GOTT, Mayor

Attest:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on an ordinance calling a General Election to be held jointly with the School Districts sharing polling locations only, on Saturday, May 2, 2020 for the purpose of electing a Council Member for Single Member District 3, Place 3, and Place 5, At Large, each for three year terms.

Staff Contact

Chris Wallentine, City Clerk/Court Administrator
cwallentine@cityofdenison.com
(903) 465-2720, Ext. 2347

Summary

- The uniform election date for the General Election will be on Saturday, May 2, 2020.
- Place 3, Single Member District 3, and Place 5, At Large, are expiring in May.
- Early voting will be conducted from April 20 - April 24, 2020 and April 27 – April 28, 2020. April 20 - 24, 2020 will be from 8:00 am - 5:00 pm, and April 27 - April 28, 2020 from 7:00 am - 7:00 pm.
- The polling location for early voting will be the Grayson County Sub-courthouse, 101 W. Woodard Street. The polling locations for Election day will be the Grayson County Subcourthouse, and Parkside Baptist Church, 301 N. Lillis Lane.

Staff Recommendation

Staff recommends approval of the Ordinance calling the General Election for May 2, 2020.

Recommended Motion

“I move to approve the ordinance calling a General Election to be held jointly with the School Districts sharing polling locations only, on Saturday, May 2, 2020 for the purpose of electing a Council Member for Single Member District 3, Place 3, and Place 5, At Large, each for three year terms.”

Background Information and Analysis

The uniform election date for the General Election will be on Saturday, May 2, 2020. Place 3, Single Member District 3, and Place 5, At Large, are expiring in May. Early voting will be conducted from April 20 - April 24, 2020 and April 27 – April 28, 2020. April 20 - 24, 2020 will be from 8:00 am - 5:00 pm, and April 27 - April 28, 2020 from 7:00 am - 7:00 pm. The polling location for early voting will be the Grayson County Sub-Courthouse, 101 W. Woodard Street. The polling locations on Election Day will be the Grayson County Sub-Courthouse, 101 W. Woodard and Parkside Baptist Church, 301 N. Lillis Lane.

Financial Considerations

The cost of the election is estimated to be \$9,020.00 and is budgeted for the General Fund.

Prior Board or Council Action

This is an annual action item.

Alternatives

None.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, CALLING A GENERAL ELECTION, TO BE HELD JOINTLY WITH THE SCHOOL DISTRICT(S) SHARING POLLING LOCATIONS ONLY (IF REQUESTED), ON SATURDAY, MAY 2, 2020 FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER, PLACE 3 SINGLE MEMBER DISTRICT 3, AND COUNCIL MEMBER, PLACE 5, AT LARGE, EACH FOR THREE (3) YEAR TERMS FOR SAID CITY; DESIGNATING THE POLLING PLACES; DESIGNATING FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE POSTED AND PUBLISHED AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; AND PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS (THE “CITY COUNCIL”):

SECTION 1. Section 41.001 of the Texas Election Code, as amended (the “Code”) specifies that the first Saturday in May shall be a “uniform election date” and that a general or special election of a city may be held on such day.

SECTION 2. That the regular election shall be held in and throughout the City of Denison, Texas (the “City”), on Saturday, the 2nd day of May 2020 between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing the following officers of said City:

COUNCIL MEMBER, PLACE 3 (Single Member District 3, Place 3)
COUNCIL MEMBER, PLACE 5 (At Large, Place 5)

SECTION 3. That, as provided in Section 2.01 of the Denison City Charter, as amended on January 19, 1985, the term of office for the Council Members to be elected to Places 3 and 5 shall be for three (3) years.

SECTION 4. The candidates for Place 3 shall be residents of Single Member District Three and shall be elected by majority vote of voters residing in their respective district. The candidates for Place 5 shall be residents of the City of Denison and shall be elected by a majority vote of the City at large.

SECTION 5. That said election shall be held at the Grayson County Sub-Courthouse, 101 West Woodard, Denison, TX, and at Parkside Baptist Church, 301 N. Lillis Lane, Denison, TX, as designated by the Grayson County Elections Administrator, on the date of May 2, 2020. This General Election will be conducted jointly with Grayson County and will be administered for the City by the Grayson County Elections Administrator.

SECTION 6. In accordance with Section 143.007 of the Code, an eligible and qualified person may have his/her name printed upon the official ballot as a candidate for Places 3 and 5 by filing his/her sworn application with the City Clerk not earlier than 8:00 a.m. January 15, 2020 and not later than 5:00 p.m. February 14, 2020. Each such application for Places 3 and 5 shall be on a

form as prescribed by Section 141.031 of the Code. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Clerk as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 7. That it is hereby ordered that early voting shall begin on April 20, 2020 and continue through April 28, 2020, at Grayson County Sub-Courthouse, 101 West Woodard Street, Denison, Texas. The dates and times for early voting shall be as follows:

April 20-24	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 27-28	Monday – Tuesday	7:00 a.m. - 7:00 p.m.

The Grayson County Elections Administrator shall be the Early Voting Clerk. Requests for ballot by mail applications may be submitted by mail to:

Grayson County Early Voting Clerk
115 W. Houston
Sherman, TX 75090

Request for ballot by e-mail may be submitted to: votegrayson@co.grayson.tx.us – (If submitted by e-mail, original must be received by the office within 4 business days.)

Request for ballot by fax may be submitted to: 903-891-4370 – (If submitted by e-mail, original must be received by the office within 4 business days.)

SECTION 8. That voting at said election shall be by use of an electronic voting machine and the City Council does determine hereby that the electronic voting machine shall be used for the casting of early votes at this election. Ballots requested by mail shall be paper ballots that will be tabulated by hand in the manner required by the Texas Election Code.

SECTION 9. The City Clerk is hereby authorized and directed to give notice of the election hereby authorized and called in the manner and time as required by the Election Code of the State of Texas.

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

AND IT IS SO ORDERED.

On motion by Council member, seconded by Council member, the above and foregoing Ordinance was passed and approved on this the 3rd day of February 2020, by the following vote:

Ayes:
Nays:
Abstentions:

At regular meeting this 3rd day of February 2020.

APPROVED:

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

APPROVED AS TO FORM:

Julie Fort, City Attorney

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a resolution adopting guidelines for an amnesty program prior to the 2020 Warrant Round-Up.

Staff Contact

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

Summary

- The Municipal Court will be participating in Warrant Round- Up the last two weeks of February and into the first week of March.
- The Court wishes to establish a temporary amnesty program to allow violators with outstanding warrants to reduce their fine(s) by donating cans of food or non-perishable food items to the City, who will then distribute those cans to local food banks.
- The proposed temporary amnesty program would run during the period of February 17, 2020 through February 28, 2020.
- Any violator with an arrest warrant and corresponding fine may bring ten (10) cans of food or non-perishable food items to the City for a \$50 reduction in the fine owed, or twenty (20) cans of food or non-perishable food items for a \$100 reduction in the fine owed.

Staff Recommendation

Staff recommends approval of the resolution adopting the guidelines for the amnesty program.

Recommended Motion

“I move to approve the resolution adopting guidelines for an amnesty program prior to the 2020 Warrant Round-Up.

Background Information and Analysis

The Municipal Court will be participating in Warrant Round- Up the last two weeks of February and into the first week of March. The Court wishes to establish a temporary amnesty program to allow violators with outstanding warrants to reduce their fine(s) by donating cans of food or non-perishable food items to the City, who will then distribute those cans to local food banks. By offering this amnesty program, it would allow violators and the City a chance to give back to the community and would reduce the burden on the City Marshal’s and law enforcement by decreasing the number of outstanding arrest warrants.

The proposed temporary amnesty program would run during the period of February 17, 2020 through February 28, 2020. Any violator with an arrest warrant and corresponding fine may bring ten (10) cans of food or non-perishable food items to the City for a \$50 reduction in the fine owed, or twenty (20) cans of food or non-perishable food items for a \$100 reduction in the fine owed. Canned food and non-perishable food item donations may only be made during normal City business hours at the Municipal

Court window at City Hall. Upon conclusion of the amnesty program, the Municipal Court will return to regular enforcement of arrest warrants and fines.

Financial Considerations

The reduction in the fine would be coming out of any portion of funds allocated to the City through the citation.

Prior Board or Council Action

None.

Alternatives

Deny the resolution, suggest an alternative to the proposed resolution or table the item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS ADOPTING GUIDELINES FOR AN AMNESTY PROGRAM PRIOR TO THE 2020 WARRANT ROUND-UP AND OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the “Council”) of the City of Denison, Texas (the “City”) wishes to establish a temporary amnesty program to allow violators with outstanding warrants to reduce their fine(s) by donating cans of food to the City, who will then distribute those cans to local food banks; and

WHEREAS, the Council wishes to reduce the burden on local law enforcement by decreasing the number of outstanding arrest warrants; and

WHEREAS, upon conclusion of the temporary amnesty program, the Council wishes City officials to return to regular enforcement of arrest warrants and fines.

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

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

SECTION 2: Temporary Amnesty Plan Established. During the period of February 17, 2020 through February 28, 2020, any violator with an arrest warrant and corresponding fine may bring ten (10) cans of food to the City for a fifty-dollar (\$50) reduction in the fine owed. A violator with an arrest warrant and corresponding fine may bring twenty (20) cans of food to the City for a one hundred-dollar (\$100) reduction in the fine owed. Canned food donations may only be made during normal City business hours at the Municipal Court window located on the 1st floor of City Hall, 300 W. Main St., Denison, Texas.

SECTION 3: Ending Date and Time for Temporary Amnesty Program. This temporary amnesty program shall conclude following the City’s close of business on February 28, 2020.

SECTION 4: Savings/Repealing. All resolutions, 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 provision of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5: Effective Dates. This Resolution shall be in force and effect immediately upon final passage until the ending date of the temporary amnesty program specified herein, and it is so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS on this the 3rd day of February, 2020.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on an ordinance declaring the Local State of Emergency declared by Ordinance No. 5029 terminated.

Staff Contact

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

Summary

- On October 10, 2019, the Mayor issued a proclamation declaring a local state of emergency in the City of Denison, Texas resulting from conditions during and after the fire in the 300 Block of West Main Street.
- On October 14, 2019 the local state of emergency was extended with the consent of the City Council by Ordinance No. 5029.
- The clean-up and recovery resulting from the fire to eliminate immediate safety concerns have been completed and the local state of emergency is over and the local state of emergency needs to be terminated by the City Council.

Staff Recommendation

Staff recommends adoption of the ordinance to terminate the Local State of Emergency declared in October 2019.

Recommended Motion

“I move to approve the ordinance declaring the Local State of Emergency declared by Ordinance No. 5029 terminated.”

Background Information and Analysis

On October 10, 2019, the Mayor issued a proclamation declaring a local state of emergency in the City of Denison, Texas, (“Declaration”) resulting from conditions during and after the fire in the 300 Block of West Main Street. The conditions necessitating the Declaration of a local state of disaster continued to exist well past seven (7) days. Section 6-2(3) of the City of Denison Code of Ordinances provides that a local state of emergency may only be continued for a period in excess of seven days with the consent of the City Council. On October 14, 2019 the local state of emergency was extended with the consent of the City Council by Ordinance No. 5029. The clean-up and recovery resulting from the fire to eliminate immediate safety concerns have been completed and the local state of emergency is over and the local state of emergency needs to be terminated by the City Council.

Financial Considerations

None.

Prior Board or Council Action

Proclamation declaring local state of emergency issued on October 10, 2019. Ordinance No. 5029 was approved by the Council at its October 14, 2019 meeting.

Alternatives

Table the item.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, DECLARING THE LOCAL STATE OF EMERGENCY DECLARED BY ORDINANCE NO. 5029 IN THE CITY OF DENISON TERMINATED; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on October 10, 2019, the Mayor of the City of Denison issued a proclamation declaring a local state of emergency in the City of Denison, Texas, (“Declaration”) resulting from conditions during and after the fire in the 300 Block of West Main Street; and

WHEREAS, the conditions necessitating the Declaration of a local state of disaster continued to exist well past seven (7) days; and

WHEREAS, Section 6-2(3) of the City of Denison Code of Ordinances provides that a local state of emergency may only be continued for a period in excess of seven days with the consent of the City Council of the City of Denison (“City Council”); and

WHEREAS, on October 14, 2019 the local state of emergency was extended with the consent of the City Council by Ordinance No. 5029;

WHEREAS, the clean-up and recovery resulting from the fire to eliminate immediate safety concerns have been completed and the local state of emergency is over.

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

Section 1. That the findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2. That the local state of emergency proclaimed on October 14, 2019 by Ordinance No. 5029 for the 300 Block of West Main Street in the City of Denison, Texas, is terminated, effective immediately.

On motion by Council Member _____, seconded by Council Member _____, the above and foregoing Ordinance was passed and approved at a Special Meeting of the City Council of the City of Denison, Texas, on this the 3rd day of February 2020.

Ayes:
Nays:
Abstentions:

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on awarding the bid to and entering into a contract with Ed Bell Construction for the Flora Lane Reconstruction Project, totaling \$2,119,113.75, and authorizing the City Manager to execute the same.

Staff Contact

Carrie Jones, Assistant Director of Public Works
cjones@cityofdenison.com
903-464-4441

Summary

- The bids for the reconstruction of Flora Lane were opened on January 23rd at 3:00pm with the base bid and two alternate bid options.
- The lowest bidder was disqualified for the wrong submittal forms being used so the second lowest bidder was Ed Bell at \$2,119,113.75.
- This reconstruction will be from Imperial to the intersection of Flora and Lum, including a roundabout at Flora/Lum and replace all utilities while adding sidewalks on both sides of the street.

Staff Recommendation

Staff recommends awarding the bid to Ed Bell Construction for the reconstruction of Flora Lane with Bid Alternate Number 2 for a total of \$2,119,113.75.

Recommended Motion

“I move to approve awarding the bid for the reconstruction of Flora Lane to and entering into a contract with Ed Bell Construction as to Alternate Bid Number 2 totaling \$2,119,113.75 and authorize the City Manager to execute the same.”

Background Information and Analysis

The City engaged Huitt-Zollars in May of 2018 to begin design for the reconstruction of Flora Lane. The original contract included the reconstruction of Flora from Jenny Lane to the intersection of Lum and Flora which would also address the ongoing drainage issues and replace the water and sanitary sewer lines that are within the right of way. As the design for the reconstruction progressed, a change order was executed to increase the length of the project to run from Imperial to the intersection of Lum and Flora. In late summer of 2019, the City requested Huitt-Zollars to research and design the possibility of a roundabout to be included in the project at the intersection of Lum and Flora and to add a sidewalk to both sides of the street, instead of just the south side of the street.

The bid package was put together with a base bid, that only included the utilities and the paving from Imperial to Lum, Alternate Bid 1 which included an extension of utilities only and Alternate Bid 2 which included the construction of the roundabout at the intersection of Flora and Lum. The City initially bid the project in December 2019; however, all bids were rejected in January 2020 and staff re-bid the project in mid-January 2020. The bid opened for advertisement on January 8th. Staff, along with Huitt-Zollars,

hosted a pre-bid meeting on January 16th for contractors to ask questions and request clarification on bid items. On January 23rd at 3:00pm, bids were opened in the Council Chambers at City Hall. Staff received four bids. The lowest bidder was Vessels Construction for a total amount of \$1,954,974.22 for the base bid plus alternate bid 2; however, the bid is being rejected due to the wrong forms being utilized. The 2nd lowest bidder is Ed Bell Construction in the amount of \$2,119,113.75 for the base bid plus alternate 2.

Financial Considerations

The reconstruction of Flora Lane will be paid out of Fund 022 and Fund 015.

Prior Board or Council Action

Council awarded the design contract to Huitt-Zollars in May 2018, rejected all bids and directed staff to re-bid the project in January 2020.

Alternatives

Council may choose to award the bid to Vessels Construction, regardless of the form submitted for a total price of \$1,954,974.22, or Council may choose to only do the base bid totaling \$1,849,311.25.

FLORA LANE RECONSTRUCTION – Bid Tabulation

City of Denison, Texas

Bid Opening: 3:00 PM Thursday, January 23, 2020

BIDDER	BID BOND	ADD NO. 1	COI QUESTION	TOTAL BID – BASE AND ALT 1	TOTAL BID – BASE AND ALT 2
Accelerated Critical Path, Inc. 5760 Legacy Drive, Suite B3-513 Plano, TX 75024	✓	✓	✓	\$2,181,324.00	\$2,548,463.00
Lynn Vessels Construction, LLC PO Box 1212 Sherman, TX 75091-1212	✓	✓	✓	\$1,965,898.47	\$2,356,088.32
Vessels Construction PO Box 28 Sherman, TX 75091-0028 *Submitted a “base bid” of \$1,457,125.22	✓	✓	✓	\$1,589,824.20	\$1,954,974.22
Ed Bell Construction PO Box 540787 Dallas, TX 75354-0787	✓	✓	✓	\$1,849,311.25	\$2,119,113.75

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on an ordinance amending Chapter 7, “Fire Prevention and Protection” of the Code of Ordinances by amending Section 7-3, “Fees for Fire Service”, establishing and implementing mitigation rates for the deployment of emergency and non-emergency services by the City of Denison and Denison Fire Rescue.

Staff Contact

Gregg Loyd, Fire Chief
jgloyd@cityofdenison.com
(903) 464-4427

Summary

- Denison Fire Rescue provides fire protection and emergency services to the citizens of Denison, its extraterritorial jurisdiction and those surrounding areas in which it has an interlocal agreement.
- City Council finds that there are increasing costs for providing adequate fire prevention and protection and other public emergency services.
- In order to better protect the public health, safety and welfare and to protect and preserve public funds and tax dollars, the Council has determined that it would be in the best interest of the City to amend Chapter 7.
- Mitigating rates are based on “Per Hour”, however, a claim will be itemized based on the actual services provided by Denison Fire Rescue.

Staff Recommendation

Staff recommends approval of the ordinance amending Chapter 7, Section 7-3

Recommended Motion

“I move to approve the ordinance amending Chapter 7, “Fire Prevention and Protection” of the Code of Ordinances by amending Section 7-3, “Fees for Fire Service”, establishing and implementing mitigation rates for the deployment of emergency and non-emergency services by the City of Denison and Denison Fire Rescue.”

Background Information and Analysis

Denison Fire Rescue provides fire protection and emergency services to the citizens of Denison, its extraterritorial jurisdiction and those surrounding areas in which it has an interlocal agreement. Currently the City of Denison and Denison Fire Rescue are not charging citizens for fire emergency and non-emergency services and would like to recoup its costs associated with providing fire protection and other emergency services. The City is seeing an increase in cost for providing adequate fire prevention and protection and other public emergency services. In order to better protect the public health, safety and welfare and to protect and preserve public funds and tax dollars it is in the best interest of the City of Denison to amend Chapter 7 as set forth herein.

Financial Considerations

There are no financial considerations.

Prior Board or Council Action

This agenda item has not been presented to city council during previous council meetings.

Alternatives

Modify the request, deny the request or table the request.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 7, “FIRE PREVENTION AND PROTECTION”, OF THE CODE OF ORDINANCES OF THE CITY OF DENISON BY AMENDING SECTION 7-3, “FEES FOR FIRE SERVICE”, ESTABLISHING AND IMPLEMENTING MITIGATION RATES FOR THE DEPLOYMENT OF EMERGENCY AND NON-EMERGENCY SERVICES BY THE CITY OF DENISON AND DENISON FIRE RESCUE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Denison Fire Rescue provides fire protection and emergency services to the citizens of Denison, its extraterritorial jurisdiction and those surrounding areas in which it has an interlocal agreement; and

WHEREAS, the City Council of the City of Denison (the “City Council”), Texas has determined that it is in the best interests of the citizens of the City and the surrounding areas that Denison Fire Rescue recoup its costs associated with providing fire protection and other emergency services; and

WHEREAS, the City Council finds that there are increasing costs for providing adequate fire prevention and protection and other public emergency services, including services resulting from extraordinary and dangerous occurrences and hazardous material incidents, which impairs the City's ability to provide all necessary services; and

WHEREAS, in order to better protect the public health, safety and welfare and to protect and preserve public funds and tax dollars, the Council has determined that it would be in the best interest of the City to amend Chapter 7 of its Code of Ordinances of the city of Denison, Texas, as set forth herein.

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

SECTION 1: INCORPORATION OF PREMISES:

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2: AMENDMENT TO CITY FEE SCHEDULE, CHAPTER 7, SECTION 7-3 OF THE CITY OF DENISON’S CODE OF ORDINANCES:

Chapter 7 “Fire Preventions and Protection, Article I “General”, Section 7-3 “Fees for Fire Services” is hereby amended to replace the existing Section 7-3 with the following:

The City of Denison shall initiate mitigation rates for the delivery of emergency and non- emergency services by the fire department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents as listed in the fee schedule. The mitigation rates shall be based on actual costs of the services and that which is usual, customary and reasonable, which may include any services, personnel, supplies, and equipment and with baselines established by this document.

A claim shall be filed to the responsible party(s) through their insurance carrier. In some circumstances, the responsible party(s) will be billed directly.

The City Manager may make rules or regulations and from time-to-time amend, revoke, or add rules and regulations, not consistent with this Section, as he may deem necessary or expedient in respect to billing for these mitigation rates or the collection thereof.

The initial fees to be added to the appropriate location on the fee schedule are attached as Exhibit “A” to this Ordinance.

SECTION 3: SERVEABILITY:

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

SECTION 4: SAVINGS/REPEALING CLAUSE:

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

SECTION 5: EFFECTIVE DATE:

This Ordinance shall become effective immediately upon its adoption.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, on this the 3rd day of February 2020.

APPROVED:

Janet Gott, Mayor

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT A

MITIGATION RATES BASED ON PER HOUR

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

MOTOR VEHICLE INCIDENTS

Level 1 - \$487.00

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

Level 2 - \$554.00

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department must clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

Level 3 - CAR FIRE - \$677.00

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

ADD-ON SERVICES:

Extrication - \$1,461.00

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department must free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

Creating a Landing Zone - \$448.00

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using, itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

ADDITIONAL TIME ON-SCENE

Engine billed at \$448 per hour.

Truck billed at \$560 per hour.

Miscellaneous equipment billed at \$336.

HAZMAT

Level 1 - \$784.00

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

Level 2 - \$2,800.00

Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

Level 3 - \$6,608.00

Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$336.00 per HAZMAT team.**

ADDITIONAL TIME ON-SCENE (for all levels of service)

Engine billed at \$448 per hour.

Truck billed at \$560 per hour.

Miscellaneous equipment billed at \$336.

FALSE ALARM BILLING RATES

(a) The first and second false alarms within twelve (12) months in a calendar year are free of charge

(b) Three (3) or more false alarms in a twelve (12) month calendar year are billed at \$150.00 per event

FIRST RESPONDER (NO MEDICAL TRANSPORT)

\$350.00 PER INCIDENT

FIRE INVESTIGATION

Fire Investigation Team - \$308.00 per hour.

Includes:

- Scene Safety
- Investigation
- Source Identification
- Identification Equipment
- Evidence Storage
- Fire Report

The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.

FIRES

Assignment - \$448.00 per hour, per engine/ \$560.00 per hour, per truck

Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

OPTIONAL: Denison Fire Rescue has the option to bill each fire as an independent event with custom mitigation rates.

Itemized, per person, at various pay levels and for itemized products use.

ILLEGAL FIRES

Assignment - \$448.00 per hour, per engine / \$560.00 per hour, per truck

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

WATER INCIDENTS

Level 1

Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

Billed at \$448 plus \$56 per hour, per rescue person.

Level 2

Intermediate Response: Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department must clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

Billed at \$896 plus \$56 per hour, per rescue person.

Level 3

Advanced Response: Includes Level 1 and Level 2 services as well as Swift Water Rescue Team or Dive Team activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

Billed at \$2,240 plus \$56 per hour per rescue person, plus \$112 per hour per HAZMAT team member.

Level 4

Itemized Response: You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

BACK COUNTRY OR SPECIAL RESCUE

Itemized Response: Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per

apparatus per hour, per trained rescue person per hour, plus rescue products used.

Minimum billed \$448 for the first response vehicle plus \$56 per rescue person. Additional rates of \$448 per hour per response vehicle and \$56 per hour per rescue person.

CHIEF RESPONSE

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

Billed at \$280 per hour.

MISCELLANEOUS / ADDITIONAL TIME ON-SCENE

Engine billed at \$448 per hour.

Truck billed at \$560 per hour.

Miscellaneous equipment billed at \$336.

FIRE INSPECTIONS

Initial inspection is free

First reinspection is free

Second reinspection billed at \$100

Third reinspection billed at \$200

Four or more reinspection's will be billed at \$300 each

MITIGATION RATE NOTES

The mitigation rates above are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it will be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a Real Estate Contract with Means and Wright Investments, LLC for the purchase of a tract of real property on the corner of Austin Avenue and Chestnut Streets containing approximately 0.189 acres to be used as a public parking lot, and authorize the City Manager to execute the same.

Staff Contact

Judson J. Rex, AICP, ICMA-CM, City Manager

jrex@cityofdenison.com

903-465-2720 x2440

Summary

- The City of Denison is preparing to create and improve public parking areas as part of the D³: Designing Downtown Denison project.
- Means and Wright Investments, LLC has offered to dedicate the parking lot adjacent to the building at 120 S. Austin Avenue to the City as a public parking lot.
- The City agrees to make significant improvements to the parking lot and dedicate spaces to the businesses at 120 S. Austin Ave for use during business hours.
- A plaque will be placed on the property acknowledging the generous donation.

Staff Recommendation

Staff recommends approval of the proposed real estate contract.

Recommended Motion

“I move to approve entering into a Real Estate Contract with Means and Wright Investments, LLC for the purchase of a tract of real property on the corner of Austin Avenue and Chestnut Streets containing approximately 0.189 acres to be used as a public parking lot, and authorize the City Manager to execute the same.”

Background Information and Analysis

As part of the D³: Designing Downtown Denison project, the City will be acquiring, creating, and improving public parking areas. Phase 1 of the D³ project, which is set to begin construction this year, will include improvements (paving, signage, landscaping, etc.) to Parking Lot #1 identified in the D³ plans. The City currently owns one-half of the parking area and staff has been working with the owners of the adjacent land to include in the parking improvements.

Means and Wright Investments, LLC, the Seller, has offered to donate the parking lot adjacent to their building at 120 S. Austin Ave. to the City of Denison. Parking and accessibility to Main Street is a primary concern both during and after the completion of the D³ project, and this generous donation will help preserve and protect public parking in the downtown community. A plaque reading “This public parking lot was donated to the City of Denison and its citizens by the Michael W. Wright Family and

the David and Bea Means Family. We appreciate their generous donation to our downtown community.” will be installed on the property, as well as landscape improvements.

As the Purchaser, the City agrees to pay for the costs associated with the real estate transfer, including the Title Policy; the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents; the costs of survey work; the costs to prepare and record the deed; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to obtain, deliver, and record releases of all liens to be released at closing as described in this Contract; the costs to obtain certificates or reports of ad valorem taxes; and Purchaser’s attorney’s fees and expenses. The Seller agrees that any encumbrances shall be paid in full at the time of closing.

Financial Considerations

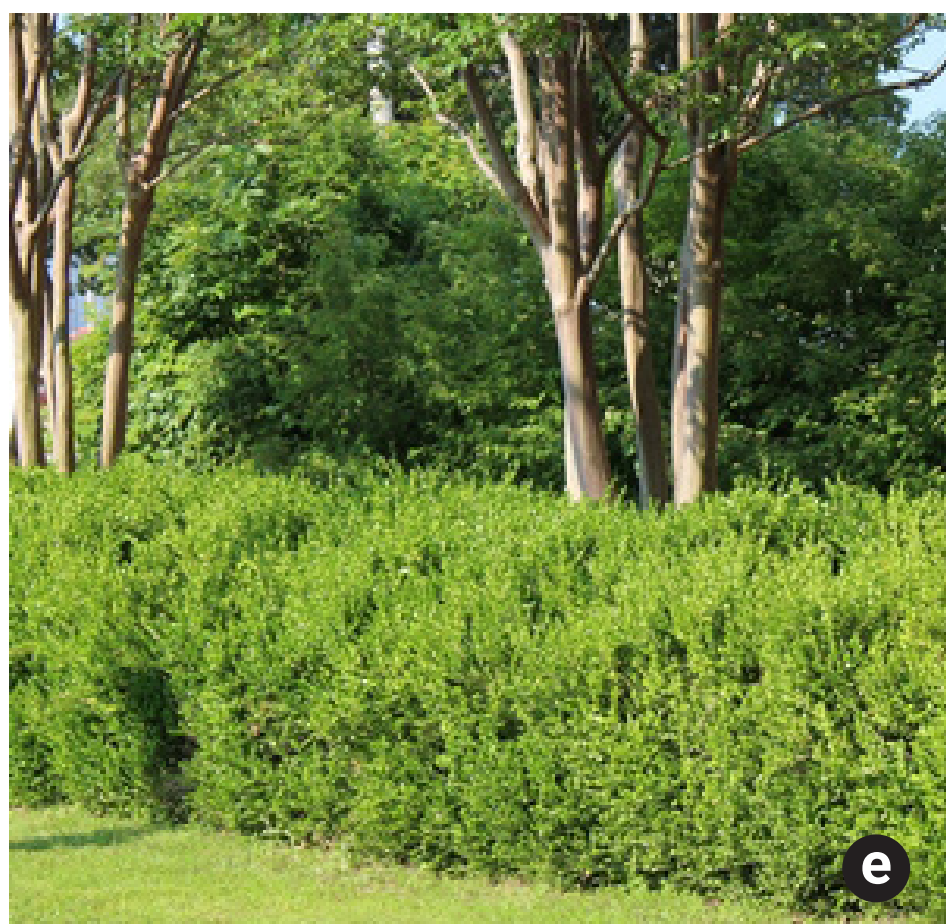
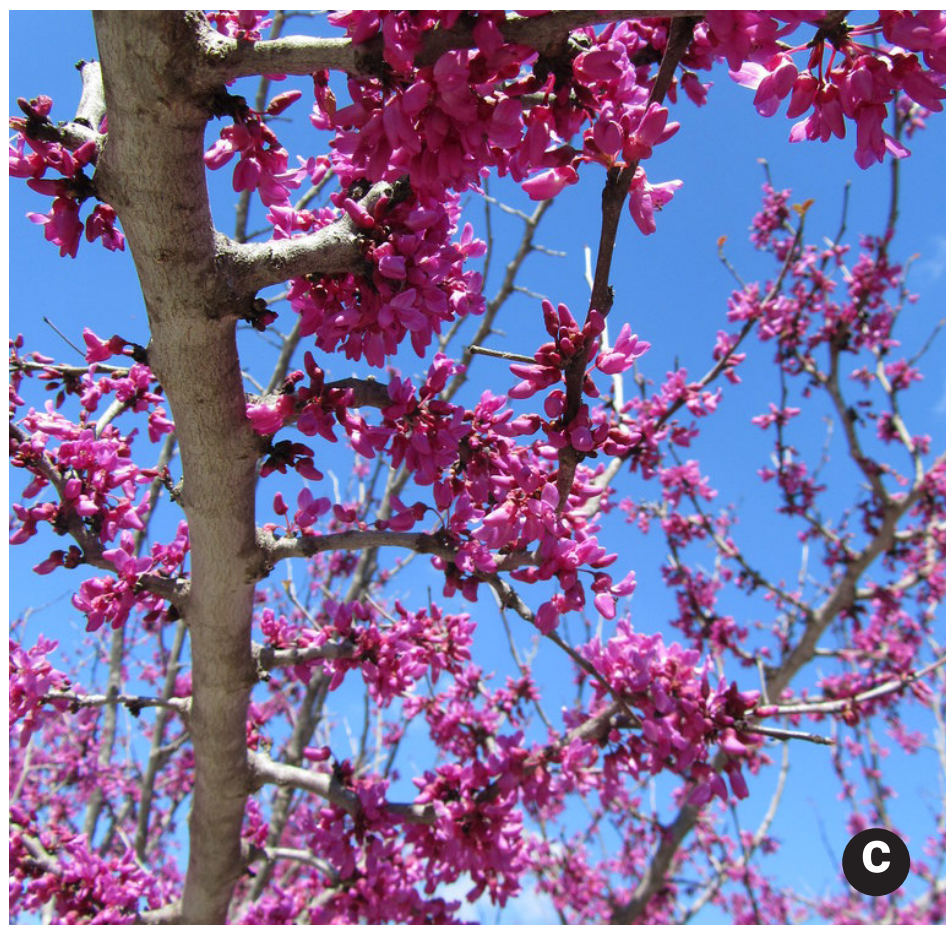
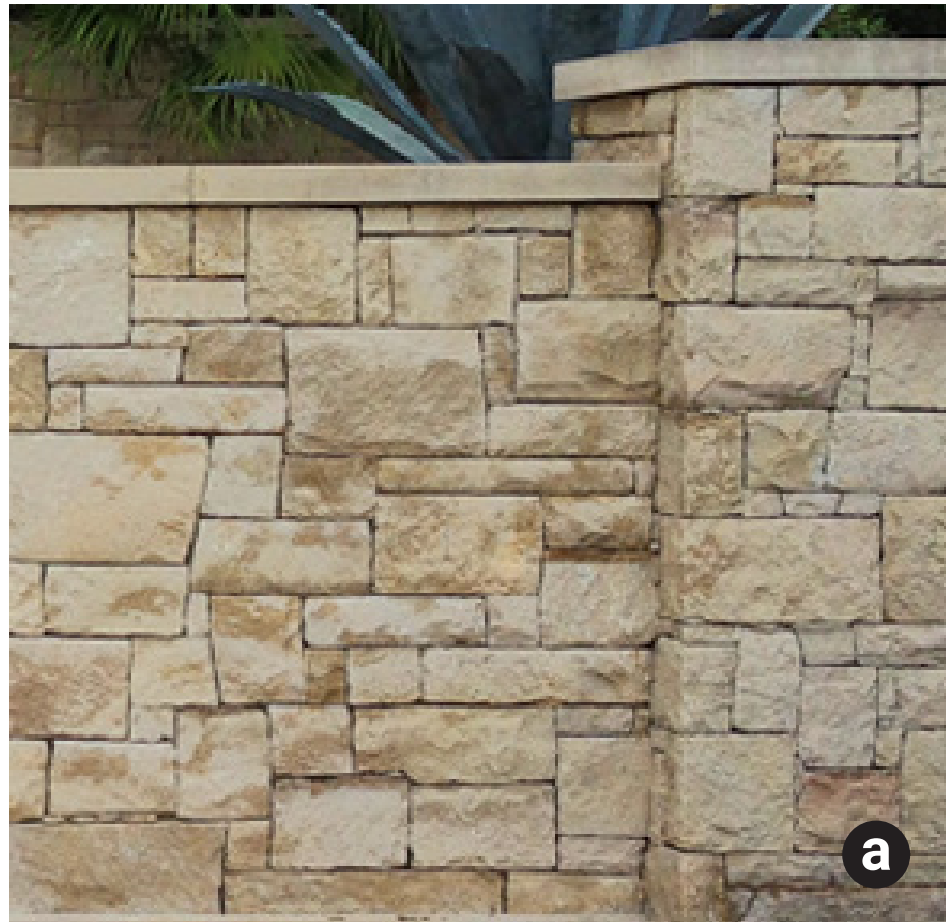
The City agrees to pay \$1 at the time of closing to the Seller and will place a plaque on the property acknowledging the generous donation to the City and its citizens for as long as it serves as a city-owned public space. The City will also be investing an estimated \$700,000 in improvements to the parking lot.

Prior Board or Council Action

None.

Alternatives

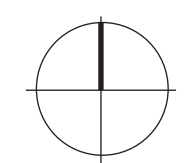
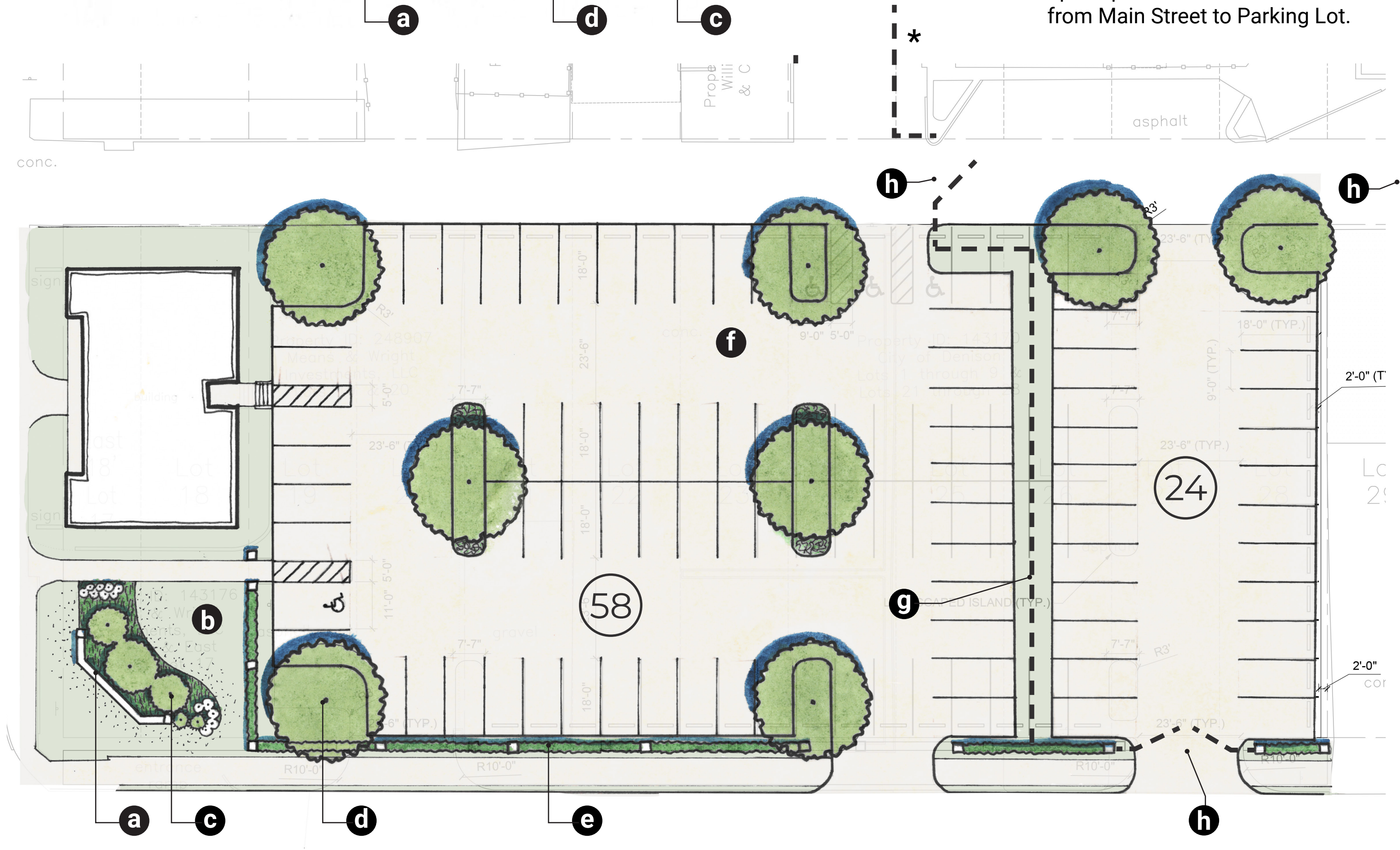
Modify, deny, or table the item.



Legend

- a** Gateway signage
- b** Open Lawn
- c** Ornamental Tree
- d** Shade Tree
- e** Boxwood Hedge
- f** Concrete Paving
- g** Fencing
- h** Mechanical Gate

* Fence to provide access to side door at DPD and separate public open space to allow movement from Main Street to Parking Lot.



REAL ESTATE PURCHASE CONTRACT

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

1. PARTIES: Means & Wright Investments, LLC, a Texas property owner whose mailing address is 120 S. Austin Ave., Denison, Texas 75020 (“**Seller**”) agrees to dedicate, sell, and convey to the **City of Denison, Texas**, a Texas home rule municipal corporation, whose mailing address is 300 W. Main Street, Denison, Texas 75021 (“**Purchaser**”), and Purchaser agrees to buy from Seller the Property described below.

2. PROPERTY: A tract of real property situated in Grayson County, Texas, containing approximately 0.189 acres of land, described as All of Lot 20 and a part of Lots 17, 18, and 19, Block 53, Original Town Plat of the City of Denison, Texas, as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas and further depicted and described in **Exhibit “A”** attached hereto and incorporated herein for all purposes (“**Property**”). The metes and bounds description of the property is attached hereto as **Exhibit “B”** and incorporated herein for all purposes. *(The building located on Lots 17 and 18, and the real property under and around the building, as reflected in **Exhibit “A”** are specifically excluded from this conveyance.)*

3. CONSIDERATION: In consideration for the purchase of Property, Purchaser agrees to pay Seller, at closing, a total of one dollar (\$1.00). In return, Purchaser agrees to place a plaque on the Property, for as long as Purchaser owns the Property and at no cost to Seller, with the phrase affixed, “This public parking lot was donated to the City of Denison and its citizens by the Michael W. Wright Family and the David and Bea Means Family. We appreciate their generous donation to our downtown community.”

Purchaser further agrees to provide Seller landscaping plans prior to construction on the Property, which shall include, at a minimum, construction of an irrigation system to service the south side of Seller’s reserved building and the replacement of any landscaping on the south and east sides of Seller’s reserved building that is damaged or removed during construction. Purchaser shall connect the irrigation to Purchaser’s meter. Construction of the irrigation system and installation of the landscaping shall be provided solely at Purchaser’s expense.

Purchase and Seller further agree to the terms, conditions, easement and covenants within the General Warranty Deed to be executed and filed, which is attached hereto as **Exhibit “C”**.

4. TITLE INSURANCE AND SURVEY:

(a) *Title Commitment.* Purchaser may, at its sole cost and expense, purchase: (i) a standard form Title Commitment, issued by a Title Company qualified to insure title in Texas, in the amount of the consideration insuring the Purchaser against loss on account of any defect or encumbrance in the title, subject only to Permitted Exceptions and the standard printed exceptions contained in the standard form Title Commitment. If a Survey is desired and/or required by the Title Company to obtain a Title Commitment, the Purchaser shall pay for the costs to obtain the survey.

(b) *Title Commitment; Title Policy.* “Title Commitment” means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Property. The effective date stated in the Title Commitment must be after the Effective Date of this Contract. “Title Policy” means an Owner Policy of Title Insurance in the amount of the Consideration issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Purchaser, or deemed approved by Purchaser pursuant to this section.

(c) *Survey.* “Survey” means an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a surveyor satisfactory to Title Company, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors.

(d) *Title Objections.* Purchaser has until the deadline stated in Section 6 (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Purchaser’s objections to any of them (“Title Objections”). Purchaser will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Purchaser has made no Title Objection by the Title Objection Deadline. The matters that Purchaser either approves or is deemed to have approved are “Permitted Exceptions.” If Purchaser notifies Seller of any Title Objections, Seller has ten (10) days from receipt of Purchaser’s notice to notify Purchaser whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Purchaser may, within ten (10) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either (i) Purchaser has elected to terminate this Contract; or (ii) Purchaser will proceed to close and allow the title exceptions. In the event that Purchaser agrees to allow exceptions to title and proceed to close, the exceptions shall be waived by Purchaser and shall constitute permitted exceptions (“Permitted Exceptions”).

5. PRORATIONS AND HAZARD INSURANCE: The taxes shall not be prorated between Seller and Purchaser. All taxes attributable to periods prior to the year of closing will be paid on or before closing by Seller. Purchaser shall pay all taxes for the Property for the year that Closing occurs. Seller shall keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed delivered. If the property is destroyed or materially damaged between the date hereof and the closing and Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling the Contract, or accepting the Property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the Consideration or otherwise be payable to Purchaser.

6. DEADLINES AND OTHER DATES: All deadlines in this Contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the same local time for the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government.

1. Deadline for Order of Title Commitment by Seller: 10 days after Effective Date of

this Contract.

2. Deadline for Order of Survey: 10 days after request by Title Company.
3. Deadline for Delivery of Title Objections: 15 days after the later of delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them to Purchaser.
4. Closing Date: 60 days after Effective Date of this Contract or as otherwise set forth herein and agreed to by the parties.

7. CLOSING AND COSTS:

(a) *Closing.* At closing, Seller agrees to execute and deliver to Purchaser a General Warranty Deed conveying good and indefeasible title to the Property free and clear of all liens and encumbrances against the Property, except for Permitted Exceptions and subject to the terms, conditions, and covenants in the General Warranty Deed, Seller agrees that any encumbrances shall be paid in full at the time of closing. Seller shall also deliver possession of the Property to Purchaser.

(b) *Seller's Costs.* Seller will pay no costs except for Seller's attorney's fees and expenses, if any.

(c) *Purchaser's Costs.* Purchaser will pay for costs of the Title Policy; the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents; the costs of survey work; the costs to prepare and record the deed; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to obtain, deliver, and record releases of all liens to be released at closing as described in this Contract; the costs to obtain certificates or reports of ad valorem taxes; and Purchaser's attorney's fees and expenses.

8. IMPROVEMENTS AND OTHER PROPERTY: No improvements, fixtures, or personal property are excepted from this conveyance.

9. GOOD CONDITION AND REPAIR: Until the closing date, Seller agrees to maintain the Property in its current condition, except for reasonable wear and tear and casualty damage (as provided for in Section 5.)

10. MINERAL RIGHTS/EASEMENTS: The parties hereby agree that the Seller shall retain all mineral interests in, on or under the Property through this Contract.

11. NO FUTURE EASEMENTS BY SELLER: During the term of this Contract, Seller shall not, without first obtaining the written consent of Purchaser, grant any easement in, over, or under the Property, or agree to any change in the present building and zoning classification.

12. DEFAULT: If Purchaser fails to comply with this Contract, Purchaser will be in default, and Seller may (a) enforce specific performance, or (b) terminate this Contract, releasing both parties from this Contract. If, due to factors beyond Seller's control, Seller fails within the time allowed to make any non-casualty repairs, Purchaser may (a) extend the time for performance up to 60 days (or such other time as agreed to by Purchaser) and the closing date will be extended as

necessary or (b) terminate this Contract as the sole remedy. If Seller fails to comply with this Contract for any other reason, Seller will be in default and Purchaser may terminate this Contract, thereby releasing both parties from this contract.

13. REPLATTING: City, at its sole cost and expense, shall replat both the Property and the remaining property of Means and Wright. The replats shall occur within 90 days after Closing.

14. MISCELLANEOUS PROVISIONS:

(a) *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be delivered (whether actually received or not) two (2) days following deposit in the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by personal delivery or courier delivery and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must also be given by one of these methods to the attorney of the party to whom notice is given at the address shown in this Contract.

(b) *City Council Approval; Entire Contract.* Until the City Council of the City of Denison, Texas, has formally accepted this Contract, this instrument shall constitute only an offer by Purchaser to purchase the Property for the price and on the conditions and terms herein set forth. This Contract is made with reference to the Charter and Ordinances of the City of Denison and the Constitution and Statutes of the State of Texas, and Seller hereby recognizes and agrees to be bound by said Charter, Ordinance, Constitution, and Statutes. After the City Council has formally accepted this Contract, this Contract, together with exhibits, constitute the entire agreement of the parties concerning the sale of the Property by Seller to Purchaser. Said Contract shall be amended only in writing and with the consent and approval of the City Council of the City of Denison acting in an open meeting. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Purchaser not incorporated in writing in this Contract.

(c) *Prohibition of Assignment.* Purchaser may not assign this Contract or any of Purchaser's rights under it without Seller's prior written consent, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

(d) *Survival.* The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters.

(e) *Choice of Law and Venue.* This Contract will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue shall be in Grayson County only.

- (f) *Alternative Dispute Resolution.* The parties will submit in good faith to non-binding mediation to resolve any dispute or controversy before filing suit concerning this Contract. The mediator shall be mutually agreed upon by the parties, and upon lack of agreement, shall be chosen by a District Judge of Grayson County. It shall be the obligation and responsibility of the parties to equally share the cost for such mediation. The dispute resolution provisions specified herein shall be a condition precedent to any exercise by any party of such rights or remedies as any such party may have under this Contract or by laws or regulations in respect to any such claim, dispute or other matter, including the filing of suit. If any party to this Contract initiates any legal action or proceeding to enforce or interpret any of the terms or provisions of this Contract without first following the provisions of this section, that party expressly waives its claims against the other party unless such legal proceeding is required to be filed to avoid the claims being barred by applicable statute of limitations.
- (g) *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
- (h) *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.
- (i) *Severability.* The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
- (j) *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Contract.
- (k) *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
- (l) *Counterparts.* If this Contract is executed in multiple counterparts and/or transmitted by facsimile or electronically, all counterparts taken together will constitute this Contract.
- (m) *Commissions.* Each party hereto represents to the other that such respective party has not authorized any broker or finder to act on such party's behalf in connection with the sale and purchase hereunder. Seller, and to the extent permissible by law, Purchaser hereto agree to indemnify and hold harmless the other party from and against any and all claims, losses, damages, costs or expenses of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by such party with any broker or finder in connection with this Contract or the transaction contemplated hereby. This obligation shall survive the Closing or any earlier termination of this Contract.
- (n) *Attorney's Fees.* The prevailing party in any litigation between the parties arising under this Contract shall be entitled to recover reasonable attorney's fees from the non-prevailing party.
- (o) *Date of Agreement.* All references in this Contract to the "Effective Date," or similar

references shall be deemed to refer to the last date, in point of time, on which the Seller and Purchaser have executed this Contract.

(p) *Time of Essence.* Seller and Purchaser agree that time is of the essence with respect to the performance of this Contract.

**PURCHASER
City of Denison, Texas**

By: _____
Name: _____
Title: _____
Date: _____, 2020

ATTEST:

By: _____
Name: Christine Wallentine
Title: City Secretary, City of Denison, Texas

**SELLER
Means & Wright Investments, LLC**

By: _____
Name: David A. Means
By: _____
Name: Michael W. Wright

Date: _____, 2020

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____David Means_____, of Means & Wright Investments, LLC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

NOTARY PUBLIC in and for
THE STATE OF TEXAS

Name printed or typed
My commission expires: ____/____/____

VERIFICATION

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____Michael Wright_____, of Means & Wright Investments, LLC., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes and consideration therein expressed.

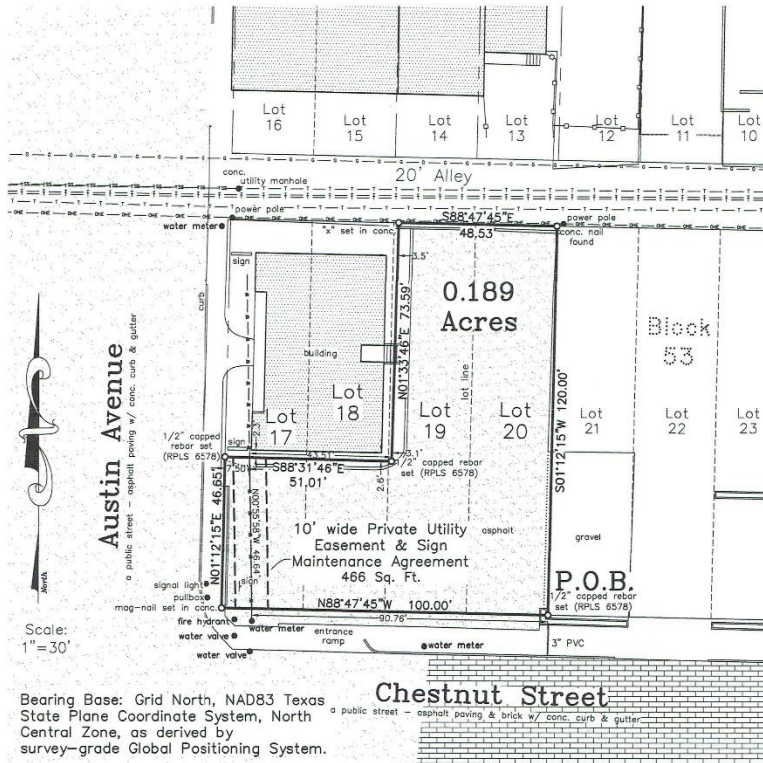
NOTARY PUBLIC in and for
THE STATE OF TEXAS

Name printed or typed
My commission expires: ____/____/____

Exhibit A to Contract

Property Description

A tract of real property situated in Grayson County, Texas, containing approximately 0.189 acres of land, described as All of Lot 20 and a part of Lots 17, 18, and 19, Block 53, Original Town Plat of the City of Denison, Texas, as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas. *(The building located on Lots 17 and 18, and the real property under and around the building, as depicted below are specifically excluded from this conveyance.)*



Owner: Means & Wright Investments, LLC
 Buyer: City of Denison

This survey is for the sole benefit of the Owners and Buyers Stated herein and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief. See Field Notes attached herewith.

Legal Description is as follows: All of Lot 20 and a part of Lots 17, 18 and 19, Block 53, Original Town Plat of the City of Denison, Texas, as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0170 F, Revised Date: September 29, 2010.

Job No. AGD711019-R

Helvey-Wagner Surveying, Inc.
 222 W. Main St., Denison, Texas 75020
 Ph: (903) 463-6191 Fax: (903) 463-4088
 Email: kate@helveywagnersurveying.net
 Texas Board of Professional Land Surveying
 Firm Registration No. 10088100

Kate A. Wagner
 KATE A. WAGNER, R. P. L. S. No. 6578
 Copyright Date: December 2, 2019

Exhibit B to Contract

Property Description (metes and bounds)

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurveying.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578 – Kenneth N. Russell, RPLS No. 4409

FIELD NOTES

0.189 Acres

SITUATED in the City of Denison, County of Grayson, State of Texas, being a part of the W.M. Caruthers Survey, Abstract No. 212 and being all of Lot 20 and a part of Lots 17, 18 and 19, Block 53 of the Original Town Plat of the City of Denison, Texas as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a 1/2 inch capped rebar set, stamped "RPLS 6578" in the North line of Chestnut Street, a public street, at the Southwest corner of Lot 21, said Block 53 and the Southeast corner of both said Lot 20 and the herein described tract;

THENCE North 88 deg. 47 min. 45 sec. West, with the North line of said Chestnut Street and the South line of said Lots 20, 19, 18 and 17, a distance of 100.00 ft. to a mag-nail set in concrete at the intersection of the North line of said Chestnut Street with the East right-of-way line of Austin Avenue, a public street, at the Southwest corner of both said Lot 17 and the herein described tract;

THENCE North 01 deg. 12 min. 15 sec. East, with the East right-of-way line of said Austin Avenue and the West line of said Lot 17, a distance of 46.65 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the most Western Northwest corner of the herein described tract;

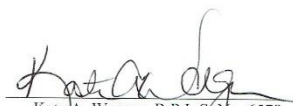
THENCE South 88 deg. 31 min. 46 sec. East, over and across said Lots 17, 18 and 19, a distance of 51.01 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at an Ell corner of the herein described tract;

THENCE North 01 deg. 33 min. 46 sec. East, over and across said Lot 19, a distance of 73.59 ft. to an "X" set in concrete in the North line of said Lot 19 and the South line of a 20 ft. wide alley in said Block 53, at the most Northern Northwest corner of the herein described tract;

THENCE South 88 deg. 47 min. 45 sec. East, with the South line of said 20 ft. wide alley and the North line of said Lots 19 and 20, a distance of 48.53 ft. to a concrete nail found at the Northwest corner of said Lot 21 and the Northeast corner of both said Lot 20 and the herein described tract;

THENCE South 01 deg. 12 min. 15 sec. West, with the West line of said Lot 21 and the East line of said Lot 20, a distance of 120.00 ft. to the **PLACE OF BEGINNING** and containing **0.189 ACRES** of land.




Kate A. Wagner, R.P.L.S. No. 6578
December 2, 2019

by Grantor with land other than the Property; or the exploration or production of the oil, gas and other minerals by means of wells that are drilled or mines that open on land other than the Property, but enter or bottom under the Property, provided that these operations in no manner interfere with the surface or subsurface in any manner, including, without limitation, support of any improvements constructed or to be constructed on the Property.

TO HAVE AND TO HOLD the Property, subject to the restrictions in **Exhibit B**, together with all and singular the rights and appurtenances thereto in anyway belonging unto said Grantee, its successors and assigns, forever. Grantor does hereby bind Grantor and Grantor's heirs, successors, executors and assigns, to warrant and forever defend, all and singular the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this deed to the Grantee.

EXECUTED this ____ day of January, 2020.

EFFECTIVE as of the execution date hereof.

GRANTOR:

Means & Wright Investments, LLC

By: _____

Name: David A. Means

By: _____

Name: Michael W. Wright

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of January, 2020 by David Means and Michael Wright, _____, for Means & Wright Investments, LLC.

Notary Public for the State of Texas

My Commission Expires: _____

ACCEPTANCE BY GRANTEE:

City of Denison,
a Texas home rule municipal corporation

By: _____
Name: Janet Gott
Title: Mayor

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the _____ day of January, 2020 by Janet Gott,
Mayor of the City of Denison, Texas on behalf of said City.

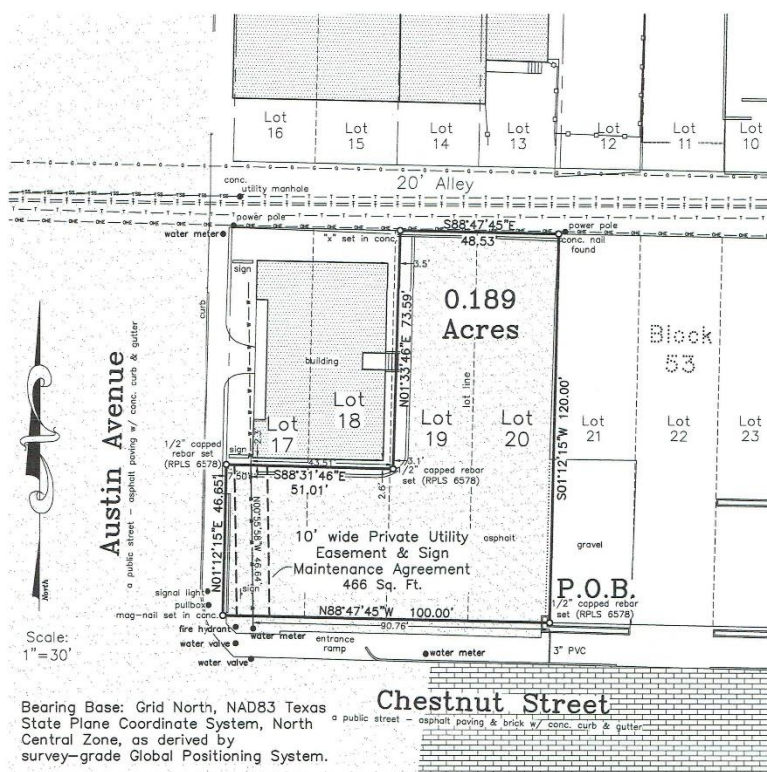
Notary Public for the State of Texas
My Commission Expires: _____

After Recording Return To:
Christine Wallentine
City Clerk, City of Denison
300 W. Main St.
Denison, TX 75020

Exhibit A to Deed

Property Description

A tract of real property situated in Grayson County, Texas, containing approximately 0.189 acres of land, described as All of Lot 20 and a part of Lots 17, 18, and 19, Block 53, Original Town Plat of the City of Denison, Texas, as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas. *(The building located on Lots 17 and 18, and the real property under and around the building, as reflected below is specifically excluded from this conveyance.)*



Owner: Means & Wright Investments, LLC
 Buyer: City of Denison

This survey is for the sole benefit of the Owners and Buyers Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief. See Field Notes attached herewith.

Legal Description is as follows: All of Lot 20 and a part of Lots 17, 18 and 19, Block 53, Original Town Plat of the City of Denison, Texas, as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0170 F, Revised Date: September 29, 2010.

Job No. AGD711019-R

Helvey-Wagner Surveying, Inc.
 222 W. Main St., Denison, Texas 75020
 Ph: (903) 463-6191 Fax: (903) 463-4088
 Email: kate@helveywagnersurveying.net
 Texas Board of Professional Land Surveying
 Firm Registration No. 10088100

Kate A. Wagner
 KATE A. WAGNER, R. P. L. S. No. 6578
 Copyright Date: December 2, 2019

Property Description (metes and bounds)

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurveying.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578 – Kenneth N. Russell, RPLS No. 4409

FIELD NOTES 0.189 Acres

SITUATED in the City of Denison, County of Grayson, State of Texas, being a part of the W.M. Caruthers Survey, Abstract No. 212 and being all of Lot 20 and a part of Lots 17, 18 and 19, Block 53 of the Original Town Plat of the City of Denison, Texas as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a 1/2 inch capped rebar set, stamped "RPLS 6578" in the North line of Chestnut Street, a public street, at the Southwest corner of Lot 21, said Block 53 and the Southeast corner of both said Lot 20 and the herein described tract;

THENCE North 88 deg. 47 min. 45 sec. West, with the North line of said Chestnut Street and the South line of said Lots 20, 19, 18 and 17, a distance of 100.00 ft. to a mag-nail set in concrete at the intersection of the North line of said Chestnut Street with the East right-of-way line of Austin Avenue, a public street, at the Southwest corner of both said Lot 17 and the herein described tract;

THENCE North 01 deg. 12 min. 15 sec. East, with the East right-of-way line of said Austin Avenue and the West line of said Lot 17, a distance of 46.65 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at the most Western Northwest corner of the herein described tract;

THENCE South 88 deg. 31 min. 46 sec. East, over and across said Lots 17, 18 and 19, a distance of 51.01 ft. to a 1/2 inch capped rebar set, stamped "RPLS 6578" at an Ell corner of the herein described tract;

THENCE North 01 deg. 33 min. 46 sec. East, over and across said Lot 19, a distance of 73.59 ft. to an "x" set in concrete in the North line of said Lot 19 and the South line of a 20 ft. wide alley in said Block 53, at the most Northern Northwest corner of the herein described tract;

THENCE South 88 deg. 47 min. 45 sec. East, with the South line of said 20 ft. wide alley and the North line of said Lots 19 and 20, a distance of 48.53 ft. to a concrete nail found at the Northwest corner of said Lot 21 and the Northeast corner of both said Lot 20 and the herein described tract;

THENCE South 01 deg. 12 min. 15 sec. West, with the West line of said Lot 21 and the East line of said Lot 20, a distance of 120.00 ft. to the **PLACE OF BEGINNING** and containing **0.189 ACRES** of land.



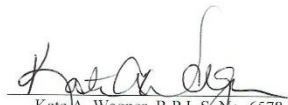

Kate A. Wagner, R.P.L.S. No. 6578
December 2, 2019

Exhibit B to Deed
DECLARATION OF LAND USE RESTRICTIVE COVENANTS AND
PRIVATE UTILITY AND SIGN EASEMENT

THIS DECLARATION OF LAND USE RESTRICTIVE COVENANTS AND PRIVATE UTILITY AND SIGN EASEMENT (“Declaration & Easement”), dated this ____ day of January, 2020 is made by and between Means and Wright Investments, LLC (“Means and Wright”) and City of Denison, Texas, a Texas home rule municipal corporation (“City”).

SECTION 1 – DESCRIPTION OF RESTRICTED LAND

This Declaration & Easement shall apply to the following described property (the “Land”):

A tract of real property situated in Grayson County, Texas, containing approximately 0.189 acres of land, described as All of Lot 20 and a part of Lots 17, 18, and 19, Block 53, Original Town Plat of the City of Denison, Texas, as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas and further depicted and described, with metes and bounds included, in **Exhibit “1,”** attached hereto and incorporated herein for all purposes.

SECTION 2 – RECORDING AND FILING; COVENANTS TO RUN WITH THE LAND

- (a) City shall, at its own cost, cause this Declaration & Easement and all amendments hereto to be recorded and filed in the official real property records of the county in which the Land is located, which is Grayson County. Upon recording, City shall immediately transmit to Means and Wright a copy of the recorded Declaration & Easement, stamped by Grayson County.
- (b) City intends, declares, and covenants, on behalf of itself and all future owners of the Land, that this Declaration & Easement and the covenants and restrictions set forth in this Declaration & Easement regulating and restricting the use of Land shall be and are covenants running with the Land and binding upon the City’s successors in title and all subsequent owners of the Land. Use of the term “City” herein also refers to all successors in title and all subsequent owners of the Land.
- (c) Means and Wright intends, declares, and covenants, on behalf of itself and all future owners of the Land, that this Declaration & Easement and the covenants and restrictions set forth in this Declaration & Easement regulating and restricting the use of Land shall be and are covenants running with the Land and binding upon Means and Wright’s successors in title and all subsequent owners of the Land. Use of the term “Means and Wright” herein also refers to all successors in title and all subsequent owners of the Land.

SECTION 3 – USE RESTRICTIONS

City shall provide Means and Wright, its successors and assigns that take ownership of the building located on lots 17 and 18, forever, use of twenty (20) parking spaces located on the Land, between the hours of 8 a.m. and 5 p.m., Monday through Friday. City shall provide and maintain signs or ground markings to designate the reserved parking hours for the twenty (20) spaces.

SECTION 4 – GRANT OF EASEMENT

4.1 Private Utility and Sign Easement. City shall provide Means and Wright, its successors and assigns, forever, a perpetual exclusive Private Utility and Sign Easement, approximately 466 square feet and is described in **Exhibit “1”** and depicted in **Exhibit “2”**, for the following purposes: (a) to erect and maintain a sign identifying the business located within the

property records in the county where the Land is located, which is Grayson County. No amendment may conflict with the zoning of the Land. Should Means and Wright cease to exist and have no successor, then this Declaration & Easement can be amended or modified by written instrument executed by the City.

- (d) Governing Law. This Declaration & Easement shall be governed by the laws of the State of Texas, and, where applicable, the laws of the United States of America.

IN WITNESS WHEREOF, the City and Means and Wright have caused this Declaration & Easement to be signed by their duly authorized representatives, as of the day and year first written above.

Execution Page follows

Means and Wright Investments, LLC:

Name: David A. Means

Name: Michael W. Wright

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared David A. Means and Michael W. Wright, known to me to be the Owners of Means and Wright Investments, LLC, a Texas corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of January, 2020.

Notary Public, State of Texas

CITY:

Name: Judson Rex, City Manager

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

The forgoing instrument was acknowledged before me this ____ day of January, 2020 by Judson Rex, City Manager of the City of Denison, Texas, a home rule municipal corporation, an authorized representative on behalf of such entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of January, 2020.

Notary Public, State of Texas

Exhibit 1 to Exhibit B

Easement Description

Helvey-Wagner Surveying, Inc.

222 West Main Street · Denison, Texas 75020
Ph: (903) 463-6191 · Fax: (903) 463-4088 · Email: kate@helveywagnersurveying.net
TBPLS Firm Registration No. 10088100
Billy F. Helvey, RPLS No. 4488 – Kate A. Wagner, RPLS No. 6578 – Kenneth N. Russell, RPLS No. 4409

PRIVATE UTILITY EASEMENT AND SIGN MAINTENANCE AGREEMENT 466 Sq. Ft.

SITUATED in the City of Denison, County of Grayson, State of Texas, being a part of the W.M. Caruthers Survey, Abstract No. 212 and being an easement for private service lines and sign maintenance over and across a part of Lot 17, Block 53 of the Original Town Plat of the City of Denison, Texas as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas and the centerline being more particularly described by metes and bounds as follows to-wit:

BEGINNING at a point in the North line of Chestnut Street, a public street, and the South line of said Lot 17, **SAID** beginning point bears South 88 deg. 47 min. 45 sec. East, 90.76 ft. from a ½ inch capped rebar set, stamped "RPLS 6578" at the Southwest corner of Lot 21, said Block 53 and the Southeast corner of both Lot 20, said Block 53 and the 0.189 acre tract surveyed out at the same time of the herein described easement;

THENCE North 00 deg. 55 min. 58 sec. West, over and across said Lot 17, a distance of 46.64 ft. to the **PLACE OF ENDING** and containing **466 SQUARE FEET** of land, **SAID** ending point bears South 88 deg. 31 min. 46 sec. East, 7.50 ft. from a ½ inch capped rebar set, stamped "RPLS 6578" at the most Western Northwest corner of the 0.189 ac. tract surveyed out **AND** also bears North 88 deg. 31 min. 46 sec. West, 43.51 ft. from a ½ inch capped rebar set, stamped "RPLS 6578" at an Ell corner of said 0.189 ac. tract;



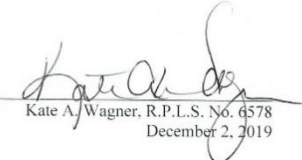
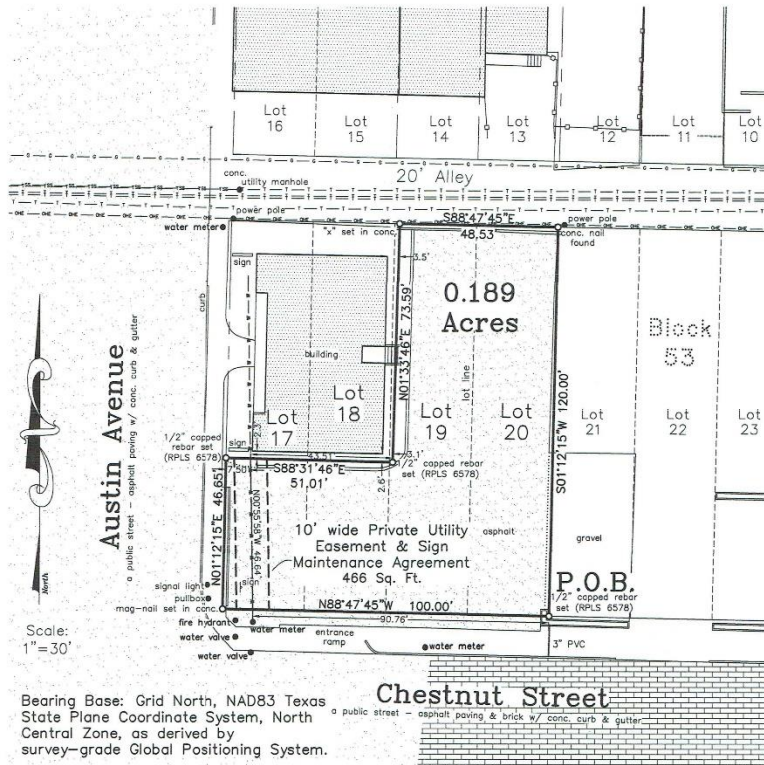

Kate A. Wagner, R.P.L.S. No. 6578
December 2, 2019

Exhibit 2 to Exhibit B

Property Description

A tract of real property situated in Grayson County, Texas, containing approximately 0.189 acres of land, described as All of Lot 20 and a part of Lots 17, 18, and 19, Block 53, Original Town Plat of the City of Denison, Texas, as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas. *(The building located on Lots 17 and 18, and the real property under and around the building, as depicted below are specifically excluded from this conveyance.)*



Owner: Means & Wright Investments, LLC
 Buyer: City of Denison

This survey is for the sole benefit of the Owners and Buyers Stated hereon and is null and void for any other transaction. Any unauthorized use of this survey without the sole consent of the undersigned surveyor will infringe upon state and federal copyright statutes. Any violation of said statutes will be aggressively pursued.

I, Kate A. Wagner, Registered Professional Land Surveyor, do hereby certify that a survey was performed on the ground of the property shown hereinabove and that this survey complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition 2, TSPS Land Title Survey and is a true and correct representation of the property shown hereon to the best of my knowledge and belief. See Field Notes attached herewith.

Legal Description is as follows: All of Lot 20 and a part of Lots 17, 18 and 19, Block 53, Original Town Plat of the City of Denison, Texas, as per plat of record in Volume 28, Page 362, Deed Records, Grayson County, Texas.

The subject property shown hereon does not lie within the limits of any designated 100-year Flood Hazard Areas, as shown on the "FEMA" Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0170 F, Revised Date: September 29, 2010.

Job No. AGD711019-R

Helvey-Wagner Surveying, Inc.
 222 W. Main St., Denison, Texas 75020
 Ph: (903) 463-6191 Fax: (903) 463-4088
 Email: kate@helveywagnersurveying.net
 Texas Board of Professional Land Surveying
 Firm Registration No. 10088100

Kate A. Wagner
 Kate A. Wagner, R. P. L. S. No. 6578
 Copyright Date: December 2, 2019

S:\Land Projects R2\Topo-Main-Street-Denison\dwg\0.182 Acres.dwg Layout: 0.182 Acres Plot Date Dec 2 19 Time: 7:15 AM

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing and take action on an ordinance changing the zoning of the subject property located at 1502 W. Johnson, Denison, Texas from Commercial to Two-Family (Duplex). (Case No. 2019-113Z)

Staff Contact

Bill Medina, Planner
bmedina@cityofdenison.com
903-647-5566

Summary

- The applicant is requesting to rezone the property from Commercial to Two-Family (Duplex).
- The 2018 Comprehensive Plan shows this area is to be developed as a neighborhood.
- The Planning and Zoning Commission recommended on January 14th, 2020.
- Staff recommends approval.

Staff Recommendation

The proposed rezone will allow for the replatting of the proposed lot and conforms with the 2018 Comprehensive Plan. City staff recommends approval of the zoning changes.

Recommended Motion

"I move to approve the Ordinance changing the zoning of the subject property located at 1502 W. Johnson, from Commercial to Two-Family (Duplex)."

Background Information and Analysis

The applicant is requesting to rezone the property from Commercial to Two-Family (Duplex). The lots adjacent to the property have been developed and are used as single-family and duplex residences. As shown in the aerial exhibits, the area has largely been developed as residential; future development in this area will also continue as residential in nature. Rezoning these lots would not only provide conformance with the 2018 Denison Comprehensive Plan, but also allow the property owner to replat as desired. The property owner purchased 1502 W Johnson with the intention of combining the two lots into one, to serve as an addition to their homestead. Single family uses are permitted in Two-Family (duplex) zoning, which will allow for conformance with existing structure.

Financial Considerations

N/A

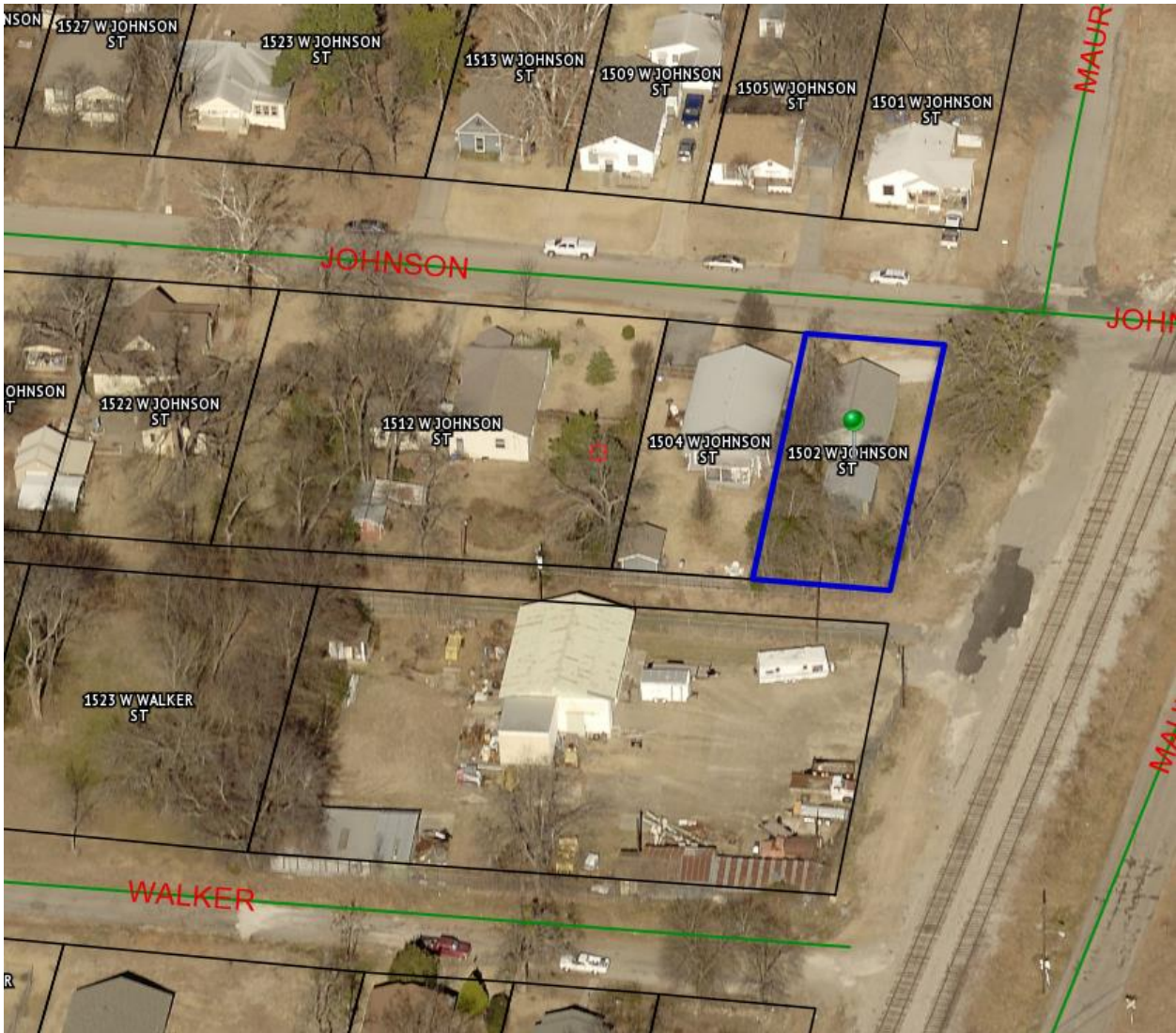
Prior Board or Council Action


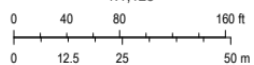
The Planning and Zoning Commission recommended on January 14th, 2020.

Alternatives

- The City Council may table the zoning change request

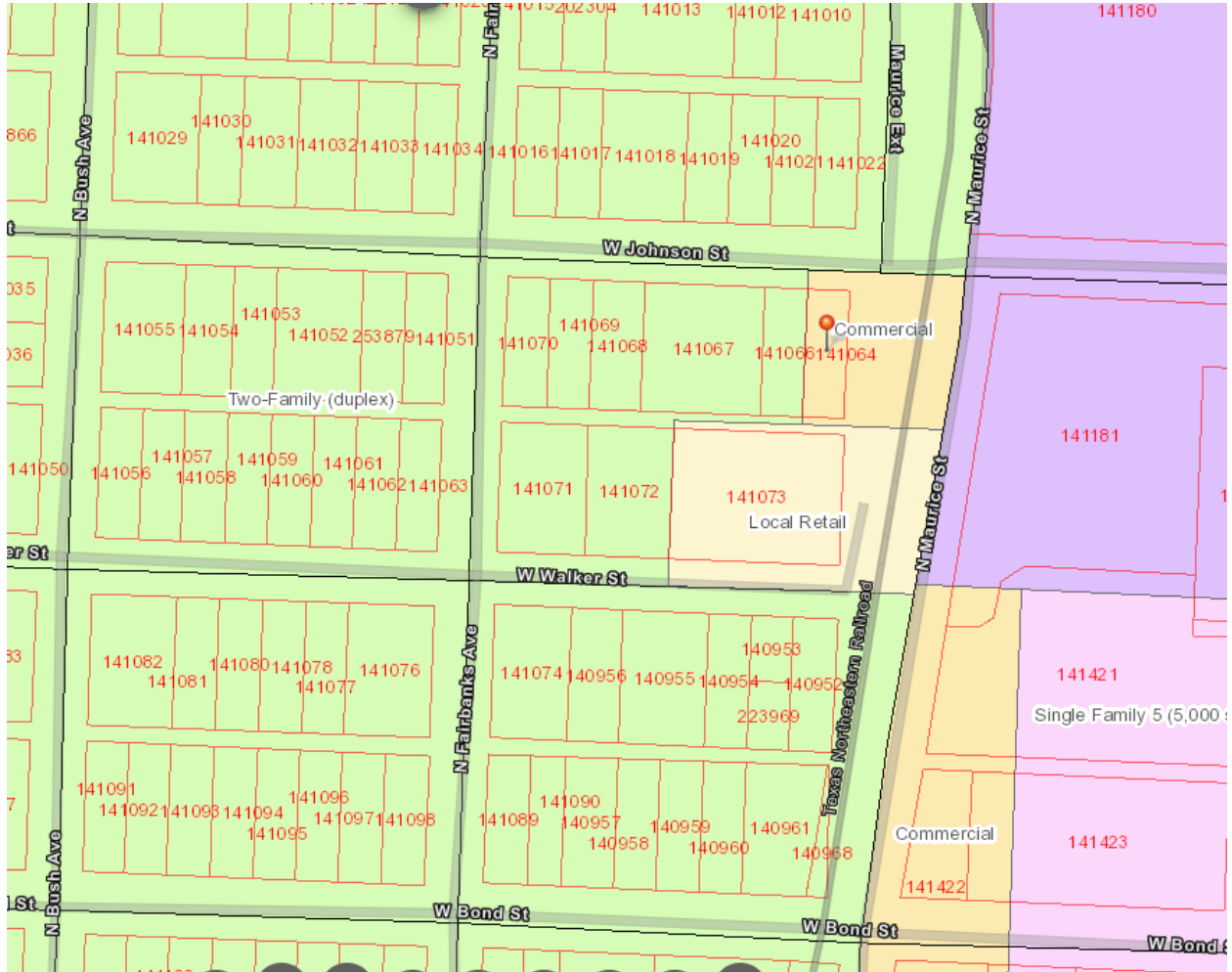
- The City Council may not recommend approval of the zoning change.



	<p>Case Number: 2019-113Z Rezone: Commercial to Two Family (Duplex) 1502 W Johnson</p>	<p>1:1,128</p> 
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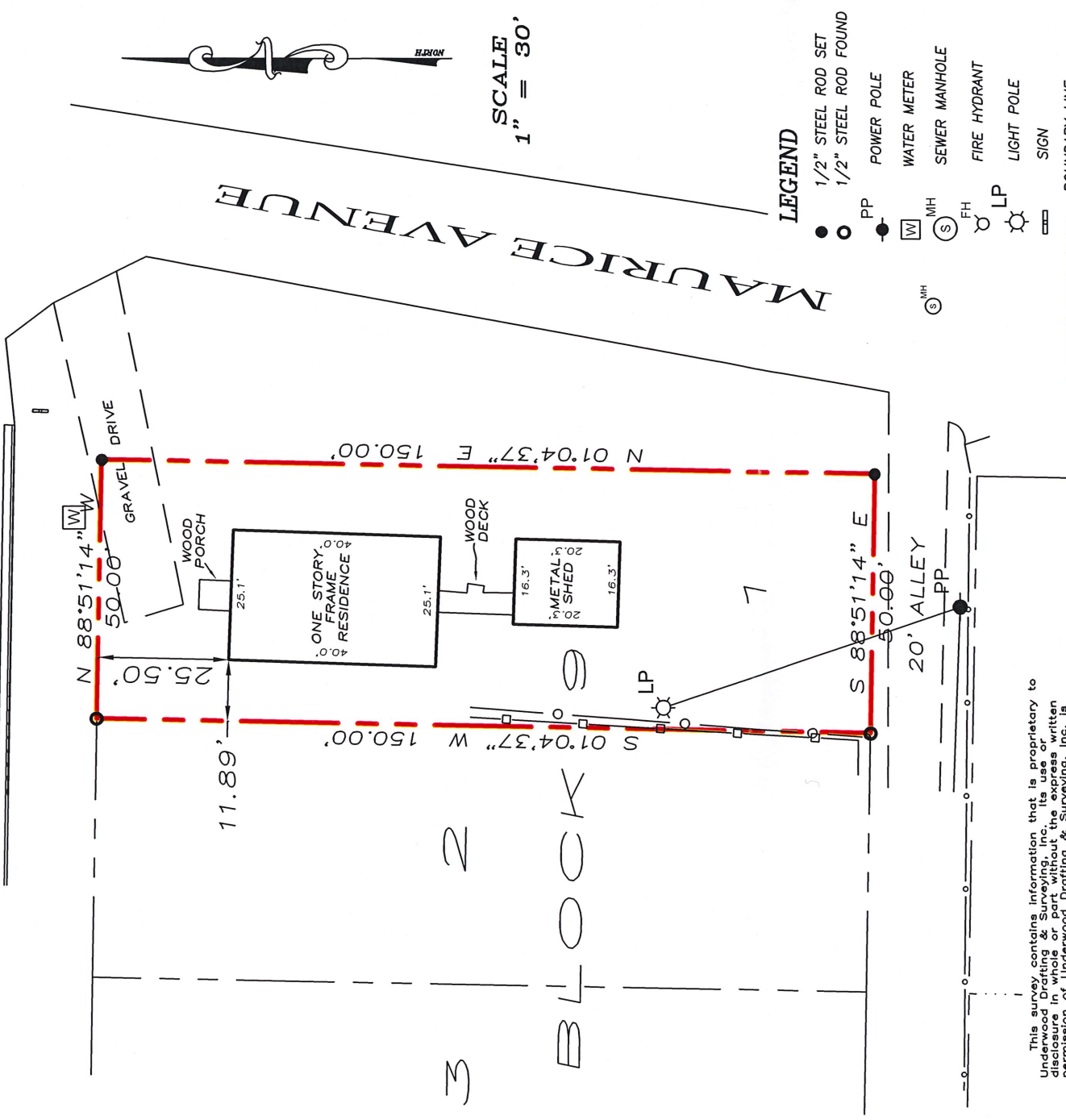
Zoning Map

Zoning Type: Commercial to Two-Family (Duplex)





JOHNSON STREET



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

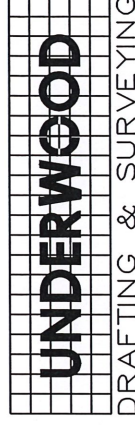
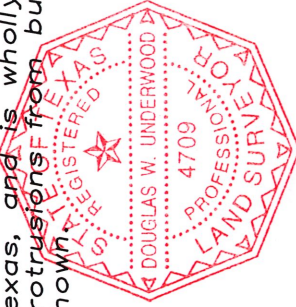
This survey is also unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice shall apply:

Copyright © 2019
 Underwood Drafting & Surveying, Inc.
 All rights reserved.

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

I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify that on the 18th day of November 2019, a survey was made on the ground of the property shown hereon, described as Lot 1, Block 9, of the Tone's Second Addition, an addition to the City of Denison, Texas, as shown by plat of record in Volume 1263, Page 725, of the Plat Records, Grayson County, Texas, and is correct, and that there are no encroachments, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.

The building on said lot is known as 1502 W. Johnson St., Denison, Texas, and is wholly located on said lot; there are no encroachments or protrusions from buildings on adjoining lots or tracts of land except as shown.



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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF DENISON, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS LOT 1, BLOCK 9, OF THE TONE’S SECOND ADDITION TO THE CITY OF DENISON, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 1263, PAGE 725, OF THE PLAT OF RECORDS, GRAYSON COUNTY, TEXAS, AND COMMONLY REFERRED TO AS 1502 W JOHNSON, DENISON TEXAS, FROM ITS ZONING DISTRICT CLASSIFICATION OF COMMERCIAL DISTRICT TO TWO-FAMILY (DUPLEX); PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE TWO-FAMILY (DUPLEX) DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Denison, 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 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 owner, Joe Gunter and Tonya Gunter (whether one or more, the “Owners”), of Lot 1, Block 9, of the Tone’s Second Addition to the City of Denison, Texas as shown by plat of record in volume 1263, page 725, of the plat of records, Grayson County, Texas, and commonly referred to as 1502 W Johnson, Denison, Texas, as described/depicted in Exhibit “A”, a copy of which is attached and incorporated as if fully set forth herein (the “Property”) have made an application under the provisions of the Zoning Ordinance for a zoning change from the current zoning classification of Commercial District to Two-Family (Duplex) District; and

WHEREAS, having considered the Owners' requested change to the Property's zoning district classification from Commercial District to Two-Family (Duplex) District, and the compatibility of such zoning for the Property with surrounding uses and with the Comprehensive Land Use Plan of the City; and

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

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

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

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

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

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

The zoning district classification on the Property is hereby changed from Commercial District to Two-Family (Duplex) District. The Property shall be subject to all applicable City ordinances and regulations governing the Two-Family (Duplex) District, as such presently exist or may be subsequently amended.

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

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

Section 6. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, on this the 3rd day of February, 2020

APPROVED:

Janet Gott, Mayor

ATTEST:

Christine Wallentine, City Clerk

Exhibit "A"

Property Description

AS Lot 1, Block 9, of the Tone's Second Addition to THE CITY OF DENISON, TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 1263, page 725, of the plat of records, GRAYSON COUNTY, TEXAS, AND COMMONLY REFERRED TO AS 1502 W Johnson, DENISON TEXAS

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing and take action on an ordinance changing the zoning of the subject property located at G-0767, P.C. Martin Survey, Abstract 0767, from Commercial to Single Family 5. (Case No. 2019-116Z)

Staff Contact

Bill Medina, Planner
bmedina@cityofdenison.com
903-647-5566

Summary

- The applicant is requesting to rezone the property from Commercial to Single Family 5.
- The 2018 Comprehensive Plan shows this area is to be a revitalization area.
- The Planning and Zoning Commission recommended on January 14th, 2020.
- Staff recommends approval.

Staff Recommendation

The proposed rezone will allow for the development of the proposed lot and conforms with the 2018 Comprehensive Plan. City staff recommends approval of the zoning changes.

Recommended Motion

"I move to approve the Ordinance changing the zoning of the subject property located at G-0767, P.C. Martin Survey, Abstract 0767 from Commercial to Single Family 5."

Background Information and Analysis

The applicant is requesting to rezone the property from Commercial to Single Family 5. The lots adjacent to the property have been developed in a residential fashion. As shown in the aerial exhibits, the area has largely been developed as residential; future development in this area will also continue as residential in nature. According to the 2018 Denison Comprehensive Plan, this area is considered to be the City's revitalization area. *"These areas have significant vacancies and aging structures that need to be redeveloped in the near future. These areas should redevelop into walkable, neighborhood scale mixed-use areas."* (City of Denison Comprehensive Plan. 2018). Existing Commercial zoning indicates that commercial/retail uses were previously thought to be ideal at this location, however due to the underdeveloped nature of the existing lot and area, new high-quality housing would also service this area quite well.

Financial Considerations

N/A

Prior Board or Council Action

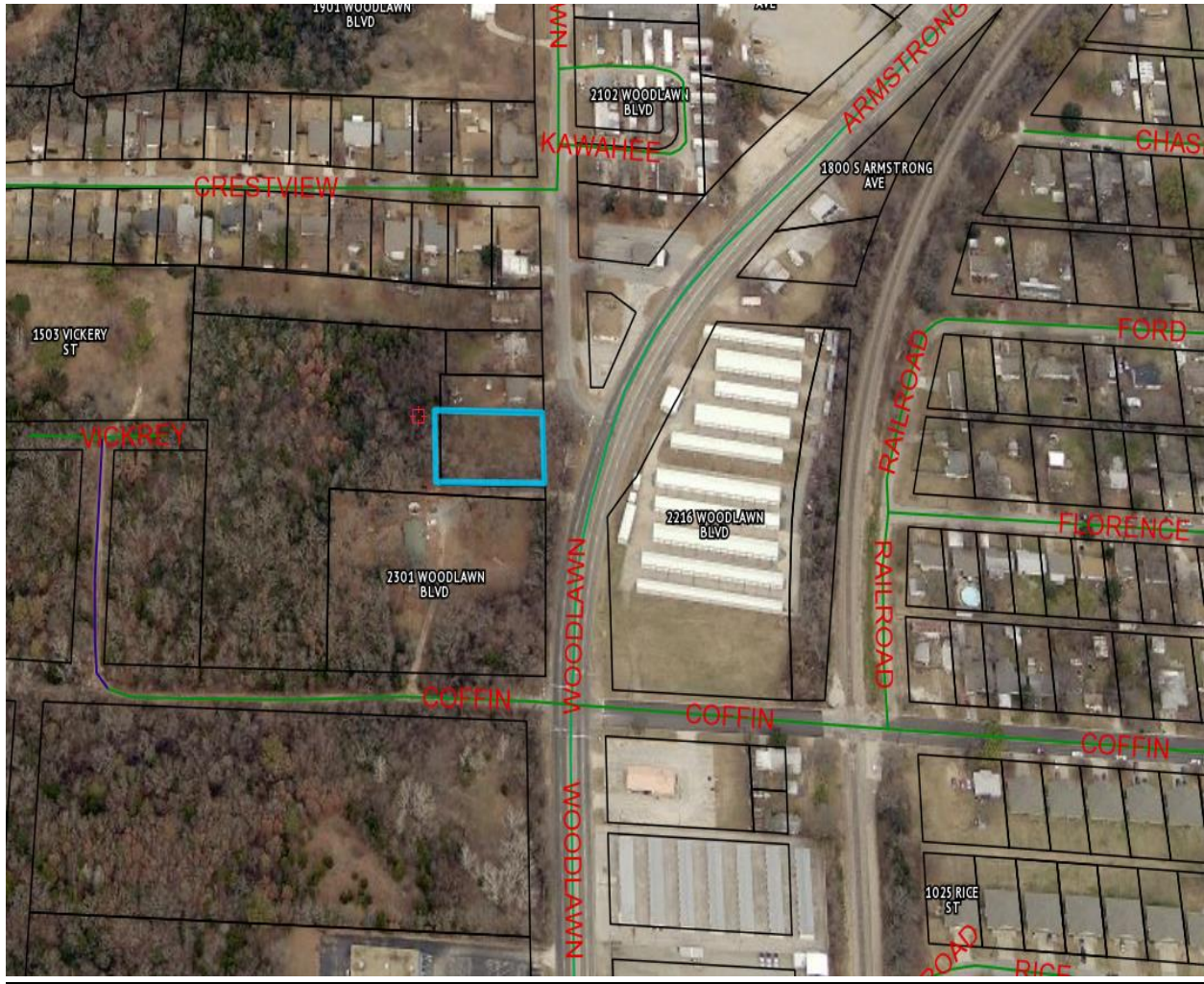
The Planning and Zoning Commission recommended on January 14th, 2020.


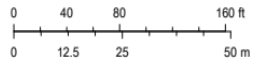
Alternatives

- The City Council may table the zoning change request
- The City Council may not recommend approval of the zoning change.

City Council

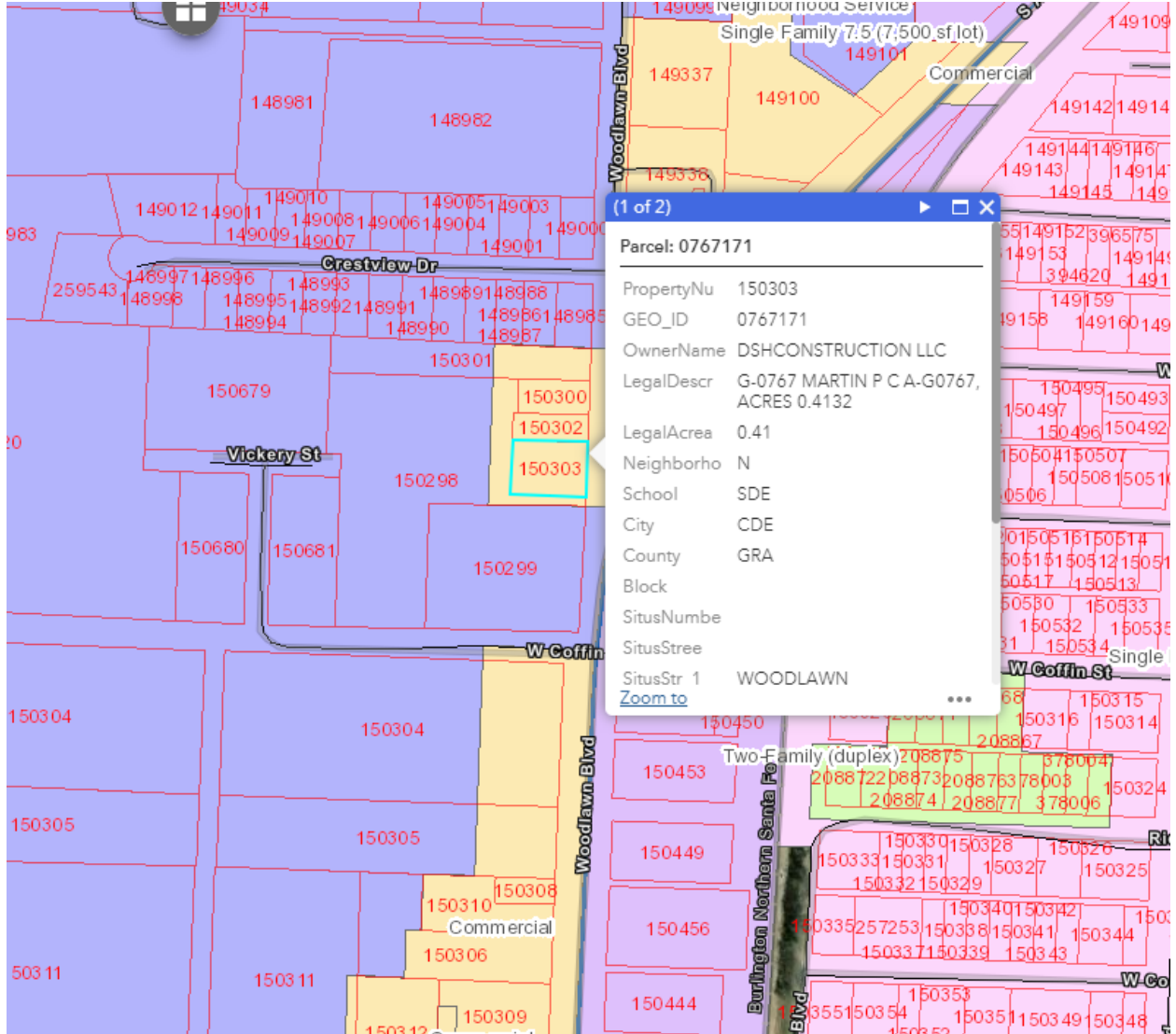
Case Number 2019-116Z |G-0767 P.C. Martin Survey, Abstract 0767
Monday, February 3rd, 2020

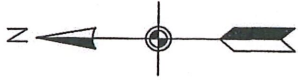


	<p>Case Number: 2019-116Z Zoning: Commercial to Single Family 5</p>	<p>1:1,128</p> 
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Zoning Type: Commercial

Proposed: Single Family 5





1" = 30'

REAL PROPERTY DESCRIPTION

BEING A PARCEL OF LAND SITUATED IN P. C. MARTIN SURVEY, ABSTRACT NUMBER 767, CITY OF DENISON, GRAYSON COUNTY, TEXAS, BEING THAT CERTAIN TRACT OF LAND AS CONVEYED TO KEITH, AND MICHELLE McCULLOUGH, BY DEED RECORDED IN VOLUME 4057, PAGE 312, DEED RECORDS, GRAYSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY MEYES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON FOUND FOR THE SOUTHEAST CORNER OF SAID McCULLOUGH TRACT IN THE WEST RIGHT-OF-WAY LINE OF WOODLAWN BLVD (VARIABLE WIDTH RIGHT-OF-WAY);

THENCE WEST, 150.00 FEET WITH THE SOUTH LINE OF SAID McCULLOUGH TRACT, TO THE SOUTHWEST CORNER OF SAID

THENCE NORTH, 120.00 FEET TO THE NORTHWEST CORNER OF SAID McCULLOUGH TRACT AND THE SOUTHWEST CORNER OF THAT CERTAIN TRACT AS CONVEYED TO NUNEZ JESUS BY DEED RECORDED IN VOLUME 3276, PAGE 450, OF SAID DEED RECORDS;

THENCE EAST, 150.00 FEET TO WEST RIGHT-OF-WAY LINE OF SAID WOODLAWN BLVD AND THE NORTHEAST CORNER OF SAID McCULLOUGH TRACT;

THENCE SOUTH, 120.00 FEET WITH THE WEST LINE OF SAID WOODLAWN BLVD TO THE POINT OF BEGINNING AND CONTAINING 18,000 SQUARE FEET OR 0.413 ACRES OF LAND MORE OR LESS.

NUNEZ JESUS
0.20 ACRE TRACT
VOL. 3276, PG. 450
D.R.G.C.T.

P. C. MARTIN SURVEY
A-767

RENE G. & EVA GERARD
5 ACRE TRACT (BY DEED)
VOL. 672, PG. 462
D.R.G.C.T.

KEITH & MICHELLE McCULLOUGH
120' BY 150' TRACT
VOL. 4057, PG. 312
D.R.G.C.T.

150.00
S90°00'00"E

WOODLAWN BLVD.
(VARIABLE WIDTH R.O.W.)

120.00
N00°00'00"E

120.00
S00°00'00"E

150.00
N90°00'00"W

The following matters of recorded listed in Old Republic National Title Insurance Company's commitment for title insurance: GF No.:

c. Easement and Right-of-Way granted to Homer R. West, by instrument dated September 28, 1951, from J. O. Nichols, recorded in Volume 666, at Page 263 of the Deed Records of Grayson County, Texas, and subject to all terms and conditions contained therein and to all rights incident thereto. (DOES NOT AFFECT)

NOTES:

By graphic scale the subject property appears to lie in Zone X, not shaded, (area determined to outside 500-year floodplain) according to the FEMA Flood Insurance Rate Map for Grayson County, Texas, Map No. 48181C0285F, dated September 29, 2010.

Bearings are relative to south property line as recorded in Volume 4057, Page 312, Deed Records, Grayson County, Texas.

The survey shown hereon was made on the ground under my direction and supervision in June, 2017 and meets all of the minimum professional and technical standards of practice established by the Texas Board of Professional Land Surveying.



Edward K. Khalil
Registered Professional Land Surveyor
Texas Registration No. 5951

Date Signed: 7-7-17



DRAWN BY : JW

DATE:06-22-17

DGN. NO.: 170280_LS_WOODLAWN

APPROVED BY:EK



A.N.A. CONSULTANTS, L.L.C.

Corporate Office:
5000 Thompson Terrace
Colleyville, Texas 76034
Office: (817) 335-9900
Fax: (817) 335-9955

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF DENISON, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS G-0767, P.C. MARTIN SURVEY, ABSTRACT 0767 AS SHOWN BY NUMBER 2017-15410, DEED RECORDS, GRAYSON COUNTY, TEXAS, FROM ITS ZONING DISTRICT CLASSIFICATION OF COMMERCIAL DISTRICT TO SINGLE-FAMILY 5 DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE SINGLE-FAMILY 5 DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City of Denison, 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 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 owner, DSH CONSTRUCTION, LLC (whether one or more, the “Owners”), of G-0767, P.C. MARTIN SURVEY, ABSTRACT 0767 as shown by number 2017-15410, Deed Records, Grayson County, Texas, as described/depicted in **Exhibit “A”**, a copy of which is attached and incorporated as if fully set forth herein (the “Property”) have made an application under the provisions of the Zoning Ordinance for a zoning change from the current zoning classification of Commercial District to Single Family-5 District; and

WHEREAS, having considered the Owners’ requested change to the Property’s zoning district classification from Commercial District to Single-Family 5 District, and the

compatibility of such zoning for the Property with surrounding uses and with the Comprehensive Land Use Plan of the City; and

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

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

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

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

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

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

The zoning district classification on the Property is hereby changed from Commercial District to Single-Family 5 District. The Property shall be subject to all applicable City ordinances and regulations governing the Single-Family 5 District, as such presently exist or may be subsequently amended.

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

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

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

Section 6. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

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

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, on this the 3rd day of February, 2020.

APPROVED:

Janet Gott, Mayor

ATTEST:

Christine Wallentine, City Clerk

Exhibit "A"

Property Description

**G-0767, P.C. MARTIN SURVEY, ABSTRACT 0767 AS SHOWN BY NUMBER
2017-15410, DEED RECORDS, GRAYSON COUNTY, TEXAS**

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a Chapter 380 Economic Development Agreement with Victron Energy, Inc., and authorize the City Manager to execute the same.

Staff Contact

Kimberly Murray, CEcD, AICP
Director of Community & Development Services
kmurray@cityofdenison.com
903-464-2720

Summary

- Staff is proposing incentives up to \$140,000 to aid in the development of a 15,500 square foot, \$7.5 million dollar travel center to be located at State Highway 75 and 91.
- The incentive would be a rebate of ad valorem taxes paid to the City over time.
- The agreement has been drafted and reviewed by legal staff and provided to the Victron Energy, Inc. representatives.
- Final approval is now requested subject to final legal review.

Staff Recommendation

Staff recommends approval of the proposed 380 agreement with Victron Energy, Inc., subject to final legal review and approval.

Recommended Motion

“I move to approve the proposed 380 agreement with Victron Energy, Inc., and authorize the City Manager to execute the same, subject to final legal review and approval.”

Background Information and Analysis

Staff has been working with representatives from Victron Energy, Inc. the last six months on a large-scale travel center to include Texas Best and Fuzzy’s Tacos. Victron also plans to build additional food service businesses on an adjacent parcel in the near future. This project will promote local economic development and result in stimulating \$7.5 million in investment for the Travel Center and predicted annual sales estimated at \$6.8 million a year in merchandise and restaurants sales in the City limits and an estimated 40 FTE’s to operate the Center. The Denison Development Alliance is also offering up to \$60,000 in incentives for the cost of the sewer line expansion in support of the investment to the City. Staff recommends providing this incentive agreement and is requesting that the Council formally approve the agreement subject to legal review.

Financial Considerations

The agreement would rebate not more than \$140,000 in property taxes to Victron Energy, Inc.

Prior Board or Council Action

No prior action.

Alternatives

City Council may table or disapprove the agenda item.

Attachments

1. Victron Energy, Inc. Economic Development Performance Agreement

STATE OF TEXAS § CHAPTER 380
§ ECONOMIC DEVELOPMENT
COUNTY OF GRAYSON § PERFORMANCE AGREEMENT

CHAPTER 380 ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Chapter 380 Economic Development Performance Agreement (this “Agreement”) is entered into this ___ day _____, 2020 between the City of Denison, Texas, a municipal corporation organized and existing pursuant to the laws of the State of Texas (“City”) and Victron Energy Inc., (“Company”) (each a “Party” and collectively the “Parties”), each acting by and through its duly authorized representatives.

RECITALS

WHEREAS, the Company has an earnest money contract on the real property described in **Exhibit “A”**, which consists of an approximately 9.8 ± acre tract of land being Lot 1R1, Denison High School addition and Lot 1R2 of the W. J. Brown Survey (the “Property”) in Denison, Grayson County, Texas, generally located southeast corner of the intersection of Highway 75 and State Highway 91; and

WHEREAS, Company intends to construct on the Property as generally depicted on the final Site Plan and building elevations (herein so called) attached hereto as **Exhibit “B”** (the “Facility”), which will be a state of the art travel center (Texas Best and Fuzzy’s Tacos) 15,450 square feet of space with ten regular gas pumps and six truck gas pumps; and later develop phase 2 which will include additional food service businesses; and

WHEREAS, Company shall operate the Facility as a travel center, as such use is defined in the City’s Zoning Ordinance, in compliance with all ordinances and regulations of the City (the “Travel Center”); and

WHEREAS, Company has represented that it will invest \$7.5 million in Phase 1 and Company predicts annual sales estimated at \$6.8 million a year in merchandise and restaurants sales plus 40 full-time equivalent jobs, and the City finds that such construction and operation of the Facility will promote economic development and result in stimulating business and commercial activity in the City limits as authorized in Texas Local Government Code, Chapter 380 (the “Act”) and Article 3, Section 52-a of the Texas Constitution;

WHEREAS, the Denison Development Alliance (the “DDA”) has entered into that certain Economic Development Agreement, executed January 14, 2020 providing financial incentives of \$60,000 for a sewer line to serve the Property if certain performance criteria are met as set forth therein (the “DDA Agreement”); and

WHEREAS, pursuant to the Act, City is willing to provide Company with a program of economic development assistance as set forth herein and Company is willing to accept the terms and conditions stated in this Agreement; and

WHEREAS, City has determined that granting economic development program incentives in accordance with this Agreement will further the objectives of City, will benefit City and the City’s inhabitants, will promote local economic development, and retain employment, business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the parties agree as follows:

- 1. Definitions.** Some words and phrases may be defined in other sections of this Agreement. For purposes of this Agreement, each of the following words and phrases shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Act” shall have the meaning ascribed in the Recitals above.

“Agreement” shall have the meaning ascribed in the introductory paragraph above.

“Assessment Period(s)” shall have the meaning ascribed in Section 2.B. below.

“Bankruptcy or Insolvency” shall have the meaning ascribed in Section 5.D. below.

“City” shall have the meaning ascribed in the have the meaning ascribed in the introductory paragraph above.

“City Property Tax” shall have the meaning ascribed in Section 2.A. below.

“Claim” shall have the meaning ascribed in Section 4. below.

“Commencement Date” shall mean the date a certificate of occupancy is issued by City for occupancy of the Travel Center.

“Company” shall have the meaning ascribed in the introductory paragraph above.

“Consummated” is defined in Section 321.203, Texas Tax Code, as amended.

“Development Criteria” shall mean building materials and elevations included with **Exhibit “B”**.

“Expiration Date” shall mean, unless terminated earlier, the earlier of (i) the date that all Parties have fully satisfied their respective obligations herein, including but not limited to City having paid Company a total of One Hundred Forty Thousand Dollars (\$140,000.00) in Property Tax Incentive Grants; or (ii) April 30, 2030.

“Facility” shall have the meaning ascribed in the Recitals above and depicted in **Exhibit “B”**.

“Impositions” shall mean all taxes (including but not limited to ad valorem tax and sales tax), assessments, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on Company, on the owner of the Facility or on any property or any business owned by the Company, or any of its affiliates or related entities, or Company, or any of its affiliates or related entities.

“Party” or “Parties” shall have the meaning ascribed in the introductory paragraph above.

“Property” shall have the meaning ascribed in the Recitals above.

“Property Tax Incentive Grant” shall have the meaning ascribed in Section 2.A. below.

“Protected Persons” shall have the meaning ascribed in Section 12 below.

“Related Agreement” shall mean the DDA Agreement and any agreement (other than this Agreement) to which the City and the Company are parties or to which the Company and the Denison Development Alliance (“DDA”) are parties.

“Taxable Items” are defined by Chapter 151.010, Texas Tax Code, as amended.

“Travel Center” shall have the meaning ascribed in the Recitals above.

2. Economic Development Program for Generating Ad Valorem Tax.

- A. City collects ad valorem tax on real property and personal/business property within the City (“City Property Tax”). Subject to the terms, covenants, and conditions of this Agreement, City agrees to provide economic development program incentives (“Property Tax Incentive Grant”) to Company in an amount equal to one hundred percent (100%) of the City Property Tax for the assessment periods of 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028 and 2029 (“Assessment Period(s)”) provided that: (i) this Agreement remains in effect for the entire year of all such Assessment Periods, (ii) the total amount paid, does not exceed One Hundred Forty Thousand Dollars \$140,000, and (iii) the City Property Tax for each Assessment Period has been timely paid by Company.
- B. Company shall pay all ad valorem taxes assessed against, and owed by, Company related to the Property, which includes the Facility and Travel Center, including but not limited to the City Property Tax, on an annual basis on or before January 31st of the following year (i.e. 2019 taxes are due by January 31, 2020). This requirement shall not apply to the portion of any ad valorem taxes that Company is lawfully protesting in accordance with the Texas Tax Code. When a lawful protest is filed by Company, City shall remit the annual Property Tax Incentive Grant to Company within sixty (60) days of the protest being final and Company remitting the full amount owed following the protest.
- C. The Property Tax Incentive Grant will be paid annually by City to Company by April 30th of each year, except as otherwise provided herein. Company shall submit proof of timely payment of the City Property Tax for each Assessment Period by March 15th of each year. As an example:

January to December 2020:	Ad valorem Assessment Period
January 31, 2021:	Company’s deadline to pay taxes for 2020 Assessment Period (excluding portion of taxes properly protested)
March 15, 2021:	Company deadline to submit proof of timely tax payment to City
April 30, 2021:	Deadline for City to pay Company annual Property Tax Incentive Grant for 2020 Assessment Period

If Company fails to timely pay any City Property Tax assessment owed by Company for any Assessment Period, Company shall not be entitled to receive the Property Tax Incentive Grant from the City until all City Property Tax Assessments, including any late penalties, fees and interest, are paid in full. If Company does not timely submit proof of payment of the City Property Tax, by March 15th, the City deadline for paying the annual Property Tax Incentive Grant shall be extended by the same number of days the Company was late in submitting said proof.

3. **Current Revenue.** The Property Tax Incentive Grant made hereunder shall be paid solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and Texas Local Government Code Chapter 380. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any Property Tax Incentive Grant (a) except as allowed by law, and/or (b) unless the City Property Tax has actually been received for the ad valorem Assessment Period to which the annual payment relates. The City shall not be required to pay any Property Tax Incentive Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction. If this Agreement is declared null and void by a court of competent jurisdiction, then the Parties will work together to determine other lawful alternatives that provide substantially the same result for the Parties achieved by this Agreement.
4. **Indemnification.** THE COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, OFFICIALS, REPRESENTATIVES, CONSULTANTS, AGENTS AND EMPLOYEES (COLLECTIVELY FOR THE PURPOSE OF THIS PARAGRAPH, THE “CITY”) HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES, AND DEMANDS BY THE GRAYSON COUNTY TAX COLLECTOR THAT THE CITY HAS BEEN PAID ERRONEOUSLY FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT (COLLECTIVELY, A “CLAIM”). IT BEING THE INTENTION OF THE PARTIES THAT THE COMPANY SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY PROPERTY TAX INCENTIVE GRANTS PAID TO THE COMPANY HEREIN BY THE CITY THAT INCLUDES CITY PROPERTY TAX RECEIPTS THAT THE GRAYSON COUNTY TAX COLLECTOR HAS DETERMINED WERE PAID ERRONEOUSLY, COLLECTED, DISTRIBUTED, OR ALLOCATED TO THE CITY. THIS INDEMNIFICATION SHALL NOT APPLY TO ANY LIABILITY RESULTING SOLELY FROM THE ERRORS OR OMISSIONS OF THE CITY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR FIVE (5) YEARS. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND DO NOT CREATE ANY OBLIGATIONS FROM OR GRANT ANY CONTRACTUAL OR OTHER RIGHTS TO ANY OTHER PERSON OR ENTITY, OTHER THAN OBLIGATIONS, IF ANY, THAT ARISE FROM COMPANY TO THE CITY TO PERFORM OBLIGATIONS CREATED BY THIS PARAGRAPH.
5. **City’s Obligation to Pay.** In addition to, and notwithstanding, any other requirements stated in this Agreement, City’s obligation to begin or continue Property Tax Incentive Grant payments is also expressly contingent upon the following material terms:

- A. Company shall cause the Travel Center to have a certificate of occupancy from the City and be open to the public for business in accordance with the ordinances of the City within one year of the approval of this Agreement; and
- B. City shall not have sent notice to Company of a default under this Agreement that remains uncured beyond any applicable cure period; and
- C. No ad valorem real or personal property taxes owed by the Company or for the Property shall be in arrears, including but not limited to the City Property Tax; and
- D. Company shall not (i) make an assignment for the benefit of creditors, (ii) file a voluntary petition in bankruptcy, or colludes or cooperates with any third party to commence any bankruptcy or insolvency proceedings, (iii) be adjudged as bankrupt or insolvent, or have entered against it an order for relief, in any bankruptcy or insolvency proceedings, (iv) consent to or file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (v) fail to have dismissed within sixty (60) days after the commencement thereof, any proceeding against Company seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation, (vi) fail to have vacated or stayed within ninety (90) days after the appointment thereof without Company's consent or acquiescence, a trustee, receiver or liquidator of Company or of all or any substantial part of its properties, or within ninety (90) days after the expiration of any such stay, fails to have the appointment vacated or (vii) take any action in furtherance of any of the foregoing (collectively "Bankruptcy or Insolvency"); and
- E. Company shall submit proof of payment of the annual City Property Tax to City for each Assessment Period by March 15th of each year; and
- F. The City Property Tax generated by the Property, including the Facility and Travel Center, must actually be received by the City from the county tax collector; and
- G. Company shall not have an uncured default of this Agreement; and
- H. Company shall be in compliance with each covenant of Company listed in Section 6 below; and
- I. During the term of this Agreement following the Commencement Date and continuing thereafter until termination of this Agreement, the Texas Center as a going business shall not cease for more than thirty (30) consecutive days except in connection with, and to the extent of an event of Force Majeure, a casualty to the Travel Center preventing use, or a temporary cessation to remodel or modernize the Travel Center; and
- J. During the term of this Agreement following the Commencement Date and continuing thereafter until termination of this Agreement, the Company or an affiliate of the Company or an approved assignee of this Agreement shall continuously operate the Texas Center; and
- K. During the term of this Agreement, Company shall cause all Property improvements to be in compliance with Development Criteria set forth in Exhibit "B" hereto.

6. **Covenants of Company.** Company covenants and agrees with City that, while this Agreement is in effect, Company will comply or cause compliance with the following terms and conditions, which are material terms to this Agreement:
- A. Company shall not have an uncured breach of this Agreement or a Related Agreement; and
 - B. Company shall make all Property and Facility improvements in compliance with Development Criteria; and
 - C. Upon completion of the Facility, Company shall have and maintain a certificate of occupancy for the Texas Center; and
 - D. Upon completion of the Facility, Company shall operate the Travel Center in accordance with all applicable ordinances of the City; and
 - E. No ad valorem real or personal property taxes owed for the portions of the Property or Facility shall be in arrears; and
 - F. Company shall not have an event or occurrence of Bankruptcy or Insolvency; and
 - G. Company shall timely file all sales tax returns required under Texas law to be filed with the Comptroller and timely pay all amounts due as reflected on such tax returns.
7. **Employee Hiring Materials and Supplies Purchase.** Although not a condition to this Agreement, City requests that Company use commercially reasonable efforts to satisfy its needs for Travel Center employees from Denison residents and, when feasible, to purchase materials, supplies and services from Denison merchants and businesses.
8. **Verification and Compliance.** Company shall allow City to review Company's relevant records relating to the Facility and Travel Center for the following purposes:
- A. to ensure Company's compliance with the obligations set forth in this Agreement; and
 - B. to determine the existence of a default or breach of the terms of this Agreement; and
 - C. to ensure compliance with the prerequisites for paying any portion of the and Property Tax Incentive Grant; and
 - D. to determine whether Company paid and/or remitted the City Property Tax amounts to the county tax collector.

City will provide Company with at least ten (10) business days' advance written notice of any requests for a records review and shall cooperate with Company to schedule any review activities so as to minimize disruption of Company's normal business operations. This Section 8 shall survive for a period of six (6) months from the date of termination of this Agreement under Section 9.

9. **Termination and Events of Default.** This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated, either immediately or after the required notice, upon any one or more of the following:
- A. by mutual written agreement of all the Parties;
 - B. by the City, if the Company defaults or breaches any of the terms, covenants, or conditions of this Agreement, and such default or breach is not cured within thirty (30) days after written

notice thereof or, if such default or breach cannot be cured within such 30-day period in the exercise of all due diligence, then if the Company commences an attempt to cure within such 30-day period, such longer period as the Company thereafter continues diligently to prosecute the cure of such default or breach but not more than an additional sixty (60) days;

- C. by the City, if any Impositions owed to the City, Grayson County, Denison Independent School District or the State of Texas by the Company shall have become delinquent (provided, however, the Company retains the right to timely and properly protest and contest any such Impositions, and no Imposition shall be considered delinquent during the period of any dispute resolution process) and remain delinquent for more than fifteen (15) days after City sends a notice of termination;
- D. by City, if the Company suffers an event of Bankruptcy or Insolvency;
- E. by any Party if any subsequent Federal or State of Texas legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable;
- F. by the City immediately if any false documentation is submitted by Company to City; or
- G. by the City immediately upon the filing by Company of any lawsuit against the City, excluding a lawsuit to enforce this Agreement.

10. Existence; Authority.

- A. Company represents and warrants that: (1) it has sufficient legal authority to conduct business in the State of Texas; (2) it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and (3) that the person or persons executing this Agreement on its behalf has been duly authorized to do so.
- B. City represents and warrants that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement; and that the person or persons executing this Agreement on its behalf has been duly authorized to do so.

11. Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to Force Majeure, to perform its obligations under this Agreement, then the obligations affected by the Force Majeure shall be temporarily suspended. Within ten (10) days after the occurrence of a Force Majeure, the Party claiming the right to temporarily suspend its performance, shall give notice to the other Party that includes a detailed explanation of the Force Majeure, a description of the action that will be taken to remedy the Force Majeure and resume full performance at the earliest possible time, and the length of time needed to resume full performance. Any other Party may object in writing to the length of time claimed to be needed to resume performance by the Party suffering the event of Force Majeure if it provides a commercially reasonable explanation regarding how full performance could be reasonably resumed at an earlier date, in which case full performance shall resume at the earlier date.

12. Limitation of Liability. Except for City's obligations to pay the Property Tax Incentive Grant as set forth in this Agreement, City, and its past, present and future officers, employees, officials, contractors, representatives, consultants, and agents (collectively "Protected Persons") assume no responsibilities or liabilities to Company, or any third parties in connection with the Facility, Travel Center and/or the Property. It is acknowledged and agreed by the Parties that the terms

of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. Company acknowledges and agrees that the City is not waiving or surrendering immunities of any type. Company acknowledges and agrees that there shall be no personal recourse to the Protected Persons, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the Parties that Company, in satisfying the conditions of this Agreement, has acted independently, and the Protected Persons assume no responsibilities or liabilities to third parties in connection with these actions. Further, the Parties expressly agree that this Agreement is not a contract for goods or services.

13. **Binding Agreement; Assignment.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned by any Party.
14. **Employment of Undocumented Workers.** During the term of this Agreement, Company agrees not to knowingly employ any undocumented workers. In the event Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Property Tax Incentive Grant received and any other funds received by the Company from the City as of the date of such violation within one hundred and twenty (120) business days after the date Company is notified by the City of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid.
15. **Offsets.** If, and only if, Company is in default under this Agreement beyond any applicable notice and cure periods, or has not met the conditions to Property Tax Incentive Grant payment set forth herein, the City may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes and rent) lawfully due to the City from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due the City has been reduced to judgment by a court. If the City exercises this right of offset, City shall provide Company with a detailed accounting of funds setting forth what portion of those amounts due to Company by City were used by City to pay other debts due and payable to the City. As conditions precedent to the exercise of any right of offset, (i) City shall provide Company notice at least fifteen (15) days prior to offsetting any debt determined to be due to City and stating that City intends to offset amounts due and payable to Company under this Agreement against such debts; (ii) Company shall have an opportunity to resolve or pay such debt to City within ten (10) days after receipt of notice before any offset to amounts payable under this Agreement may occur; and (iii) Company retains all rights to timely and properly contest whether or in what amount any debt is owed to City, and City may not offset any asserted amount of debt owed by Company during any period during which Company is timely and properly contesting whether such amount of debt is due and owing; provided, however, City may withhold any Property Tax Incentive Grant payment otherwise owing to Company at such time, to the extent of the debt then being contested by Company, until a final determination has been rendered in such contest (at which time such Property Tax Incentive Grant payment shall be offset and/or paid to Company, as appropriate pursuant to this paragraph).
16. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such

party may subsequently designate in writing) or on the day actually received as sent by courier or otherwise hand delivered.

If to City: City of Denison
300 W. Main St.
Denison, Texas 75020
Attn: City Manager

and to: Julie Fort
Messer, Fort, & McDonald, PLLC
6371 Preston Rd., Ste. 200
Frisco, TX 75034

If to Company: _____, Owner
____ Victron Energy, Inc.
____ 105 YMCA Drive
____ Waxahachie, TX 75168

17. **Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the Property Tax Incentive Grant. Other than any Related Agreements, there are no other collateral oral or written Agreement among the Parties that in any manner relates to the subject matter of this Agreement.
18. **Governing Law.** The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Grayson County, Texas. The Company agrees to submit to the personal and subject matter jurisdiction of said court.
19. **Amendment.** This Agreement may be amended by the mutual written agreement of the Parties.
20. **Recitals.** The recitals to this Agreement are incorporated as if fully set forth herein and relied upon by the Parties in deciding to enter into this Agreement.
21. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
22. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement as of the day and year first set forth above.

CITY:

THE CITY OF DENISON, TEXAS
a municipal corporation

By: _____

Printed Name: _____

Its: _____

COMPANY:

_____ **Victron Energy, INC** _____,
a Texas incorporated

company

By: _____

Printed Name: _____

Its: _____

EXHIBIT “A”
PROPERTY

EXHIBIT “B”
FINAL SITE PLAN
BUILDING ELEVATIONS

Line Table		
Line #	Length	Direction
L1	35.78'	N87° 22' 36"W
L2	15.00'	N2° 37' 24"E
L3	38.95'	S87° 22' 36"E
L4	6.58'	S78° 08' 53"W
L5	6.67'	N78° 08' 53"E
L6	67.23'	N22° 44' 41"W
L7	67.33'	S22° 44' 41"E
L8	149.92'	S49° 15' 10"W
L9	149.92'	N49° 15' 10"E
L10	77.95'	N18° 34' 27"E
L11	77.13'	S18° 34' 27"W

LEGEND

N NORTH
S SOUTH
E EAST
W WEST

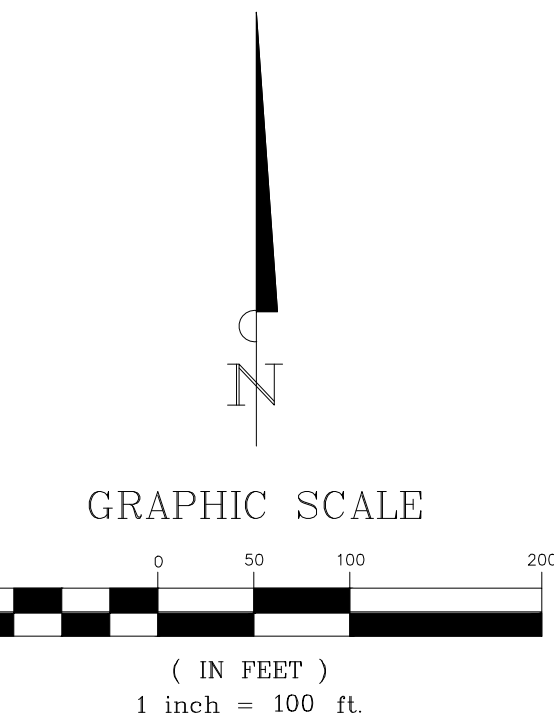
° DEGREES
' MINUTES/FEET
" SECONDS/INCHES

O.P.R.G.C.T.
OFFICIAL PUBLIC RECORDS
GRAYSON COUNTY, TEXAS

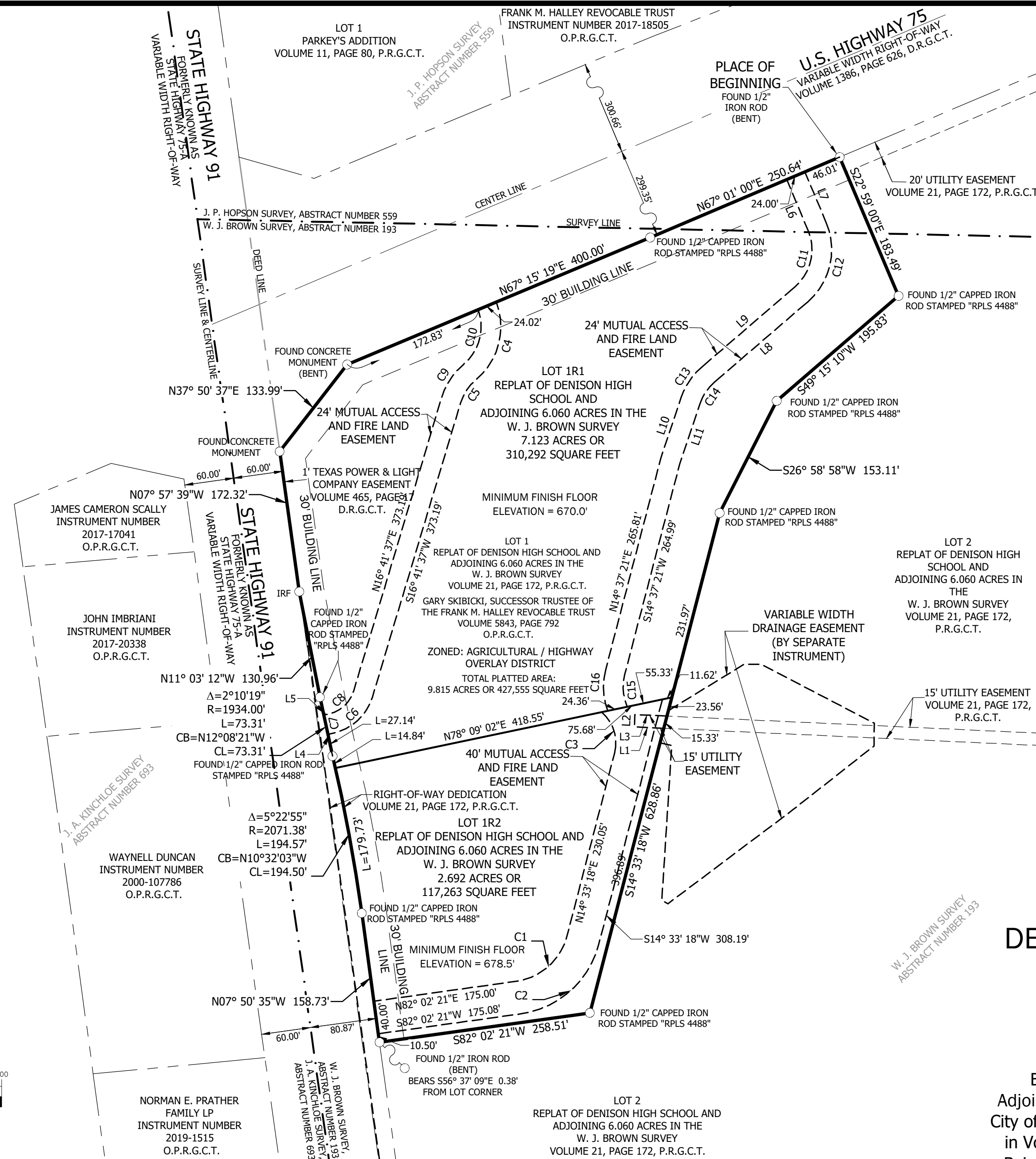
D.R.G.C.T.
DEED RECORDS
GRAYSON COUNTY, TEXAS

P.R.G.C.T.
PLAT RECORDS
GRAYSON COUNTY, TEXAS

IRF = 5/8" IRON ROD WITH
CAP STAMPED "RPLS
4838" FOUND



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	87.75'	74.50'	67°29'03"	N48° 17' 50"E	82.76'
C2	134.86'	114.50'	67°29'03"	S48° 17' 50"W	127.20'
C3	55.28'	49.50'	63°59'05"	N17° 26' 14"W	52.45'
C4	104.15'	84.00'	71°02'14"	S14° 35' 30"W	97.60'
C5	34.99'	60.00'	33°25'00"	S33° 24' 07"W	34.50'
C6	68.65'	64.00'	61°27'16"	S47° 25' 15"W	65.40'
C7	24.00'	1934.00'	0°42'40"	N12° 03' 56"W	24.00'
C8	42.90'	40.00'	61°27'16"	N47° 25' 15"E	40.88'
C9	48.99'	84.00'	33°25'00"	N33° 24' 07"E	48.30'
C10	73.63'	60.00'	70°18'34"	N14° 57' 20"E	69.09'
C11	75.40'	60.00'	71°59'51"	N13° 15' 15"E	70.53'
C12	105.55'	84.00'	71°59'51"	S13° 15' 15"W	98.74'
C13	44.98'	84.00'	30°40'44"	N33° 54' 48"E	44.44'
C14	32.13'	60.00'	30°40'44"	S33° 54' 48"W	31.74'
C15	40.04'	60.00'	38°14'21"	S4° 29' 50"E	39.30'
C16	51.09'	84.00'	34°50'52"	N2° 48' 05"W	50.31'



REPLAT OF
**DENISON HIGH SCHOOL ADDITION AND
 ADJOINING 6.060 ACRES IN THE
 W. J. BROWN SURVEY**
 LOT 1R1 and LOT 1R2

BEING a Replat of Lot 1, Denison High School Addition and Adjoining 6.060 Acres in the W. J. Brown Survey, an addition to the City of Denison, Grayson County, Texas, according to the plat recorded in Volume 21, Page 172, Plat Records, Grayson County, Texas, and Being 9.815 Acres out of the J. P. Hopson Survey, Abstract No. 559 and W. J. Brown Survey, Abstract No. 193
 City of Denison, Grayson County, Texas.

Prepared: August 2019
 SHEET 2 OF 3

EXHIBIT "A" 2

PREPARED BY: PROJECT NO. 172-19-002

BANNISTER
 ENGINEERING
 240 North Mitchell Road
 Mansfield, TX 76063 817.842.2094
 TBPLS REGISTRATION NO. 10193823

This plat filed in Instrument No. _____, Date: _____

ENGINEER / SURVEYOR:
 BANNISTER ENGINEERING, LLC
 240 NORTH MITCHELL ROAD
 MANSFIELD, TEXAS 76063
 CONTACT: MICHAEL DAVIS, RPLS
 PHONE: 817-842-2094
 Mike@bannistereng.com

OWNER:
 GARY SKIBICKI, SUCCESSOR TRUSTEE OF
 THE FRANK M. HALLEY REVOCABLE TRUST
 PO BOX 93987
 SOUTHLAKE, TX 76092
 CONTACT: FRANK HALLEY
 PHONE: 817-946-2491

DEVELOPER:
 VICTRON STORES, L.P.
 105 YMCA DRIVE
 WAXAHACHIE, TEXAS 75168
 PHONE: 469-517-2058
 CONTACT: MELINDA NELSON
 mnelson@VictronGroup.com

OWNER'S CERTIFICATE:

State of Texas §
County of Grayson §

WHEREAS, _____ is the owner of that certain 9.815 acres (427,555 square feet) of land in the P. Hopson Survey, Abstract No. 559 and W. J. Brown Survey, Abstract No. 193, City of Denison, Grayson County, Texas, and being all of that certain tract of land described as Lot 1, Replat of Denison High School Addition and Adjoining 6.060 Acres in the W. J. Brown Survey (hereinafter referred to as Lot 1), an addition to the City of Denison, Grayson County, Texas, according to the plat recorded in Volume 21, Page 172, Plat Records, Grayson County, Texas, said Lot 1 being more particularly described, by metes and bounds, as follows:

BEGINNING at a one-half inch iron rod found for the Northeasterly corner of said Lot 1, same being the Northerly Northwest corner of that certain tract of land described as Lot 2, Replat of Denison High School Addition and Adjoining 6.060 Acres in the W. J. Brown Survey (hereinafter referred to as Lot 2), an addition to the Denison, Grayson County, Texas, according to the Plat thereof recorded in Volume 21, Page 172, P.R.G.C.T., same also being the existing Southeasterly right-of-way line of U.S. Highway 75 (variable width right-of-way);

THENCE with the common line between said Lot 1 and said Lot 2 for the following 5 courses:

- 1. South 22 degrees 59 minutes 00 seconds East, departing the existing Southeasterly right-of-way line of U.S. Highway 75, a distance of 183.49 feet to a one-half inch iron rod with plastic cap stamped "RPLS 4488" found for corner;
2. South 49 degrees 15 minutes 10 seconds West, a distance of 195.83 feet to a one-half inch iron rod with plastic cap stamped "RPLS 4488" found for corner;
3. South 26 degrees 58 minutes 58 seconds West, a distance of 153.11 feet to a one-half inch iron rod with plastic cap stamped "RPLS 4488" found for corner;
4. South 14 degrees 33 minutes 18 seconds West, a distance of 628.86 feet to a one-half inch iron rod with plastic cap stamped "RPLS 4488" found for corner;
5. South 82 degrees 02 minutes 21 seconds West, a distance of 258.51 feet to a point for the Southwest corner of said Lot 1, same being the Westerly Northwest corner of said Lot 2, same also being the existing East right-of-way line of State Highway 91, formerly known as State Highway 75-A (variable width right-of-way), as recorded in Volume 21, Page 172, P.R.G.C.T., from which a one-half inch iron rod found bears South 56 degrees 37 minutes 09 seconds East, a distance of 0.38 feet;

THENCE North 07 degrees 50 minutes 35 seconds West with the common line between said Lot 1 and the existing East right-of-way line of said State Highway 91, a distance of 158.73 feet to the beginning of a curve to the left, whose long chord bears North 10 degrees 32 minutes 03 seconds West, a distance of 194.50 feet;

THENCE Northerly, continue with the common line between said Lot 1 and the existing East right-of-way line of said State Highway 91 and with said curve to the left having a radius of 2071.38 feet, through a central angle of 05 degrees 22 minutes 55 seconds, for an arc distance of 194.57 feet one-half inch iron rod with plastic cap stamped "RPLS 4488" found for the beginning of a curve to the right, whose long chord bears North 12 degrees 08 minutes 21 seconds West, a distance of 73.31 feet;

THENCE Northerly, continue with the common line between said Lot 1 and the existing East right-of-way line of said State Highway 91 and with said curve to the right having a radius of 1934.00 feet, through a central angle of 02 degrees 10 minutes 19 seconds, for an arc distance of 73.31 feet to a one-half inch iron rod with plastic cap stamped "RPLS 4488" found for corner;

THENCE North 11 degrees 03 minutes 12 seconds West, continue with the common line between said Lot 1 and the existing East right-of-way line of said State Highway 91, a distance of 130.96 feet to a five-eighths inch iron rod with plastic cap stamped "RPLS 4838" found for corner;

THENCE North 07 degrees 57 minutes 39 seconds West, continue with the common line between said Lot 1 and the existing East right-of-way line of said State Highway 91, a distance of 172.32 feet to a concrete monument found for corner, same being the intersection of the existing East right-of-way line of said State Highway 91 with the existing Southeasterly right-of-way line of said U.S. Highway 75;

THENCE North 37 degrees 50 minutes 37 seconds East with the common line between said Lot 1 and the existing Southeasterly right-of-way line of said U.S. Highway 75, a distance of 133.99 feet to a concrete monument found for corner;

THENCE North 67 degrees 15 minutes 19 seconds East, continue with the common line between said Lot 1 and the existing Southeasterly right-of-way line of said U.S. Highway 75, a distance of 400.00 feet to a one-half inch iron rod with plastic cap stamped "RPLS 4488" found for corner;

THENCE North 67 degrees 01 minutes 00 seconds East, continue with the common line between said Lot 1 and the existing Southeasterly right-of-way line of said U.S. Highway 75, a distance of 250.64 feet to the PLACE OF BEGINNING, and containing a calculated area of 9.815 acres (427,555 square feet) of land.

State of Texas §
County of Grayson §

We, the undersigned Owner of the land shown hereon, and legally described herein above, and designated herein as LOT 1R1 AND LOT 1R2, Replat of Lot 1, DENISON HIGH SCHOOL ADDITION AND ADJOINING 6.060 ACRES IN THE W. J. BROWN SURVEY, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water coursed, drains, easements and public places thereon sown on the purpose and consideration therein expressed.

We further acknowledge that the dedications and/or exactions made herein are proportional to the impact of the subdivision upon the public services required in order that the development will comport with the present and future growth needs of the City; I, my successors and assigned hereby waive any claim, damage, or cause of action that we may have as a result of the dedication of exactions made herein.

Owner:

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said county and state, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration thereof expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE

THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC in and for the STATE OF TEXAS

SURVEYOR'S CERTIFICATE:

I, Michael Dan Davis, a Registered Professional Land Surveyor in the State of Texas, does hereby certify that a survey was made on the ground of the property shown hereon under my personal and direct supervision, and that the corner monumentation meets and standards set according to the Subdivision Regulations of the City of Denison, Texas.

PRELIMINARY,
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE AND SHALL NOT BE
USED OR VIEWED OR RELIED UPON AS A FINAL
SURVEY DOCUMENT



Michael Dan Davis DATE:
Registered Professional Land Surveyor No. 4838
BANNISTER ENGINEERING, LLC
T.B.P.L.S. REGISTRATION NO. 10193823
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
Office (817) 842-2094

REPLAT OF
DENISON HIGH SCHOOL ADDITION AND
ADJOINING 6.060 ACRES IN THE
W. J. BROWN SURVEY
LOT 1R1 and LOT 1R2

BEING a Replat of Lot 1, Denison High School Addition and Adjoining 6.060 Acres in the W. J. Brown Survey, an addition to the City of Denison, Grayson County, Texas, according to the plat recorded in Volume 21, Page 172, Plat Records, Grayson County, Texas, and Being 9.815 Acres out of the J. P. Hopson Survey, Abstract No. 559 and W. J. Brown Survey, Abstract No. 193 City of Denison, Grayson County, Texas.

Prepared: August 2019
SHEET 3 OF 3

PREPARED BY: PROJECT NO. 172-19-002

BANNISTER ENGINEERING
240 North Mitchell Road
Mansfield, TX 76063 817.842.2094
TBPLS REGISTRATION NO. 10193823

EXHIBIT "A" 3

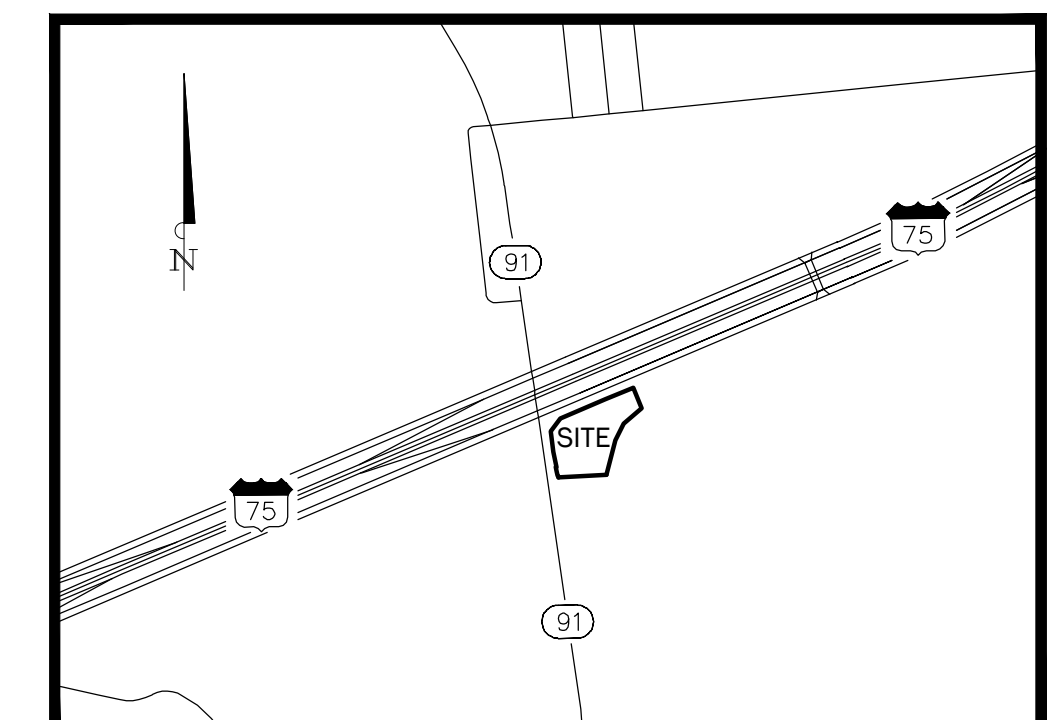
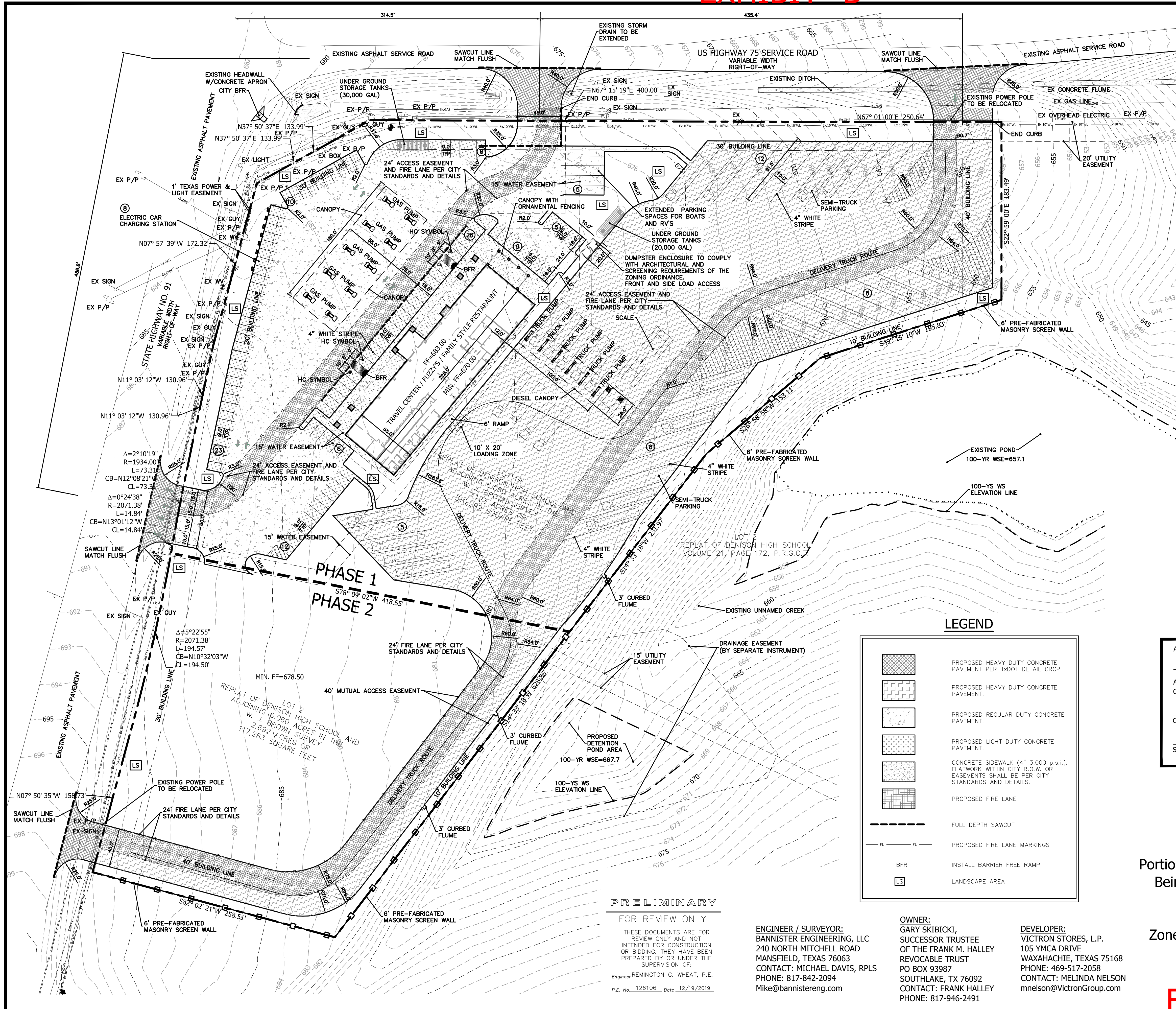
ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
Mike@bannistereng.com

OWNER:
GARY SKIBICKI, SUCCESSOR TRUSTEE OF
THE FRANK M. HALLEY REVOCABLE TRUST
PO BOX 93987
SOUTHLAKE, TX 76092
CONTACT: FRANK HALLEY
PHONE: 817-946-2491

DEVELOPER:
VICTRON STORES, L.P.
105 YMCA DRIVE
WAXAHACHIE, TEXAS 75168
PHONE: 469-517-2058
CONTACT: MELINDA NELSON
mnelson@VictronGroup.com

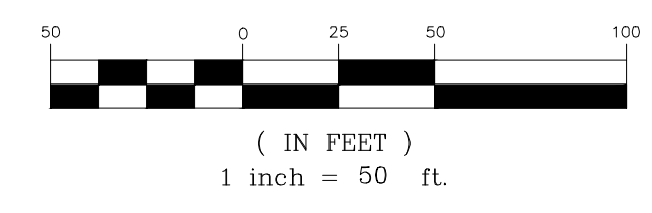
This plat filed in Instrument No. _____, Date: _____

EXHIBIT "B"



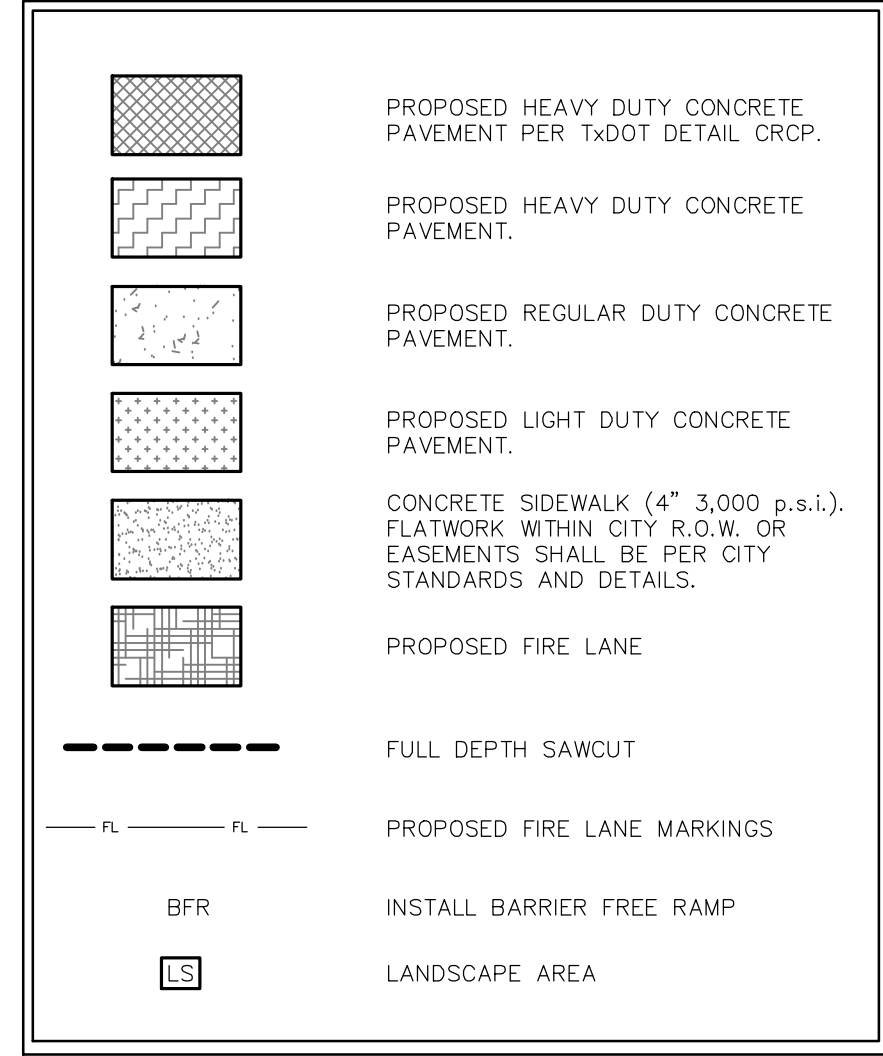
VICINITY MAP
NOT TO SCALE
DENISON, TEXAS

GRAPHIC SCALE



PHASE 1 SITE SUMMARY TABLE	
GENERAL SITE DATA	
ZONING	REGIONAL RETAIL WITH HIGHWAY OVERLAY DISTRICT
LAND USE	CONVENIENCE STORE / RESTAURANT
LOT AREA	LOT 1R - 310,292 S.F. (7.123 ACRES)
IMPERVIOUS AREA	267,197 S.F. (6.13 ACRES) 86% OF LOT
TOTAL BUILDING AREA (SQUARE FEET)	15,450 S.F.
BUILDING HEIGHT (STORIES)	42'-0" - 1 STORY
LOT COVERAGE (BUILDING)	4.98%
FLOOR TO AREA RATIO	1 : 20.08
PARKING REQUIREMENTS	
PARKING RATIO REQUIRED	FUZZY'S: 1 SPACE PER 100 SF CONVENIENCE STORE : 1 SPACE PER 300 SF
REQUIRED PARKING	FUZZY'S: 2,650 SF = 27 SPACES CONVENIENCE STORE: 12,800 SF = 43 SPACES
PARKING REQUIRED	70 SPACES
PARKING PROVIDED	97 SPACES
ACCESSIBLE / VAN ACCESSIBLE REQUIRED	4
ACCESSIBLE / VAN ACCESSIBLE PROVIDED	4

LEGEND



PRELIMINARY FOR REVIEW ONLY

THESE DOCUMENTS ARE FOR REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION OR BIDDING. THEY HAVE BEEN PREPARED BY OR UNDER THE SUPERVISION OF:

REMINGTON C. WHEAT, P.E.
Engineer
P.E. No. 126106 Date 12/19/2019

ENGINEER / SURVEYOR:
BANNISTER ENGINEERING, LLC
240 NORTH MITCHELL ROAD
MANSFIELD, TEXAS 76063
CONTACT: MICHAEL DAVIS, RPLS
PHONE: 817-842-2094
Mike@bannistereng.com

OWNER:
GARY SKIBICKI,
SUCCESSOR TRUSTEE
OF THE FRANK M. HALLEY
REVOCABLE TRUST
PO BOX 93987
SOUTH LAKE, TX 76092
CONTACT: FRANK HALLEY
PHONE: 817-946-2491

DEVELOPER:
VICTRON STORES, L.P.
105 YMCA DRIVE
WAXAHACHIE, TEXAS 75168
PHONE: 469-517-2058
CONTACT: MELINDA NELSON
mnelson@victrongroup.com

Approved for preparation of Detailed Site Plan

Approved this _____ day of _____, 2020, by the Planning and Zoning Commission of the City of Denison, Texas.

Chairman _____ Date _____

Secretary _____ Date _____

DETAILED SITE PLAN DENISON TRAVEL CENTER

LOT 1R AND LOT 2
Portion of Lot 1, Replat of Denison High School Addition
Being 9.815 acres (427,555 square feet) out of the
J. P. Hopson Survey, Abstract No. 559 and
W. J. Brown Survey, Abstract No. 193
Zoned: Regional Retail with Highway Overlay District
Lot Coverage: 4.98% (Building)
City of Denison, Grayson County, Texas

File: B:\Clients\172 (Victron)\172-19-002 (Denison Travel Center)\Civil\Sheet Set\C-2.1 Detailed Site Plan.dwg Date Plotted: 1/9/2020 9:37 AM Plotted By: rick



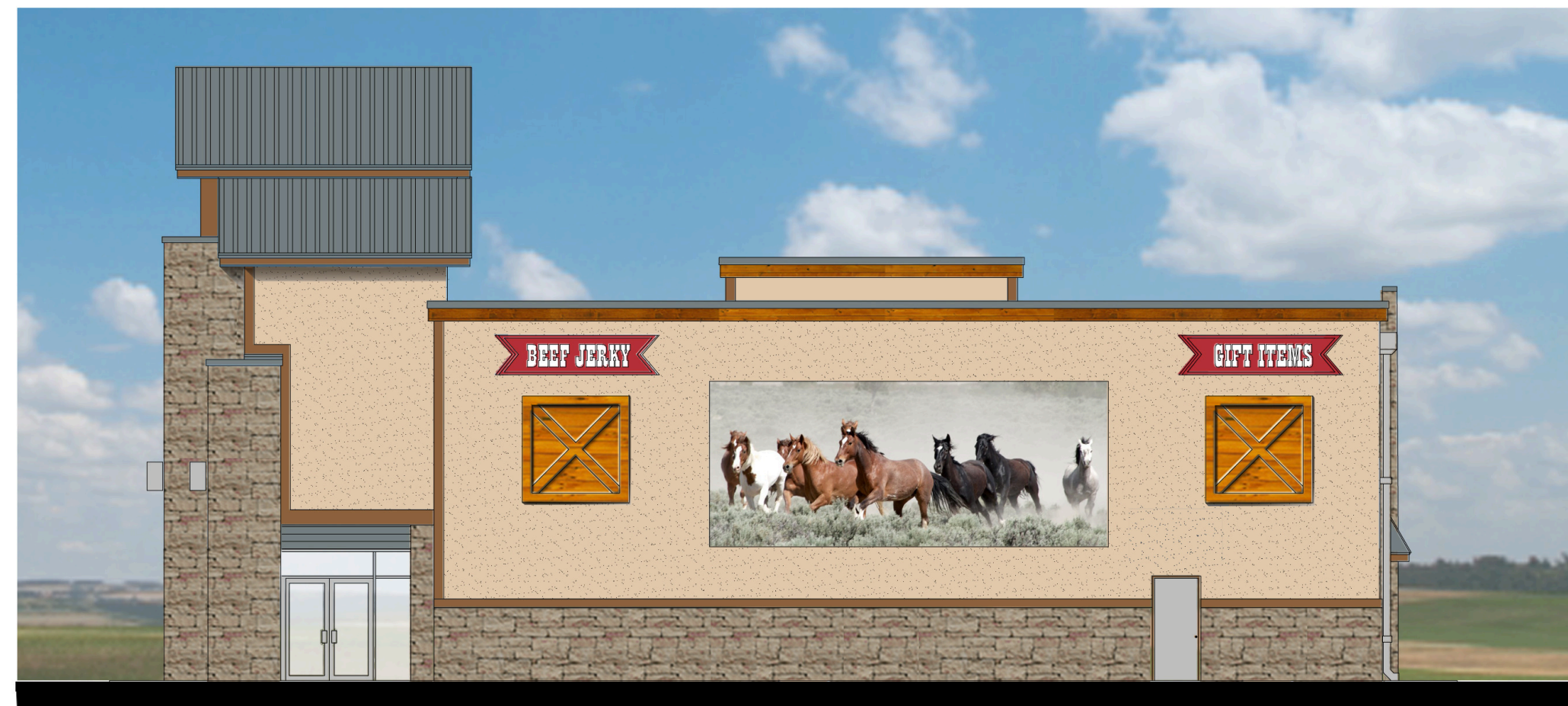
1 FRONT EXTERIOR ELEVATION
SCALE: SCALE: 1/8" = 1'-0"



2 REAR EXTERIOR ELEVATION
SCALE: SCALE: 1/8" = 1'-0"



3 LEFT EXTERIOR ELEVATION
SCALE: SCALE: 1/8" = 1'-0"



4 RIGHT EXTERIOR ELEVATION
SCALE: SCALE: 1/8" = 1'-0"

WT GROUP
Engineering with Precision, Pace and Passion
2875 Pratum Avenue | Hoffman Estates, IL 60192
T: 224.293.6333 | F: 224.293.6444
wtgrouping.com
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WT Group
Engineering • Design • Consulting

COLOR ELEVATIONS
DENISON, TX
VICTRON ENERGY, INC.



ISSUE

TO	DATE
CLIENT	6/18/19
CLIENT	9/16/19
CLIENT	12/18/19

CHECK: EN
DRAWN: EN
JOB: 1912202D
A201
EXTERIOR ELEVATIONS

EXHIBIT "B" 2