CITY OF DENISON
CITY COUNCIL MEETING
AGENDA

Monday, September 18, 2023

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on **Monday, September 18, 2023, at 6:00 PM** in the Council Chambers at City Hall, 300 W. Main Street, Denison, Texas at which the following items will be considered:

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

2. PROCLAMATIONS AND PRESENTATION

A. Constitution Week Proclamation.

B. National Night Out Proclamation.

3. PUBLIC COMMENTS

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

4. CONSENT AGENDA

A. Receive a report, hold a discussion and take action on approving the Minutes from the September 5, 2023, Regular City Council Meeting.

B. Receive a report, hold a discussion and take action on the reappointment of Brian Hander, J.C. Doty and Michael Courtright as members of the Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2), each to serve a two-year term, and the appointment of Michael Courtright to serve as Board Chair for a one-year term, effective October 1, 2023.

C. Receive a report, hold a discussion and take action on an Ordinance amending Chapter 2, "Administration", Article II, "Authorities, Boards, Committees and Commissions", Division 1, "Generally", Section 2-46, "Residency Requirements for Certain Appointees" to ensure applicability of residency requirements to all authorities, boards, committees and commissions.

D. Receive a report, hold a discussion, and take action on the appointment of Juliet West as a New Member to the Public Library Advisory Board.

E. Receive a report, hold a discussion and take action on an Ordinance providing for the adoption of a Comprehensive Fee Schedule for various goods, services, activities, permits and licenses for FY2024.

F. Receive a report, hold a discussion, and take action on a Service Agreement in the amount of $63,240.32 between the City of Denison and Madden Media for a twelve-month digital marketing program with website hosting, and authorize the Interim City Manager to execute the same.

G. Receive a report, hold a discussion and take action on an Ordinance amending Chapter 13, "Nuisances", Article III, "Abandoned Vehicles", Section 13-40, "Definitions", and Article IV, "Junked and Inoperable Vehicles, Section 13-73(G), "Inoperable Vehicles and Inoperable Motor Vehicles – Abatement and Removal".

H. Receive a report, hold a discussion and take action on the appointment of Charlie Pool as a new member to the Building and Industrial Corporation, Inc., d/b/a Denison Development Alliance, Board of Directors, to serve a three-year term, commencing on October 1, 2023, and the appointment of Jared Johnson to serve as the Board Chair for a period of one-year, effective October 1, 2023.

I. Receive a report, hold a discussion and take action on a Wholesale Water Contract with Diamond Pointe Home Owners Association, and authorize the Interim City Manager to execute the same.

J. Receive a report, hold a discussion and take action on an ordinance repealing Chapter 11 "Miscellaneous Offenses," Article II, "Curfew for Minors", of the Code of Ordinances to repeal regulations imposing a curfew on persons under the age of 17 and the associated criminal penalty.

5. PUBLIC HEARINGS

A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone property legally described as all of Lot 4, Block 32 of the Original Town Plat to the Cit of Denison, Grayson County, Texas as shown by plat of record in Volume 28, page 362 of the Deed Records of Grayson County, Texas; also known as 114 W. Sears Street, GCAD Property ID No. 142987, from the Commercial (C) Zoning District to the SF-5, Single Family Residential Zoning District, to allow for residential use. (Case No. 2023-077Z).

B. Receive a report, hold a discussion, conduct a public hearing and take action on proposed amendments to the landscaping requirements contained in Section 28.51 and Appendix C of the Zoning Ordinance (Case No. 2023-087ZO).

6. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Receive a report, hold a discussion and take action on approving the Discover Denison 2023-2025 Strategic Planning Document for the Denison Convention and Visitors Bureau Board of Directors.

B. Receive a report, hold a discussion and take action on approving a 10-year Lease Agreement with Motorola Solutions to implement a Public Works trunked radio system that will enhance field operations and improve critical emergency communication, and authorize the Interim City Manager to execute the same.

7. EXECUTIVE SESSION

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

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

1. Confer with City Attorney regarding City of Denison vs. AB Sherman Holding Company, LLC, as to the properties located at 1527 S. Austin Avenue and 2824 W. Crawford Street.

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

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

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

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

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

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

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

CERTIFICATION

I do hereby certify that a copy of this Notice of Meeting was posted on the front window of City Hall readily accessible to the general public at all times and posted on the City of Denison website on the 15th day of September 2023, before 6:00 PM.

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Christine Wallentine, City Clerk

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

CITY OF DENISON
CITY COUNCIL MEETING
MINUTES

Tuesday, September 5, 2023

Announce the presence of a quorum.

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

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

   Alton Blakely, Pastor of Mount Olive Baptist Church gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by members of Parkside Baptist Church Kids Ministry.

2. PUBLIC COMMENTS

   Mayor Gott called for any public comments at this time and reminded those wanting to comment of the guidelines established by the City Council. Christine Wallentine, City Clerk, confirmed receipt of one Request to Speak Card regarding the Waterloo Pool agenda item from Ms. Diana Williams. Mayor Gott asked Ms. Williams if she would like to provide comments at this time or wait until the Council addresses the item on the agenda. Ms. Williams opted to wait until the Council addressed the item under Items for Individual Consideration. There were no other Request to Speak Cards received. Therefore, no public comments were heard at this point in the meeting.

3. CONSENT AGENDA

   A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on August 21, 2023.

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

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

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

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

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

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

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

Council Action

On motion by Council Member Hander, seconded by Council Member Thorne, the City Council unanimously approved, **Resolution No. 4140**, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, MAKING A NOMINATION TO THE BOARD OF DIRECTORS OF THE GRAYSON CENTRAL APPRAISAL DISTRICT; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW"; **Ordinance No. 5307**, "AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 26, "UTILITIES" OF THE CODE OF ORDINANCES OF THE CITY OF DENISON BY AMENDING SECTION 26-148 TO ADOPT A NEW WATER CONSERVATION PLAN; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW"; and the rest of the Consent Agenda as presented.

4. PUBLIC HEARINGS

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

Council Action

Laurie Alsabbagh, Finance Director, stated she was here this evening to finalize the budget. There have been many hours of planning, meetings, and discussions, including a budget workshop in June. The proposed budget has been posted on the City's website since August 11, 2023, and has been made available to the public through the City Clerk's Office. The public hearing and adoption of the budget is set for this evening, September 5, 2023. Ms. Alsabbagh then went over the final figures. With regard to the General Fund, we budgeted for ending the current year with 63 days of reserve. Staff is anticipating ending with 66 days. For FY 2024, we are budgeting with the plan of ending at 60 days of reserve. The revenues reflect a 15.6% increase over last year, and the expenses reflect a 15.9% increase over last year. With regard to the Utility Fund, we budgeted to end the year with 85 days of reserve, but we're anticipating ending at 66 days. For FY2024, the budget shows us to end at 60 days of reserve, which is the minimum days of requirement. With regard to restricted funds, there are over 50 restricted funds. The money held in these funds is for restricted purposes and cannot be used for general operations. We anticipate beginning FY2024 with $56 million and ending with $31 million. Please note the majority of these funds are bond funds that are designated for certain water and sewer projects or street projects or other general bond projects. So, to recap, this budget will support over $440,000 in general capital funding and $640,000 in utility capital funding. It also supports increased costs due to operations. Costs such as electricity, insurance costs, supplies cost increases, and not to mention market and cost of living adjustments for personnel. Staff recommends holding a public hearing and funding the projects and operations identified in the budget and also approving the fiscal year 2024 budget and ordinance as presented.

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

Council Member Hander thanked Ms. Alsabbagh and her team for what they have done. Council Member Hander went on to say the Council always lays out what they want as well as the priorities for the City and Ms. Alsabbagh and her team did a fantastica job in getting us here.

There was no further discussion or questions from Council.

Mayor Pro Tem Crawley moved to approve the ordinance adopting the City of Denison budget for the fiscal year beginning October 1, 2023, and ending on September 30, 2024, and appropriating the funds for the various funds and purposes of such budget, which was seconded by Council Member Hander. Mayor Gott then directed the City Clerk to conduct a roll call vote. A roll call vote was conducted by Christine Wallentine, City Clerk, with the results as follows:

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

After a tally of the roll call vote, the City Council unanimously approved Ordinance No. 5308, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, ADOPTING THE BUDGET FOR THE CITY OF DENISON FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023; AND ENDING ON SEPTEMBER 30, 2024 FOR THE CITY OF DENISON; AND APPROPRIATING FUNDS FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW."

B. Receive a report, hold a discussion, conduct a Public Hearing and take action on an ordinance approving the assessment roll as certified by the Board of Review of the Grayson Appraisal District in the amount of $2,578,839,778; levying the ad valorem taxes of the City of Denison, Texas on all property, both personal and real, in the City of Denison for the year 2023 in the amount of $0.652034 for each one hundred dollars of assessed valuation, and providing for the apportionment of such ad valorem taxes.

Council Action

Laurie Alsabbagh, Finance Director, reported that the budget just approved reflects General Fund revenue totaling over $46.1 million. This total is supported in part by the proposed tax rate of $0.652034. This is the same tax rate the City of Denison has had since 2015. This rate is higher than the no new revenue rate of $0.642342 and is lower than the voter approval rate of $0.859743. The Grayson Central Appraisal District has assessed the City of Denison appraisal values at $2,578,839,778. Staff recommends holding a public hearing and adopting the ordinance approving the assessment role and setting the tax rate at $0.652034.

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

There was no discussion or questions from Council.

Mayor Pro Tem Crawley moved to approve the ordinance approving the assessment roll as certified by the Board of Review of the Grayson Appraisal District in the amount of $2,578,839,778; levying the ad valorem taxes of the City of Denison, Texas on all property, both personal and real, in the City of Denison for the year 2023 in the amount of $0.652034 for each one hundred dollars of assessed valuation, and providing for the apportionment of such ad valorem taxes, which was seconded by Council Member Thorne. Mayor Gott then directed the City Clerk to conduct a roll call vote. A roll call vote was conducted by Christine Wallentine, City Clerk, with the results as follows:

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

After a tally of the roll call vote, the City Council unanimously approved Ordinance No. 5309, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, APPROVING THE ASSESSMENT ROLL AS CERTIFIED BY THE BOARD OF REVIEW OF THE GRAYSON APPRAISAL DISTRICT IN THE AMOUNT OF TWO BILLION, FIVE HUNDRED SEVENTY-EIGHT MILLION, EIGHT HUNDRED THIRTY-NINE THOUSAND, SEVEN HUNDRED SEVENTY-EIGHT ($2,578,839,778), LEVYING THE AD VALOREM TAXES OF THE CITY OF DENISON, TEXAS, ON ALL PROPERTY, BOTH PERSONAL AND REAL, IN THE CITY OF DENISON, FOR THE YEAR 2023; AND PROVIDING FOR THE APPORTIONMENT OF SUCH AD VALOREM TAXES; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW."

5. ITEMS FOR INDIVIDUAL CONSIDERATION

A. Receive a report, hold a discussion, and take action to ratify the property tax increase reflected in the FY2024 Budget.

Council Action

Laurie Alsabbagh, Finance Director, stated that if the City is adopting a budget that requires more property tax revenue than the previous year, then Council must also vote to ratify this tax increase that supports the budget. So, even though our tax rate will remain the same at $0.652034, due to the increased property values and new properties added to the roll, this will increase our overall tax revenue, which requires Council's action. Therefore, staff recommends approval of this tax increase that is reflected in the fiscal year 2024 budget.

There was no discussion or questions from the Council.

Council Member Hander moved to ratify the property tax increase reflected in the FY2024 Budget, which was seconded by Mayor Pro Tem Crawley. Mayor Gott then directed the City Clerk to conduct a roll call vote. A roll call vote was conducted by Christine Wallentine, City Clerk, with the results as follows:

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

After a tally of the roll call vote, the City Council unanimously ratified the property tax increase reflected in the FY2024 Budget.

B. Receive a report, hold a discussion, and take action on the proposed Denison Development Alliance FY2024 Budget.

Council Action

Laurie Alsabbagh, Finance Director, reported the Dennison Development Alliance, or DDA, is funded primarily through sales tax. As Council knows, their purpose is to help stimulate growth in our local economy. The DDA Board of Directors met and approved their fiscal year 2024 budget on August 16, 2023. Ms. Alsabbagh then introduced Tony Kaai, President and Certified Economic Developer, who presented DDA's budget to Council for approval.

Tony Kaai, President of Denison Development Alliance, came forward and greeted the Council. Mr. Kaai pointed out that a copy of DDA's budget has been placed at each Council Member's seat at the dais. First off, Mr. Kaai explained with regard to the sales tax revenue, they had previously budgeted 8%. However, this year, they project having an average of 12% increase in sales tax, which is pretty phenomenal. Mr. Kaai stated for the first 20 years he was with DDA, it was about a 2-3% year over year increase. So, things are getting better. Mr. Kaai next highlighted the property tax income from Florestone and explained for the new Council Members that DDA did a build to suit for Florestone. In 2015, as part of the incentive package for them, they locked in a 20-year note, Mr. Kaai believes at 7% interest. What happened is one of DDA's Board Members at the time said why don't we pay that note off in 15 years, which they did. So, DDA received five more years of lease payments, which was a $2 million windfall for the City of Denison. In just this last couple of weeks, they're paying the lease off early., So, we just deposited about $800,000 of the remaining part of their lease. Mr. Kaai then went over property sales tax, a new item on this year's budget. Property sales income, historically, we gave land away, but things are changing and so now we've got several contracts on different pieces of property in the industrial park, which we are pricing at $50,000 an acre. So, there's some speculation in that just because it is under contract doesn't mean it's going to close, but if it does, this is what we have under contract so far. As far as administrative expenses, you can see the comparison between the last year where we're adding $25,000 for the consultant fees because of all activity we have on our properties. This involves engineering and Geotech reports and some other reports that we may need to fund with all the activity. We also have liability insurance as an expense and Mr. Kaai is sure everyone is familiar with what's going on in the insurance business, that is if you can even get insurance. In some states you cannot get insurance, but this is a pretty significant jump. Mr. Kaai stated he did try to negotiate the premium down, but there was no room to get that. Next Mr. Kaai discussed program expenses under workforce development. DDA has put in $150,000 For a matching grant through Workforce Texoma and the state. Mr. Kaai is still working on this to see if it is something they want to do. In working with the ISD, Sherman got last year's allocation, and so they have an electronic engineering lab at Sherman ISD. Funding will start for the next round on October 1. So, they can get up to $150,000 match. For that lab itself is around $200,000. This is to get our students in a position to be employed in the tech sector, and there is going to be a lot of really quality jobs for our students. So, we want to make sure they're trained. They will be working with Janie over at Workforce Texoma. The other items, mainly property development, obviously we're selling property we're putting in water and sewer, getting our other parks ready to go. We're targeting the tech sector, which are the suppliers to those two semiconductor plants in Sherman. These are pretty much the same numbers they have had. They have added a little bit to reclamation and setup because they are down to the very final major ones that they need to get the facade off of. So, they may have to stretch out a little bit to get these done. Marketing is

basically the same agenda we have every year. They do not spend that much money in marketing, but they can be allowed to allocate that much in case something comes up and they really want to do some major campaign. They typically spend around $70,000 in marketing.

There was no discussion or questions from Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Thorne, the City Council unanimously approved the proposed Denison Development Alliance FY2024 Budget.

C. Receive a report, hold a discussion, and take action on a Professional Services Agreement with Plummer Engineering for engineering, project management, and construction services related to the Northwest Denison Development, or NWDD, utilities project, in the amount of $5,774,713, and authorize the Interim City Manager to execute the same.

Council Action

Fanchon Stearns, CIP/Engineering Manager, reported this item is the rest of the engineering to get water and sewer out to Preston Harbor and the FM 84 corridor here in Denison Several of these are actually under construction. This item is to bring the rest of those elements to 100% design and then support the construction after they've been designed, and a bid has been awarded. The City has worked with Plummer Engineering for over 30 years now. So, we think they are the ones to help with this project. They've done some major water and sewer projects in Denison, and some that are in development right now. Ms. Stearns then went over the elements included in this contract which includes phase two and three of the 24 inch northwest water line, phase four and five of the 36 inch sewer interceptor, the sanitary sewer truck receiving station, Preston Harbor lift station and the force mains. The 12 inch FM 84 waterline improvements that have been completely designed in a separate contract, is moving forward with construction right now. Phase one of the 24 inch northwest water line was included in the Lake Texoma Raw Water Pump Station Project, which is currently under construction. Phase one of the sewer interceptor is under construction right now, and we are moving forward with phase two and three of that project also. Ms. Stearns mentioned that the Director of Marketing, Alan Tucker with Plummer Engineering, and CEO and President of Plummer Engineering, Chris Young, were present for any questions.

There was no discussion or questions from Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Hander, the City Council unanimously approved a Professional Services Agreement with Plummer Engineering for engineering, project management, and construction services related to the Northwest Denison Development, or NWDD, utilities project, in the amount of $5,774,713, and authorized the Interim City Manager to execute the same.

D. Receive a report, hold a discussion and take action on repairing or replacing the enclosure structure at Waterloo Pool.

Council Action

Justin Eastwood, Parks and Recreation Director, stated that in July of 2023, the City of Denison retained the services of Huitt-Zollars to conduct a structural assessment of the Waterloo Pool enclosure. The assessment determined the enclosure is in inadequate condition due to the nature of corrosion that has taken place in the steel members and lack of a well defined lateral load resisting system. Because of the level of damage, the 2018 existing building code requires the building to be brought up to the current building code. In the near term, use of the pool enclosure should cease during periods with wind speeds predicted to be more than 25 miles an hour, as the cover of the bases can actually fail. As a result, two solution options for consideration are provided; repair the natatorium structure and enclosure or completely replace the natatorium structure and enclosure. There is flexibility within both options and depending on what direction is given to move forward, staff would work diligently with Huitt-Zollars to create a design that works for the City. Option A is a 20-year option that will allow the structure to last 20 years with the process in total taking about six months. It is the repair of damaged items. Staff would seek to have a new HVAC system, as we don't currently have one, and dehumidifiers; system strengthening of the shelter as a whole, with the total cost coming in at $2.4 million. Something that is worth noting is because transitions will take place, we will not be grandfathered with certain things that are occurring currently. So, for example, per the International Code Council, which the City adopts, the Denison Independent School District would not be able to utilize this facility any longer because there would not be an adequate storm shelter with this option. Option B and C are very similar with the main difference is that this would be a replacement of the structure in its entirety, which would give us roughly 50 years of a new structure and the process from start to completion is estimated to be 12 months. As noted, everything will be replaced within the enclosure and there will be an enclosure for the mechanical room, new electrical lighting and electrical components. We would also seek to have an HVAC and humidifier system. The total project here would be roughly $4.8 million. Payments for either option will come out of the Parks and Recreation Fund, the aquatic fund fee and likely the general fund to cover potential loan payments. Staff makes no recommendation and rather seeks direction from Council on their preferred option; Option A or Option B. Additionally, staff is seeking direction and determining if the pool should remain closed or resume operations leading up to construction. As a recap, use of the pool should cease when winds are 25 miles an hour or higher. If we decide to open during that time period, staff will seek to accommodate community access by creating standard operating procedure and policies to consider wind speeds, and there will of course be different considerations as a result.

Mayor Gott confirmed the construction time for both options. Option 1 would take approximately 6 months and Option 2 would take approximately 12 months. Council Member Hander asked about Option 2 being the only option where the ISD could use the facility, which Mr. Eastwood confirmed. Julie Fort, City Attorney, responded this is something that needs to be double checked. The laws that were adopted to require schools to start having these safe room, uses the term educational facilities, and it talks about construction of educational facilities or additions to existing educational facilities. Ms. Fort stated she did not know that these terminologies would extend to making a city swimming pool an educational facility. Since this just came up this afternoon, Ms. Fort stated this would be something she would need to double check to see if this is accurate.

Council Member Hander asked with the new structure lasting 20 or 50 years, what is the life left in the pool. Mr. Eastwood replied they would probably want to get another facility assessment specifically for the pool, but staff believes, based on information they have now, it could probably last another five years, but this is not the significance of what is being looked at here as that would most likely be a much lower cost. Council Member Courtright added his thoughts about a third option where the pool is redone at the same time as the shell. If we are going to spend $5 million, why not get something out of it that is going to last. People love Waterloo Pool. So, it may be worth considering a third option.

Mayor Gott asked to hear from Huitt-Zollars. Mayor Gott stated her understanding is that the damage we see now is because of the chlorine and asked if this was correct. John Ho with Huitt-Zollars came forward and responded this is correct. Mr. Ho also introduced William Wallace, Senior Structural Engineer with Huitt-Zollars, who did the assessment and stated they will try their best to answer the Council's questions. Mayor Gott added the chlorine is not going to go away. If the chlorine is causing the damage, this will not go away in a future facility. Mr. Ho confirmed this was correct, which is why for both Options A and B, they recommended an HVAC system with a humidifier in order to prevent or minimize the chlorine accumulation within the pool structure. Mayor Gott asked if there was any benefit to be had by converting the pool to salt water. Ronnie Bates, Public Works Director, responded that the issue that came up when investigating the use of salt water was that because of the amount of use the pool gets, chlorine is what kills and disinfects the pool. Salt would not be able to keep up with the quantity of use, as it is mainly used for a smaller, residential type situation. The salt would cause more corrosion. Mr. Bates added that the current structure was not coated with anything like a PVC lining or cover over the metal. With the new structure, it would be covered and coated, so it would last a lot longer. The key thing is that you've got to get the humidity and the chlorine gas out of the building. It needs to be exhausted out and if you put in an AC type HVAC, it will last a whole lot longer. William Wallace, Senior Structural Engineer with Huitt-Zollars addressed the comment about the need for a storm shelter. The swimming pool is an extension of the school. They have school sanctioned events here, the Yellow Jacket symbol is here, school records are displayed, and so it is the same as if that pool was on the property of a K through 12. Mr. Wallace said both options have a storm shelter included in the price. Mr. Ho added that they plan to armor the entry, the concession and restroom areas. So, both options include armoring a safe room. Mayor Gott thanked Mr. Ho and Mr. Wallace for the clarification because it would make no sense to move forward with something that disqualifies usage by our school system.

Council Member Courtright asked if there was lightning would they still have to clear the pool. Mr. Wallace said they can put lightning protection in. Mr. Ho responded that under Option 1 or A, this would just be a repair or the structure. They would not be replacing the roof. However, with Option 2 or B, there would be a new roof and lightning protection can be added.

Council Member Thomas said since a lot of this is pivoting on Denison ISD and the usage they would have; would it be too much to ask to see if they would be willing to bear some of the cost of the renovation. Mayor Gott responded that they pay for usage of the pool. So, there is nothing that says you can't ask the question, but it is highly unlikely that they would participate in a facility that does not belong to them. Mayor Gott then called Ms. Williams up to the podium who provided the following information for the record:

Name: Diana Williams

Address: 740 Glenwood Drive
Denison, TX

Ms. Williams stated she was just hearing all of this information for the first time this evening, but she came to ask the Council to please think about either replacing or repairing the pool. It is such a vital part of the community. We have seniors who go here, anywhere from 65 to 80, that come out just about every day. If you could see these people coming with their walkers and their wheelchairs and their canes. Ms. Williams added that her mother-in-law is 94 years old, and she goes to the pool and would not be able to walk if it was not for the pool. It is such a need in this community. Ms. Williams also asked the Council to consider the kids that take swimming lessons here. We live on Lake Texoma and our kids need to know how to swim. We have taught hundreds of children how to swim in our community. Also, our firemen do underwater rescue training, our swim team comes from the high school and all ages come by, and we sponsor meets several times per year to bring people into our community. Ms. Williams pleaded with the Council to repair the pool because she doesn't know what these people would do if we closed the pool.

Mayor Gott reiterated there are two options before the Council. They both have been explained. Mayor Gott added the Council needs legal advice to make sure that we're moving forward with something that makes sure it continues to be used by our school system, because they are a partner in this community, and we don't want them to have to go look somewhere else to be able to practice. These are our kids. So, we need to hear from the Council whether we bring the structure up to code, which is what I'm hearing you say that it doesn't meet code now. So, it is a given that we have to bring it up to code. Do we go with $2.4 million and bring it up to code and then address the pool in five years, or another option at that point in time, as we move down the road? Or are going we look at Option 2, which is twice that at $4.8 million, which gives us a new enclosure, but still does not address the pool? The other thing that must be addressed is what is the Council's pleasure in terms of shutting down the pool down? Or do we adjust and put into place a safety protocol that says that if the winds reach 25 miles an hour, we have to shut it down and clear the pool? This is what the Council needs to make a decision about tonight.

Council Member Courtright stated he would like to keep the pool open and just have safety protocols until this gets fixed. If we are going to hold off on the pool, and reassess and redo it, I think we do Option 1. If we want to do something now to make it last a long time and go with Option 2, then we need to look at redoing the whole pool right now and just get it all done at once. Instead of spending $5 million and then redoing the pool again.

Council Member Hander said that when Mayor Pro Tem Crawley and he served on the school's bond committee recently, a big thing in the community if there is no real taste anymore for band aid fixes. You know, we've had to do that because of the way costs and everything and just the way the city was doing at that time, which is completely understandable. Everyone is kind of moving towards we need to do the permanent fix. So, Council Member Hander would be for the $4 million option as well. Council Member Hander also asked if there is a way, we could see a master plan for this site so we know it can accommodate more people? Can we add more parking spaces as we need them?

Otherwise, it's not worth it to build something that's going to last a few years, and we can't use it for 50 years.

Mayor Gott reminded Council that at the Vision 2040 of the things that came out in the top 20 was an aquatic center, which is different from Waterloo pool. If we had everything in place right now, it would take at least four years before that could be accommodated. If we had the land and we had the partnership and we had it all pulled together, it would be at least four years before we could do that. So, if our if our intent is to dream greater, and do something greater than do we want to spend $4.8 million, and then turn around and try to sell to the community that we want to build an aquatic center that addresses the needs of all including small children. Council Member Courtright stated this was a good point. If, as a City, we are planning to build an aquatic center somewhere within the next ten years, then maybe Option 1 is good to hold off for ten year until we get a big aquatic center type building, if that is our goal.

Ronnie Bates, Public Works Director, added that something to think about is when he was talking about the replacement or repair of the pool, in five years, he's not talking about a major rehab. We are looking at just some repair work that can be done and then extend the life. The other thing is, even if you are planning on doing an aquatic center, ten years in the future, if we do Option B, for example, you could have two locations. This way the aquatic center could be for the senior folks and other things going on, and then use this one for the kids or for the school or something along those lines. The other thing is if you do total rehab of the pool, you are looking at pool being down for a couple of years. So, if we were to actually take the top off, to redo the pool is going to be 18 months or more by the time for that work, and so it would be completely down. If you did that rehab after you had the aquatic center, then you would have another space to fall back on. Mr. Bates also strongly cautioned about leaving the pool open during this time of six months.

Justin Eastwood, Parks and Recreation Director, thanked Mr. Bates and added they did not get an actual assessment, but we have some staff that are experts in the field and felt the pool itself could be roughly a quarter of a million dollars. So, not so significant. Mr. Eastwood said, as Mr. Bates mentioned, if staff does have a standard operating procedure, they will do their due diligence to put the standard operating procedures in place for the closure of the pool. Mind you, there's going to be a lot of variables, like if we get to, you know, 23 miles an hour, sort of thing or projected winds. There is just a lot of different considerations we need to keep in place and we could operate within the framework we have and make it happen.

Mayor Gott asked if the enclosure was done now, what prevents us from doing the rest of the work later? Mr. Eastwood responded that the repairs were taking out sections and actually replacing these sections where the other option would be completely new everything. In talking with the Huitt-Zollars group and the architect, there is some flexibility. We all have in our minds what the pool looks like now, but it may not be the exact same materials moving forward. There may be some other options. Mayor Gott responded that in the long run we have to have some way to pay for this. We’ve got $400,000 that can support debt service for however long we don’t know. It depends on whether we go with Option 1 or Option 2. At some point, it is highly likely that most, especially if we go with Option 2, that we will have to tap the General Fund in order to be able to pay for it. Council Member Thomas stated with the repair option, it will minimize

the downtime, minimize cost and the funds that we won't have to tap into. We can allocate for this for our future aquatic center and just be able to get our community back in the pool by the time Summer gets here.

Council Member Hander added this is a tough decision because you spent the $4 million and it lasts so much longer. If we needed to reuse it as a different facility, or if it becomes our Parks and Rec Center or Public Works Office and that kind of thing. It's hard to know. Council Member Hander does not think Waterloo pool is the prettiest structure out there and isn't sure it puts our best face forward. It depends on how far down the road and Aquatic Center is. If it is 10, 15 or 20 years out, it is probably worth it to upgrade the lighting and the whole structure itself. Council Member Hander said he did agree with staff about keeping the pool open. If he were in charge there, he would just be watching KTEN or KXII all the time to see what the wind speed is. Then staff is going to have to deal with getting everyone out and hoping you get them out quickly enough before something happens. Council Member Hander said he would hate to close it, but he would also hate to be the one making the call when winds hit 25 MPH. Mayor Gott responded that the Council needs to make a decision about closing the pool and to what level we repair or replace it. Council Member Courtright mentioned the thought he keeps having is that if the plan is and the community wants to have a big aquatic center, his thought is to do Option 1, which gives us another 20 years with Waterloo Pool, and then do the aquatic center.

On motion by Council Member Courtright, seconded by Council Member Hander, the City Council unanimously approved Option 1, to repair the structure in the amount of $2.4 million, and the pool will remain open unless the winds get above 25 MPH.

6. EXECUTIVE SESSION

The Council then adjourned into Executive Session at 6:58 p.m. pursuant the Chapter 551, Texas Government Code, in accordance with the Authority:

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

1. Confer with City Attorney regarding Alternate Judge.

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

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

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

1. Alternate Judge.

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

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

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

RECONVENE INTO REGULAR SESSION

The Council then reconvened into Regular Session at 7:25 p.m. and took the following action:

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

1. Confer with City Attorney regarding Alternate Judge.

Council Action

No action taken.

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

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

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

1. Alternate Judge

Council Action

No action taken.

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

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

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

There being no further business to come before the Council, the meeting was adjourned at 7:25 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 the reappointment of Brian Hander, J.C. Doty and Michael Courtright as members of the Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2), each to serve a two-year term, and the appointment of Michael Courtright to serve as Board Chair for a one-year term, effective October 1, 2023.

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

Summary
- TIRZ No. 2 was created by Ordinance No. 4706 on September 23, 2013, and Resolution No. 3850 of the same date.
- The Board is made up of five members, with four members being appointed by the City Council with one of those members being from Preston Harbor, and one member appointed by the Grayson County Commissioners Court.
- The function of the TIRZ No. 2 Board is to make recommendations to the City Council concerning the administration of the Zone.
- Brian Hander, J.C. Doty and Michael Courtright are all eligible and willing to serve another two-year term.

Staff Recommendation
Staff recommends approval of the reappointments and Board Chair appointment.

Recommended Motion
"I move to approve the reappointment of Brian Hander, J.C. Doty and Michael Courtright as members of the Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2), each to serve a two-year term, and the appointment of Michael Courtright to serve as Board Chair for a one-year term, effective October 1, 2023."

Background Information and Analysis
TIRZ No. 2 was created by Ordinance No. 4706 on September 23, 2013, and Resolution No. 3850 of the same date. The Board is made up of five members, with four members being appointed by the City Council with one of those members being from Preston Harbor, and one member appointed by the Grayson County Commissioners Court. The City Council also annually appoints the Chair. The function of the TIRZ No. 2 Board is to make recommendations to the City Council concerning the administration of the Zone. It shall prepare and adopt a project plan and reinvestment zone financing plan for the Zone and must submit such plans to the City Council for its approval. The Board shall possess all powers necessary to prepare, implement and monitor such project plan and financing plan for the reinvestment zone as the City Council considers advisable, including the submission of an annual report of the status of the Zone.

Terms of office are two years, with no member of the Board serving more than three regular two-year terms in succession. Brian Hander, J.C. Doty and Michael Courtright are all eligible and willing to serve another two-year term. The member serving in the Preston Harbor role, will be brought before the Council for appointment at a later date. Commissioner Matt Hardenburg is the current County Commissioner appointed to the Board.

Financial Considerations
None.

Prior Board or Council Action
The City Council last made appointments to this Board in 2021.

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

City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion and take action on an Ordinance amending Chapter 2, "Administration", Article II, "Authorities, Boards, Committees and Commissions", Division 1, "Generally", Section 2-46, "Residency Requirements for Certain Appointees" to ensure applicability of residency requirements to all authorities, boards, committees and commissions.

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

Summary
- The City Council previously adopted this section of the Code to establish residency requirements for members of the City's Boards, Committees and Commissions.
- The last update to this section was in 2021, at which time there were 14 Boards, Committees and Commissions listed. The City now has 21 Boards, Committees and Commissions.
- It continues to be important for the composition of these various City Boards, committees and commissions to reflect inclusion of residents whenever possible, to serve on these diverse groups.
- In order to establish clarity with regard to the respective, it is in the best interest of the City to adopt amendments to the City's Code of Ordinances to clarify the residency requirements for certain applicants of the various Boards, Committees and Commissions.

Staff Recommendation
Staff recommends adoption of the ordinance.

Recommended Motion
"I move to adopt the Ordinance amending Chapter 2, "Administration", Article II, "Authorities, Boards, Committees and Commissions", Division 1, "Generally", Section 2-46, "Residency Requirements for Certain Appointees" to ensure applicability of residency requirements to all authorities, boards, committees and commissions."

Background Information and Analysis
The City Council previously adopted this section of the Code to establish residency requirements for members of the City's Boards, Committees and Commissions. The last update to this section was in 2021, at which time there were 14 Boards, Committees and Commissions listed. The City now has 21 Boards, Committees and Commissions. It continues to be important for the composition of these various City Boards, committees and commissions to reflect inclusion of residents whenever possible, to serve on these diverse groups. In order to establish clarity with regard to the respective, it is in the best interest of the City to adopt amendments to the City's Code of Ordinances to clarify the residency requirements for certain applicants of the various Boards, Committees and Commissions.

Financial Considerations
None.

Prior Board or Council Action
Ordinance No. 4701, Ordinance No. 4781, Ordinance No. 4967 and Ordinance No. 5168.

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

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE II "AUTHORITIES, BOARDS, COMMITTEES, COMMISSIONS", DIVISION 1 "GENERALLY", SECTION 2-46 "RESIDENCY REQUIREMENTS FOR CERTAIN APPOINTEES" TO ENSURE APPLICABILITY OF RESIDENCY REQUIREMENTS TO ALL AUTHORITIES, BOARDS, COMMITTEES AND COMMISSIONS; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING A PENALTY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council of the City (the "City Council") determines that it continues to be important for the composition of its various City boards, committees and commissions to reflect inclusion of residents whenever possible, to serve on these diverse groups; and

WHEREAS, the City Council has investigated and determined that is in the best interest of the City to adopt amendments to the City's Code of Ordinances to clarify and/or change the residency requirements for certain applicants of the various Boards, Committees and Commissions; as provided below.

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

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

SECTION 2: Amendment to Section 2-46: DENISON CITY CODE AMENDMENTS.

CHAPTER 2 – ADMINISTRATION, Article II, "Authorities, Boards, Committees, Commissions", Division 1 "Generally", Section 2-46, "Residency Requirements for Certain Appointees" PROVISIONS of the Denison City Code is hereby amended by making certain additions and deletions to Section 2-46.

The amendments are identified in **EXHIBIT A** and said exhibit is attached hereto and made a part hereof, and in all other respects, said Code, Chapters, Articles, Divisions, and Sections shall remain in full force and effect.

SECTION 3: Severability. It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared

unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 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: Penalty. A violation of this Ordinance is an offense punishable in accordance with Section 1-12 (General Penalty; Continuing Violations) of the Denison Code of Ordinances.

SECTION 6: Open Meetings. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that a public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

SECTION 7: Publication and Effective Date. This Ordinance shall become effective upon its passage and publication as required by law.

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 18th day of September 2023, by the following vote:

Ayes:
Abstentions:
Nays:
Absent:

At regular meeting September 18, 2023.

_____
JANET GOTT, Mayor

ATTEST:

_____
Christine Wallentine, City Clerk

EXHIBIT A
To Ordinance No. _____

DENISON CITY CODE
Amending
Chapter 2 "Administration", Article II "Authorities, Boards, Committees, Commissions", Division 1 "Generally", Section 2-46, "Residency Requirements for Certain Appointees"

Repeal and replace the numbered list of Boards, Committees and Commissions to now read as follows:

(1) Animal Services Advisory Committee

(2) Building Appeals Board (except as otherwise provided by Ordinance No. 5081, establishing residential preferences for members but allowing Grayson County residents to serve)

(3) Cemetery Advisory Board (except as provided in Ordinance No. 5299, which provides for the place held by a member of a philanthropic, non-profit organization active within the City to reside outside of city limits.)

(4) Civil Service Commission (as provided by Tex. Loc. Gov't Code, Section 143.06(c)(3)(requiring a three-year residency preceding appointment)

(5) Community Development Steering Committee

(6) Convention and Visitor's Bureau Advisory Board (except as otherwise provided by Ord. No. 4967, allowing appointment and service of at large members within the City's ETJ and owner, general manager, or senior manager of a business within the City)

(7) Denison Historic Preservation Board (except as provided by Ordinance 4937, requiring at least two members to be business or property owners within the district and for ex-officio members)

(8) Denison Main Street, Inc. (Subject to its Bylaws)

(9) Denison Public Library Advisory Board

(10) Denison Sister Cities, Inc. Board (Subject to its Bylaws, also requiring residence in the City limits)

(11) Firemen's Relief and Retirement Fund Board (Subject to its Plan Document)

(12) Main Street Advisory Board (Subject to its Bylaws)

(13) Parks and Recreation Commission

(14) Planning and Zoning Commission

(15) TIRZ No. 1 (subject to Ordinance No. 4673, requiring a County Commissioner to be a member)

(16) TIRZ No. 2 (subject to Ordinance No. 4706, requiring a County Commissioner to be a member)

(17) TIRZ No. 3 (subject to Ordinance No. 4844, requiring a County Commissioner to be a member)

(18) TIRZ No. 4 (subject to Ordinance No. 5091, requiring a County Commissioner to be a member)

(19) TIRZ No. 5 (subject to Ordinance No. 5092, requiring a County Commissioner to be a member)

(20) Youth Advisory Commission (except as otherwise provided by Ordinance No. 4953)

(21) Zoning Board of Adjustments and Appeals

City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion, and take action on the appointment of Juliet West as a New Member to the Public Library Advisory Board.

Staff Contact
Greg Mitchell, Library Director
gmitchell@cityofdenison.com
903-465-2720

Summary
- The Public Library Advisory Board was established by Chapter 18, Article IV, Section 18-162, Ordinance 4701. The board consists of seven members and serves in an advisory capacity to Council and staff on matters related to the Public Library and oversees the Denison Public Library Endowment Fund.
- Terms of office are two-year terms, with no more than three (3) consecutive full terms of office for a total of six (6) years. Board members are required to reside inside the Denison City limits.
- Staff has received an Application to Serve from Denison resident and retired librarian Juliet West.

Staff Recommendation
Staff recommends the appointment of Juliet West to the Library Advisory Board.

Recommended Motion
"I move to appoint Juliet West to the Library Advisory Board."

Background Information and Analysis
The board shall serve in advisory capacity to the City Manager, or his or her designee, and the City Council. The Public Library is authorized to join and participate cooperatively with the state library system and its regional system. The Board may make recommendations concerning the establishment of fees, operation policies and programs of the library, long-range capital improvement planning, and such other policy matter as the Board determines necessary. The Board shall also have those responsibilities and duties conferred upon it and expressly adopted by the city council from time to time. The Board is empowered to provide and adopt rules and regulations for the management of its own business. The Board shall constitute and serve the Board of Trustees for the Denison Public Library Endowment Fund. Service as a trustee for such Fund shall lapse upon the expiration of term of office of a Board Member.

Financial Considerations
None.

Prior Board or Council Action
The Council appointed Gale Powell in 2018 and Todd Gruhn, Jennifer Hardy, Rhonda McClure, and Kody Emmons on January 17, 2023.

Alternatives
Council may table, deny, or modify the term.

City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion and take action on an Ordinance providing for the adoption of a Comprehensive Fee Schedule for various goods, services, activities, permits and licenses for FY2024.

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

Summary
- The City Council has previously adopted, by ordinance or resolution, fees for goods, services, activities, permits and licenses provided by the various departments within the City of Denison.
- The proposed fees are reasonable and consistent with the actual costs to the City for providing such services.
- The proposed fee schedule represents the fees for such services for FY2024, to begin October 1, 2023.

Staff Recommendation
Staff recommends approval of the Ordinance adopting the Comprehensive Fee Schedule for FY2024.

Recommended Motion
"I move to adopt the Ordinance providing for the adoption of a Comprehensive Fee Schedule for various goods, services, activities, permits and licenses for FY2024."

Background Information and Analysis
The City Council has previously adopted, by ordinance or resolution, fees for goods, services, activities, permits and licenses provided by the various departments within the City of Denison. The proposed fees are reasonable and consistent with the actual costs to the City for providing such services. The City's Comprehensive Fee Schedule needs to be updated annually to establish fees for certain types of services and applications. The proposed fee schedule represents the fees for such services for FY2024, to begin October 1, 2023.

Financial Considerations
None.

Prior Board or Council Action
The Comprehensive Fee Schedule is updated and approved annually prior to the new budget year.

Alternatives
Council may modify, deny or table the item.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, PROVIDING FOR THE ADOPTION OF A COMPREHENSIVE FEE SCHEDULE FOR VARIOUS GOODS, SERVICES, ACTIVITIES, PERMITS AND LICENSES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Denison (the "City Council") has previously adopted by ordinance a Comprehensive Fee Schedule establishing various fees for goods, services, activities, permits and licenses provided by the City of Denison (the "City"); and

WHEREAS, the City's Comprehensive Fee Schedule needs to be updated to establish fees for certain types of services and applications; and

WHEREAS, the City Council finds that the fees for such goods, services, activities, permits and licenses contained in the Comprehensive Fee Schedule for Fiscal Year 2023-2024 are reasonable and consistent with the actual costs to the City for providing such services; and

WHEREAS, the City Council wishes to adopt the attached Comprehensive Fee Schedule for Fiscal Year 2023-2024.

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

Section 1: Findings Incorporated. The findings set forth above are incorporated as if fully set forth herein.

Section 2: Comprehensive Fee Schedule Adopted. The schedule of fees, attached hereto as Exhibit "1" and incorporated herein as though fully set forth herein, is hereby adopted as the Comprehensive Fee Schedule associated and assigned to the various goods, services, activities, permits and licenses enumerated therein. Such fees shall be applicable within the City until repealed or amended by ordinance of the City Council.

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

Section 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, and the fees established in the Comprehensive Fee Schedule hereby adopted, shall become effective on October 1, 2023.

Section 6. Open Meetings. That it is hereby found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, 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 18th day of September 2023, by the following vote:

Ayes:
Nays:
Abstentions:
Absent:

At regular meeting, September 18, 2023.

_____
JANET GOTT, Mayor

ATTEST:

_____
Christine Wallentine, City Clerk

EXHIBIT "1"

Comprehensive Fee Schedule

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ANIMAL CONTROL

		AMOUNT
A.	**Registration Fees**	
	Dangerous Dog (Jan 1 - Dec 31)	$ 100.00
B.	**Credit Card Convenience Fee**	
	Fee applied to all credit/debit card payments	3% of transaction amount

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BUILDING INSPECTIONS

	AMOUNT	PER UNIT

A. New Single-Family Fees (including duplexes)

For any size home: $0.65 per square foot
Minimum of $750.00

1) A non-refundable plan review deposit of one hundred dollars ($100.00) is due at time of plan submittal. The plan review deposit will be applied toward the cost of the building permit only if the building permit fee is paid within 6 months of the date the plan was submitted for review.

2) The fee for mechanical, electrical and plumbing permits issued in conjunction with the permit above is: $ 25.00 each

B. New Multi-Family Fees (3 attached units or more) $ 300.00 per unit

1) A non-refundable plan review deposit equal to 35% of the permit fee is due at time of plan submittal. The plan review deposit will be applied toward the cost of the building permit only if the building permit fee is paid within 6 months of the date the plan was submitted for review.

2) The fee for mechanical, electrical and plumbing permits issue in conjunction with the permit above is: $ 25.00 each

C. New Commercial Fees and Commercial Additions, Alterations and Repairs

Fee	Total Valuation (dollars)
$50.00	1,000.00 and less
$50.00 for the first $1,000.00 plus $7.00 for each additional thousand or fraction thereof, up to and including $50,000.00.	1,001.00 to 50,000.00
$393.00 for the first $50,000.00 plus $6.00 for each additional thousand or fraction thereof, up to and including $100,000.00.	50,001.00 to 100,000.00
$693.00 for the first $100,000.00 plus $5.00 for each additional thousand or fraction thereof, up to and including $500,000.00.	100,001.00 to 500,000.00
$2,693.00 for the first $500,000.00 plus $3.50 for each additional thousand or fraction thereof, up to and including $1,000,000.00.	500,001.00 to 1,000,000.00
$4,443.00 for the first $1,000,000.00 plus $3.00 for each additional thousand or fraction thereof.	1,000,001.00 and up

1) A non-refundable plan review deposit equal to 35% of the building permit fee is due at time of plan submittal. The plan review deposit will be applied toward the cost of the building permit only if the building permit fee is paid within 6 months of the date the plan was submitted for review.

2) Valuation will be based on the larger value of either:
   a. The valuation claimed by the applicant
   b. Eighty-Five percent of the valuation calculated using the most recently published Valuation

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BUILDING INSPECTIONS

	AMOUNT	PER UNIT
Data Table by the International Code Council.		
3) The fee for mechanical, electrical and plumbing permits issued in conjunction with the permit above is:	$ 25.00	each

D. Mechanical, electrical and plumbing work performed that is not done in conjunction with a building permit issue above, shall be assessed a fee based on the fee table above.

1) Residential Remodel Flat Fee
For any size remodel: $0.35 per square foot
Minimum of $250.00

At the Building Official's discretion, a large remodel project may be classified as new construction. An example of this would be an addition that exceeds 1/3 of the size of the existing building

2) Residential Accessory Structures
Storage buildings, shops, garages, and carports: $0.65 per square foot
Minimum of $80.00 (whichever is greater)

Decks and storage buildings under 120 square feet: $0.45 per square foot
Minimum of $80.00 (whichever is greater)

E. Miscellaneous Fees

Any activity listed below shall be charged the following fee associated with the activity.

Certificate of Occupancy (only charged when no permit issue for new construction)	$	50.00	
Certificate of Occupancy - Temporary (only charged for all temporary certificates of occupancy)	$	75.00	
Clean and Show (Temporary Power)	$	50.00	
Construction trailer	$	100.00	
Demolition	$	50.00	
Electrical Panel Change/Service Update Residential	$	100.00	
Electrical Panel Change/Service Update Commercial	$	150.00	
Fence Permit Residential	$	50.00	
Fence Permit Commercial	$	100.00	
HVAC Replacement Residential	$	75.00	per system
HVAC Replacement Commercial	$	150.00	per system
Irrigation System - Commercial	$	200.00	per backflow device
Irrigation System - Residential	$	100.00	per backflow device
Re-roof Residential	$	100.00	
Re-roof Commercial	$	150.00	
Sewer Service Line Replacement Residential	$	50.00	

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BUILDING INSPECTIONS

	AMOUNT	PER UNIT
Sewer Service Line Replacement Commercial	$ 150.00	
Spa or above-ground pool	$ 50.00	
Swimming Pool - In Ground	$ 300.00	
Solar Panel	$ 150.00	
Water Heater Replacement - Residential	$ 50.00	
Water Heater Replacement - Commercial	$ 100.00	
Window Replacement	$ 100.00	
Permit Renewal - First Residential New Construction	$ 200.00	
Permit Renewal - Second Residential New Construction	$ 300.00	
Permit Renewal - Commercial New Construction	$200.00 minimum or 10% or original permit fee, whichever is greater	
Plan Revision - Residential	$ 50.00	
Plan Revision - Commercial	10% of permit fee	
Failure to request inspection/Expired Permit	$ 50.00	
Work Started Without a Permit - Residential & Commercial	$200.00 plus permit fee	
Stand Alone Residential Mechanical, Electrical, Plumbing, including	$50.00 plus	
Gas Pressure Test	$0.05 per sq ft	

F. Registration Fees

Registrations are valid for one (1) year from the date the registration is paid

Contractor registration (unless exempt by law)	$ 50.00	

G. Inspection Fees

Fees for the associated inspection activities are as follows:

Reinspection Fee	$ 100.00	
After Hours Inspection	$ 150.00	per hour/ min 2 hours

H. Sign Fees

1) On-Premise Sign (Attached, Monument or Pole)

32 sq ft or less - single side or re-face	$ 100.00	
32 sq ft or less - double sided or re-face	$ 150.00	
Greater than 32 sq ft - single side or re-face	$ 200.00	
Greater than 32 sq ft - double sided or re-face	$ 250.00	

2) Off-Premise Signs

100 sq ft or less - single sided	$ 100.00	
100 sq ft or less - double sided	$ 200.00	
101 sq ft or larger - single sided	$ 200.00	
101 sq ft or larger - double sided	$ 400.00	

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BUILDING INSPECTIONS

	AMOUNT	PER UNIT
3) Annual Permit Fees for Off-Premise Signs		
100 sq ft or less - single sided	$ 75.00	
100 sq ft or less - double sided	$ 150.00	
101 sq ft to 300 sq ft - single sided	$ 100.00	
101 sq ft to 300 sq ft - double sided	$ 200.00	
301 sq ft and larger - single sided	$ 125.00	
301 sq ft and larger - double sided	$ 250.00	
4) Temporary Sign Permits		
30 day permit	$ 25.00	4 permits per year

I. Variance or Appeal Fees for the Building Appeals Board

All variance requests, waivers or appeals	$ 150.00

J. Credit Card Convenience Fee

Fee applied to all credit/debit card payments	3% of transaction amount

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FAIRVIEW CEMETERY

	AMOUNT
A. Lot Prices	
Individual	$ 950.00
Block 7MG (Unit of Two)	$ 1,900.00
Hartley Edwards and Hartley Edwards Phase II	$ 1,290.00
Veteran & Spouse only (DD 214 required)	
VA Lot Block 24A Veterans	$ 300.00
Veteran Only (DD 214 required)	
B. Interment Prices	
1 Basic Burial Service	
*Price includes use of Fairview Chapel **or** Graveside service*	
Monday through Friday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 900.00
3 pm to 5 pm	$ 1,100.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
Additional Charge to add TENT	$ 100.00
Additional Charge to add CHAIRS	$ 50.00
Saturday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 1,100.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
Additional Charge to add TENT	$ 100.00
Additional Charge to add CHAIRS	$ 50.00
2 Interment of Little Angels in Babyland Block 4	
*Price includes: lot, opening and closing, and use of Fairview Chapel **or** Graveside service*	
Monday through Friday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 250.00
3 pm to 5 pm	$ 300.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
Additional Charge for both Graveside Service **and** Chapel	$ 250.00
Saturday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 300.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
Additional Charge for both Graveside Service **and** Chapel	$ 250.00
3 Interment of Children in Babyland Block 4	
*Price includes: lot, opening and closing, and use of Fairview Chapel **or** Graveside service*	
Monday through Friday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 400.00
3 pm to 5 pm	$ 450.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
Additional Charge for both Graveside Service **and** Chapel	$ 250.00

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FAIRVIEW CEMETERY

	AMOUNT
Saturday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 500.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
Additional Charge for both Graveside Service **and** Chapel	$ 250.00

4 Cremation Basic Burial Service in Individual Lot

Price includes use of Fairview Chapel

Monday through Friday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 250.00
3 pm to 5 pm	$ 450.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
Saturday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 450.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00

5 Cremation Graveside Service with Full Set-Up Tent & Chairs in Individual Lot

Monday through Friday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 500.00
3 pm to 5 pm	$ 700.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
Saturday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 700.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00

6 Columbarium Cremation Package

Price includes Niche, open/close, bronze plaque, and use of Fairview Chapel. Tent and chair set up is not permitted in Columbarium area.

Individual Niche	
Row Four (Bottom)	$ 850.00
Row Three	$ 950.00
Row Two	$ 1,050.00
Row One (Top)	$ 1,050.00
Double Niche	
Row Four (Bottom)	$ 1,500.00
Row Three	$ 1,700.00
Row Two	$ 1,900.00
Row One (Top)	$ 1,900.00

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FAIRVIEW CEMETERY

	AMOUNT
7 Garden of Tranquility Cremation Package	
Price includes Niche, open/close, bronze plaque, and use of Fairview Chapel.	
Tent and chair set up is not permitted in Columbarium or Burial area. Cremation burials only.	
Monday through Friday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 850.00
3 pm to 5 pm	$ 1,050.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
Saturday	
9 am to 3 pm (service concluded and grave must be **closed** by 3 pm)	$ 1,050.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
C. Disinterment of Loved Ones (All Ages)	$ 1,500.00
D. Fairview Chapel Rental	
Monday through Friday	
9 am to 3 pm (service concluded by 3 pm)	$ 400.00
3 pm to 5 pm	$ 600.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
Saturday	
9 am to 3 pm (service concluded by 3 pm)	$ 600.00
Additional Charge for services over **2 hours** - $100 per hour	$ 100.00
E. Miscellaneous Charges	
Monument Permit and Inspection Fee	$ 50.00
Opening and Closing Permit and Inspection Fee	$ 50.00
Late Permit Fee	$ 50.00
Reinspection Fee	$ 50.00
Setting Fee - (excludes Wilbert vaults & Fairview's concrete boxes)	$ 100.00
Sod Installed and Established (no earlier than 6 mo after burial)	$ 250.00
Documentation Fee	$ 45.00
Postage/Shipping and Handling Fee	$ (Varies)
Outside Containers (prices vary depending on type)	$ (Varies)
Grounds Services	$ (Varies)
Late Payment Fee	$ (Varies)
Balances that are unpaid [after the payment deadline] or [within 30 days] are subject to a Late Payment Fee of 10% on the unpaid amount every month, charged monthly until the balance is paid.	
F. Credit Card Convenience Fee	
Fee applied to all credit/debit card payments	3% of transaction amount

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CITY CLERK

	AMOUNT IN CITY	PER UNIT OUT CITY
A. Permits		
Roadside Mobile Vendor - Unrestricted	$ 275.00	$ 275.00
Roadside Mobile Vendor - Restricted	$ 150.00	$ 150.00
Roadside Mobile Vendor - Limited	$ 100.00	$ 100.00
Roadside Mobile Vendor - Special Event	$ 25.00	$ 25.00
Sell/Solicit Permit	$ 50.00	$ 50.00
Liquor Permit	half of state fees	paid biennial
Amplification Permit	$ 50.00	N/A
B. Open Records Copy Fees		
Standard paper copy	$0.10 per page	
Diskette	$1.00	
Magnetic Tape	Actual Cost	
Data cartridge	Actual Cost	
Tape cartridge	Actual Cost	
Rewriteable CD	$1.00	
Non-Rewriteable CD	$1.00	
Digital Video Disc (DVD)	$3.00	
JAZ Drive	Actual Cost	
Other electronic media	Actual Cost	
VHS video cassette	$2.50	
Audio cassette	$1.00	
Oversize paper (e.g. 11 x 17, greenbar, bluebar, not including maps and photographs using specialty paper)	$50.00	
Specialty Paper (mylar, blueprint, map, photographic)	Actual Cost	
C. Open Records Labor Fees		
Programmer (if a particular request requires this)	$ 28.50 per hour	
Locating, compiling, manipulating data and reproducing public information (must be 50 pages or more)	$ 15.00 per hour	
D. Miscellaneous Fees		
Notary Services (for non-Denison residents only)	$ 6.00 Per doc	
E. Credit Card Convenience Fee		
Fee applied to all credit/debit card payments	3% of transaction amount	

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ENGINEERING

		AMOUNT
A.	Civil Construction Plan Review Fee	Billed at cost per submittal
B.	Public Works Construction Inspections Fee	Billed at cost per inspector per inspection
C.	Public Works Failed Inspections Penalty (*failed inspections due to no-show, incomplete work, negligence, etc.*)	$200 penalty
D.	Testing/Sampling Fee	Billed at cost including time and materials
E.	Weekends/Afterhours Surcharge	Billed at cost per inspector per inspection
F.	**Credit Card Convenience Fee** Fee applied to all credit/debit card payments	3% of transaction amount

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ENVIRONMENTAL SERVICES AND STORMWATER

	AMOUNT

A. Permits, Pollution Prevention Plans

Description	Fee
Categorical Industrial Permit - Annually	$ 590.00
Significant Industrial Permit - Annually	$ 380.00
Permit Modification - per Request	$ 180.00
Toxic Organic Management Plan	$ 360.00
Copy of Notice of Intent & Stormwater Management Plan [1]	$ 120.00
Grease Trap Self-Cleaner Application	$ 55.00

(1) A responsible party engaging in any land disturbing activity, or any construction activities of one acre or greater or construction activity that is part of a larger common plan of development or sale that would disturb one acre or more, shall file a copy of their Stormwater Pollution Prevention Plan (SWP3) and Small Construction Site Notice in accordance with the City's MS4 general permit.
A responsible party engaging in any land disturbing activity, or any construction activities of five acres or greater or construction activity that is part of a larger common plan of development or sale that would disturb five acres or more, shall file a copy of their Stormwater Pollution Prevention Plan (SWP3), Large Construction Site Notice, and their Notice of Intent (NOI) in accordance with the City's MS4 general permit.

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B. Inspections

Description	Fee
Inspection (Permitted Facility)	$ 270.00
Inspection (Non-Permitted Facility)	$ 130.00
Inspection (Construction Site)	$ 130.00
Initial Inspections Re-inspection for Cross Connection Control/CSI	Market Rate

Fees will be assessed for inspections performed by the City that:

a. The user has requested which are not a routine part of the City's program,
b. Are the result of non-compliance identified through program activities, or
c. The user fails to perform as required by permit, notice, agreement, administrative order or compliance schedule issued by the City.

C. Sampling

Description	Fee
Composite Sample	$ 325.00
Grab Sample	$ 75.00
Split Sampling Fee	$ 155.00
Laboratory Analysis	Actual Cost

Fees will be assessed for laboratory analyses and sampling non-compliance activities performed by the City that:

ENVIRONMENTAL SERVICES AND STORMWATER

AMOUNT

a. Are the result of non-compliance identified through program activities, or
b. The user fails to perform as required by permit, notice, agreement, administrative order or compliance schedule issued by the City.

D. Enforcement

Description	Fee
Notice of Violation (Permitted Facility)	$ 300.00
Notice of Violation (Non-Permitted)	$ 185.00
Notice of Violation (Stormwater/Construction)	$ 250.00
Second Notice of Violation (Stormwater/Construction)	$ 500.00
Administrative Compliance Order	$ 595.00
Administrative Compliance Schedule (1 to 3 - Months)	$ 680.00
Administrative Compliance Schedule (4 to 6 - Months)	$ 1,640.00
Show Cause Order	$ 670.00
Significant Non-Compliance	$ 710.00
Cross Connection/Backflow Prevention Non-Compliance	$ 710.00
Unreasonable Delay to Enter Premises	$ 990.00

Enforcement fees are assessed for administrative cost incurred by the City as a result of a User's non-compliance. These fees are in addition to any fine or penalty levied.

E. Credit Card Convenience Fee

Fee applied to all credit/debit card payments — 3% of transaction amount

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FIRE DEPARTMENT

A. Required Fire Permits

Note: Please allow 48 hours for review of your submitted application. Some plans will require third party review.

	AMOUNT	PER UNIT
Automatic Fire Sprinkler System, Underground Fire Line	$ 250.00	
Automatic Fire Sprinkler System, Above Ground System (up to 200 heads) (.075 per additional head)	$ 250.00	
Fire Sprinkler System, Modification	$ 250.00	
Fire Alarm System	$ 250.00	
Fire Alarm System, Modification	$ 250.00	
Automatic Fire Extinguishing System	$ 250.00	
Automatic Fire Pump	$ 250.00	
Controlled Access Gate	$ 150.00	
After Hours Inspection (Two (2) hour minimum) $150.00/Hour	$ 150.00	Hour
Work Without Permit	$ 500.00	
Open Burn Permit Within City Limits	$ 150.00	
Open Burn Permit Within City Limits Without Permit	$ 1,000.00	
Smoke Control System	$ 150.00	
Flammable or Combustible Liquid Tank Permit	$ 150.00	
State Facility Inspection	$ 100.00	
Commercial Hood Suppression System	$ 250.00	
Underground Storage Tank Installation	$ 150.00	
Paint Booth	$ 150.00	

B. False Fire Alarm Charge

0 - 2 responses within a 12 month period	No Charge	Each
3 or more responses within a 12 month period	$ 100.00	Each

C. Emergency Medical Services Rates

ALS Emergency Mileage	$ 15.00
ALS Non-Emergency Mileage	$ 15.00
ALS Supplies - Airway Management	$ 94.00
ALS Supplies - Auto pulse	$ 472.10
ALS Supplies - Capnography	$ 156.00
ALS Supplies - Defibrillation	$ 210.00
ALS Supplies - EKG Pads	$ 36.75
ALS Supplies - External Pacing	$ 210.00
ALS Supplies - IO Infusion	$ 262.25
ALS Supplies - IV Therapy	$ 258.00
ALS Supplies - Intubation	$ 100.00
ALS Supplies - Mast Trousers	$ 43.00
ALS Supplies - NG Tube	$ 88.00
ALS Supplies - Needle Thoracostomy	$ 31.50
ALS Supplies - Routine Disposable	$ 52.50
ALS Supplies - Surgical Airway	$ 314.75

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FIRE DEPARTMENT

	AMOUNT	PER UNIT
ALS1 Emergency Base Rate	$ 855.00	
ALS1 Non-Emergency Base Rate	$ 855.00	
ALS2 Base Rate	$ 900.00	
Ambulance Wait Time (30 min)	$ 31.47	
BLS Emergency Base Rate	$ 787.00	
BLS Emergency Mileage	$ 15.00	
BLS Non-Emergency Base Rate	$ 787.00	
BLS Non-Emergency Mileage	$ 15.00	
BLS Supplies - Defibrillation (AED)	$ 42.00	
BLS Supplies - Morgan Lens	$ 85.00	
BLS Supplies - Routine Disposable	$ 52.50	
BLS Supplies - Scoop Stretcher	$ 35.00	
BLS Supplies - Stair Chair	$ 55.00	
Blood Glucose Test	$ 45.64	
Bone Injection Adult	$ 250.00	
Bone Injection Pedi	$ 250.00	
Dispatch Fee	$ 94.00	
Drug - Adenocard 6mg	$ 170.55	
Drug - Adenosine 12mg	$ 330.75	
Drug - Albuterol (.83%) 3 mL	$ 19.83	
Drug - Albuterol/Ipratropium	$ 36.00	
Drug - Aspirin Chewable 81 mg	$ 2.10	
Drug - Atropine Sulfate 0.3 mg	$ 39.87	
Drug - Calcium Chloride	$ 30.00	
Drug - Dextrose 50% (D50)	$ 29.37	
Drug - Diazepam 5 mg	$ 58.35	
Drug - Diltiazem HCL 5mg	$ 61.88	
Drug - Diphenhydramine 50 mg	$ 9.87	
Drug - Dopamine 400mg/250cc bag of D5W	$ 44.97	
Drug - EPI 1 mg/10 mL IV	$ 28.47	
Drug - EPI 1 mg/cc IV	$ 15.74	
Drug - Fentanyl 100mcg/2ml	$ 48.00	
Drug - Furosemide 20 mg	$ 31.65	
Drug - Glucagon 1 mg	$ 842.85	
Drug - Haloperidol 5 mg	$ 26.25	
Drug - Ipratropium Bromide .18 mg	$ 5.25	
Drug - Ketamine 100mg/ml	$ 36.90	
Drug - Labetalol 10 mg	$ 44.59	
Drug - Lidocaine Drip 1 gm / 25 mL	$ 52.50	
Drug - Lidocaine HCl (2%) 50 mg	$ 26.23	
Drug - Lorazepam 2 mg	$ 43.01	
Drug - Magnesium Sulfate	$ 10.00	
Drug - Meperidine HCL 100 mg	$ 35.50	
Drug - Methylprednisolone	$ 10.00	
Drug - Midazolam HCl 1 mg	$ 41.96	
Drug - Morphine Sulfate, 10 mg	$ 58.75	

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FIRE DEPARTMENT

	AMOUNT	PER UNIT
Drug - Naloxone 1 mg IV	$ 66.75	
Drug - Nitroglycerin tablets	$ 5.00	
Drug - Ondansetron 1 mg	$ 55.00	
Drug - Oral Glucose Gel 15 g	$ 15.00	
Drug - Promethazine, 50 mg	$ 33.05	
Drug - Sodium Bicarbonate 50 CC	$ 30.75	
Drug - Thiamine 100 mg IV	$ 49.65	
Drug - Tranexamic Acid	$ 135.00	
Drug - Vasopressin 40 units	$ 54.55	
EKG Interpretation	$ 260.00	
ETCO2 Bulb Adult	$ 32.50	
ETCO2 Bulb Pedi	$ 32.50	
EZ IO	$ 375.00	
Emergency Rate	$ 94.00	
Extra Attend - 300+ lb Patient	$ 40.00	
Extra Attend - CPR	$ 147.00	
Extra Attend - Heavy Extrication	$ 250.00	
Extra Attend - Long Stairs	$ 40.00	
IV - 5% Dextrose/NS 500CC	$ 42.00	
IV - Blood Draw Procedure	$ 21.00	
IV - Collection Tubes	$ 18.75	
IV - D5W 1000CC	$ 47.75	
IV - D5W 250CC	$ 26.30	
IV - D5W 500CC	$ 42.00	
IV - Normal Saline 1000CC	$ 47.75	
IV - Normal Saline 100CC	$ 39.60	
IV - Normal Saline 250CC	$ 39.60	
IV - Normal Saline 500CC	$ 41.90	
IV - Saline Flush 10ml	$ 10.00	
IV - Ringers Lactate 1000CC	$ 47.75	
Night Call (8p - 8a)	$ 84.00	
Nu-/QuickTrake Surg Airway	$ 300.00	
Oxygen, Administration, & Supplies / hr	$ 119.00	
Pulse Oximeter 9	$ 94.50	
SCT Emergency Base Rate	$ 1,662.96	
Spinal Immobilization	$ 184.50	
Treatment / No-Transport	$ 175.00	
Weekend Call	$ 84.00	

D. Motor Vehicle Incident Rates

Level 1	$ 487.00	
Level 2	$ 554.00	
Level 3 - Car Fire	$ 677.00	
Extrication	$ 1,461.00	
Creating a Landing Zone	$ 448.00	

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FIRE DEPARTMENT

	AMOUNT	PER UNIT
Additional Time On Scene		
Engine	$ 448.00	per hour
Truck	$ 560.00	per hour
Miscellaneous Equipment	$ 336.00	
E. HAZMAT Rates		
Level 1	$ 784.00	
Level 2	$ 2,800.00	
Level 3	$ 6,608.00	3 hours on scene
Additional Level 3 Costs	$ 336.00	per hour
Additional Time On Scene		
Engine	$ 448.00	per hour
Truck	$ 560.00	per hour
Miscellaneous Equipment	$ 336.00	
F. First Responder Rates (No Medical Transport)	$ 350.00	
G. Fire Investigation Rates (per hour)	$ 308.00	per hour
H. Fire Rates		
Engine	$ 448.00	per hour
Truck	$ 560.00	per hour
I. Illegal Fire Rates		
Engine	$ 448.00	per hour
Truck	$ 560.00	per hour
J. Water Incident Rates		
Level 1 ($56/hour per rescue person)	$ 448.00	
Level 2 ($56/hour per rescue person)	$ 896.00	
Level 3 ($56/hour per rescue person; $112/hour per HAZMAT team)	$ 2,240.00	
K. Back Country or Special Rescue Rates		
Minimum $56/hour per rescue person	$ 448.00	
L. Chief Response Rate	$ 280.00	per hour
Additional Time On Scene		
Engine	$ 448.00	per hour
Truck	$ 560.00	per hour

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FIRE DEPARTMENT

	AMOUNT	PER UNIT
Miscellaneous Equipment	$ 336.00	per hour

M. Fire Inspection Rates

Initial Inspection	No Charge	
First Re-inspection	No Charge	
Second Re-inspection	$ 100.00	
Third Re-inspection	$ 200.00	
Four or More Re-inspections	$ 300.00	per visit

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IMPACT FEES

The Total Numbers represent the Maximum Allowable Fee under Texas Local Government Code Chapter 395.
The actual Assessed Fee will be up to 50% of the Maximum Allowable Fee listed.

A. WATER

Residential

Meter Size	Equivalent Factors	Water Treatment	Pumping	Storage	Transmission	Total
1" or smaller	1.00	$1,792	$1,598	$726	$5,022	$9,138
1 1/2"	5.00	$8,960	$7,986	$3,630	$25,110	$45,686
2"	8.00	$14,336	$12,776	$5,808	$40,176	$73,096
3"	16.00	$28,672	$25,552	$11,616	$80,352	$146,192
4"	25.00	$44,800	$39,926	$18,150	$125,550	$228,426
6"	50.00	$89,600	$79,850	$36,300	$251,100	$456,850
8"	80.00	$143,360	$127,760	$58,080	$401,760	$730,960

Commercial

Meter Size	Equivalent Factors	Water Treatment	Pumping	Storage	Transmission	Total
5/8" or 3/4"	1.00	$1,792	$1,598	$726	$5,022	$9,138
1"	1.50	$2,688	$2,396	$1,090	$7,534	$13,708
1 1/2"	5.00	$8,960	$7,986	$3,630	$25,110	$45,686
2"	8.00	$14,336	$12,776	$5,808	$40,176	$73,096
3"	16.00	$28,672	$25,552	$11,616	$80,352	$146,192
4"	25.00	$44,800	$39,926	$18,150	$125,550	$228,426
6"	50.00	$89,600	$79,850	$36,300	$251,100	$456,850
8"	80.00	$143,360	$127,760	$58,080	$401,760	$730,960

One LUE represents one single-family household residence. 1" meter is standard for all single-family residential customers. The "Equivalent Factors" is the LUE multiplier

B. WASTEWATER (SANITARY SEWER)

Residential & Commercial

Facility	Maximum Allowable Fee
Treatment	$4,549
Pumping	$2,028
Interceptors	$6,021
Total	**$12,598**

The maximum allowable fee is assessed for each wastewater connection. The number of wastewater connections will be considered to be the same as the number of water meters.

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IMPACT FEES

C. ROADWAY

Land Use	Maximum Assessable Fee per Vehicle Mile	Transportation Demand Factor	Maximum Assessable Fee per Demand Unit
	a	*b*	*a x b*
Residential			
Single family	$998	1.73	1,727
Multi-family	$998	1.00	998
Non-Residential			
Industrial/Warehousing	$998	1.40	1,397
Commercial (General Office)	$998	5.90	5,888
Retail	$998	4.72	4,711

B. Credit Card Convenience Fee

Fee applied to all credit/debit card payments — 3% of transaction amount

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LABORATORY

	AMOUNT

A. Analytical Testing Services

Accredited Analysis	Fee
BOD	$ 45.00
cBOD	$ 50.00
TSS	$ 21.00
Total Coliform P/A	$ 27.50
E coli MPN	$ 46.00

Non-Accredited Analysis	Fee
MLSS/TS	$ 21.00
Ammonia	$ 31.50
pH	$ 15.00
COD	$ 31.50
DO	$ 15.00
Chlorides	$ 30.00
Chlorine Residual	$ 12.00
Total Hardness	$ 30.00
Iron	$ 30.00
Manganese	$ 30.00
Minerals	$ 183.00
Minerals plus BacT	$ 210.00
Alkalinity	$ 30.00

Request for analyses on weekends and holidays or requests for expedited results will include a 50% upcharge.

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B. Credit Card Convenience Fee

Fee applied to all credit/debit card payments — 3% of transaction amount

LIBRARY (DENISON PUBLIC)

		AMOUNT
A. Fines		
1 Overdue Items (max $10 per item)		
Adults		$ -
Youth		$ -
2 Overdue AV items (max $10 per item)		$ -
B. Fees		
1 Damaged book cover, page, or sheet		$ 1.00
2 Lost Library card		$ 2.00
3 Lost Book		Cost of book
Plus non-refundable processing fee excluding paperbacks		$ 5.00
4 Lost AV case		$ 2.00
5 Out of County		
Individual		$ 10.00
Family		$ 40.00
6 Internet guest pass (first day free/$2.00 per day thereafter)		$ 2.00
7 Genealogy research		Handled at Frontier Village as of May 2019
8 Meeting/Conference room		
For-Profit groups during business hours		$ 10.00
For-Profit groups after business hours		$ 35.00
Non-Profit groups during business hours		No Charge
Non-Profit groups after business hours		$ 25.00
9 Fax sending or receiving (per page)		$ 0.50
10 Equipment rental		$ 1.00
11 Copies/Printing		
Black & White		$ 0.25
Color		$ 0.50
12 ILL - handling charge for items not picked up		$ 2.50
13 3D Printing ($0.15 per gram with a $1.50 minimum)		$ 1.50
C. Books		
Foundations of American Grape Culture		$ 30.00
D. Credit Card Convenience Fee		
Fee applied to all credit/debit card payments		3% of transaction amount

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PARKS & RECREATION

	AMOUNT IN CITY	AMOUNT OUT CITY
A. Waterloo Pool		
1 General Admission Fees (lap swim, hydro fitness) (Ord. 4638)		
Over 15	$ 4.00	$ 5.00
Youth (2 - 15)	$ 3.00	$ 5.00
Senior (55 +)	$ 3.00	$ 5.00
2 Monthly Passes (lap swim, hydro fitness)		
Monthly Pass	$ 37.50	$ 50.00
Senior Monthly Pass	$ 32.50	$ 42.50
Youth Monthly Pass	$ 32.50	$ 42.50
3 Annual Passes (lap swim, hydro fitness)		
Individual Annual	$ 200.00	$ 230.00
Senior Individual Annual	$ 170.00	$ 220.00
Senior Couple Annual	$ 280.00	$ 330.00
Family of 4 Annual	$ 440.00	$ 520.00
each additional person	$ 100.00	$ 120.00
Summer Individual Pass	$ 75.00	$ 95.00
4 Swim Team Fees		
USA Monthly Pass	$ 75.00	$ 80.00
TAAF Monthly Pass - 1 day a week during the school year	$ 45.00	$ 50.00
TAAF Monthly Pass - 2 days a week during the school year	$ 50.00	$ 55.00
TAAF Monthly Summer (June and July)	$ 75.00	$ 80.00
Homeschool Monday 1pm - 3pm	$ 45.00	$ 50.00
5 Swim Lesson Fees		
Group Lessons - (8) 35 - 55 minute lessons	$ 55.00	$ 60.00
Private Lessons - (1) 30 minute session	$ 20.00	$ 25.00
Mini Group Lessons	$ 60.00	$ 65.00
6 Lifeguard Class Fees		
Pretest Fee	$ 25.00	$ 25.00
Course Fee	$ 200.00	$ 225.00
Lifeguard or CPR Review Class	$ 75.00	$ 75.00
7 Rental Fees		
Private Parties - 2 hours & up to 60 guests (Ord 4638)	$ 225.00	$ 250.00
Add Mermaid to private party	$ 50.00	$ 50.00
Add Log Rolling to private party	$ 55.00	$ 55.00
Extra Guard for Private Parties (for each additional 30 guests)	$ 40.00	$ 60.00
Table Rental (2 hours)	$ 15.00	$ 20.00
B. Recreational Fees		
1 Events/Programs/Leagues/Vendors	Prices will vary	
2 Contracted Programs/Services/Leagues/Vendors	Prices will vary	

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PARKS & RECREATION

	AMOUNT IN CITY	AMOUNT OUT CITY
C. Facility Rental Fees		
1 Waterloo Lake Building		
Deposit	$ 100.00	$ 100.00
Rental Fee for each 4-hour block of time	$ 75.00	$ 100.00
2 Waterloo Lake Pavilion		
Deposit	$ 50.00	$ 50.00
Rental Fee for each 4-hour block of time	$ 30.00	$ 50.00
3 Munson Pavilion		
Deposit	$ 50.00	$ 50.00
Rental Fee for each 4-hour block of time	$ 30.00	$ 50.00
4 Katy Plaza		
Deposit	$ 50.00	$ 50.00
Rental Fee for each 4-hour block of time	$ 30.00	$ 50.00
5 Senior Citizens Center		
Auditorium Deposit	$ 100.00	$ 100.00
Auditorium Fee for 4-hour block of time	$ 200.00	$ 250.00
Activity Room Deposit	$ 100.00	$ 100.00
Activity Room Fee for 4-hour block of time	$ 100.00	$ 150.00
6 T-Bar Tournament Rental Fees (3 fields available)		
Refundable Deposit	$ 250.00	$ 250.00
(1) Field rate **with lights** (per day)	$ 200.00	$ 200.00
(1) Field rate **without lights** (per day)	$ 150.00	$ 150.00
Maintenance Staff Fee	$ 1 - 200.00	
7 Waterloo Baseball Fields Rental Fees (up to 2 fields available)		
Refundable Deposit	$ 200.00	$ 200.00
(1) Field rate **with lights** (per day)	$ 200.00	$ 200.00
(1) Field rate **without lights** (per day)	$ 150.00	$ 150.00
Maintenance Staff Fee	$ 1 - 200.00	
8 Culpepper Softball Fields Rental Fees (up to 2 fields)		
Refundable Deposit	$ 200.00	$ 200.00
(1) Field rate **with lights** (per day)	$ 200.00	$ 200.00
(1) Field rate **without lights** (per day)	$ 150.00	$ 150.00
Maintenance Staff Fee	$ 1 - 200.00	
9 Munson North Baseball Fields		
Refundable Deposit	$ 200.00	$ 200.00
(1) Field rate **with lights** (per day)	$ 200.00	$ 200.00
(1) Field rate **without lights** (per day)	$ 150.00	$ 150.00
Maintenance Staff Fee	$ 1 - 200.00	
10 Practice Hourly Rate (with or without lights)		
Culpepper, Munson, Waterloo, T-Bar, & Katy Soccer	$ 15.00	$ 15.00

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PARKS & RECREATION

	AMOUNT IN CITY	AMOUNT OUT CITY
11 Forest Park		
Pavilion or Gazebo Deposit	$ 50.00	$ 50.00
Pavilion or Gazebo Fee for 4-hour block of time	$ 30.00	$ 50.00
12 Loy Lake Park		
Pavilion Deposit	$ 50.00	$ 50.00
Pavilion Fee for 4-hour block of time	$ 30.00	$ 50.00
13 Admissions/Gate		
1 day	$1.00 - 10.00	
2 or more days	$1.00 - 35.00	
14 Kayak Rental Station		
Rental Fee per hour (minimum 2 hours)	$ 10.00	$ 10.00
15 Park Event		
Refundable Deposit	$ 100.00	$ 100.00
Fee for 4-hour block of time	$ 150.00	$ 150.00
16 Disc Golf Course		
Tournament Fee (per day) - includes pavilion & up to 50 participants	$ 100.00	$ 100.00
Tournament per player fee (over 50 participants)	$ 2.00	$ 2.00
17 Waterloo Volleyball Court		
Refundable Deposit	$ 50.00	$ 50.00
Fee for 4-hour block of time	$ 30.00	$ 50.00
18 Waterloo Lake Park Horseshoe Pits with lights (per day)	$ 100.00	$ 100.00
19 The Backyard Pickleball Courts		
Tournament Rate (per day)	$ 100.00	$ 100.00

D. Texoma Health Foundation Park

1 Soccer Fields		
Large Soccer Field Refundable Deposit	$ 100.00	$ 100.00
Large Soccer Field Fee (7 hours) - Fields 1 - 3	$ 200.00	$ 200.00
Small Soccer Field Refundable Deposit	$ 100.00	$ 100.00
Small Soccer Field Fee (7 hours) - Fields 4 & 5	$ 150.00	$ 150.00
2 Volleyball Courts		
Volleyball Court Fee - per 2 courts for 4 hours	$ 100.00	$ 100.00
3 Trails		
Refundable Deposit	$ 100.00	$ 100.00
Fun Walk/1 mile Fee	$ 300.00	$ 300.00
5K Fee	$ 400.00	$ 400.00
10K Fee	$ 500.00	$ 500.00
4 THF Pavilion		
Pavilion Fee - for each 4-hour block of time	$ 200.00	$ 200.00

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PARKS & RECREATION

	AMOUNT IN CITY	AMOUNT OUT CITY
5 Ball Fields		
Refundable Deposit	$ 100.00	$ 100.00
Ball Field Fee (per 7 hours)	$ 150.00	$ 150.00
6 Tournaments/Games		
Deposit	$ 250.00	$ 250.00
1 or more days	$25.00 - 150.00 per team	
Game Fee (non-baseball/softball use)	$25.00 - 150.00 per game	
7 Admissions/Gate		
1 or more days	$1.00 - 35.00	
8 Late Fee Charge		
Applied to remaining invoice balance after the due date	10%	
E. Equipment Rental		
1 Pickleball Set		
2 paddles/4 balls - refundable deposit	$ 30.00	$ 30.00
4 paddles/4 balls - refundable deposit	$ 50.00	$ 50.00
2 Cornhole Bags		
8 bags - refundable deposit	$ 20.00	$ 20.00
3 Table Tennis		
2 paddles/3 balls - refundable deposit	$ 20.00	$ 20.00
4 Ladder Ball Bolas		
6 bolas - refundable deposit	$ 15.00	$ 15.00
5 Disc Golf Starter Set		
3 discs, mini disc, and bag - refundable deposit	$ 30.00	$ 30.00
6 Checkers Set		
Refundable deposit	$ 10.00	$ 10.00
7 Chess Set		
Refundable deposit	$ 15.00	$ 15.00
F. Food Trucks - Parks & Recreation Events (additional city fees may apply)		
1 New Events/Small Events (less than 250 attendees)	$ 50.00	$ 50.00
2 Medium Events (250 - 500 attendees)	$ 100.00	$ 100.00
3 Large Events (500+ attendees)	$ 150.00	$ 150.00
4 Multiple-Day Events	Prices will vary	
G Credit Card Convenience Fee		
Fee applied to all credit/debit card payments	3% of transaction amount	

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PLANNING AND ZONING

	AMOUNT	PER UNIT
A. Zoning		
Zone Change (Straight)	$ 400.00	+ $5.00/acre
Zone Change (Planned Development)	$ 500.00	+ $10.00/acre
Zoning Verification Letter	$ 25.00	
Variance Request	$ 200.00	
Conditional Use Permit	$ 500.00	
B. Abandonment		
Street, alley, or easement abandonment (plus survey and appraisal at applicant's expense	$ 250.00	
C. Plats		
Preliminary Plat	$ 350.00	+ $5.00/acre
Final Plat (includes $75 county filing fee)	$ 500.00	+ $5.00/lot
Conveyance Plat (includes $75 county filing fee)	$ 450.00	
Master Plat/Development Plat	$ 500.00	
Minor Plat (includes $75 county filing fee)	$ 500.00	
Replat (includes $75 county filing fee)	$ 500.00	+ $5.00/lot
Amending Plat (includes $75 county filing fee)	$ 250.00	
D. Annexation	$ 750.00	
E. Site Plans		
Site Plan Review	$ 450.00	
Site Plan Amendment	$ 150.00	
F. Miscellaneous Charges		
Third Party Plan Review	Actual Cost	
Tree Mitigation Fee	$150.00 per caliper inch	
Resubmittal for any application	$ 250.00	
Park Dedication Fee	$500.00 per unit	
G. Credit Card Convenience Fee		
Fee applied to all credit/debit card payments	3% of transaction amount	

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POLICE DEPARTMENT

	AMOUNT	PER UNIT
A. Copy Charge		
1 Reports (accident)	$ 6.00	Each
2 Online Reports (finger print services)	$ 20.00	Each
B. False Security Alarm Charge		
0 - 4 responses within a 12 month period	No Charge	
5 or more responses within a 12 month period	$ 100.00	Each
C. E-911 Network		
Residence	$ 0.75	per service user per month
Business	$ 1.30	per service user per month
Trunk	$ 1.50	per service user per month
VOIP	$ 0.75	per service user per month
D. Miscellaneous Charges		
Police Initiated Tow	$ 125.00	
E. Credit Card Convenience Fee		
Fee applied to all credit/debit card payments	3% of transaction amount	

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PUBLIC WORKS PERMITS

	AMOUNT
A. Temporary Street Closure Permit	
General (submitted more than two-weeks prior to proposed closure	$ 50
Expedited (submitted within two weeks of proposed closure)	$ 250
Permit Extension	$ 100
Penalty for work started without permit	Fee doubles
City personnel performed closure (if available)	$500 for first 4 hours, $500 for every additional 2 hours
City personnel staffing for closure (if available)	$150 per person per hour
Equipment rental for City personnel performed closure	At Cost
B. Pavement Cut Permit	
General (submitted more than two-weeks prior to proposed closure	$ 50
Expedited (submitted within two weeks of proposed closure)	$ 250
Permit Extension	$ 100
Penalty for work started without permit	Fee doubles
Public Inconvenience Penalties may be assessed for incomplete and/or unaccepted work as defined by Section 21 of City Ordinance and/or as allowed by state law	
C. Driveway Approach Permit	
General (submitted more than two-weeks prior to proposed work)	$ 50
Expedited (submitted within two weeks of proposed work)	$ 250
Permit Extension	$ 100
Penalty for work started without permit	Fee doubles
D. Land Disturbance Permit	
General (submitted more than two-weeks prior to proposed work)	$ 50
Expedited (submitted within two weeks of proposed work)	$ 250
Permit after unpermitted work occurs	Fee doubles
E. Credit Card Convenience Fee	
Fee applied to all credit/debit card payments	3% of transaction amount

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PUBLIC WORKS - RIGHT OF WAY

	AMOUNT	PER UNIT
A. Network Nodes		
Application Fee (for each network node up to but not more than 30)	$ 100.00	
Annual Public Right-of-Way Fee (per network node installed)	$ 250.00	Per node
B. Node Support Poles		
Application Fee for each Network Support Pole	$ 100.00	Each
C. Transfer Facilities		
Application Fee	$ 100.00	
Transfer Facility Monthly Rental Rate	$ 28.00	Per node
D. Micro Network Nodes		
If installation attached on lines between poles or node support poles	No Charge	
E. Collocation of Network Nodes on City's Service Poles		
Subject to execution of City's Service Pole Agreement	$ 20.00	Per year
F. City-Owned Utility Poles		
Annual Rate - based upon pole attachment rate consistent with Section 54.024		
G. Miscellaneous Fees		
Permit and review fee (max $1,000/pole, $500/5 network nodes)	3% of proj. value + $2.50 each additional	
Reinspection Fee	$ 45.00	
H. Credit Card Convenience Fee		
Fee applied to all credit/debit card payments	3% of transaction amount	

****Work without a permit doubles all fees for the Permit****

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PUBLIC WORKS - SANITATION

	AMOUNT	TAX	TOTAL	PER UNIT
A. Residential Sanitation				
Standard Residential	$ 29.13	$ 2.40	$ 31.53	Per month
Residential Carry-out	$ 42.18	$ 3.48	$ 45.66	Per month
Courtesy Carry-out	$ 29.13	$ 2.40	$ 31.53	Per month
Extra Cart (Trash)	$ 14.95	$ 1.23	$ 16.18	Per month
Extra Cart (Recycle)	$ 3.00	$ 0.25	$ 3.25	Per month
Customer outside City Limits	$ 58.26	$ 4.81	$ 63.07	Per month
B. Commercial Sanitation				
Commercial Bags (Trash Cart)	$ 46.08	$ 3.80	$ 49.88	Per month
Share a dumpster	$ 46.08	$ 3.80	$ 49.88	Per month
Three yard container, minimum pick up:				
1 time per week	$ 106.71	$ 8.80	$ 115.51	Per month
2 times per week	$ 213.42	$ 17.61	$ 231.03	Per month
3 times per week	$ 320.13	$ 26.41	$ 346.54	Per month
4 times per week	$ 426.83	$ 35.21	$ 462.04	Per month
5 times per week	$ 533.54	$ 44.02	$ 577.56	Per month
6 times per week	$ 640.25	$ 52.82	$ 693.07	Per month
Each additional 3 yard container pick up	$ 33.70	$ 2.78	$ 36.48	Per occurrence
Four yard container, minimum pick up:				
1 time per week	$ 142.23	$ 11.73	$ 153.96	Per month
2 times per week	$ 284.46	$ 23.47	$ 307.93	Per month
3 times per week	$ 426.70	$ 35.20	$ 461.90	Per month
4 times per week	$ 568.93	$ 46.94	$ 615.87	Per month
5 times per week	$ 711.16	$ 58.67	$ 769.83	Per month
6 times per week	$ 853.39	$ 70.40	$ 923.79	Per month
Change in container pick up schedule	$ 41.50	$ 3.42	$ 44.92	Per occurrence
C. Roll-off/Roll-on Sanitation				
20 yard dumpster	$ 562.81	$ 46.43	$ 609.24	Per pick up
30 yard dumpster	$ 844.22	$ 69.65	$ 913.87	Per pick up
20 yard dumpster (shingles)	$ 690.00	$ 56.93	$ 746.93	Per pick up
Overweight dumpsters (over 11 tons)	$ 115.00	$ 9.49	$ 124.49	Per ton
More than 30 days between pulls	$ 115.00	$ 9.49	$ 124.49	Per occurrence
Relocation	$ 57.50	$ 4.74	$ 62.24	Per occurrence
Customer-owned roll-on/roll-off (per yard/per pick	$ 24.93	$ 2.06	$ 26.99	Per yard
City-owned roll-on/roll-off (per yard/per pick up)	$ 28.14	$ 2.32	$ 30.46	Per yard
Compactor	$ 1,125.60	$ 92.86	$ 1,218.46	Per pick up
Overweight Compactor (over 11 tons)	$ 115.00	$ 9.49	$ 124.49	Per ton
Small tire pull out	$ 13.00	$ 1.07	$ 14.07	Per item
Large tire pull out	$ 20.00	$ 1.65	$ 21.65	Per item
Small tire w/ rim pull out	$ 19.00	$ 1.57	$ 20.57	Per item
Appliance pull out w/o freon	$ 18.00	$ 1.49	$ 19.49	Per item
Appliance pull out w/freon	$ 33.00	$ 2.72	$ 35.72	Per item

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PUBLIC WORKS - SANITATION

	AMOUNT	TAX	TOTAL	PER UNIT
D. Special Pick-Ups				
Forced Special Pick-up (lumber, furniture, white goods, etc.)	$ 34.50	$ 2.85	$ 37.35	per cubic yard
Scheduled Special Pick-up	$ 17.25	$ 1.42	$ 18.67	per cubic yard
Removal of Food from Refrigerators	$ 23.00	$ 1.90	$ 24.90	Per occurrence
E. Dumpster Cleaning				
Compactor	$ 92.58	$ 7.64	$ 100.22	Per occurrence
3 or 4 yard container	$ 47.73	$ 3.94	$ 51.67	Per occurrence
F. Collection Station				
Junk	$ 10.00	$ 0.83	$ 10.83	per cubic yard
Brush & Limb	$ 6.00	$ 0.50	$ 6.50	per cubic yard
G. Credit Card Convenience Fee				
Fee applied to all credit/debit card payments				3% of transaction amount
H. Late Fee				10% of past due balance

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WATER AND SEWER

	AMOUNT IN CITY	PER UNIT OUT CITY
A. Service Fees		
Commercial Connection Fee (Dumpsters)	$ 35.00	
Commercial Connection Fee (Commercial Bags)	$ 35.00	
Commercial Security Deposit	$ 100.00	
Holidays and Weekends Service Fee	$ 50.00	
Reconnect Fee after 3:00 pm	$ 75.00	
Reconnect Fee before 3:00 pm during business hours	$ 25.00	
Residential Connection Fee	$ 35.00	
Residential Security Deposit	$ 100.00	
Return Check Fee	$ 30.00	
Transfer Service Fee	$ 30.00	
Request for Re-Read	$ 25.00	
Meter/Meter Repair (new construction - due to defective or incomplete work)	$ 100.00	
Water Meter Damage Fee	$ 150.00	
Fire Hydrant Meter Security Deposit	$ 3,000.00	
Jumper or Illegal Connection + Estimated Usage	$ 300.00	
B. Waters Rates		
Residential Base Rate		
Per Residential living unit there will be a base charge each month based on meter size		
1" Meter and Below	$ 31.49	$ 56.00
1 1/2" Meter	$ 41.57	$ 62.36
2" Meter	$ 55.43	$ 83.15
3" Meter	$ 157.46	$ 236.19
4" Meter	$ 195.26	$ 292.89
Residential Volume Rate		
Per Residential living unit there will be a volume rate per 1,000 gallons for water consumption over the 1st 1,000 gallons per month.		
1,001 - 5,000 gallons	$ 3.7198	$ 6.5376
5,001 - 10,000 gallons	$ 4.6497	$ 6.9746
10,001 - Above gallons	$ 5.8121	$ 8.7182
Commercial Base Rate		
Per Commercial User there will be a base charge per month based on meter size		
1" Meter and Below	$ 58.32	$ 100.00
1 1/2" Meter	$ 76.98	$ 115.47
2" Meter	$ 102.64	$ 153.96
3" Meter	$ 291.60	$ 437.40
4" Meter	$ 361.58	$ 542.37

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WATER AND SEWER

	AMOUNT IN CITY	PER UNIT OUT CITY
Commercial Volume Rate		
Per Commercial User there will be a volume rate per 1,000 gallons for water consumption per month over the 1st 1,000 gallons per month.		
1,001 - 25,000 gallons	$ 4.9214	$ 8.4386
25,001 - 50,000 gallons	$ 6.1517	$ 9.2276
50,001 - Above gallons	$ 7.6897	$ 11.5346
Industrial Base Rate		
Industrial User shall mean a user who consistently uses 3,750,000 or more of treated water each month for the purpose of manufacturing a good or service for distribution and sale, or as approved by the City Manager.		
Per Industrial User there will be a base charge per month based on meter size		
1" Meter and Below	$ 99.14	$ 170.00
1 1/2" Meter	$ 130.87	$ 196.31
2" Meter	$ 174.49	$ 261.74
3" Meter	$ 495.72	$ 743.58
4" Meter	$ 614.69	$ 922.04
Industrial Volume Rate		
Per Industrial User there will be a volume rate per 1,000 gallons for water consumption per month over the 1st 1,000 gallons per month.		
1,001 - 3,750,000 gallons	$ 4.3605	$ 7.4768
3,750,001 - 7,500,000 gallons	$ 4.1796	$ 7.1666
7,500,001 - Above gallons	$ 3.9987	$ 6.8564

C. Sewer Rates

Residential Base Rate		
Per Residential living unit there will be a base charge each month based on meter size		
1" Meter and Below	$ 33.06	$ 52.00
1 1/2" Meter	$ 43.64	$ 65.46
2" Meter	$ 58.19	$ 87.29
3" Meter	$ 165.31	$ 247.97
4" Meter	$ 204.99	$ 307.49
Residential Variable Rate		
Per Residential living unit there will be a per 1,000 gallon rate for consumption over the 1st 1,000 gallons per month base charge each month based on meter size		
1,001 - Above gallons	$ 3.4925	$ 5.4136

Draft

WATER AND SEWER

	AMOUNT IN CITY	PER UNIT OUT CITY
Commercial Base Rate		
Per Commercial user there will be a base charge per month based on meter size		
1" Meter and Below	$ 66.13	$ 100.00
1 1/2" Meter	$ 87.29	$ 130.94
2" Meter	$ 116.38	$ 174.57
3" Meter	$ 330.63	$ 495.95
4" Meter	$ 409.98	$ 614.97
Commercial Variable Rate		
Per Commercial there will be a volume rate of 1,000 gallons for water consumption per month over the 1st 1,000 gallons per month		
1,001 - Above gallons	$ 5.3544	$ 8.0974
Industrial Base Rate		
Industrial user shall mean a user who consistently uses 3,750,000 gallons or more of treated water each month for the purpose of manufacturing a good or service for distribution and sale, or as approved by the City		
1" Meter and Below	$ 109.77	$ 166.00
1 1/2" Meter	$ 144.89	$ 217.34
2" Meter	$ 193.19	$ 289.79
3" Meter	$ 548.84	$ 823.26
4" Meter	$ 680.56	$ 1,020.84
Industrial Variable Rate		
Per Industrial user there will be a volume rate of 1,000 gallons for water consumption per month over the 1st 1,000 gallons per month		
1,001 - Above gallons	$ 5.3544	$ 8.0974

Draft

Industrial Surcharge

BOD
TSS
= ((R1 * (BOD-250)) + (R2 * (TSS-250))) * Q * 8.34

R1 = $0.33 lbs
R2 = $0.27 lbs

BOD = Biochemical Oxygen Demand in mg/L
TSS = Total Suspended Solids in mg/L
Q = Flow in million gallons per day (MGD)

An additional surcharge is to be added to the above charge for the total sewage charge whenever the customer's sewage exceeds that of normal domestic wastewater (250 mg/l). The industrial waste surcharge represents an apportionment of the cost of handling the excess load imposed on the sewage treatment plant.

WATER AND SEWER

	AMOUNT	PER UNIT

D. Tap Fees

Water

1" tap without street cut	$ 1,200.00
1" tap with street cut	$ 2,100.00
2" tap without street cut	$ 1,800.00
2" tap with street cut	$ 2,000.00
Over 2" tap	Contractor

The fee above includes the meter box and lid for all 1" and 2" taps. The meter box and lid for all taps larger than 2" will be the water customer's responsibility. All taps over 2" will be the responsibility of the customer to install by City specifications. Meter box and lid specifications will be provided by the City. Installations must meet City specifications and approval.

Sewer

4" tap without street cut	$ 900.00
4" tap with street cut	$ 900.00
6" tap without street cut	$ 900.00
6" tap with street cut	$ 1,100.00

The City will furnish and install all sewer line materials up to the City side clean-out at property line.

E. Meter Costs

1" Meter	$ 385.00
2" Meter	$ 1,134.00
3" Meter	$ 2,191.00
4" Meter	Actual Cost
6" Meter	Actual Cost
8" Meter	Actual Cost
10" Meter	Actual Cost
Residential Meter Register Upgrade Fee	$ 255.00
Residential Meter Test Fee	$ 100.00
Commercial Meter Test Fee	$ 500.00

All water meters 2" and larger will be tested annual for accuracy by the City. The water customer will be responsible for the cost of the annual testing, as well as for any repairs which are found necessary to ensure proper operation of the meter. In addition to the annual test, a test may be ordered at any time the Utility Billing Department suspects that a meter is working improperly. If the test confirms a defective meter, the cost of the test, repair and/or replacement of the meter will be the responsibility of the water customer.

F. Credit Card Convenience Fee

Fee applied to all credit/debit card payments — 3% of transaction amount

G. Late Fee

10% of past due balance

Draft

City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion, and take action on a Service Agreement in the amount of $63,240.32 between the City of Denison and Madden Media for a twelve-month digital marketing program with website hosting, and authorize the Interim City Manager to execute the same.

Staff Contact
Rachel Reinert, Tourism Manager
rreinert@cityofdenison.com
(903) 647-7976

Summary
- This will be the sixth year that Madden Media has partnered with the City of Denison to provide digital marketing services and will be the fourth year to host the tourism website.
- The contract provides digital marketing services including social media ads, Search Engine Marketing, and Responsive Display Ads.
- Madden Media is a Tourism-Focused agency who partners with multiple Convention and Visitors Bureaus and Destination Marketing Organizations nationwide.
- During the 2023 Fiscal Year, Madden Media achieved in getting over 100,000 visitors to the Discover Denison website through online advertising.

Staff Recommendation
Staff recommends approving the renewal service contract with Madden Media for a digital marking program and website hosting.

Recommended Motion
"I move to approve a Service Agreement in the amount of $63,240.32 between the City of Denison and Madden Media for a twelve-month digital marketing program with website hosting, and authorize the Interim City Manager to execute the same."

Background Information and Analysis
The City of Denison has partnered with Madden Media since 2019 for digital marketing services. Madden Media helped launch the Discover Denison website on March 30, 2021, and have hosted the site since then, with regular website maintenance and tutorials.

The contract includes website hosting and maintenance. The DiscoverDenison website features restaurants, businesses, events, and trip ideas in Denison. There is also a listing of Denison's hotels and short-term rentals that connects to their individual websites or listings.

Madden Media will also provide digital marketing services including the creation and Facebook, Reddit, and Instagram ads with Click to Site, as well as Search Engine Marketing and Responsive Display Ads on Google. Madden runs monthly campaigns for all of the digital marketing, and ensures a set number of clicks or impressions that have consistently performed well above industry standard.

In the 2023 Fiscal Year, Madden Media exceeded goals for marketing and directing online traffic to the Discover Denison website, including:

- 20,000+ website clicks through Search Engine Marketing
- 29,000+ website clicks through Meta
- 65,000+ website clicks through Google Responsive Display Ads

Prior Board or Council Action
This Item has not been previously presented.

Alternatives
The City Council may not approve the service agreement.

31 N 6th Ave.
Suite 105-157
Tucson, AZ 85701
Office: 520.322.0895
mmcontracts@maddenmedia.com

Contract Number	00007980
Expiration Date	12/31/2023

Account Name	City of Denison TX	Bill To Account	City of Denison TX
Contact Name	Rachel Reinert	Bill To Account Address	PO Box 347 Denison, TX 75021
Email	rreinert@cityofdenison.com		

Product	Sales Price	Quantity	Total Price	Line Item Description
Google Responsive Display (CPM)	USD 18,000.00	1.00	USD 18,000.00	Deliverable: 6,207,000 impressions
Google SEM - General Leisure (CPC)	USD 20,000.00	1.00	USD 20,000.00	Deliverable: 20,833 clicks
Meta Ads Prospecting (CPC)	USD 12,880.32	1.00	USD 12,880.32	Deliverable: 14,311 clicks
Meta Ads Remarketing (CPC)	USD 6,000.00	1.00	USD 6,000.00	Deliverable: 3,750 clicks
Website Maintenance includes hosting (Monthly)	USD 530.00	12.00	USD 6,360.00	12 months website hosting & maintenance

Description	FY24 (Oct-Sept) Digital Marketing, Website Hosting & Maintenance.	Subtotal	USD 63,240.32
		Grand Total	USD 63,240.32

Terms & Conditions

Madden Media Standard Terms & Conditions for Digital Marketing Services
https://maddenmedia.com/mm_digital_terms

Madden Media Standard Terms & Conditions for Print Production and Advertising Services
https://maddenmedia.com/mm_print_terms

Madden Media Standard Terms & Conditions for Professional Services
https://maddenmedia.com/mm_prof_services_terms

Madden Media Standard Terms & Conditions for Madden Voyage and Voyage+ Services
https://maddenmedia.com/mm_voyage_terms

By signing and accepting below you are acknowledging that you have read and agree to the specific terms outlined in this document and wish to proceed with the implementation of the aforementioned products and services.

Authorized signature:

Print Name:

Date:

Created Date 9/6/2023

phone 520-322-0895

Standard Terms and Conditions for Madden Voyage Services

These Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (MM) may provide Madden's business intelligence platform to the CLIENT. References to ""CLIENT"" in these Terms and Conditions means the "ACCOUNT" as specified in the preceding quote.

Term. This Agreement shall commence on the effective date as indicated by signing and continue for a minimum period of 12-months.

Following the initial 12-month period, this agreement will renew for consecutive 12-month terms unless cancelled by the Client in writing with a minimum 30-day notice prior to renewal.

Services and Obligations. During the term, MM will use subscribed data feeds and CLIENT advertiser platform data to provide the CLIENT the proprietary information on the Madden Voyage Intelligence Platform.

Professional Services Warranty. Madden Media warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with the SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. Madden Media's ability to successfully perform such services is dependent on Customer's provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing, and Customer notifies Madden Media within 10 days of delivery of the Professional Services, Customer may require Madden Media to re-perform the non-conforming portions of the Professional Services.

Limited Rights. Subject to the payment of all Fees and provided that You are not in breach of any obligation hereunder, MM grants You a nonexclusive, non-transferable, limited license to access and utilize the Madden Media's Business Intelligence Platform for analytics and evaluations within your business only as specified for the duration specified in the preceding quote and for no other purpose. You may extract information from the Voyage Data Sets for analyses In no case shall you share or resell the Voyage data Sets (i.e. raw data) to partners or any other third party. The Limited License will automatically terminate, without notice, upon your breach of this Agreement (including your failure to pay any due Fees).

Commitment and Payment Terms: Unless otherwise agreed upon within the preceding quote, CLIENT will be billed in full upon activation. MM will invoice CLIENT for all fees under this Agreement, and CLIENT will pay MM all invoiced amounts within 30 days after the date of the invoice to MM. MM may remove any access to the Madden Voyage Platform and cancel any Agreement, if CLIENT is in default of its payment obligations. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on MM income) is the responsibility of CLIENT.

Intellectual Property Rights. The Parties acknowledge and agree that the Data Provider(s) retains intellectual property rights over the raw data transferred.

Uses. The CLIENT agrees that the data provided is restricted to uses for statistical, research, advertising performance and planning purposes by employees of CLIENT and MM. The CLIENT will not republish any of the Intelligence, or disclose to any third party without the written consent of MM.

Disclaimer. The CLIENT undertakes to understand the methodology behind the data gathering and as such, the MM holds no liability as to the accuracy of the information. The CLIENT understands that the information is gathered based on reasonable assumptions and the CLIENT holds that the information is a directional estimation.

Assignment: Neither party shall have any right or ability to assign, transfer, or sublicense any obligations under this agreement without the prior written consent of the other party (and any attempt will be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this agreement relates.

Indemnity and Hold Harmless: CLIENT agrees to indemnify, defend, protect and hold free and harmless MM and its officers, members, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of CLIENT, its agents, employees, and sales personnel or from the publication of any CLIENT materials supplied by CLIENT , including, without limitation, any such liability arising out of copyright, privacy, or antitrust. CLIENT shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of MM.

MM does hereby indemnify and hold harmless CLIENT and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of MM, its agents, or employees or from the publication of any material supplied by MM. MM shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of CLIENT.

Taxes: All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this contract or otherwise in connection with the business of MM and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by MM, and MM shall hold CLIENT harmless from any liability with respect thereto.

In addition to the contract value, CLIENT agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the CLIENT. MM reserves the right to apply and charge sales tax as required by any government authority.

Miscellaneous: This Agreement shall be construed and controlled by the laws of the State of Arizona. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by MM and it shall not be effective until signed by CLIENT. MM will pay all data subscription costs directly to 3rd party suppliers.

Independent Status: The parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the parties joint venturers or as making either party or any of its employees the employee of the other.

phone 520-322-0895

Standard Terms and Conditions for Professional Services

AGREEMENT DETAILS

These Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (MM, “Agency”) may provide Madden’s Professional Services to the CLIENT. References to “CLIENT” in these Terms and Conditions means the "ACCOUNT" as specified in the preceding quote.

Term: This Agreement shall commence on the effective date as indicated by signing and shall remain in effect through the quoted program’s end.

Purpose: Under this Professional Services Agreement (“Agreement”) Madden Media (MM, “Agency”) shall provide professional agency services that may include: strategic planning, public relations, advertising, creative, digital marketing, website development, search engine marketing, social media, digital media planning/buying, and other marketing services (collectively, the “Services”) as agreed to between Madden Media and CLIENT (“Client”). Agency and Client may each be individually referred to as a “Party” and collectively as the “Parties” in this Agreement.

Budget Commitment: Agency has based this Agreement on Client’s total purchase commitment **indicated on preceding quote** to be allocated evenly across the term unless otherwise indicated on the quote. Agency recognizes the importance of transparency and, upon request, will provide Client with all records relative to Services provided to Client under this Agreement.

Task Orders: Services provided under this Agreement, will be set forth and priced through individual task orders delivered in advance to Client. Each task order shall include a description and total cost estimate for each proposed Service. Agency shall not undertake performance of any Services listed in a task order without the prior written approval of Client. Services to be provided by Agency in individual task orders may include the following:

- Account Service
- Media Planning & Buying
- Creative Production & Services
- Website Development
- Results Tracking, KPIs, & Metrics
- Content creation and paid distribution

This individual “task order” approach provides a performance-first model that provides the flexibility to the Client to identify and optimize their purchasing efforts via an agency marketing calendar.

Payment: Unless otherwise agreed upon, CLIENT will be billed in full the month following services activation. MM will invoice CLIENT for all fees under this Agreement, and CLIENT will pay MM all invoiced amounts within 30 days after the date of the invoice to MM. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on MM income) is the responsibility of CLIENT.

Indemnity and Hold Harmless: Client does hereby indemnify and hold harmless Agency and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney’s fees and other costs of defense, arising in any way from Client’s performance of this Agreement, including without limitation, the fault or negligence of Client, its agents, or employees from the publication of any material supplied by Client. Client shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of Agency.

Agency does hereby indemnify and hold harmless Client and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from Agency's performance of this Agreement, including without limitation, the fault or negligence of Agency, its agents, or employees from the publication of any material supplied by Agency. Agency shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of Client.

Taxes:
All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this Agreement or otherwise in connection with the business of Agency and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by Agency, and Agency shall hold Client harmless from any liability with respect thereto.

In addition to the contract value, CLIENT agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the CLIENT. MM reserves the right to apply and charge sales tax as required by any government authority.

Assignment:
Neither party shall have any right or ability to assign, transfer, or sublicense any obligations under this agreement without the prior written consent of the other party (and any attempt will be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this agreement relates.

Modification:
This Agreement may only be modified in writing and signed by both Parties hereto.

Independent Contractor Status:
The Parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the Parties joint venturers or as making either Party or any of its employees the employee of the other.

Ownership:
All campaigns, creative, social media channels, slogans, artwork and digital assets, written materials, drawings, photographs, graphic materials, film, music, transcriptions, or other materials produced by Agency pursuant to this Agreement (collectively, the "Work Product") are the property of the Client.

Professional Services Warranty.
Madden Media warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with the SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. Madden Media's ability to successfully perform such services is dependent on Customer's provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing, and Customer notifies Madden Media within 10 days of delivery of the Professional Services, Customer may require Madden Media to re-perform the non-conforming portions of the Professional Services.

Miscellaneous:

This Agreement shall be construed and controlled by the laws of the State of Arizona. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by the Agency and it shall not be effective until signed by Client. Agency will pay all media costs directly to 3rd party vendors and provide the Client with real-time reporting and any custom reports upon request.

Amendment:
The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by each of the Parties.

Notices:
Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

Execution in Counterparts:
This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Signatures transmitted via facsimile or portable document format ("pdf") to other Parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

Warranty of Authority:
Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the Party indicated, and each of the Parties by signing this Agreement warrants and represents that such Party is legally authorized and entitled to enter into this Agreement.

phone 520-322-0895

Standard Terms and Conditions for Print Production and Advertising Services

AGREEMENT DETAILS

ORDERS FOR ADVERTISEMENTS:

These Standard Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (“MM”; “PUBLISHER”) may provide print and advertising services for the ADVERTISER. References to "ADVERTISER" in these Standard Terms and Conditions means the "ADVERTISER" as specified in the preceding quote.

Terms: This offer for contract remains binding if Agreement is signed and returned within seven days to the postal address, email address or fax number shown below.

Credit Card: Payments made by credit card are subject to a processing fee.

Approvals: All contents of all advertisements are subject to PUBLISHER’s approval. PUBLISHER reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time.

Positioning: Positioning requests will be considered but not guaranteed unless position is paid for and specified in the Agreement. The ultimate position of each advertisement is at discretion of PUBLISHER. Space reservation deadline for premium positions is four weeks prior to published rate card deadlines.

Deadlines & Materials: If the ADVERTISER does not submit acceptable ad copy and/or production materials by materials due date, the PUBLISHER reserves the right to use prior ad materials or fill the space with a non-revenue ad. If the ADVERTISER does not return any provided proofs with all required changes by the proof deadline, PUBLISHER reserves the right to use provided proof with editorial modifications deemed appropriate in editing process. The ADVERTISER is still liable for the full cost of the ad space. Ad materials must conform to specifications in PUBLISHER’s Electronic Ad Specifications form and/or rate card.

Ad Production & Changes: Please see Production Rate Card for applicable production, change and ad submission rates. ADVERTISER agrees to accept the terms of the Production Rate Card as part of this Agreement.

Print Method: Body and cover are printed web offset. Final reproduction quality is contingent on materials furnished. Due to the nature of web offset and sheet-fed printing, color reproduction may vary from proofs and originals provided.

Commissions: A 15% commission is available to recognized agencies. No agency commission is allowed if payment is not received within 60 days of invoice date.

Payment: Amounts due are invoiced upon delivery of publication. Some advertisement contracts may be required to be accompanied by a 50% deposit. Any balance not paid within 30 days of invoice date will be subject to a 1.5%

monthly (18% per annum) finance charge, unless payment plan option is approved. PUBLISHER may order a client credit report at any time.

PUBLISHER may hold ADVERTISER and its advertising agency, jointly and severally, liable for all sums due and payable to PUBLISHER. Any collection expense or legal fees incurred in collecting payment will be paid for by the ADVERTISER/agency.

In addition to the contract value, ADVERTISER agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the ADVERTISER. MM reserves the right to apply and charge sales tax as required by any government authority.

Cancellations: The ADVERTISER shall have the right to cancel this Agreement at any time within three days of the date of this Agreement by written notice to PUBLISHER. Any cancellation made after three days and up to and including the closing date shall be billed 30% of the amount of the original charge. No cancellations shall be accepted by the PUBLISHER after the closing date.

Frequency Discounts: Apply only to advertising on written contracts. Repeat ads may be run the same as previous issue unless changes are received two weeks prior to closing date. If frequency contract is not fulfilled, ADVERTISER agrees to pay short rate. Short rate is difference between rate contracted for and issue rates per rate card. Any frequency contract cancellations must be made in writing two weeks prior to closing date.

Omissions/Errors: PUBLISHER will exercise every care to prevent an error or omission in each advertisement. ADVERTISER has 15 days from publication date to notify PUBLISHER of any omissions or errors. ADVERTISER is responsible for making all required changes to any proof provided. The publication shall not be responsible for an omission or error if a proof of an ad has been provided to the ADVERTISER. The PUBLISHER is not liable for failure to publish an ad or for typographical errors in publication. Adjustments for errors are limited to the cost of that portion of the ad wherein the error occurred. Advertising corrections of changes taken over the telephone are accepted only at the ADVERTISER's risk. Advertisements not received by advertising production department by material closing date will not be entitled to the privilege of approval or revision by the ADVERTISER or its agency.

PUBLISHER/ADVERTISER: All advertisements are accepted and published upon Agreement that the party placing such materials is authorized to publish any and all such materials. In consideration of the acceptance, ADVERTISER and/or agency agree to indemnify and hold the PUBLISHER harmless from and against any loss or expense on claims based on the subject matter of such advertisements.

Responsibility for Digital Advertisements: For any digital advertising related to an Agreement, ADVERTISER represents and warrants to PUBLISHER that it is fully authorized to deliver, and authorizes PUBLISHER to deliver on its partners' behalf, content through advertisements (including, without limitation, all content such as text, graphics, URLs, and sites to which URLs are linked), and that all content complies with all applicable laws and regulations. If an agency is entering into this Agreement on behalf of an ADVERTISER, Agency agrees to the foregoing representations and also represents and warrants that it is the authorized agent of ADVERTISER, and ADVERTISER is not, as of the date of this Agreement, in material breach of any agreement with or in default with respect to any amount owed to Agency. It is the responsibility of ADVERTISER or Agency to inform PUBLISHER of

removed or relocated web content that may adversely affect the advertisements' ability to deliver appropriate content to visitors. MM will not be held liable for any clicks delivered to removed or relocated web content, such as those resulting in an HTTP 404 error response code.

Entire Agreement: This writing contains the entire Agreement of the parties. No representations are made or relied upon by either party other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any of the terms set forth unless done in writing and signed by the PUBLISHER and the ADVERTISER.

ADVERTISER and its agency will be presumed to have read this Agreement and agreed to its conditions.

phone 520-322-0895

Standard Terms and Conditions for Digital Marketing Services

These Standard Terms and Conditions, together with the preceding quote (collectively, the "Agreement") govern the terms under which Madden Media (MM) may manage digital campaigns for the ADVERTISER. References to "ADVERTISER" in these Standard Terms and Conditions means the "ADVERTISER" as specified in the preceding quote.

Term: This Agreement shall commence on the effective date as indicated by signing and shall remain in effect through the quoted program's end.

Indemnity and Hold Harmless: ADVERTISER agrees to indemnify, defend, protect and hold free and harmless MM and its officers, members, directors, and employees from and against any and all liabilities, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of ADVERTISER, its agents, employees, and sales personnel or from the publication of any editorial or ADVERTISER materials supplied by ADVERTISER, including, without limitation, any such liability arising out of copyright, privacy, or antitrust. ADVERTISER shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of MM.

MM does hereby indemnify and hold harmless ADVERTISER and its officers, members, directors, and employees from any liability, damages, costs, expenses, obligations, claims, fines, penalties or losses, including but not limited to all attorney's fees and other costs of defense, arising in any way from the fault or negligence of MM, its agents, or employees or from the publication of any material supplied by MM. MM shall not, however, be liable hereunder for any damages or other losses set forth above which are caused by the fault or negligence of ADVERTISER.

Taxes: All tax and other returns required by city, local, state or federal laws or regulations with respect to the performance of this contract or otherwise in connection with the business of MM and all payments due thereon, and all fees or other payments due in connection therewith, including generally, but not limited to, income or other tax withholding, social security, unemployment compensation, disability coverage and other taxes shall be made, filed and paid by MM, and MM shall hold ADVERTISER harmless from any liability with respect thereto.

In addition to the contract value, ADVERTISER agrees to pay any and all sales, value added and other taxes levied or assessed by any government authority by reason of this Agreement and which are at law collectible from the ADVERTISER. MM reserves the right to apply and charge sales tax as required by any government authority.

Assignment: Neither party shall have any right or ability to assign, transfer, or sublicense any obligations under this agreement without the prior written consent of the other party (and any attempt will be void), except that either party may (without consent) assign and transfer this Agreement and its rights and obligations hereunder to any successor to substantially all of its business to which this agreement relates.

Modification: This Agreement may only be modified in writing and signed by both parties hereto.

Confidentiality: Information that is disclosed by one party to the other party, and that is marked "confidential," or which under the circumstances ought reasonably to be treated as confidential information (including this agreement), will be treated as confidential by you. You will not disclose to a third party such information or use such information other than for the purpose for which it was provided without the written consent of us. This limitation will apply for a period of one (1) year after disclosure of such confidential information. The foregoing limitations do not apply to the extent such information: (a) is or subsequently becomes publicly available other than through a breach of these limitations; (b) is already known to the receiving party at the time of disclosure; (c) is developed by the receiving party independent of such information; or (d) is rightfully received from a third party without restrictions on disclosure or use.

MM and ADVERTISER collectively agree to keep the terms of this Agreement and all information pertaining to the advertising sales and other information pertaining to either party's business strictly confidential except as may be required to sell Advertising. Disclosure by MM or ADVERTISER to its attorneys, accountants, or tax advisors and sales representatives, or as may be required by law to any governmental agency or authority or to a court or arbitrator shall be conditioned on all reasonable steps being taken to maintain the confidentiality of the terms of this Agreement. Either party shall notify the

other party promptly if any such disclosure is requested or required. Neither party shall issue any press releases or public announcements pertaining to this Agreement or the Advertising Sales unless such releases or announcements have been approved by the other party prior to issuance.

Responsibility for Advertisements: ADVERTISER represents and warrants to MM that it is fully authorized to deliver, and authorizes MM to deliver on its partners' behalf, content through advertisements (including, without limitation, all content such as text, graphics, URLs, and sites to which URLs are linked), and that all content complies with all applicable laws and regulations. If an agency is entering into this Agreement on behalf of an ADVERTISER, Agency agrees to the foregoing representations and also represents and warrants that it is the authorized agent of ADVERTISER, and ADVERTISER is not, as of the date of this Agreement, in material breach of any agreement with or in default with respect to any amount owed to Agency. It is the responsibility of ADVERTISER or Agency to inform MM of removed or relocated web content that may adversely affect the advertisements' ability to deliver appropriate content to visitors. MM will not be held liable for any clicks delivered to removed or relocated web content, such as those resulting in an HTTP 404 error response code.

Miscellaneous: This Agreement shall be construed and controlled by the laws of the State of Arizona. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. This Agreement does not constitute an offer by MM and it shall not be effective until signed by ADVERTISER. ADVERTISER will not have direct access to bid management interface, advertising platforms, or metrics such as cost per click incurred and cost per thousand impressions incurred. All platform accounts and contents therein will remain the intellectual property of MM during and after the program described with this MA. MM will pay all media costs directly to 3rd party vendors.

Counts and Make Goods: MM counts instances of Content being delivered based on requests, and MM will issue monthly tracking reports on that basis. ADVERTISER will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative. If MM fails to deliver the contracted impressions during the contract term, ADVERTISER's sole remedy for such failure will be an extension of this Agreement until the contracted deliverables are provided in full. The final determination of delivery will be as reported by MM's ad server platforms. MM will not be liable for impressions or other delivery discrepancies between said platforms and ADVERTISER's 3rd party ad tagging. MM guarantees costs and assumes all risks based on current levels of online inventories and marketplace demand. In the event, and only in the event, market conditions shift to prevent the execution of the contract as contemplated by the parties, ADVERTISER and MM may mutually agree to alter the agreement terms or either party may terminate the contract upon 10 business days' notice in party's sole discretion.

Commitment and Payment Terms: Unless otherwise agreed upon, ADVERTISER will be billed in full upon advertising campaign activation. MM will invoice ADVERTISER for all fees under this Agreement, and ADVERTISER will pay MM all invoiced amounts within 30 days after the date of the invoice to MM. MM may remove any advertisements and cancel any Agreement, if ADVERTISER is in default of its payment obligations. Amounts due hereunder do not include taxes or other government fees, the computation and payment of which (other than taxes on MM income) is the responsibility of ADVERTISER.

Reporting: MM will provide monthly reports, at a minimum, taken directly from the applicable advertising account(s) demonstrating key metrics such as clicks, impressions and click-through rates. ADVERTISERS will only be privy to results of their individual advertising or the cumulative results of their program when sponsoring a cooperative initiative.

Independent Status: The parties intend that an independent contractor relationship will be created by this Agreement. Nothing in this Agreement shall be construed as making the parties joint venturers or as making either party or any of its employees the employee of the other.

City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion and take action on an Ordinance amending Chapter 13, "Nuisances", Article III, "Abandoned Vehicles", Section 13-40, "Definitions", and Article IV, "Junked and Inoperable Vehicles, Section 13-73(G), "Inoperable Vehicles and Inoperable Motor Vehicles – Abatement and Removal".

Staff Contact
Robert Lay, Neighborhood Services Manager
rlay@cityofdenison.com
903-465-2720 ext. 2457

Summary
- The current ordinance does not have definitions in Chapter 13, Articles III and IV.
- Proposed ordinance would provide definitions for relevant terms for each Article.
- The second proposed amendment would reduce the time period an inoperable vehicle is permitted on private property before being declared a nuisance (junked vehicle) from forty-five (45) days to thirty (30) days.
- This ordinance amendment will align with the Texas Transportation Code on statutory waiting periods for inoperable vehicles to be located on private property in order to comply with state requirements while properly meeting community and development needs.

Staff Recommendation
Staff recommends approval of the Ordinance amendments.

Recommended Motion
"I move to approve the Ordinance amending Chapter 13, "Nuisances", Article III, "Abandoned Vehicles", Section 13-40, "Definitions", and Article IV, "Junked and Inoperable Vehicles, Section 13-73(G), "Inoperable Vehicles and Inoperable Motor Vehicles – Abatement and Removal"."

Background Information and Analysis
The current ordinance does not provide definitions for abandoned, junked or inoperable vehicles and other relevant terms in Chapter 13, Articles III and IV. The proposed ordinance would provide definitions to terms required for the regulation of nuisances related to abandoned, junked and inoperable vehicles, making ordinance interpretation and enforcement easier. The second amendment would change Sec. 13-73 (G) to adopt a thirty (30) day period for an inoperable vehicle on private property to be declared a nuisance and/or junked vehicle. Current ordinance allows for a forty-five (45) day wait period. This ordinance amendment will align with the Texas Transportation Code on statutory waiting periods for inoperable vehicles to be located on private property in order to comply with state requirements while properly meeting community and development needs.

Financial Considerations
None.

Prior Board or Council Action
These proposed amendments were brought before the City Council as a Project Update at the August 7, 2023, City Council meeting.

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING THE CODE OF ORDINANCES AT CHAPTER 13 "NUISANCES," ARTICLE III "ABANDONED VEHICLES," SECTION 13-40 "DEFINITIONS," ARTICLE IV "JUNKED AND INOPERABLE VEHICLES," SECTION 13-70 "DEFINITIONS"; AND ARTICLE IV "JUNKED AND INOPERABLE VEHICLES," SECTION 13-73(G) "INOPERABLE VEHICLES AND INOPERABLE MOTOR VEHICLES–ABATEMENT AND REMOVAL"; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

WHEREAS, the City Council of the City (the "City Council") adopted Chapter 13 of the Code of Ordinances; and

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to amend Chapter 13, Article III, Section 13-40, and Article IV, Section 13-70, to provide definitions to terms required for the regulation of nuisances related to abandoned, junked and inoperable vehicles in a manner that properly meets community and development needs; and

WHEREAS, the City Council has investigated and determined that it is in the best interest of the City to amend Chapter 13, Article IV, Section 13-73(g), to align with the Texas Transportation Code on statutory waiting periods for inoperable vehicles to be located on private property in order to comply with state requirements while properly meeting community and development needs; and

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

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

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

SECTION 2. Amendment Article III Section 13-40 Definitions. That the Code of Ordinances of the City of Denison, Texas be, and is hereby, amended at Chapter 13 "Nuisances," Article III "Abandoned Vehicles," Section 13-40 "Definitions" as follows:

Sec. 13-40. – Definitions.

The following words, terms and phrases, when used in this section, shall have the following meanings:

Abandoned Vehicles – motor vehicle is abandoned if the motor vehicle:

(1) is inoperable, is more than five years old, and has been left unattended on public property for more than 48 hours;
(2) has remained illegally on public property for more than 48 hours;
(3) has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours;
(4) has been left unattended on the right-of-way of a designated county, state, or federal highway for more than 48 hours;
(5) has been left unattended for more than 24 hours on the right-of-way of a turnpike project constructed and maintained by the Texas Turnpike Authority division of the Texas Department of Transportation or a controlled access highway; or
(6) is considered an abandoned motor vehicle under Tex. Transp. Code Section 644.153(r).

Aircraft Garagekeeper – shall mean the owner or operator of a storage facility specifically designated for aircraft, as defined by Tex. Transp. Code Sec. 24.001 (1).

Motor Vehicle:

(1) any motor driven or propelled vehicle required to be registered under the laws of this state;
(2) a trailer or semitrailer, other than manufactured housing, that has a gross vehicle weight that exceeds 4,000 pounds;
(3) a travel trailer;
(4) an off-highway vehicle, as defined by Tex. Transp. Code Section 551A.001; or
(5) a motorcycle or moped that is not required to be registered under the laws of this state.

Special Interest Vehicle - A motor vehicle of any age that has not been altered or modified from the original manufacturer's specifications and, because of its historic interest, is being preserved by hobbyists.

Motor Vehicle Demolisher - A person whose business is to convert a motor vehicle into processed scrap or scrap metal or to otherwise wreck or dismantle a motor vehicle.

Outboard Motor – shall mean an outboard motor subject to registration under Texas Parks and Wildlife Code Chapter 31.

Storage Facility – includes a garage, parking lot, or establishment for the servicing, repairing, or parking motor vehicles.

Watercraft – a vessel subject to registration under Texas Parks and Wildlife Code Chapter 31.

SECTION 3. Amendment Article IV Section 13-70 Definitions. That the Code of Ordinances of the City of Denison, Texas be, and is hereby, amended at Chapter 13 "Nuisances," Article IV "Junked and Inoperable Vehicles," Section 13-70 "Definitions" as follows:

Sec. 13-70. – Definitions.

The following words, terms and phrases, when used in this section, shall have the following meanings:

Aircraft - a device that is invented, used, or designated for air navigation or flight, other than a parachute or other device used primarily as safety equipment.

Inoperable Vehicle – shall mean any vehicle, whether a motor or non-motorized vehicle and as defined within this section or the Texas Transportation Code, which cannot be operated on the public roadway due to lack of current registration or physical condition, in accordance with all applicable State law and the City of Denison Code of Ordinances.

Junked Vehicle – a vehicle that:

(1) is self-propelled; and
(2) is:
    a. wrecked, dismantled or partially dismantled, or discarded; or
    b. inoperable and has remained inoperable for more than:
        i. 72 consecutive hours, if the vehicle is on public property; or
        ii. 30 consecutive days, if the vehicle is on private property, and
        iii. displays an expired license plate or does not display a license plate.
(3) an aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or
(4) a watercraft that:
    a. does not have lawfully on board an unexpired certificate of number; and
    b. is not a watercraft described by Tex. Parks & Wild. Code Chapter 31 Section 31.055.

Motor Vehicle:

(1) any motor driven or propelled vehicle required to be registered under the laws of this state;
(2) a trailer or semitrailer, other than manufactured housing, that has a gross vehicle weight that exceeds 4,000 pounds;
(3) a travel trailer;
(4) an off-highway vehicle, as defined by Tex. Transp. Code Section 551A.001; or
(5) a motorcycle or moped that is not required to be registered under the laws of this state.

Motor Vehicle Collector – a person who:

(1) owns one or more antique or special interest vehicles; and
(2) acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

Motor Vehicle Demolisher – a person in the business of:

(1) converting motor vehicles into processed scrap or scrap metal; or
(2) wrecking or dismantling motor vehicles.

Special Interest Vehicle - a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a hobbyist.

Utility Trailer - shall mean a non-motorized vehicle designed to be pulled by a motor vehicle, and used to transport personal property, materials or equipment, whether or not permanently affixed to the bed of the trailer.

SECTION 4. Amendment Article IV Section 13-73(g) Inoperable Vehicles and Inoperable Motor Vehicles– Abatement and removal. That the Code of Ordinances of the City of Denison, Texas be, and is hereby, amended at Chapter 13 "Nuisances," Article IV "Junked and Inoperable Vehicles," Section 13-73(g) "Inoperable Vehicles and Inoperable Motor Vehicles – Abatement and removal" as follows (strike-through is deleted text, underline is added text):

> (g) Abatement and removal. An inoperable vehicle or inoperable motor vehicle that is not abated or removed within a ~~forty-five~~thirty-day time period beginning from the date of the first notice of the public nuisance will be declared a junked vehicle. The procedures for abatement and removal of the junked vehicle shall be as stated in section 13-72.

SECTION 5: Severability. If any provision, section, subsection, sentence, clause or the application of same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Denison, Texas, in adopting this ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reasons of unconstitutionality of any other portion or provision.

SECTION 6 Repealer and Savings. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of such ordinances except in those instances where provisions of those ordinances are in direct conflict with the provisions of this Ordinance; whether such ordinances are codified or uncodified, and all other provisions of the Ordinances of the City of Denison, codified or uncodified, not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

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

SECTION 8: Open Meeting. That it is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041, Texas Government Code.

AND IT IS SO ORDERED.

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

Ayes:

Nays:
Abstentions:

At regular meeting held on _____, 2023.

_____
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 the appointment of Charlie Pool as a new member to the Building and Industrial Corporation, Inc., d/b/a Denison Development Alliance, Board of Directors, to serve a three-year term, commencing on October 1, 2023, and the appointment of Jared Johnson to serve as the Board Chair for a period of one-year, effective October 1, 2023.

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

Summary
- The Business and Industrial Corporation Inc., d/b/a Denison Development Alliance ("DDA"), consists of five members. The Mayor and City Council appoint its members each to serve a three-year term of office with no member of the Board serving more than two (2) regular three (3) year terms in succession.
- Brett Evans, who serves as the current Board Chair, will term out on September 30, 2023, and is not eligible for reappointment. The DDA Board recommends the Council consider the appointment of Charlie Pool to fill this position, effective October 1, 2023.
- Staff recommends the appointment of current Board Vice Chair, Jared Johnson, to serve as Board Chair for a one-year term, effective October 1, 2023.

Staff Recommendation
The DDA Board recommends Council consider the appointment of Charlie Pool as a new member, and the appointment of Jared Johnson to serve as Board Chair.

Recommended Motion
"I move to approve the appointment of Charlie Pool as a new member to the Building and Industrial Corporation, Inc., d/b/a Denison Development Alliance, Board of Directors, to serve a three-year term, commencing on October 1, 2023, and the appointment of Jared Johnson to serve as the Board Chair for a period of one-year, effective October 1, 2023."

Background Information and Analysis
The Business and Industrial Corporation Inc., d/b/a Denison Development Alliance ("DDA"), consists of five members. The Mayor and City Council appoint its members each to serve a three-year term of office with no member of the Board serving more than two (2) regular three (3) year terms in succession. Brett Evans, who serves as the current Board Chair, will term out on September 30, 2023, and is not eligible for reappointment. The DDA Board and staff recommend the Council consider the appointment of Charlie Pool to fill this position, effective October 1, 2023. Mr. Pool is willing and eligible to serve on the DDA Board. The Chair of the DDA Board shall also be appointed by the Mayor and City Council by October 1 of each year. The DDA Board and staff recommends the appointment of current Board Vice Chair, Jared Johnson, to serve as Board Chair for a one-year term, effective October 1, 2023.

Financial Considerations
None.

Prior Board or Council Action
The City Council has previously appointed Board members as terms expire.

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

City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion and take action on a Wholesale Water Contract with Diamond Pointe Home Owners Association, and authorize the Interim City Manager to execute the same.

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

Summary
- The City has supplied water to the Diamond Point development since it was constructed in 1998, and this contract would be effective as of December 1, 2023.
- Denison provides treated water to seven wholesale water customers, and prior to now, they each had varying service agreements, including some with no record of agreement on file.
- The contract is for a five-year term, and can be extended for up to five terms, meets the City's and Customer's current production/consumption needs, and is compliant with TCEQ requirements.

Staff Recommendation
Staff recommends approval of the item.

Recommended Motion
"I move to approve Wholesale Water Contract with Diamond Pointe Home Owners Association, and authorize the Interim City Manager to execute the same."

Background Information and Analysis
The City currently has seven wholesale treated water customers. The existing contracts with wholesale water customers differ greatly, with varying terms, rates, and requirements, including several customers having no current contract on record. It has been a priority to have a modern and fair contract with each customer so both parties know their respective responsibilities and requirements. A contract template was drafted by McGinnis and Lockridge, a firm specializing in utility contracts, at the recommendation of the City Attorney. Willdan Financial, who performed the water and sewer rate study in FY2022, also collected information about wholesale water use during the study. They analyzed the cost to deliver and produce water and factored in projected costs for improvements required for the same due to growth and maintenance. The wholesale water rate proposed in each contract reflects this analysis. Because the current rate for each customer varies, initial contract rates may also vary between customers. Staff was cognizant of the burden too steep an increase could have for customers whose rates have not previously reflected the cost to treat and transmit water. However, each customer will be at the same Wholesale Water Rate by the end of the multi-year plan presented. The new contracts include a daily, monthly, and annual consumption limit for customers, which is required by the Texas Commission on Environmental Quality, or TCEQ. The Rylant Water Treatment Plant must be able to produce the combined amount of water in all wholesale contracts in addition to the amount of water used by Denison customers each day. As treatment capacity is expanded and our communities grow, updated consumption limits can be

requested by customers annually. The contract is for a five-year term and can be renewed up to five times at the request of the customer. Customers will need to notify Denison of boil water notices issued and meet or exceed water conservation measures implemented by the City when and if necessary.

Diamond Pointe has been served with City water since the development was constructed in 1998. The Home Owner's Association is responsible for utility billing, and also provides water to the marina. Additional development in the area could be included in this contract or in separate agreements. Diamond Pointe has excellent customer history and the City looks forward to continuing to provide the development with water for the long term. This contract would be effective as of December 1, 2023 in accordance with all wholesale water contracts.

Financial Considerations
The contract effective date is December 1, 2023.

Prior Board or Council Action
None.

Alternatives
Council may modify or table the item.

CONTRACT FOR WHOLESALE WATER SERVICE

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CONTRACT FOR WHOLESALE WATER SERVICES

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

This CONTRACT for WHOLESALE WATER SERVICES (this "Contract") is made and entered into by the of City of Denison, Texas ("Denison"), a Texas home-rule municipal corporation, and Diamond Pointe Home Owners Association ("Customer") to be performed by the parties commencing on December 1, 2023. (the "**Effective Date**").

RECITALS:

A. Denison, through its municipally owned utility, City of Denison Water, owns and operates potable water treatment and distribution facilities.

B. Customer owns and operates a retail water supply system.

C. Customer has requested that Denison provide Customer a supply of potable water.

D. Denison has determined that as of the Effective Date, Denison Water has the facilities and capacity necessary to provide an amount of potable water to Customer.

E. The Parties desire to enter into this wholesale Contract, herein setting out terms and conditions for Denison's delivery of potable water to the Customer's water distribution system.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual undertakings herein contained, the parties agree as follows:

ARTICLE 1. AGREEMENT FOR WHOLESALE WATER

Denison agrees to supply potable water to Customer and Customer agrees to take potable water from Denison in accordance with the terms of this Contract.

Article 1.01. Definitions

The following terms shall have the meanings set out below:

Denison's System: means all water treatment, transmission, and distribution facilities, lines, mains, reservoirs, and pump stations; residential, commercial, and industrial connections; and any other parts or components that comprise the public water system of Denison.

Capital Recovery Fee or Impact Fee: means a charge as established by Denison and assessed on each service unit of new development pursuant to the Denison Code of Ordinances, as authorized and in accordance with Chapter 395 of the Texas Local Government Code.

Connection: means a single-family residential unit, or each commercial or industrial establishment to which drinking water is supplied from Customer's System.

Deduct Meter: means a meter measuring the volume of potable water passing through Customer's System returning to Denison's System necessary for Denison to provide service to customers beyond Customer's System that cannot readily be provided service directly from Denison's System. The volume measured from Deduct Meters is subtracted from the volume measured at Points of Delivery in order to calculate the volume provided to the Customer under this Contract.

Default: means the omission or failure of a party to perform their contractual duty under this Contract.

Director: means Denison's Director of Public Works or the Director's authorized designee.

Customer's System: means the lines, reservoirs, pump stations, mains, residential, commercial, and industrial connections and any other parts or components that comprise the public water system of the Customer.

Customer's Service Area: means the area that, as of the Effective Date, is comprised of: (1) the Customer's geographical boundary, (2) the area certificated by the State of Texas for the Customer's provision of retail water service, to the extent Customer holds or is required to hold such certification, and (3) the area that is receiving retail water service under a valid and binding contract with the Customer. The Customer's Service Area is depicted for ease of reference on Exhibit A ("Map of Customer's Water Service Area"), attached and incorporated herein.

Master Meter: means a water meter that serves more than one residential, commercial, or industrial customer.

New Development: means the subdivision of land, the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of the use of land, that increases the number of service units for water service.

Point of Delivery: means each point designated and approved under this Contract at which the Customer may draw water from Denison's System for distribution within Customer's System.

PUC: means the Public Utility Commission of Texas or its successor agency.

Retail Water Service or **Retail Service:** means the provision of potable water service by Customer directly to water customer where the customer is charged rates and fees by Customer.

TCEQ: means the Texas Commission on Environmental Quality or its successor agency.

Water: means potable water meeting the requirements of the TCEQ for human consumption and other domestic uses.

Article 1.02. Delivery of Water

1.02.01. Maximum Volume and Rate of Flow. Denison agrees to sell to Customer and Customer agrees to buy from Denison potable water to be drawn by Customer limited to the following maximum volumes:

(a) The Customer may not draw more than 2,000,000 gallons during any 365-day rolling period ("Annual Maximum");

(b) The Customer may not draw more than 190,000 gallons during any calendar month ("Monthly Maximum").

(c) The Customer may not draw more than 12,000 gallons during any 24-hour period, beginning at 12:00:00 AM and ending at 11:59:59 PM ("Daily Maximum").

If Denison determines that the Customer has drawn more than its Annual Maximum, Monthly Maximum, or Daily Maximum, Denison may elect in its sole discretion to: (1) suspend the supply of water to Customer, (2) terminate this Contract, or (3) add a draw exceedance surcharge equal to two times the excess volume drawn multiplied by the then-effective volumetric rate plus an amount equal to two times the fixed monthly charge. Customer will be notified at least 24-hours in advance if any of these actions are necessary except in case of emergency. The status of this contract will not be affected by overages related to leaks the Customer makes a good faith effort to address and are successfully addressed. Due to the unique nature of the Customer's system, financial penalties will be determined by monthly usage measurements.

1.02.02. Manner of Delivery. During the term of this Contract, Customer shall provide Retail Water Service to connections within the Customer's Service Area by means of Customer's System connected to Denison's System. Denison will not provide Retail Water Service to any connections within the Customer's Service Area.

1.02.03. Capital Recovery Fees. Not Applicable – Section Removed

1.02.04. Points of Delivery. The Point of Delivery is located at approx. Latitude 33.841315, Longitude -96.634498. The Point of Delivery may be changed at any time by agreement in writing between the Director and the Customer's authorized representative. If the Customer requests a change in the Point of Delivery, the Customer shall bear the expense of changing such Point of Delivery.

Prior to changing any Point of Delivery to Denison's System, the Customer shall submit a written request to the Director for approval of the Point of Delivery accompanied by an engineering report and plans, prepared by a registered professional engineer and approved by the Customer, which detail the proposed new and the terminated Points of Delivery, the area to be served, the design, size, location and configuration of meters to be installed, and other pertinent information requested

by Denison.

1.02.05. Backflow Prevention. The Customer must install a backflow prevention assembly on the Point of Delivery. Points of Delivery must have a backflow prevention assembly installed at the time of construction at the Customer's expense. Customer agrees to use an air gap or Reduced Pressure Zone device approved by Denison, to prevent a cross contamination to Denison's System, in accordance with Denison's standards.

The Customer shall be solely responsible for adopting and enforcing appropriate regulations for the control and elimination of cross-connections and conditions of backflow and back siphonage within Customer's System, in accordance with applicable federal, state and local laws and regulations.

Article 1.03. Compliance with State and Local Law

1.03.01. Legal Lots Required. The Customer shall not sell taps or otherwise permit the connection of water service to any customer within the Customer's Service Area unless the property is exempt from or in compliance with the provisions of Chapter 212, Texas Local Government Code.

1.03.02. No Service Outside Customer; Enlargement of Customer Boundaries or Service Area. The Customer agrees that it shall not construct or install water facilities to serve areas outside the Customer's Service Area, nor sell, resell, or deliver water, neither by retail nor wholesale means, to areas outside the Customer's Service Area.

1.03.03. Curtailment and Conservation Restrictions. Denison's performance of its obligations under this Contract is subject to and limited by Denison's available water supply and the capabilities of its systems for water treatment and transportation. Denison shall have the right to curtail or ration the supply of water delivered to the Customer in times of limited water supplies or high system demand, provided such discretionary action is exercised without discrimination among other similarly situated wholesale water customers. Denison agrees to provide written notice, in advance if practicable, to the Customer when exercising its right to curtail or ration under this section.

1.03.04. Temporary Curtailment of Service for Maintenance, Capital Replacement or Emergency Operations. Denison shall have the right, at all times, to curtail water service hereunder in the event of a required maintenance operation, replacement of capital facilities, or emergency for a reasonable period necessary to complete such maintenance operations or capital replacement, effect emergency repairs, or otherwise respond to emergency conditions necessitating the temporary suspension of water service or decreased volume or pressure. For any curtailment other than one caused by an emergency, Denison, if possible, will give at least 72 hours electronic notice to the Customer. In the event of an emergency curtailment, Denison will give electronic notice as soon as is reasonably practical.

1.03.05. Cooperation During Maintenance or Emergency. The Customer shall cooperate with Denison during periods of emergency or required maintenance or replacement of equipment and,

if necessary, the Customer shall, at its sole expense, discontinue, cycle, test, inspect, or otherwise operate and maintain Customer's System in a manner determined by Denison and Customer representatives to be necessary for the safe and efficient completion of such operations.

1.03.06. Water Conservation Requirements. The Customer agrees to adopt and enforce requirements applicable to its retail customers that are at least as strict as Denison's water conservation ordinances and rules, including Denison's emergency and peak day water management provisions. In the event that an applicable provision of Denison's code or rules is amended, Denison will give written notice to the Customer of the amendment in order to allow the Customer to conform its requirements not later than three months after notice. This requirement is in addition to any obligation in state law to adopt and enforce water use and conservation policies, procedures, or programs. Customer's failure to meet state law regarding use and conservation constitutes a breach of this Contract.

1.03.07. Surcharge Provision. If Denison determines that the Customer is in default due to its failure to adopt or enforce water conservation measures, Denison may charge the Customer and the Customer agrees to pay Denison a monthly water conservation surcharge equal to 25 percent (25%) of Denison's wholesale billing for that billing period to the Customer for as long as Customer remains out of compliance. Before imposing a water conservation surcharge, Denison agrees to provide written notice of its determination of Customer's failure. The Customer will have 30 days from the date of the notice to cure the failure. Collection of the water conservation surcharge shall be cumulative of other remedies available to Denison for default or noncompliance with the terms of this Contract.

1.03.08. Testing and Reporting. The Customer agrees that it is responsible for its own regulatory testing of Customer's System and the reporting to various regulatory entities on issues such as, but not limited to, total coliform testing, byproducts testing, and annual consumer confidence reports to its retail customers.

1.03.09. Boil Water Notices; Water Line Breaks. Inside the Customer's Service Area, in the event of (i) any water line breaks, (ii) any event leading to distribution pressures below 20 pounds per square inch (psi), or (iii) any other event described under 30 Tex. Admin. Code § 290.46(q) or other applicable rule or law, Customer shall issue a boil water notice to all of its customers and any other end users within Customer's Service Area, and shall take all such other measures required under 30 Tex. Admin. Code § 290.46(q) and other applicable rule or law. The Customer is responsible for timely providing notice to Denison, Federal, State, and local government officials regarding any of the aforesaid events.

Article 1.04. Water Rates, Charges, and Billing

1.04.01. Wholesale Water Rates. The Customer agrees to pay Denison for the water it draws from Denison's System at the rates shown on Exhibit B ("Water Rates"), attached, and incorporated herein. The Customer (i) has reviewed the rates, (ii) accepts the rates as fair and reasonable for the term of this Contract, (iii) and agrees the rates are intended to reflect and are based on Denison's cost of service as calculated under the American Water Works Association-approved Utility-Basis of ratemaking. The Water Rates shall remain fixed for the first year of the

initial Term of this Contract. Thereafter, Denison may review its cost of service periodically and, at its sole discretion, amend the Water Rates, provided that such amendment shall be based on Denison's cost of service. Denison may immediately terminate this Contract at any time after the Effective Date in the event Customer contests or challenges or supports or assists any third party to contest or challenge, the fairness, justness, or reasonableness of the rates and charges agreed to be paid by Customer for receiving potable water under this Contract. Also see section 1.08.02.

1.04.02. Customer Water Rates and Charges. The Customer shall fix and collect rates and charges for Retail Water Service to its customers that are sufficient, together with any other revenues available to the Customer, to produce the amount necessary to operate, repair, and maintain Customer's System and pay for the water supplied by Denison. The Customer is responsible for ensuring that its rates and charges are set, billed, and collected in accordance with applicable law.

1.04.03. Deduct Metering. Deduct Meters measure the volume of water passing through Customer's System, which volume of water is not serving Customer's customers, but instead are delivered by Denison for the purpose of serving one or more Denison retail customers. The location and number of Deduct Meters may be changed at any time by agreement in writing between the Director and the Customer's authorized representative. The parties acknowledge that as of the Effective Date, there are no Deduct Meters. If Denison requests an addition or change in Deduct Meters, Denison shall bear the expense of adding or changing such Deduct Meters. If the Customer requests an addition or change in Deduct Meters, the Customer shall bear the expense of adding or changing such Deduct Meters. The parties agree that Deduct Meters are the property of Denison, and that Customer will provide Denison access to Deduct Meters as well as any properly executed documentation and evidence that Denison determines is necessary to evidence rights of access and ownership.

1.04.04. Billing and Payment. Denison agrees to regularly send a bill to the Customer, no more often than once per month. The bill will set forth the volume of water delivered to the Customer as determined by Denison's periodic reading of the master meters at the Points of Delivery and Deduct Meters. Each bill will include a due date and the total amount owed to Denison based on the metered volume of water delivered multiplied by the rate in Exhibit B, plus the base rate for that month. The Customer shall pay the total amount owed to Denison within 28 days of the bill date. A payment is past due, and the Customer is in default of this Contract, if payment in full is not made to Denison within 28 days of the bill date. A ten percent (10%) late charge will be applied to past due payments.

1.04.05. Effect of Default for Non-Payment. If the Customer fails to make payment of the delinquent billing within 30 days from the date of transmittal of a written notice of delinquency from Denison, then Denison may, in its sole discretion, elect to (a) suspend delivery of water to the Customer until payment is made, (b) terminate the remaining term of this Contract, or (c) pursue such other and further remedies as Denison shall deem appropriate.

1.04.06. Obligation of Customer. The parties agree that the Customer's obligation under this Contract to make payments to Denison for water service in any fiscal year are a current expense for that fiscal year payable solely from the revenues of Customer's System for that fiscal year.

Article 1.05. Master Meters

1.05.01. Master Meters Required. All water consumed by the Customer shall be measured by master meters of a design, size, location and configuration approved by the Director and the Customer's engineer.

1.05.02. Master Meter Installations; Meter Vaults; As-built Drawings Required. (a) A master meter and related facilities, including, but not limited to, a meter loop, a meter vault or pit (also known as a "meter house") and appurtenances required for properly measuring the quantity of water delivered to the Customer shall be installed at each agreed Point of Delivery. The Customer, at its own expense, shall purchase and install the meter, and provide the meter loop and the meter vault or pit and appurtenances unless such expense is related to Denison's desire to change the Point of Delivery, in which event Denison shall bear such expense. Denison shall sell the master meters to the Customer and, following the installation, inspection, and acceptance of same, the Metering Facilities shall be the property of Denison for all purposes hereunder.

(b) Denison shall operate and maintain the master meters and related equipment and appurtenances and shall:

(1) calibrate the metering equipment annually and more frequently upon request by Customer provided, however, that the additional cost of calibrating the metering equipment shall be borne by Customer if requested more frequently than once every twelve months; or

(2) if the meter size is 2-inch or smaller, replace the master meter, at Denison's cost, every five years.

(c) Any meter registering within American Water Works Association, or its successor, standards for that type and size of meter shall be deemed to be accurate. If any meter fails to register accurately for any period, the Customer agrees that it will pay Denison, and Denison will bill, for the higher of the volume: (1) drawn by the Customer for the an equivalent period of time immediately preceding the determination of inaccuracy, (2) drawn by the Customer for the same period in the preceding year, or (3) the cumulative volume drawn by all Customer's customers for the period in question. Denison agrees to read the metering equipment at least once for each monthly billing cycle and will provide the Customer with a key to the City's meter vault

(d) After acceptance of the Metering Facilities by Denison, Customer will not have open access to any meter vault, without Denison's express prior consent or presence when Customer accesses the meter vault. If Denison determines, in its sole discretion, that the meter vault is in need of repair or improvement of any kind, Customer, at Customer's expense, shall perform such repairs or improvements in a good and workmanlike manner, subject to Denison's final inspection and verification that the meter vault is in adequate condition. If Customer desires, Customer may install their own vault adjacent to Denison's meter vault, for necessary maintenance to Customer's System or other Customer uses consistent with the provision of water service.

Article 1.06. Construction of Facilities

1.06.01. Construction by the Customer. Unless otherwise agreed in writing, the Customer shall be solely responsible for design, engineering, financing, construction, installation, inspection, operation, maintenance, repair, and replacement of all Customer's System for the transmission and delivery of water within the Customer's Service Area.

1.06.02. No Private Lines; Reselling of Water. The Customer shall ensure that there are no privately owned water lines, mains, or appurtenances installed, maintained, or utilized in the public right-of-way within the Customer's Service Area. The Customer shall not permit a third party to resell potable water provided by Denison, even if mixed with other water sources.

1.06.03. Approval of Plans and Specifications. (a) The Metering Facility shall be constructed or installed to Denison's standards and design criteria and in accordance with plans and specifications approved by Denison, TCEQ, and any other agency having jurisdiction thereof.

(b) All plans and specifications for the Metering Facility to be constructed by the Customer shall be subject to review and approval of the Director prior to commencement of construction, which approval will not be unreasonably withheld or delayed. The Director will review and approve or disapprove any plans submitted under this section within 30 calendar days of submittal. Upon request by the Director, the Customer shall timely submit all documents that are needed for the review and approval of plans and specifications. If any plans are not approved, the Director will provide written comments to the Customer specifying in detail the changes that will be required for approval of the plans and specifications. The Customer agrees not to advertise for bids until approval from the Director has been secured with respect to the plans and specifications.

(c) If after approval by Denison of the plans and specifications for a particular Metering Facility, the Customer fails to enter a construction contract for those facilities within 90 days, the Customer must resubmit the plans and specifications for review and approval by the Director to assure their conformity with Denison's then current specifications, and current laws, ordinances, and regulations. If such plans and specifications do not conform to the then existing standards, then, upon the request of the Director, the Customer agrees to revise the plans and specifications to meet Denison's standards before commencement of construction.

(d) All water infrastructure within Customer's System shall be constructed or installed in accordance with plans and specifications approved by Customer, TCEQ, PUC, the Texas Department of State Health Services, and any other agency having jurisdiction thereof.

1.06.04. Inspection by Denison. Denison may, but is not obligated to, inspect all phases of the construction and installation of each Metering Facility and may charge the Customer fees for the inspections of the Metering Facility. Inspection fees for the Metering Facility shall be determined in accordance with applicable Denison ordinances as such ordinances may be amended from time to time. The Customer agrees to convey ownership of each Metering Facility to Denison.

1.06.05. Notification of Commencement of Construction. After all required approvals for construction of a Metering Facility is obtained but prior to commencement of construction, the

Customer shall provide written notice to the Director of the date on which construction of the facilities is scheduled to commence to allow Denison to assign an inspector.

1.06.06. As-Built or Record Drawings Upon Completion of Construction. In addition to any records Denison may require from Customer for Denison to perform its review and approval of the design and construction of the Metering Facilities and any easements described under section 1.06.07, below, Customer shall, within 14 days of completion of the Metering Facilities and at Customer's expense, also provide Denison with as-built drawings of any Metering Facilities. Customer shall provide as-built drawings to Denison in "shapefile" (.shp) format, as well as any other format Denison may require.

1.06.07. Customer to Obtain Easements. The Customer shall be responsible for obtaining any easements or rights-of-way necessary for the construction and placement of Customer System or for construction and placement of those components of Denison's System located in Customer's Service Area necessary to ensure Denison's provision of potable water to Customer. Denison shall be responsible for obtaining any easements or rights-of-way necessary for the construction of facilities of Denison's System outside of the Customer's Service Area. The form and content of easements for any Metering Facility to be dedicated to Denison under this Contract shall be subject to review and approval by the Director and the City Attorney of Denison or her or his designee before final acceptance of such facilities by Denison, which approval will not be unreasonably withheld or delayed.

1.06.08. Right of Entry. During the term of this Contract, Denison shall have the right of entry and access at all times to facilities comprising or connected to Customer's System for any purpose related to supplying wholesale potable water or activities preparatory or incident hereto, to inspect Customer's System, to investigate the source of operational or maintenance problems, or for preventative purposes intended to detect, minimize, or avert operational or maintenance problems.

1.06.09. Operation and Maintenance. Denison shall be responsible for operation and maintenance of Denison's System constructed for the purpose of transporting water to the Customer or its customers. Unless otherwise agreed in writing, the Customer shall be responsible for operation, maintenance, and leakage of water of Customer's System constructed for transportation and delivery of water to its retail customers, whether within or outside the Customer's Service Area.

Article 1.07. Service Area and Limitations on Service

1.07.01. Limitation of Service Area. The Customer acknowledges that, as the provider of water service to other properties in this region, Denison must retain the ability to plan, fund and operate Denison's System needed to serve not only the Customer but all other customers of Denison's water system, and that the expansion of customer service areas by any customer without the consent of Denison detrimentally affects the capability of Denison to plan, fund, and operate Denison's System for the benefit of all Denison water customers. Accordingly, the parties agree to the following:

(a) This Contract is for a maximum amount of potable water. The Customer may not

draw more water than the maximum allowed herein, nor may it deliver potable water provided by Denison under this Contract beyond the Customer's Service Area;

(b) If the Customer provides water service outside the Customer's Service Area, Denison may terminate this Contract;

(c) The Customer may not connect any customer that the Customer knows provides water service directly or indirectly to another person or entity outside the Customer's Service Area. The Customer will immediately terminate the service of any such customer once it discovers any such connection; and

(d) The Customer will notify Denison within three business days if the Customer receives a request to serve outside of the Customer's Service Area.

1.07.02. Consideration for Wholesale Water. The Customer acknowledges that Denison has entered into this Contract based in part on the Customer's agreement to: (i) limit its water service to the Customer's Service Area; (ii) limit its draw of water in accordance with this Contract; (iii) adopt and enforce a water conservation program that meets or exceeds the requirements of Denison and the TCEQ; and (iv) pay capital recovery fees to Denison, as provided herein.

1.07.03. Reciprocal Service Covenant. Denison and the Customer agree that, upon the request of the other, temporary water service will be provided to retail customers along or adjacent to the jurisdictional boundary of the requesting entity until the requesting entity is able to construct its lines and mains necessary to serve such customers, provided that:

(b) the non-requesting entity has lines and mains within a reasonable distance and is capable of providing such retail service;

(b) the non-requesting entity agrees to provide such retail service on a temporary basis only;

(c) provision of such retail service will not result in a need for substantial construction or diminution in retail service to its own customers;

(d) the non-requesting entity providing temporary retail service may place such limitations on the level and geographic scope of such temporary retail service as is deemed in the best interest of such non-requesting entity;

(e) the customer receiving such retail service agrees to accept the same from the non-requesting entity and pay applicable fees, costs and charges necessary to extend such temporary retail service; and

(f) the provision of such temporary retail service does not violate applicable law, the provisions of any agreement respecting the provision of utility service to the area, or the provisions of any certificate of convenience and public necessity respecting

utility service area boundaries.

Article 1.08. Term, Expiration, and Termination

1.08.01. Term. Upon last execution by the authorized representatives of Denison and Customer, this Contract shall take effect on the Effective Date of this Contract and shall continue in effect for a period of five (5) years. Accordingly, on the fifth anniversary of the Effective Date ("Expiration Date"), this Contract shall expire and terminate automatically unless earlier terminated in accordance with the provisions hereof or extended in accordance with the provisions of section 1.08.02. Denison will not deliver any water to Customer on or after the Expiration Date. In advance of the Expiration Date and no less than 180-days prior to the Expiration Date, Customer will prepare and submit plans and specification to Denison for Director's approval that disconnect all Points of Delivery. Denison shall not be responsible for any costs and expenses of the Customer related, directly or indirectly, to disconnecting Customer's Points of Delivery or securing an alternate source of water. During the term of this contract, Customer may request an increase in consumption limits under Article 1.02. *Delivery of Water* 60 days prior to annual renewal for consideration by the City. Notwithstanding anything else in this contract, The City intends to provide water to the Customer as long as adequate resources and systems are available to do so and the Customer is in good standing.

1.08.02. Five Year Term Extensions. The Customer may request up to five additional 5-year extensions to this Contract. Whether the Customer may receive a 5-year extension is subject to the following conditions: (1) the Customer must not have been in default of this Contract without having timely cured the default in accordance with section 1.08.04, and (2) the Customer must provide advance written notice requesting an extension no more than 12 months but no less than 180 days prior to the expiration of the then-current 5-year term. Within ninety days of receiving Customer's extension request, Denison will provide the Customer a schedule of rates and charges to be effective for the requested 5-year extension period. Unless the authorized representatives for the Customer and Denison execute by a signed written instrument a 5-year extension prior to the Expiration Date, this Contract expires on the Expiration Date and Denison has no further obligations under this Contract. The Customer reserves the right to request billing reclassification according to the policies and rates charged to Multi-Family or Commercial development outside City Limits, or, in the case of Annexation, Inside City Limits, during the Contract Term. If the request is granted, this Contract will terminate on the last day of the current billing cycle, unless both parties agree on another date.

1.08.03. Termination. Without prejudice to any provision hereof setting forth terms for automatic expiration or expiration in the event of default by the Customer, this Contract may also be terminated by mutual agreement of the parties, or at the option of either party, by providing 12 months advance written notice to the other party. If either party elects to terminate this Contract by providing 12 months advance written notice, the Customer shall exercise reasonable diligence to timely secure an alternative supply of potable water prior to the effective date of such termination. In the event of termination hereunder for any reason, Denison shall not be responsible for any costs and expenses of the Customer related, directly or indirectly, to securing an alternative source of potable water.

1.08.04. Default. This provision is in addition to all other default provisions in this Contract. In the event that one party believes that the other party is in default of any of the provisions in this Contract, the non-defaulting party will make written demand to cure to the defaulting party and give the defaulting party up to 30 calendar days to cure the default or, if the curative action cannot reasonably be completed within 30 days, the defaulting party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. This period must pass before the non-defaulting party may initiate any remedies available to the non-defaulting party due to such default. The non-defaulting party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding arbitration or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this Contract. Nothing in this Contract shall be construed to limit either party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting party to this Contract. Nonpayment by the Customer for water drawn is not a default for which cure is available under this Section. Notwithstanding anything else in this contract, The City intends to provide water to the Customer as long as adequate resources and systems are available to do so and the Customer is in good standing.

1.08.05. Changes in Law Affecting the Rights of a Party. Either party may terminate this Contract on 30 days written notice to the other party if the other party directly sponsors, requests, lobbies for, or secures the adoption of state or federal legislation that impairs, undermines, restricts, eliminates, or otherwise adversely affects the party's rights under this Contract.

Offering comments or analyses with regard to legislation or rules of a government agency adverse to the rights of a party is not grounds for termination. Upon the adoption of any change in Texas law modifying or declaring the effect of this section unlawful, this Contract will terminate and expire automatically, immediately, and without the action of either party.

A party shall provide the other party a true copy of any petition, application, or other instrument affecting this Contract, whether directly or indirectly, within twenty-four hours of filing in the TCEQ or the PUC or other court or agency of competent jurisdiction.

Article 1.09. Force Majeure

1.09.01. Force Majeure. In the event that either party is rendered unable by force majeure to carry out any of its obligations under this Contract, whether in whole or in part, then the obligations of that party, to the extent affected by the force majeure, shall be suspended during the continuance of the inability, provided, however, that due diligence is exercised to resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure" includes acts of God, pandemics, strikes, lockouts or other industrial disturbances, criminal conduct or sabotage, acts of the public enemy, orders of the government of the United States or the State of Texas or

any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, partial or complete failure of water supply, and any other inability of either party, whether similar to those enumerated or otherwise, that are not within the control of the party claiming their ability and that could not have been avoided by the exercise of due diligence. It is understood and agreed that the settlement of strikes, lockouts and other industrial or labor disturbances shall be entirely within the discretion of the party having the difficulty and that the requirement that any force majeure be remedied with all reasonable dispatch shall not require the settlement of strikes, lockouts or other industrial or labor disturbances by acceding to the demands of the opposing party if the settlement is unfavorable to it in the judgment of the party having the difficulty. Force majeure shall relieve Denison from liability to the Customer or any water customer of the Customer for failure to provide water service due to an inability covered by this section. Force majeure shall not relieve the Customer of its obligation to make payment to Denison as provided in this Contract.

ARTICLE 2. MISCELLANEOUS PROVISIONS

Article 2.01. General Provisions

2.01.01. Notices. Any notice required or permitted to be delivered under this Contract shall be forwarded via hand-delivery or the United States Postal Service, postage prepaid, to the addresses shown below:

City of Denison 300 W. Main Street Denison, Texas 75020 Attn: Director of Public Works	Diamond Pointe HOA 101 Pointe Loop #116 Denison, TX 75020 Attn: HOA President

2.01.02. Address Change Procedure. The addresses of the parties shall, until changed as provided, be as shown above. The parties shall have the right at any time to change their respective addresses by giving written notice of same to the other party.

2.01.03. Interlocal Cooperation. Denison and the Customer agree to cooperate with each other at all times in order to promote the efficient performance of their duties and obligations under this Contract.

2.01.04. Provision of Data, Documents. The Customer agrees to timely provide to Denison at the Customer's expense all data, records, plans, specifications, or other documents or information necessary or incidental to the provision of water to the Customer hereunder.

2.01.05. Provision of Further Documents. The Customer and Denison agree to execute and deliver instruments necessary to effectuate the purposes and intent of this Contract and perform such other acts as are reasonably necessary.

2.01.06. Severability. The provisions of this Contract are severable, and if any part of this Contract is ever held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract shall remain in effect and this Contract shall be construed as if the invalidated portion is prospectively not a part of the Contract.

2.01.07. Entire Agreement. This Contract, including any exhibits attached hereto and made a part hereof by reference for all purposes, constitutes the entire agreement between the parties relative to the subject matter of this Contract and supersedes all prior or contemporaneous agreements, representations, covenants, or warranties, whether oral or in writing, respecting the subject matter hereof.

2.01.08. Customer's Material Representations, Acknowledgements, and Agreements. In order to induce Denison to execute this Contract, Customer makes the following material representations, acknowledgments, and agreements:

(a) There is no prior or contemporaneous resolution or ordinance of Denison nor a prior or contemporaneous agreement between Customer and Denison that requires Customer to purchase wholesale utilities from Denison as a condition for Denison's consent to the creation of the Customer;

(b) The rates and charges comprising the consideration paid by Customer are charged pursuant to this Contract and may only be modified in writing signed by an authorized representative of both Customer and Denison;

(c) Denison's provision of wholesale utilities to Customer encourages a regional approach to resource management;

(d) The rates and charges Customer agrees to pay pursuant to this Contract are required for Denison to be able to continue to provide wholesale utilities based on Denison's financial integrity and operational capability;

(e) The rates and charges Customer agrees to pay pursuant to this Contract create no impairment on Customer's ability to continue to provide service to its retail utility customers based on Customer's financial integrity and operational capability; and

(f) If Customer requests review by the PUC, files an appeal, or if the PUC on its own motion requests a review or files an appeal, of the rates, charges or other terms of this Contract, Denison will recover its reasonable and necessary costs to respond or defend the review or appeal by charging those costs to Customer on Customer's bill for the services under this Contract.

2.01.09. Compliance with Filing Requirements. Denison agrees to file a copy of this Contract with the PUC and the TCEQ in compliance applicable State law.

2.01.10. Indemnity. To the extent permitted by law, Customer agrees to hold Denison harmless from any and all liability or claims or demands whatsoever for personal injury, real or personal property damage, or other loss, penalty, or expense arising directly or indirectly from the

performance of this Contract. Liability for damages to third persons arising from Denison's performance of this Contract shall remain with the Customer.

2.01.11. Amendment. No amendment of this Contract shall be effective unless it is executed by the authorized representatives of Denison and the Customer.

2.01.12. Independent Contractor. Denison shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of its employees hereunder and Denison's employees shall not be considered employees or borrowed servants of the Customer for any reason.

The Customer shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of its employees hereunder and the Customer's employees shall not be considered employees or borrowed servants of Denison for any reason.

2.01.13. No Third-Party Beneficiary. This Contract shall be construed as an interlocal contract respecting the performance of governmental services and nothing herein shall be construed to confer any right, privilege, or benefit on any person or entity not a party hereto or otherwise creates any vested right or third-party beneficiary relationship.

2.01.14. Governing Law. This Contract shall be construed under the laws of the State of Texas and all obligations of the parties are deemed performable in Grayson County, Texas.

2.01.15. Venue. Venue for any suit arising under this Contract shall be in Grayson County.

2.01.16. Assignment. Neither party may assign its rights and obligations hereunder without the prior written consent of the other.

2.01.17. Duplicate Originals. This Contract may be executed in duplicate originals, each of equal dignity.

[Execution pages follow.]

IN WITNESS WHEREOF, the authorized representatives of Denison and Customer have executed this Contract as of the date(s) set forth below.

CITY OF DENISON

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

STATE OF TEXAS §
§
COUNTY OF GRAYSON §

THIS INSTRUMENT is acknowledged before me on this ___ day of _____, 2023, by Bobby Atteberry, Interim City Manager for the City of Denison, Texas, a municipal corporation, on behalf of that municipal corporation.

_____
Notary Public, State of Texas

_____
Printed/Typed Name of Notary Public

My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

THIS INSTRUMENT was acknowledged before me on this __ day of _____, 2023, by _____, _____ of the _____ District.

_____
Notary Public, State of Texas

_____
Printed/Typed Name of Notary Public

My Commission Expires: _____

EXHIBIT A
Map of Customer's Water Service Area

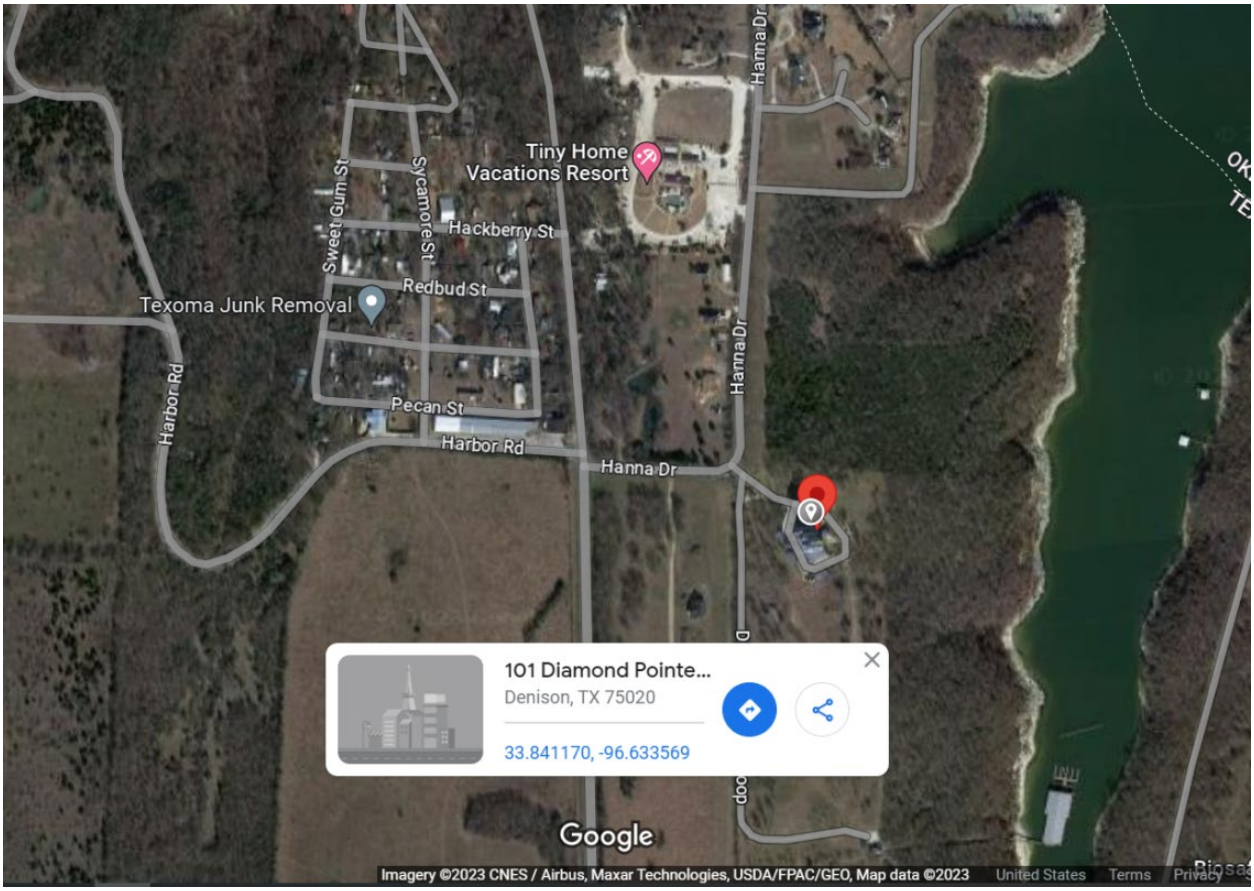


EXHIBIT B
Water Rate

Volumetric Charge (per 1000 gallons): **$9.00 per 1,000 gallons**

City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion and take action on an ordinance repealing Chapter 11 "Miscellaneous Offenses," Article II, "Curfew for Minors", of the Code of Ordinances to repeal regulations imposing a curfew on persons under the age of 17 and the associated criminal penalty.

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

Summary

- In 1994, the City Council adopted Ordinance No. 3471 establishing a juvenile curfew ("curfew for minors ordinance") in the City of Denison, Texas which is codified in Chapter 11 "Miscellaneous Offenses," Article II "Curfew for Minors".
- The curfew for minors ordinance was amended by the City Council in 2001, 2003, 2013, and 2018 pursuant to state law.
- In 2023, the 88th Texas Legislature approved House Bill No. 1819 which repealed the authority of political subdivisions to adopt or enforce juvenile curfews.
- The City must repeal the curfew for minors ordinance in accordance with the new legislation.

Staff Recommendation

Staff recommends adoption of the ordinance repealing the regulations imposing curfew on persons under the age of seventeen.

Recommended Motion

"I move to adopt the ordinance repealing Chapter 11 "Miscellaneous Offenses," Article II, "Curfew for Minors", of the Code of Ordinances to repeal regulations imposing a curfew on persons under the age of 17 and the associated criminal penalty."

Background Information and Analysis

In 1994, the City Council adopted Ordinance No. 3471 establishing a juvenile curfew ("curfew for minors ordinance") in the City of Denison, Texas which is codified in Chapter 11 "Miscellaneous Offenses," Article II "Curfew for Minors". In 2023, the 88th Texas Legislature approved House Bill No. 1819 which repealed the authority of political subdivisions to adopt or enforce juvenile curfews. House Bill No. 1819 took effect on September 1, 2023, and the City must repeal the curfew for minors ordinance in accordance with the new legislation.

Financial Considerations
None.

Prior Board or Council Action
None.

Alternatives
None. This is a state requirement.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, REPEALING CHAPTER 11 "MISCELLANEOUS OFFENSES," ARTICLE II "CURFEW FOR MINORS" OF THE CODE OF ORDINANCES OF THE CITY OF DENISON, TEXAS TO REPEAL REGULATIONS IMPOSING A CURFEW ON PERSONS UNDER THE AGE OF SEVENTEEN AND THE ASSOCIATED CRIMINAL PENALTY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE OF SEPTEMBER 1, 2023.

WHEREAS, in 1994, the City Council adopted Ordinance No. 3471 establishing a juvenile curfew ("curfew for minors ordinance") in the City of Denison, Texas which is codified in Chapter 11 "Miscellaneous Offenses," Article II "Curfew for Minors"; and

WHEREAS, the curfew for minors ordinance was amended by the City Council in 2001, 2003, 2013, and 2018 pursuant to state law; and

WHEREAS, in 2023, the 88th Texas Legislature approved House Bill No. 1819 which repealed the authority of political subdivisions to adopt or enforce juvenile curfews; and

WHEREAS, House Bill No. 1819 took effect on September 1, 2023; and

WHEREAS, it is the desire of the City Council to repeal the curfew for minors ordinance in accordance with the new legislation.

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

SECTION 1. INCORPORATION OF PREMISES. The premises set forth above are the stated findings of the City Council of the City of Denison, serve as the basis for and are incorporated into this Ordinance as if written word for word.

SECTION 2. REPEAL. Chapter 11 "Miscellaneous Offenses," Article II "Curfew for Minors" of the Denison Code of Ordinances is hereby repealed in its entirety effective September 1, 2023.

SECTION 3. SEVERABILITY. If any subsection, sentence, clause, phrase, or word of this Ordinance or application of it to any person, structure, gathering, or circumstance is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, then such decision will not affect the validity of the remaining portions of applications of this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall be effective on September 18, 2023.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DENISON THIS 18th DAY OF September 2023.

APPROVED:

_____

Janet Gott, Mayor

ATTEST:

_____

Christine Wallentine, City Clerk

City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone property legally described as all of Lot 4, Block 32 of the Original Town Plat to the Cit of Denison, Grayson County, Texas as shown by plat of record in Volume 28, page 362 of the Deed Records of Grayson County, Texas; also known as 114 W. Sears Street, GCAD Property ID No. 142987, from the Commercial (C) Zoning District to the SF-5, Single Family Residential Zoning District, to allow for residential use. (Case No. 2023-077Z).

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

Summary
- The applicant is requesting a rezone of the subject property from the Commercial (C) Zoning District to the SF-5, Single Family Residential Zoning District.
- The proposed rezone complies with the Comprehensive Plan.

Staff Recommendation
Staff recommends approval of this request.

Recommended Motion
"I move to move to approve changing the zoning of the subject property from the Commercial Zoning District to the SF-5, Single Family Residential Zoning District."

Background Information and Analysis
The applicant is requesting to rezone property located at 114 W. Sears from the Commercial Zoning District to the SF-5, Single Family Residential Zoning District. Applicant wishes to construct a single-family residence. Lots to the east and on the north side of W. Sears Street have been developed in a residential manner. This request complies with the Comprehensive Plan and with approval, will allow the applicant to move forward with constructing a single-family home.

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

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

   The proposed use is compatible with the area located around the property.

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

N/A

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

   Rezoning of this property will not impact the availability of similar land for development.

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

   The area to the north and some property to the east has been developed in a residential manner.

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

   N/A

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

   The Future Land Use Plan designates this area to be appropriate for neighborhood. This request complies with the Comprehensive Plan recommendations.

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

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

Financial Considerations
N/A

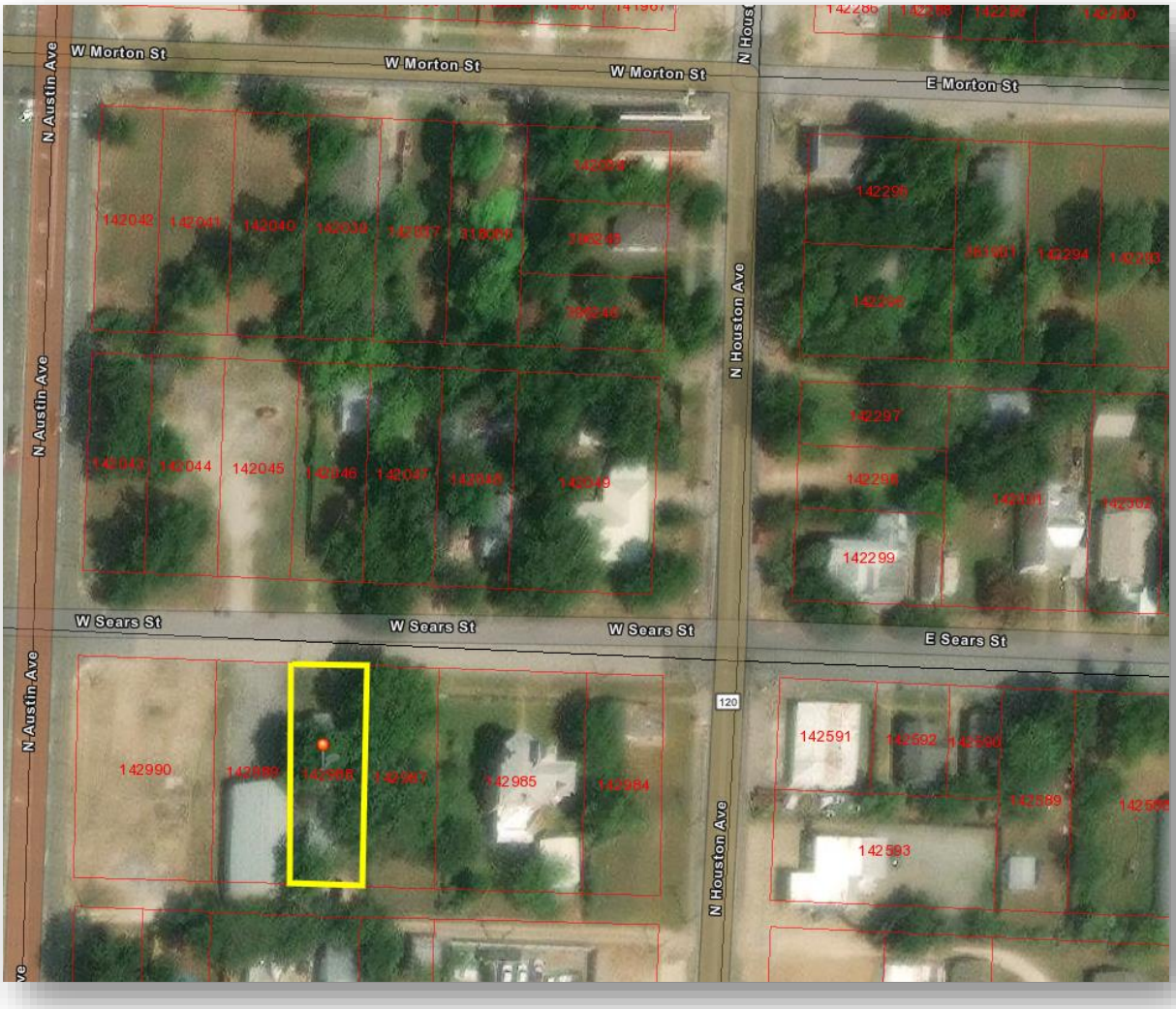
Prior Board or Council Action

- The Planning and Zoning Commission recommended approval of this request at their meeting held on September 12th, 2023.

Alternatives

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

Aerial of Subject Area



Zoning Aerial of Subject Area

This letter is written in reference to the Re-Zoning Application of 114 W. Sears Street. This property is currently zoned commercial, and we are asking that it be re-zoned as residential (SF-5).

The City of Denison is experiencing a notable surge in population, driven by various factors such as economic development, job opportunities, and a desirable quality of life. The implications of this growth are evident in the increasing demand for housing and services. To ensure that our city can effectively accommodate this growth while maintaining a high standard of living for its residents, it is crucial to consider appropriate land use planning.

Due to the population's proposed growth in the next ten years specifically, based on the City's Comp Plan, we believe that providing the residents of the City of Denison with a plethora of housing options is crucial. The area in which this property sits is surrounded by dated residential housing. We plan to build a beautiful, new, single-family residence on this property, which will both provide housing for growth and assist with turning the neighborhood in a more positive direction.

By re-zoning certain commercial areas to residential use, we can address two critical challenges simultaneously. First, it will allow for the construction of additional residential properties, helping to meet the increasing demand for housing and providing more diverse housing options for our growing population. Second, it can revitalize these underutilized commercial zones, potentially attracting new businesses that align with the needs and preferences of our expanding community.

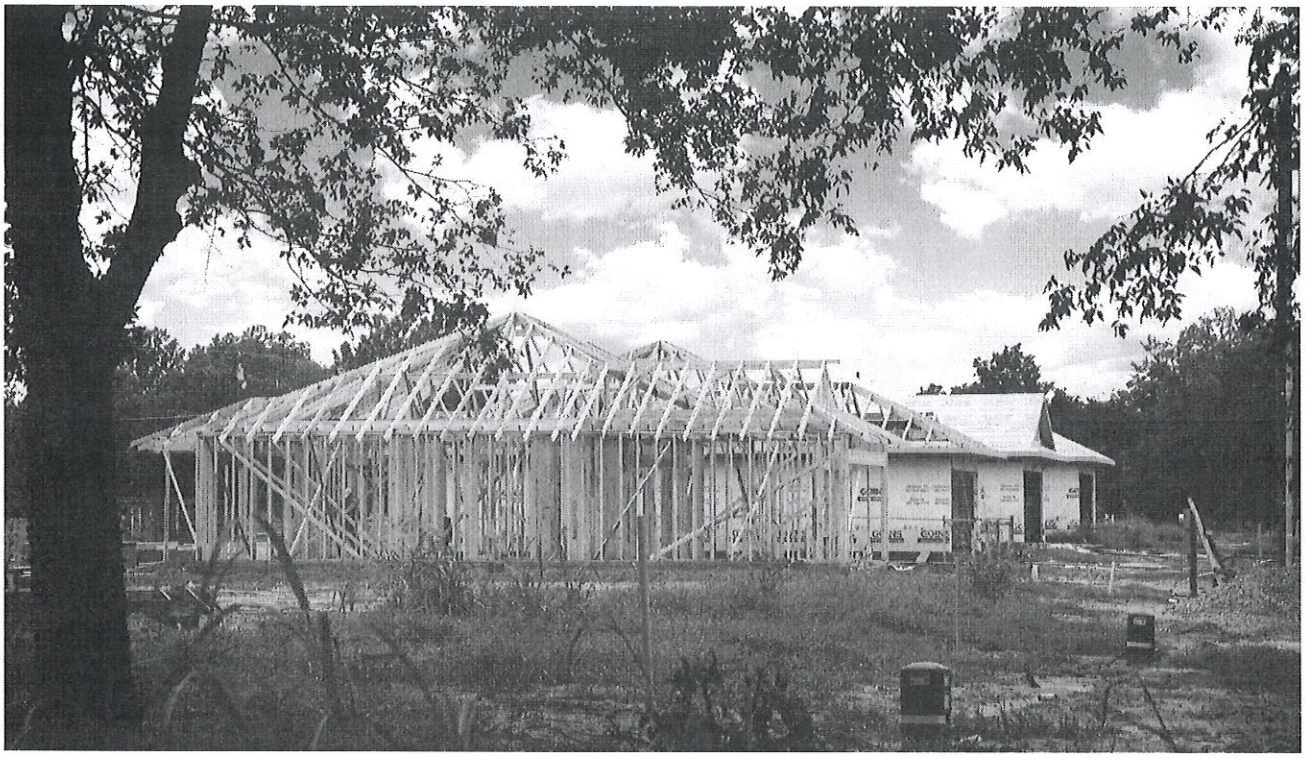
By encouraging mixed-use areas that blend residential and commercial elements, we can create vibrant, walkable neighborhoods that reduce traffic congestion, support local businesses, and foster a strong sense of community.

In conclusion, as the City of Denison continues to experience population growth, it is imperative that we adopt a forward-thinking approach to urban planning. By re-zoning appropriate commercial areas to residential use, we can effectively manage growth, provide for our citizens' housing needs, and create a vibrant and sustainable community for the future.

Thank you for your time and consideration. I look forward to hearing about the progress of this matter.

Sincerely,

Gabriel West
West Legacy, LLP
2545 E FM 120
Denison, TX 75021
903-821-2325



Development & Redevelopment

Denison will encourage high quality redevelopment and infill and enforce codes and standards such that neighborhoods and commercial corridors in the older parts of the city thrive alongside new developments along U.S. 75. Denison will grow responsibly, protecting its character and ensuring that growth is a long term benefit to the city and its residents.

Actions

- Develop annexation policies and plans in order to maintain orderly growth and development.
- Update building and development standards to ensure they promote the goals of this Comprehensive Plan.
- Evaluate fees that are charged for new utilities and street infrastructure to ensure that new development carries the cost of providing service.
- Continue to enforce the minimum property standards code.
- Expand code enforcement activities, emphasizing:
  - Neighborhoods on the verge of decline that can more easily be turned in a positive direction.
  - Older commercial corridors that need to be reinvigorated, especially Austin Avenue (U.S. 69), Eisenhower Parkway (Spur 503), Woodlawn Boulevard, Texoma Parkway (TX 91), and Morton Street.
- Partner with major land owners in the U.S. 75 corridor to conduct a market-based analysis of the mix of land uses most likely to respond to the demand for more retail and entertainment.
- Grow the city's tax base and economic strength through programs promoting redevelopment and revitalization of older commercial corridors and neighborhoods, using market-based analysis and strategic incentive programs to leverage new investment.

Housing *(Updated 2023)*

Denison will support a variety of housing types attainable for citizens of all income levels in traditional neighborhoods and offer attractive new developments. Within this document, the term attainability will be used to better define one's ability to purchase and own or rent a home or apartment. Affordability is subjective and does not accurately portray the City's desire to be a catalyst in elevating quality of life enhancements for all residents and in all neighborhoods.

Actions

- Use incentives and special district policies to catalyze a wide range of housing products. Tools to support and incentivize housing may include:
  - Tax increment reinvestment zones
  - Planned development overlay zoning DOES NOT EFFECT
  - City infrastructure assistance
  - Development fee waivers
  - Partnerships with non-profit builders
  - Neighborhood empowerment zones
- Tailor housing policies to promote these specifically desired sectors:
  - Downtown lofts and similar higher density products
  - New suburban developments that provide housing in a variety of price ranges, and specifically attainable to families in the current Denison average family income range
  - Redevelopment and infill
- Regularly evaluate and amend residential zoning districts to reflect current market trends and allow desired housing types
  - Develop standards for accessory dwelling units and expand the number of zoning districts where they are allowed.
  - Evaluate and amend zoning districts in response to frequently requested variance requests.
  - Evaluate larger-lot residential zoning districts that may be applicable in area appropriate in areas designated as Rural Residential on the Future Land Use Map.
- Evaluate current zoning patterns to create a more balanced mix of commercial and residentially zoned land.

- Conduct a study to determine the local market and support for retail and commercial services. Determine the area best suited for retail and commercial development, such as in the US 75 corridor, and reserve these for non-residential uses.
- Undertake a study of older commercial corridors, where demand for commercial uses has declined over the years, to determine how residential uses might be introduced in a compatible manner.

- Institute a residential registration and inspection program for rental properties. Include single-family residential rental properties in the registration and inspection program as well as duplexes and multi-family dwellings.
- Support tax credit applications for residential developers constructing mixed-income need-based and senior housing.
- Develop programs supported by a range of funding sources to assist homeowners with repairs and rehabilitation. These programs could include:
  - Dedication of available federal funds to emergency repairs and housing rehabilitation.
  - Partnerships with local volunteer groups and non-profits such as Plano Helpers and Rebuilding Together North Texas for minor repairs.
  - Rebates and tax incentives to assist with major renovation and rehabilitation projects. The City of Plano's Great Update Rebate and the City of Richardson's Home Improvement Incentive Program are local examples of these types of programs.
- Enhance the overall appearance and attractiveness of Denison by expanding policies, programs, and activities that will reverse the decline experienced in residential neighborhoods. These activities could include:
  - Block-by-block infrastructure upgrades by the city.
  - Building neighborhood capacity and cohesion through education programs on city services and assistance in forming homeowner associations, similar to the City of Garland's Neighborhood Vitality programs.
  - Partnering with neighborhoods to develop neighborhood plans that address local concerns and opportunities for improvement that can be achieved through capital improvement programs.
- Strengthen enforcement programs such as minimum property standards, unsafe building demolition, and rental inspections, while also offering incentives to assist property owners with compliance.
  - Designate a portion of federal funding for housing rehabilitation and emergency repairs for code enforcement compliance.

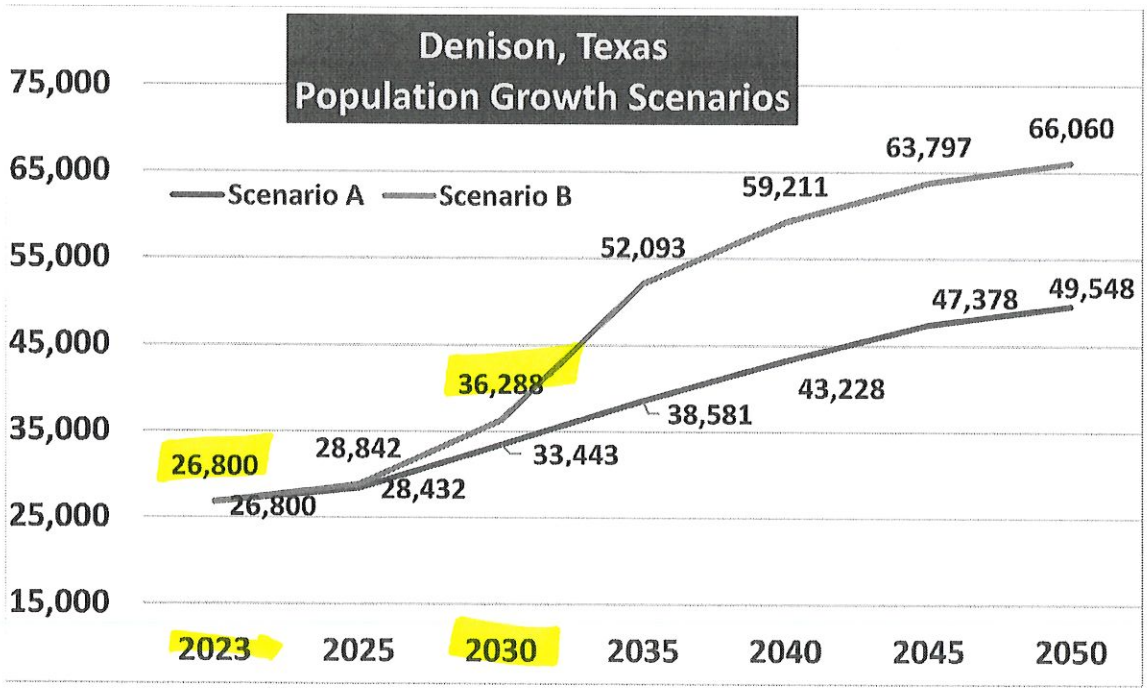
Projected Growth

While the past several decades saw the population of the City fluctuate, many factors indicate that Denison will experience sustained, and possibly high rates of growth over the next 20-30 years. These factors include a substantial growth in the employment sector in the region and the resulting need for housing, continued northward expansion of the DFW housing market along the US 75 corridor, and the availability of desirable land with natural features west of US 75. In 2022 alone, approximately 2,250 new single-family permits were issued along the US 75 corridor between Melissa and Sherman. Long term projections by the Texas Water Development Board predict that Grayson County will be one of the fastest growing counties in the state with a 150% increase in population over the next 50 years.

Population projections are not an exact science and can be impacted by a number of factors. The timing and rate of growth in Denison will depend on many forces within and outside of the city's control, such as the overall health of the housing market, fluctuating interest rates, land assemblage, zoning entitlements, and most importantly, the ability to provide water and sanitary sewer service.

In Figure 2, Scenario A reflects a steady increase in growth with a slower rate occurring after 2035. Scenario B envisions a much higher rate of growth reflective of future, larger residential developments west of US 75.

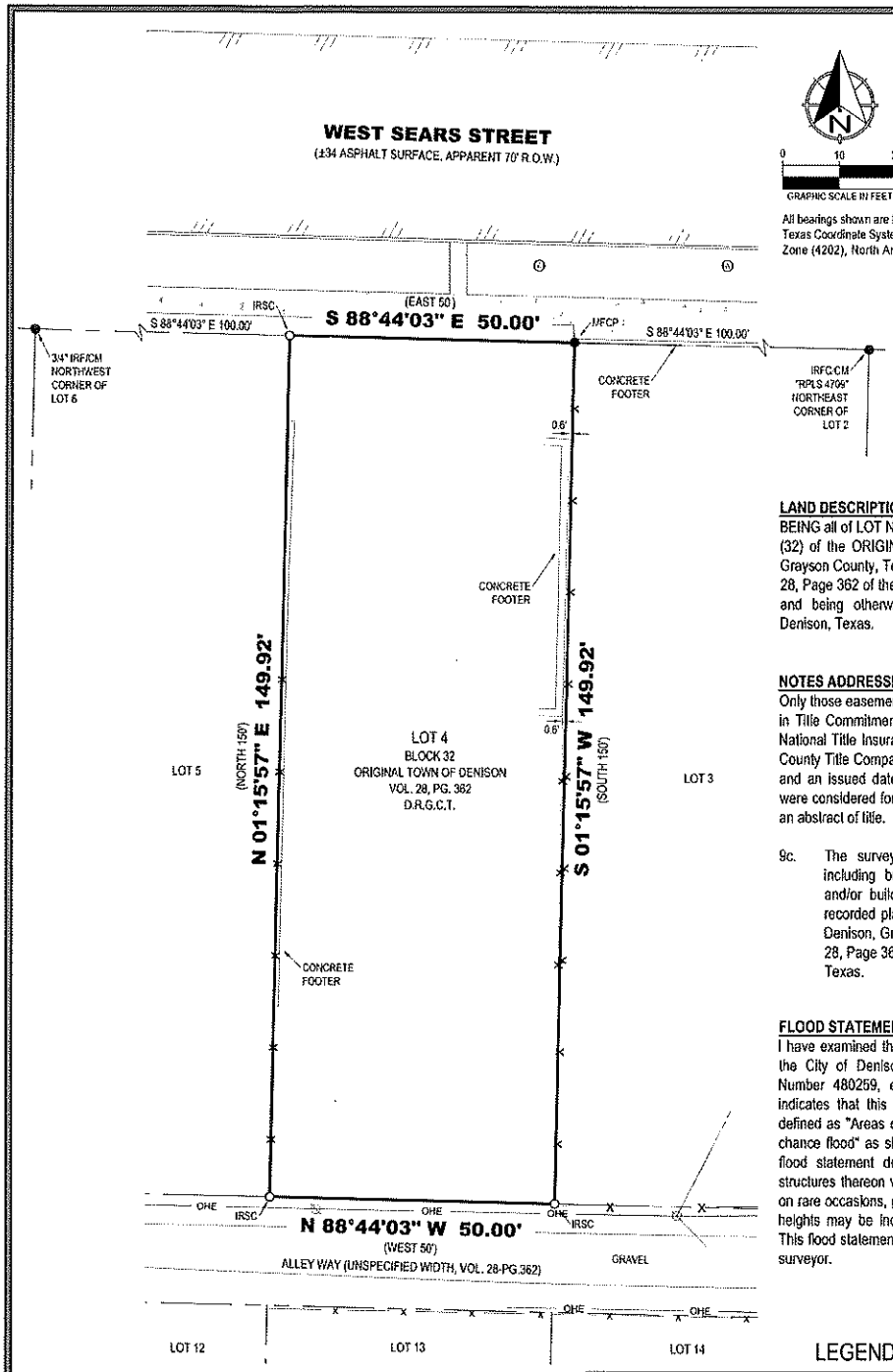
Figure 2

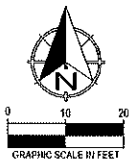


Source: City Estimates

Growth Rates Notes

Scenario A	Scenario B
2.5% - 3.5% growth rate between 2023-2035 Stepdown from 2.5% to 0.5% between 2035-2050	3% between 2023-2025 5% between 2025-2030 7.5% between 2030-2035 Stepdown from 3.5% to 2% between 2035-2040 Stepdown from 1.5% to 0.5% between 2040-2050





All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LAND DESCRIPTION:
BEING all of LOT NO. FOUR (4) in BLOCK NO. THIRTY-TWO (32) of the ORIGINAL TOWN PLAT to the City of Denison, Grayson County, Texas, as shown by plat of record in Volume 28, Page 362 of the Deed Records of Grayson County, Texas, and being otherwise known as 114 West Sears Street, Denison, Texas.

NOTES ADDRESSING SCHEDULE 'B' EXCEPTIONS:
Only those easements and/or other matters of record, as listed in Title Commitment GF No. 40043, issued by Old Republic National Title Insurance Company, countersigned by Grayson County Title Company, with an effective date of July 29, 2016, and an issued date of August 10, 2016, and relisted below were considered for this Survey. The surveyor did not perform an abstract of title.

9c. The surveyed property is subject to any matter, including but not limited to, easements, roadways and/or building set back lines, as revealed on the recorded plat of the Original Town Plat to the City of Denison, Grayson County, Texas, of record in Volume 28, Page 362 of the Deed Records of Grayson County, Texas.

FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Denison, Grayson County, Texas, Community Number 480259, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0170 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND

●	FOUND MONUMENT	( )	DEED OR PLAT CALL
○	SET MONUMENT	R.O.W.	RIGHT-OF-WAY
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	⊘	UTILITY/POWER POLE
		Ⓦ	WATER METER
IRF	IRON ROD FOUND	———	BOUNDARY LINE
IRFC	IRON ROD FOUND W/PLASTIC CAP	— — —	ADJOINER LINE
MFCP	METAL FENCE CORNER POST	···· x ····	CHAIN LINK/WIRE FENCE
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS	··· /// ···	ASPHALT
		——— OH ———	OVERHEAD ELECTRIC/UTILITY
CM	CONTROLLING MONUMENT		

STATE OF TEXAS
REGISTERED
CHRIS R. NOAH
6585
PROFESSIONAL
LAND SURVEYOR

Certify to: Frederick J. Telecky Jr., Kathy L. Telecky, Mark Weisbert, Chapter 7 Trustee for Linda Greenfield; Old Republic National Title Insurance Company, Grayson County Title Company;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 09/15/2016, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah, R.P.L.S. No. 6585

TITLE SURVEY
LOT 4, BLOCK 32
ORIGINAL TOWN OF DENISON
114 West Sears Street, Denison
Grayson County, Texas

Preston Trail LAND SURVEYING
83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontraillandsurveying.com
903-213-0033

TBPLS Firm No. 10194175	Drawn by: CRN	Scale: 1"=20'	Project No. 16-0317
	Checked by: JEG	Date: 09/18/2016	Sheet No. 1 of 1

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, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS LOT 4, BLOCK 32, ORIGINAL TOWN PLAT OF DENISON, GRAYSON COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 28, PAGE 362, DEED RECORDS OF GRAYSON COUNTY, TEXAS, COMMONLY REFERRED TO AS 114 W SEARS ST, DENISON, TX, AND MORE PARTICULARY DESCRIBED AND DEPICTED IN EXHIBIT "A", FROM ITS ZONING 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 of the City (the "City Council") adopted Chapter 28 of its Code of Ordinances, the same being the Comprehensive Zoning Ordinance of the City, which governs the use and development of land in the City (the "Zoning Ordinance"); and

WHEREAS, West Legacy X, LLC Series III (the "Owner") owns Lot 4, Block 32, Original Town Plat of Denison, Grayson County, Texas, according to plat recorded in Volume 28, Page 362, Deed Records of Grayson County, Texas, as described and depicted in **Exhibit "A,"** which is attached and incorporated as if fully set forth herein (the "Property"), and has made an application under the provisions of the Zoning Ordinance for a zoning change on the Property from the current zoning district classification of Commercial District to Single Family-5 District; 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 the Zoning Ordinance as set forth in this Ordinance; and

WHEREAS, after complying with all legal notices, requirements, and conditions, a public hearing was held before the City Council at which the City Council considered the requested

zoning change, 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. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, and found to be true.

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, and of the public health, safety, and welfare.

SECTION 3. Zoning Amendments. Chapter 28 of the Code of Ordinances of the City, 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 a Single Family-5 District.

SECTION 4. Zoning Map. The Zoning Map of the City, 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. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

SECTION 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 the 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 the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

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

SECTION 9. Open Meeting. That it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

AND IT IS SO ORDERED.

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

Ayes:

Abstentions:

Nays:

At regular meeting September 18, 2023. _____

JANET GOTT, MAYOR

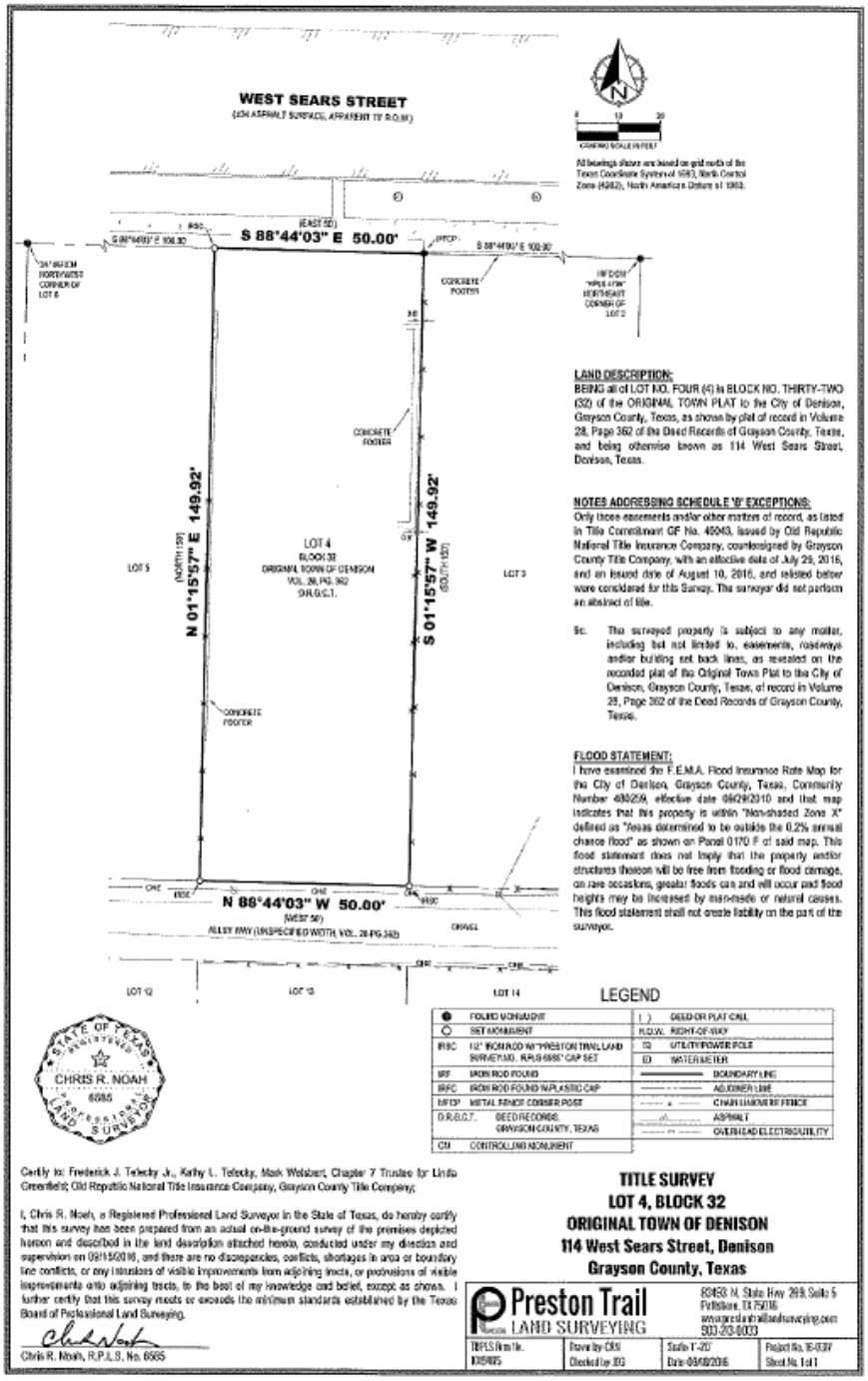
ATTEST:

_____

Christine Wallentine, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION

BEING LOT 4, BLOCK 32, ORIGINAL TOWN PLAT OF DENISON, GRAYSON COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 28, PAGE 362, DEED RECORDS OF GRAYSON COUNTY, TEXAS, COMMONLY REFERRED TO AS 114 W SEARS ST, DENISON, TEXAS.



City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion, conduct a public hearing and take action on proposed amendments to the landscaping requirements contained in Section 28.51 and Appendix C of the Zoning Ordinance (Case No. 2023-087ZO).

Staff Contact
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Summary
- The city has engaged City Centric Planning, LLC to update the Zoning Ordinance landscape requirements for new development and redevelopment.
- The proposed amendments to the ordinance are attached for the Planning and Zoning Commission's consideration and recommendation.
- The proposed changes were reviewed with a group of developers and homebuilders at a meeting on August 1, 2023, and with the Planning and Zoning Commission at its August 22, 2023 meeting.

Recommendation
Staff recommends approval of the amendments as presented.

Recommended Motion
"I move to approve the proposed amendments to Section 28.51 Landscape Requirements and Appendix C of the Zoning Ordinance."

Background Information and Analysis
In response to a significant increase in both residential and non-residential development, the city desires to update its landscaping requirements to improve the appearance of streetscapes and corridors, promote the use of drought tolerant and native/adapted species, and address erosion control problems on new single-family lots. The major changes that are proposed are summarized below:

<u>General Requirements</u>

- Automatic irrigation systems are required except for single-family lots and natural areas to be preserved.

- To improve the survival rate and reduce water needs, new trees and shrubs must be native or adapted species.

- To prevent loss of all trees as a result of disease, no more than 30% of required trees may be of the same species.

- The minimum tree caliper size for required trees increased from 2 inches in caliper to 3 inches in caliper.

- Required shrubs must be 5 gallons in size, an increase from 3 gallons.

Requirements for Non-Residential and Multi-Family Development – The current ordinance requires 8% of the property to be landscaped, but no defined landscaped edges or strips are required. Corner lots require an additional 5% landscaped areas.

The revised landscape requirements also apply to non-residential uses such as churches, schools and other institutional uses that may be located in residential zoning districts.

- Minimum 10-foot-wide landscape strip along streets (outside of the US 75 Corridor).

- Trees must be planted at 30 feet on center or can be clustered within the landscape strip.

- A headlight screen of shrubs is required for parking spaces adjacent to the landscape strip.

- Turf, evergreen groundcover, planting beds or mulch must be used in the landscape strip. Gravel and rock may only be used under trees or shrubs, unless the Director of Development Services approves the use of a low-water or Texas SmartScape landscape design.

- Where overhead power lines or utility easements are located within the landscape strip, shade trees may be located in islands within the first row of parking or ornamental trees may be substituted within the landscape strip.

- In downtown, a 5-foot-wide landscape strip with shrubs is required only for surface parking lots with 20 or more spaces. Otherwise, the Central Area (CA) zoning district is exempt from the landscape requirements.

Requirements for Parking Lots

- 8 square feet of landscaped area per parking space, in addition to the required landscape strips. The current ordinance allows parking lot landscaping to be part of the overall 8% requirement.

- One tree is required for every 15 parking spaces. The current requirement is one tree for every 50 parking spaces.

- Landscaped islands with one tree are required at the end of each row of parking and at a rate of one island for every 15 parking spaces. The landscaped island must be a minimum size of 10 feet x 18 feet. The current ordinance requires a 5-foot minimum width.

Requirements for Single-Family Residential

- One shade tree per lot if the front yard is 20 feet or more in depth and less than 100 feet in width. Ornamental trees may be used in lieu of shade trees if the front yard is less than 20 feet.

- For lots wider than 100 feet, two shade trees are required.

- Existing trees located within the front yard of a single-family lot may be used to meet the tree requirement.

- State law delays for two years after plat approval the imposition of new landscaping requirements on single-family lots. This will impact the shade tree requirement if the subdivision lots were recently platted.

- To prevent erosion, the front, side and rear yards of new single-family detached, townhouse and duplex lots must be sodded prior to the final inspection.

Requirements for Overlay Districts

Morton Street

- 10-foot-wide landscape strip is required, but the Planning Director may approve a reduction to 5 feet with only shrubs to accommodate parking and building placement.

Austin Avenue

- 10-foot-wide landscape strip is required south of the US 69 intersection and between Walker Street and the US 69/US 75 intersection. In the remaining area, the Planning Director may approve a reduction to 5 feet with only shrubs to accommodate parking and building placement.

Highway Oriented and Corridor District (US 75)

- A minimum 30-foot-wide landscape strip is required along the frontage roads. One shade tree and one ornamental tree are required at 30 feet on-center.

- Along intersecting streets, a minimum 15-foot-wide landscape strip is required. One shade tree and one ornamental tree are required at 30 feet on-center.

Issues for Consideration:

Comparison between Current Regulations and Proposed – A comparison between the current landscaping requirements and the ones that are proposed was performed using a recently approved site plan. The total amount of landscaped area was similar under each set of regulations; the number of required trees increased as a result of the specific requirements within the landscape strips and the parking lot islands.

Austin Avenue and Morton Street Overlay Districts – Imposing a landscape strip requirement in the older commercial corridors is challenging, with small lots, ROW dedications, head-in parking and other constraints. Some flexibility in the application of the regulations to individual properties is necessary. The proposed ordinance allows the Director of Development Services to reduce the 10-foot-wide landscape strip to 5 feet with only shrubs to address building and parking placement.

Other landscape treatments that could be considered in these corridors include the acquisition of landscaping easements on certain entryway or gateway properties, working with TXDOT to supplement

landscaping in the wide ROW of Spur 503 and the creation of a landscaping fund to support city-implemented project in lieu of on-site landscaping.

US 75 Corridor – The recommended width of the landscape strip in this corridor is increased to 30 feet. This is similar to the overlay district landscaping requirements that many area cities impose in major expressway and tollway corridors. With significant portions of the US 75 corridor still undeveloped, the additional landscaping will have a beneficial visual impact over time.

Feedback from Developers and Homebuilders – Specific comments and concerns expressed at the meeting with developers and homebuilders included:

- Measurement of New Trees – The ordinance retains the current measurement of caliper inch at 12 inches above the soil instead of a proposed change to Diameter at Breast Height, which more accurately describes existing trees for preservation purposes.
- Tree Requirement for New Homes – The builders expressed concern about a tree sharing space in a front yard with utility lines and driveways, as well as voiding builders' warranties should the tree impact foundations and pavement. One tree per lot is a standard requirement of area cities, and the proposed ordinance has been structured to recognize that ornamental trees and shrubs may be more appropriate in smaller yards.
- Requiring Turf on Slopes – Sloped areas where mowing is difficult were also a concern. These areas may be planted in evergreen groundcover to meet the ordinance requirements.
- Cross Access in the US 75 Corridor – The addition of a 30-foot-wide landscape strip has the potential to interfere with the placement of and connection with cross access easements. If an existing cross access easement is located closer than 30 feet to the frontage road ROW, the landscaped edge can transition to its full width as the adjacent lot develops.
- Verification of the Tree Requirement for Single-Family Lots – The builders did not want to have an additional plan to turn in as part of the platting process. No landscape plan will be required for the individual lots; verification of the required tree will be made at the time of final inspection of the house. A landscape plan may be required for common open space within a subdivision and for plantings at entry features and within ROW.

Planning and Zoning Commission Discussion – The Commission suggested that foundation plantings be required for new houses in addition to trees. A shrub requirement has been added.

Financial Considerations
N/A

Prior Board or Council Action

- The Planning and Zoning Commission recommended approval of the proposed amendments at their meeting held on September 12th, 2023.

Alternatives

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

Sec. 28.51. Landscape requirements.

28.51.1. Purpose:

The purpose of this section is to improve the appearance of vehicular use areas and property abutting public rights-of-way, require the installation and maintenance of trees, shrubs and other plant material to improve the aesthetics and natural environment of the city, reduce the amount of impervious surface area, stormwater runoff, and consequent pollution in local waterways, and promote the public health and safety through the reduction of air pollution, visual pollution, and glare. These standards recognize the value and necessity of air purification, water conservation and the use of drought-tolerant plants and trees that are native or adapted to the region's climate, soils and environment.

28.51.2. Applicability:

A. The standards and criteria contained within this section are deemed to be minimum standards and shall apply as stated.

1. To all new residential and nonresidential development (including uses such as schools, government buildings and churches within a residential zoning district)

2. To any redevelopment that:

   a. Increases the existing square footage of a structure(s) by more than thirty (30) percent; and/or

   b. Increases the use of the site by more than thirty (30) percent.

   c. Adds twenty (20) or more parking spaces to an existing parking lot.

3. To any nonresidential or multi-family use requiring a conditional use permit (CUP) or a planned development (PD) zoning designation, unless special landscaping standards are otherwise provided for in the ordinance establishing the CUP or PD District.

B. If at any time after the issuance of a certificate of occupancy, landscaping as required and approved according to this section is found to be not in conformance with the following standards and criteria

1. The Director of Development Services (or his/her designee) shall issue notice to the owner, citing the violation and describing what action is required to comply with this section.

2. The owner, tenant or agent shall have thirty (30) days from the date of said notice to establish/restore the landscaping, as required.

3. If the landscaping is not established/restored within the allotted time, then such person shall be in violation of this chapter and subject to the enforcement provisions of Article VII of this chapter.

C. Except for the provisions in section 28.51.6.A.7, this section 28.51 does not apply to lots in the CA – Central Area district.

28.51.3. Permits:

A. *Landscaping for standard development/redevelopment:* With the exception of single-family detached and duplex lots, no permits shall be issued for building, paving, grading or construction until a landscape plan is submitted and approved by the Director of Development Services (or his/her

designee) along with the applicable required plan, as specified in section 28.13 of this chapter. The landscape plan may be shown on the required site plan (provided the plan remains clear and legible) or may be drawn on a separate sheet. For projects requiring a landscape plan, prior to the issuance of a certificate of occupancy for any building or structure, all landscaping shall be installed in accordance with the plan. For single-family detached and duplex lots, landscaping must be installed prior to the final inspection and in accordance with Section 28.51.7.

B. *Landscaping for phased development:* If development of a site is being accomplished in two (2) or more phases, landscaping may be established in phases. Phased landscaping shall only be permitted in conjunction with a required site plan, as specified in section 28.13 that is submitted and approved in phases as well. In all cases, a landscaping plan shall be submitted along with a required site plan.

C. *Seasonal deferment for landscaping installation:* In any case in which a certificate of occupancy is sought at a season of the year in which the Director of Development Services (or his/her designee) determines that it would be impractical to plant trees, shrubs or groundcover, or to successfully establish turf areas, the applicant may request a temporary deferral of installation:

1. The applicant shall submit a letter requesting temporary deferral which also states when the installation shall occur.
2. All landscaping required in accordance with this section shall be installed within six (6) months of the date of the approval of the temporary deferral.
3. Following the installation of the required landscaping and city approval of the same, the city shall issue a letter of compliance.
4. Failure to install the landscaping within the temporary deferral period shall be an offense.

28.51.4. Landscape Plan:

Prior to the issuance of a building, paving, grading or construction permit for any use other than single-family detached or duplex dwellings, a landscape plan shall be submitted to the Director of Development Services, or his/her designee. In accordance with Section 28.13 of this chapter the Director (or his/her designee) shall review such plans and shall approve same if the plans are in accordance with the criteria of this chapter. If the plans are not in conformance, they shall be disapproved and shall be accompanied by a written statement setting forth the changes necessary for compliance.

The Director of Development Services may establish procedures and forms for landscape plans for clarity and consistency of operations. The procedures and forms shall have the force of ordinance as if fully incorporated herein. Landscaping plans shall be prepared by a person knowledgeable in plant material usage and landscape design (e.g., landscape architect, landscape contractor, landscape designer, etc.) and drawn to a scale of not smaller than one (1) inch equals twenty (20) feet or such scale approved by the Director of Development Services. Landscape plans shall contain the following minimum information:

A. Existing property boundary lines, easements, buildings, parking lots, roads, and other improvements.

B. Location of all trees to be preserved (do not use "tree stamps"), including approximate size and common name.

C. Location of all new plant and landscaping material to be installed, including plants, mulch, gravel and rocks, paving, benches, living screens, fountains, statues, earthen berms, ponds (to include depth of water), topography of site, or other landscape features and materials.

D. Planting schedule including species and common names of all plant materials, installation size, quantities (container size, planted height, etc.), and special planting instructions.

E. Details of restoration of disturbed areas, including areas to be sodded or seeded, and identify ground cover.

F. Location and details of irrigation, sprinkler, or water systems including location of water sources.

G. Description of maintenance provisions.

H. Name and address of the person(s) responsible for the preparation of the landscape plan, prepared date, and north arrow/symbol, and map insert depicting location of property.

I. Such other information as may be required by the city to determine compliance with this section.

28.51.5. General standards:

The following criteria and standards shall apply to landscape materials and installation:

A. An automatic irrigation system is required for all landscaping, except in areas designated as natural areas to be preserved on the landscape plan and for individual single-family detached and single-family attached dwellings and duplexes.

B. Except as allowed by Section 21.2 of the Code of Ordinances, no plant materials or irrigation systems shall be installed in public rights-of-way or on other public property without an encroachment agreement approved by the city.

C. To ensure drought-tolerance, all plant materials shall be native or adapted to the North Texas climate. Trees and shrubs shall be chosen from the approved plant materials list in Appendix C of this ordinance. No invasive species shall be used.

D. No more than thirty (30) percent of required trees shall be the same species.

E. Where a parking lot or access aisle is adjacent to any landscaping, including the permeable areas and drip lines around trees and planting beds, such landscaping shall be protected with continuous curbs, curbs with openings, wheel stops or similar solid or semi-permeable barriers.

F. Landscaping materials such as mulch and gravel may be used under trees, shrubs and other plants, but shall not comprise a significant portion of the total landscaped area.

G. Tree caliper measurements of new required trees shall be the caliper of the tree measured at twelve (12) inches above the soil. Shade trees shall be a minimum caliper of three (3) inches. Ornamental trees shall be a minimum caliper of two (2) inches.

H. All new trees shall be surrounded by a permeable surface or be located within a tree grate that is a minimum of five (5) feet by five (5) feet in size.

I. Shrubs required pursuant to this section shall meet the following minimum criteria:

1. For non-residential and multi-family uses, shrubs shall be a minimum size of five (5) gallons at time of planting. To comply with the shrub requirement for single-family and duplex uses, shrubs shall be a minimum size of three (3) gallons at the time of planting.

2. Hedges, where installed for screening/buffering purposes, shall be planted and maintained so as to form a continuous, unbroken, solid visual screen which should be at

least six (6) feet in height within three (3) years after planting. The exception to this shall be hedges that are installed as screening for headlights in parking lots. Such hedges shall form a continuous, solid visual screen which should be at least three (3) feet in height within two (2) years after planting.

J. Grass areas that are installed for the purposes of meeting the landscaping requirements of this section shall be sodded, plugged, sprigged, hydro-mulched (between the dates of April 16 and August 15) and/or seeded, except that solid sod shall be used in swales, earthen berms or other areas subject to erosion. Grass sod shall be clean and free of weeds and noxious pests or diseases. Grass areas that exist at the time of development or redevelopment and that are located in a designated natural area on the approved landscape plan are exempt from this requirement.

K. Ground covers that are installed for the purpose of meeting the landscaping requirements of this section shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year of planting. Ground covers that are existing at the time of development/redevelopment and that are located in a designated natural area on the approved landscape plan are exempt from this requirement.

L. Earthen berms shall have side slopes not to exceed 33.3 percent (three (3) feet of horizontal distance for each one (1) foot of vertical height). All berms shall provide necessary drainage provisions as may be required by the city's engineer.

M. Property owners shall ensure that all landscaping, including trees and shrubs planted on a lot within the city, complies with the visibility standards contained in the Public Works design manual. Landscaping shall be pruned to not obstruct traffic signs and signals, visibility at intersections or impede the passage of pedestrians on sidewalks.

28.51.6. Minimum landscaping requirements for nonresidential and multi-family developments:

A. *Landscaping along Rights-of-Way*: Except as provided below and as specified within the overlay districts and planned development zoning districts, a minimum ten (10) foot wide landscape strip shall be provided adjacent to all public and private streets outside of the right-of-way. (See Figure A)

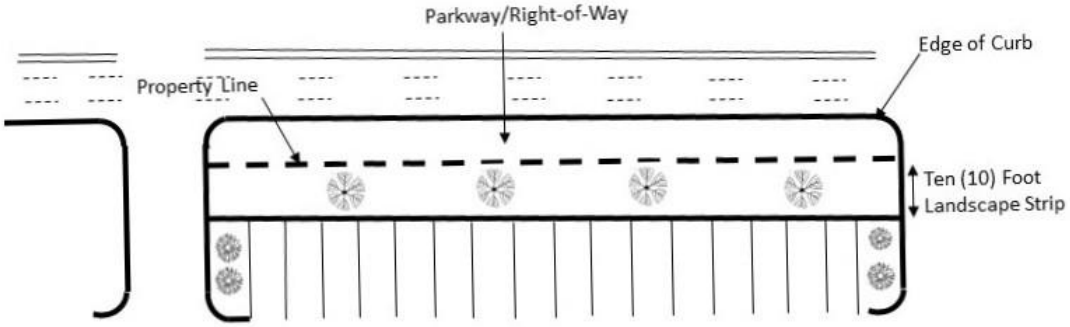

Figure A

1. Within the landscape strip shade trees a minimum caliper of three (3) inches shall be planted at 30 feet on-center. Trees may be planted in clusters not to exceed 80 feet between clusters. Ornamental trees may be substituted at a ratio of two to one (2:1).

2. Where parking spaces are located adjacent to the landscape strip, evergreen shrubs, a minimum size of five (5) gallons and chosen from the list of approved shrub materials in Appendix C must be planted to provide a solid three (3) foot tall opaque screen after two (2) years.

3. Where the landscaped strip abuts a parking lot or drive aisle, continuous or intermittent curbs, wheel stops or similar solid or semi-permeable barriers shall be installed.

4. Permeable surfaces within the landscape strip shall be comprised of grass, groundcover, planting beds, or mulched areas. Gravel, rock, bark mulch or other similar materials may only be used underneath the tree canopy and shrubs in a required landscaped strip. Where bark mulch is used as groundcover, it shall be contained with edging material and shall be maintained at a constant depth of four (4) inches.

5. Where the location of existing overhead utility lines conflict with the tree planting requirements within the landscape strip, the developer may choose from two options:

a. Installation of ornamental trees instead of shade trees, at a rate of three (3) trees per 500 square feet of landscape strip; or

b. Planting the required shade trees in tree islands located within the first tier of parking spaces.

6. Where easements containing underground utilities conflict with tree planting requirements within the required landscape strip, the trees shall be planted outside the utility easement on the property owner's side and adjacent to the required landscape strip. (See Figure B)

7. On lots in the CA - Central Area district, a five (5) foot wide landscape strip is required adjacent to public and private streets that border a surface parking lot containing twenty (20) or more parking spaces. Shrubs shall be installed within the landscape strip in accordance with Section 2. above.

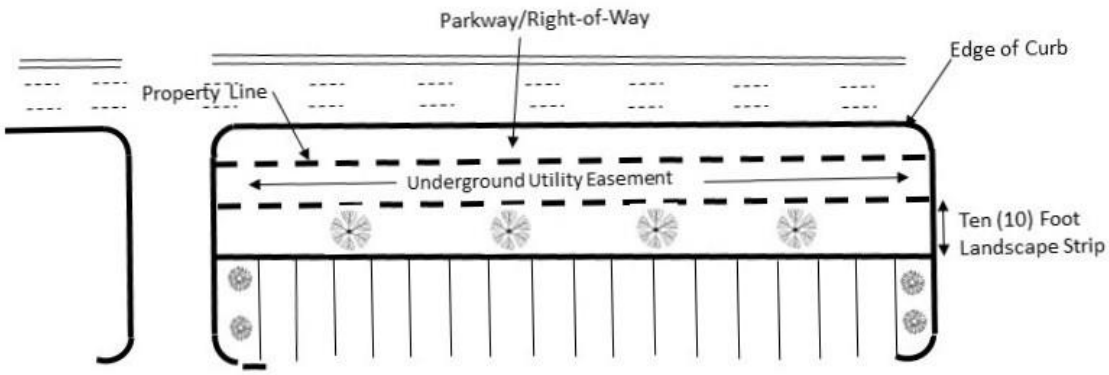

Figure B

B. *Requirements for landscaping in and around parking lots:* Parking lots, including those within the CA - Central Area district containing twenty (20) spaces or more, shall be landscaped in accordance with this section in addition to the required landscape strip as described in section 28.51.6 above.

1. There shall be eight (8) square feet of permeable interior landscaping for each parking space or fraction thereof. The permeable space shall be grass, shrubs, groundcover, trees or a combination of these materials. Gravel, bark mulch, decomposed granite or other similar materials shall only be used under tree canopy and shrubs. Trees are required as described in subsections 28.51.6.B.2 and B.3 below.

2.There shall be a minimum of one (1) shade tree that is a minimum caliper of three (3) inches planted in the parking area for every fifteen (15) parking spaces. Ornamental trees may be substituted at a ratio of two to one (2:1), for no more than 50% of required shade trees. (See Figure C)

3. A landscape island is required at the end of all rows of parking and at a ratio of one (1) landscape island for every fifteen (15) parking spaces or fraction thereof. Landscape islands must be spaced at no more than fifteen (15) parking spaces apart and must be a minimum of ten (10) feet by eighteen (18) feet in size. Each landscape island must contain one (1) shade tree three (3) inches in caliper or two (2) ornamental trees if approved by the Director of Development Services in accordance with subsection 28.51.6.B.2 above.

4. A minimum ten (10) foot wide landscaped area is required to separate parking areas that have one hundred (100) or more parking spaces.

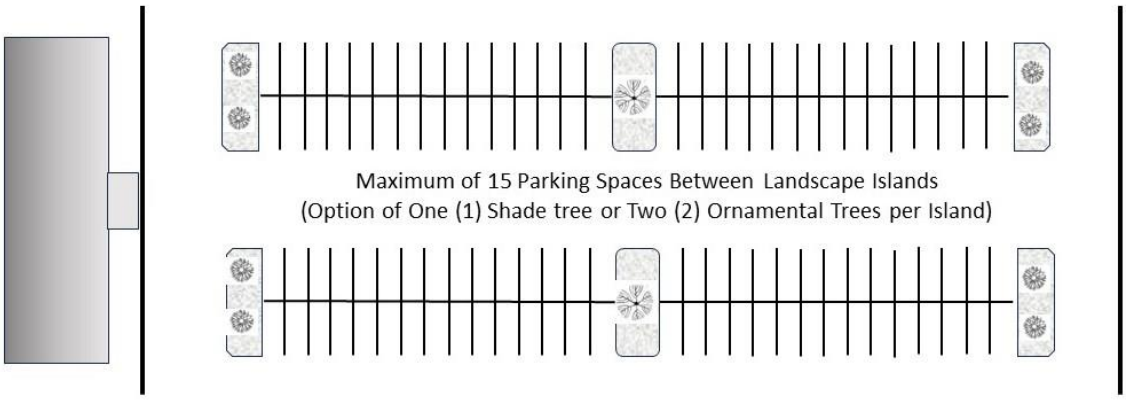

Figure C

28.51.7. Minimum Landscaping Requirements for Single-Family Residential or Duplex Lots:

A. These standards shall apply to all single-family dwelling lots two years after the date that plat was approved or the date the city accepted the public improvements, in accordance with Section 211.016 of the Texas Local Government Code:

1. Trees shall be provided for each lot as follows:

a. For lots one hundred (100) feet or less in width:

(1). Required front yards twenty (20) feet or more in depth – a minimum of one (1) shade tree with a minimum caliper of three (3) inches or two (2) ornamental trees a minimum of two (2) inches in caliper.

(2). Where the required front yard is less than twenty (20) feet, ornamental trees may be planted in lieu of shade trees.

(3). Where the required front yard is five (5) feet or less in depth, shrubs may be planted in lieu of shade trees or ornamental trees.

b. For lots wider than one hundred (100) feet as measured at the front yard setback, a minimum of two (2) shade trees with a minimum caliper of three (3) inches shall be planted in the front yard.

c. Existing trees located within the front yard that meet the minimum size requirements above that are to be preserved may be counted to meet the requirements in subsection 28.51.7.A.1 . above.

2. Shrubs, a minimum of three (3) gallons in size, shall be provided for each lot as follows and shall be planted in the front yard:

a. Lots less than 7000 square feet – 12 shrubs

b. Lots size 7000 square feet to 10,000 square feet – 15 shrubs

c. Lots greater than 10,000 square feet – 20 shrubs

B. As an erosion control measure, front, side and rear yards of new single-family, single-family attached and duplex dwelling units shall be sodded prior to the final inspection. These areas may

also include mulched planter beds with shrubs and hardscape such as patios, driveways and sidewalks.

28.51.8. Maintenance:

Required landscaping must be maintained in a healthy, growing condition at all times and free from refuse and debris. The property owner is responsible for regular weeding, mowing of grass, irrigating, fertilizing, pruning and other maintenance needs. Plantings and ground cover required by an approved landscape plan that have died shall be replaced within three (3) months of notification by the city. However, the time for compliance may be extended by up to six (6) months by the director of development services in order to allow for seasonable or weather conditions.

28.51.9. Tree preservation and incentives for preservation of natural areas and trees:

A. Tree preservation requirements.

1. Purpose. The purpose of this section is to establish regulations to prohibit the unapproved removal, transplanting and clear cutting of trees, preserve and replace existing protected trees within the city and to provide protection of trees during construction, development, or redevelopment of a site. In addition, this section shall further the following public purposes:

a. Encourage the preservation and protection of existing protected trees and protected tree stands and groves, and which include the preservation of open spaces in the design of undeveloped residential and non-residential developments;

b. Reward site design that preserves existing protected trees and associated habitat by offering preservation credits to off-set required replacement rates for protected trees that are necessarily removed during construction, development, and redevelopment;

c. Preserve trees that further the ecological, environmental, and aesthetic qualities that contribute to the unique, natural beauty of Denison;

d. Preserve and provide for trees that offer shade and windbreaks; reduce the erosive effects of rainfall, protect water resources, mitigate ambient air temperatures and improve air quality;

e. Prevent the untimely and indiscriminate removal or destruction and clear-cutting of trees; and

f. Preserve heritage trees (greater than forty (40) caliper inches (CI)) to the greatest extent possible.

2. Definitions.

Buildable area. The portion of a lot exclusive of required yard areas on which a structure or building improvements may be erected.

Building pad. The actual foundation area of a building and a ten-foot clear area around the foundation necessary for construction and grade transitions. This also includes the term "building footprint."

Caliper inch (CI). Method of measuring the trunk diameter of a nursery grown tree. The point of measurement is approximately six (6) inches above the top of the root ball.

Clear-cutting. The indiscriminate cutting, plowing, or grubbing of trees without regard to type or size for the purpose of clearing the land.

Critical root zone. The area of undisturbed natural soil around a tree defined by a concentric circle with a radius equal to the distance from the trunk to the outermost portion of the drip line.

Critically alter. The uprooting, removing the canopy or severing the main trunk of a tree, or any act which causes or may reasonably be expected to cause a tree to die. This includes, but is not limited to the removal of a tree from a property, damage inflicted upon the root system of a tree by machinery, storage of materials, or the compaction of soil above the root system of a tree, a change in the natural grade above the root system of a tree, an application of herbicidal chemical or the misapplication of beneficial chemicals, excessive pruning, placement of nonpermeable pavement over the root system of the tree, or trenching within the primary root zone. Additionally, a tree may be considered critically altered if more than twenty-five (25) percent of the primary root zone is altered or disturbed at natural grade, or more than twenty-five (25) percent of the canopy is removed.

Development. Any manmade change to improved or unimproved real estate including, but not limited to, buildings and other structures, paving, drainage, or utilities, and agricultural activities.

Diameter at breast height (DBH). The diameter of the tree trunk diameter measured in inches at a height of four (4) feet above the natural grade. For multiple-trunk trees, DBH shall be the sum of the diameter of the individual trunks.

Drip line. A vertical line run through the outermost portion of the crown of a tree and extending to the ground. This may also be referred to as the root protection zone.

Floodplain. The area designated as being within the 100-year floodplain on the Federal Emergency Management Agency flood insurance map (FIRM).

Grove. A group of twelve (12) or more protected trees with no undergrowth. The grove of protected trees can be a single cluster or in a linear row.

Grubbing. Excavating or removing a significant part of the root system.

Mitigation. The method by which trees are replaced whether through replanting on the subject property, transplanting to another location or same property, or through payment of fee-in-lieu-of replanting approved by the city.

Mitigation plan. The city approved plan of mitigation for a property (also referred to as tree protection/mitigation plan).

Protective fencing. Chain link, orange vinyl construction fence or other fencing at least four (4) feet in height.

Replacement trees. Trees planted to mitigate the loss of protected trees during development.

Tree. Any self-supporting woody plant which will attain a trunk caliper of three (3) inches or more DBH and which normally attains a height of at least fifteen (15) feet at maturity, with one (1) or more main stems or trunks and many branches. This does not include trees commonly known as ornamental trees.

Tree, dead (or declining). A tree that is dead or in severe decline with substantial structural defects, no remedial options available, and no chance of recovery as determined and documented by a certified arborist or registered landscape architect.

Tree fund. A city administered fund established for collection of fee-in-lieu-of replacement trees paid as mitigation and may include other contributions made in support tree preservation efforts.

Tree, heritage. Any protected tree species with 40 CI or greater as measured at DBH.

Tree preservation plan. A plan or drawing to scale that illustrates which trees are to be preserved, which trees are to be removed, and the manner in which trees will be protected during the construction process.

Tree, protected. Any tree species other than those specifically identified herein as an "Unprotected Tree" and having a trunk caliper of seven (7) inches or more, measured four (4) feet above natural grade level (also referred to as measured at DBH).

Tree, replacement. Large trees (canopy and shade trees) as outlined in appendix C, recommended plant list, of this chapter. This shall also include shade trees listed in the Texas SmartScape Database for North Central Texas.

Tree survey. A plan or drawing to scale that identifies the size, location and species of trees seven (7) inches or more DBH on a property.

Tree, unprotected (exempt from section 28.51.8). The trees which are specifically exempt from the mitigation provisions of section 28.51.8 regardless of caliper inches at DBH based on species type. The scientific and common names of these trees are identified in section 28.51.8.4.j.

3. Applicability. The provisions of this section apply to:

a. All vacant and undeveloped property; and

b. All property to be redeveloped, including additions and/or alterations.

c. All developed property for which a tree protection/mitigation plan, landscape plan or planned development overlay district has been approved by the city and identifies trees required to be planted or preserved in accordance with this section.

4. Exemptions.

a. This section does not apply to individual single-family, duplex, and townhouse lots after initial development and final inspection of the dwelling units by the building inspections department. Individual single-family and duplex lots five (5) acres or less in size created through a minor plat in accordance with the subdivision ordinance are also exempt. However, if a tree proposed for removal was required by the landscape regulations of chapter 28 at the time of permitting and/or as required by the provisions of an approved planned development overlay district ordinance for the property, the owner shall replace the tree with a minimum three (3) caliper inch large tree of the species outlined in appendix C. Clear-cutting is prohibited on all individual single-family, duplex and townhouse lots five (5) acres or larger in size.

b. For all new single-family developments, the buildable area, as defined above, plus the area needed to establish proper drainage, detention and retention areas, sidewalks, septic systems and lateral lines, fences, screening walls, swimming pools and decking, driveways, public street rights-of-way, private street lots and utility easements are exempt. Sufficient area to allow the normal operation of construction equipment for these improvements is also exempt.

c. For all nonresidential and multifamily developments, the building pads, proposed public street rights-of-way, utility easements, areas needed to establish property drainage, detention and retention areas, drive aisles, sidewalks and fire lanes are exempt. Sufficient area to allow the normal operation of construction equipment for these improvements is also exempt.

d. During the period of an emergency such as a tornado, severe thunderstorm, ice storm, flood, or other natural disaster, the requirements of this ordinance may be waived as deemed necessary by the emergency management coordinator or other designee of the city manager.

e. In addition to rights granted by easement, utility companies franchised by the city may remove trees during the period of an emergency that are determined by the company to be a danger to public safety and welfare by interfering with utility service.

f. Any plant nursery (growing for commercial sales) shall be exempt from the terms and provisions of this section only in relation to those trees planted and growing on the premises for the sale or intended sale to the public.

g. Utility and drainage easements required by the city and utility companies to install and maintain infrastructure.

h. Trees that are diseased or dead, unless the tree was required to be planted as part of an approved landscape plan or tree mitigation plan.

i. The city may approve selective thinning of protected trees, upon the recommendation of a certified arborist engaged by the developer, which will enhance the likelihood of survival of a larger tree or trees.

j. Unprotected (exempt) tree species - the following tree species are exempt from the provisions of this section unless located in a floodplain:

Scientific Name	**Common Name**
Acer saccherinum	Silver Maple
Ailanthus altissima	Tree of Heaven
Albizia julibrissin	Mimosa
Celtis occidentalis	Common Hackberry
Fraxinus velutina	Arizona Ash
Gleditsia triacanthos	Honey Locust
Juniperus virginiana	Eastern Red Cedar

Maclura pomifera	Bois d'Arc
Melia azedearach	Chinaberry
Morus alba	Mulberry
Populus spp.	Cottonwood
Prosipus glandulosa	Honey Mesquite
Robinia pseudoacacia	Black Locust
Salix spp.	Willow
Sapium sebiferum	Chinese Tallow
Thuja spp.	Arborvitae
Ulmus alata	Winged Elm
Ulmus pumila	Siberian Elm

5. Tree preservation requirements. A violation of subparagraphs a., c. or d. below shall be an offense. The following requirements must be met:

a. In all zoning districts, no clear-cutting of land is allowed without a permit. An approved tree preservation plan or approved site plan is the permit that allows the removal of trees subject to this ordinance.

b. Removal and clearing of underbrush (but not grubbing) is allowed and does not require a permit.

c. No tree, seven (7) inches DBH or greater, may be cut to remove the canopy, removed, transplanted or critically altered unless located in areas specifically exempted by this section, the city has approved removal based on the tree 's health and condition, or the city has approved removal after assessment of a mitigation fee.

d. Regardless of the exemptions identified in subsections 28.51.8.4.b and 28.51.8.4.c, where a development project is proposed for twenty-five (25) or more acres, a minimum of fifteen (15) percent of the total caliper inches of protected trees shall be preserved, excluding any protected trees in a floodway.

6. Tree survey and preservation plan requirements. Failure to comply with this paragraph 6 shall be an offense.

a. Tree survey. A tree survey must be submitted with all site plan and preliminary plat applications. A tree preservation plan, if applicable, shall be submitted with all final plat applications. The planning department is authorized to maintain a list of required information for tree surveys and tree preservation plans. The tree survey shall include the exact location, size, condition if damaged or diseased, and common name of each protected (non-exempt) tree seven (7) inches DBH or larger, including those located in the 100-year floodplain. The tree survey for

properties with ten (10) or fewer protected trees may be shown on the site plan or preliminary plat instead of a separate plan.

(1) For property containing large heavily wooded areas, the city may, in lieu of a tree survey, authorize the submittal of an aerial photograph indicating all areas of tree cover that will not be disturbed or critically altered, provided that a tree survey and tree preservation plan of all other areas is submitted prior to any grading or construction. Trees within the non-disturbance area do not need to be individually identified unless they will be used for tree preservation incentives.

(2) In lieu of a tree survey, the applicant may submit a statement from a certified arborist or registered landscape architect certifying that there are no protected trees on a property.

b. Tree preservation plan. The tree preservation plan shall indicate which trees are to be preserved, which are to be removed and the manner in which they will be protected during the construction period. A tree mitigation plan, if required, must be included as part of the tree preservation plan.

7. Requirements for tree preservation. Developers shall adhere to the following tree protection measures on all construction sites and as depicted in Figure D. Failure to comply with this paragraph 7 shall be an offense.

a. Prior to grading, brush removal, or construction, the developer shall clearly tag or mark all trees to be preserved.

b. The developer shall erect protective fencing around each tree or group of trees to prevent the placement of debris or fill within the root protection zone. The fence shall be installed prior to the release of any permit. If the protection fence is found removed, down, or altered at any time during construction prior to final inspection or landscape installation, a stop work order may be issued.

c. During the construction phase of development, the developer shall establish a construction entrance that avoids protected trees and prohibit cleaning, parking, or storage of equipment or materials under the canopy of any tree or group of trees being preserved. The developer shall not allow the disposal of any waste material such as, but not limited to, paint, oil solvents, asphalt, concrete, mortar, etc. in the canopy area.

d. No attachments or wires of any kind, other than those of a protective nature shall be attached to any tree.

e. No fill or excavation may occur within the drip line of a tree to be preserved unless there is a specific approved plan for use of tree wells or retaining walls. Major changes of grade, six (6) inches or greater, will require additional measures to maintain proper oxygen and water exchange with the roots.

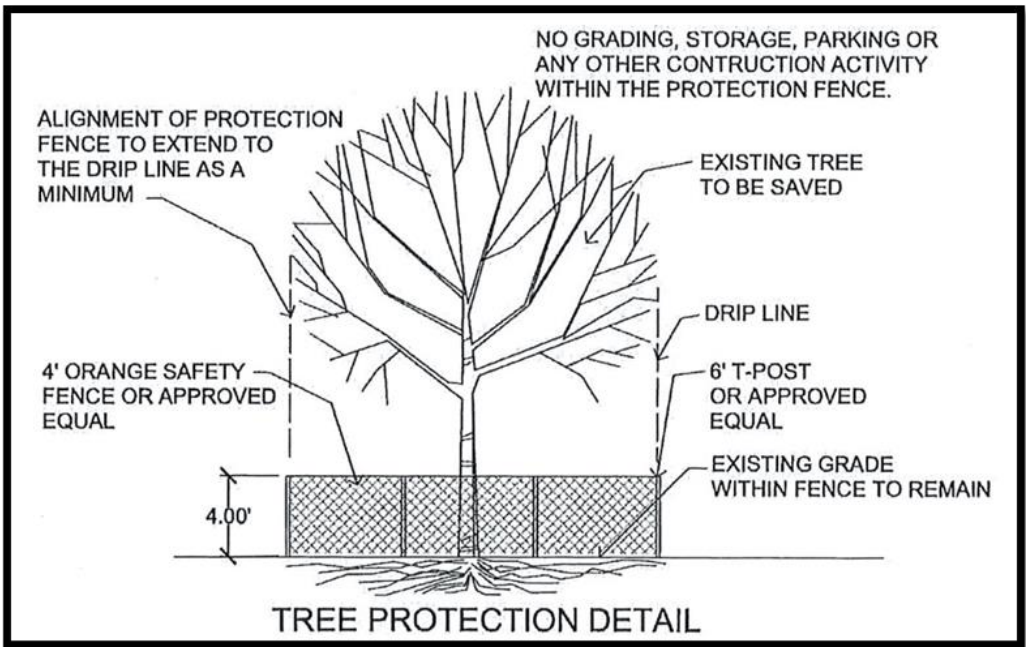

Figure D

8. Tree replacement and mitigation. Failure to comply with this paragraph 8 shall be an offense.

a. If protected (non-exempt) trees seven (7) inches and larger DBH are removed from a property, replacement trees, a minimum of three (3) inches in caliper, must be planted to equal the diameter of the tree(s) removed. Replacement trees are a credit toward the trees removed from the property and shall be in addition to trees required by other landscape requirements of the zoning ordinance.

b. Replacement trees planted to mitigate tree removal may be located on the property being developed or in a location mutually agreed upon by the city and developer.

c. If all replacement trees cannot be properly located, the developer may pay a mitigation fee in the amount established in the comprehensive fee schedule to the city in lieu of tree replacement. All fees shall be paid prior to removal of a protected tree.

B. Incentives for preservation of protected trees and groves of protected trees. These incentives are designed to encourage the preservation of existing, protected trees and existing groves of protected trees. These incentives shall not be used to reduce the required amount of landscaping required by the zoning ordinance, overlay districts or the requirements of a specific planned development overlay district.

1. Tree preservation. The following incentives are applicable for existing protected trees that are preserved:

a. Tree credits. Credit toward the total number of protected trees required as outlined in the following:

DBH of Existing Tree	Credit Against Tree Requirement
6” – 12”	2 trees
Over 12” to 20”	3 trees
Over 20” to 30”	3.5 trees
Over 30” to 40”	4 trees
Over 40”	5 trees

b. Preservation of groves of protected trees. All mitigation requirements of this section may be met by submitting a tree preservation plan depicting a minimum of fifteen (15) percent of the caliper inches of protected trees be preserved in one (1) or more groves.

C. Appeals and alternative compliance. When the literal enforcement of the provisions of this section creates an undue hardship due to the number and size of protected trees and in consideration of the topography of the subject property, an applicant may submit an appeal to the city council consisting of an alternative compliance plan. The alternative compliance plan shall clearly delineate any proposed reductions to the standards and depict alternative standards.

D. Penalty; enforcement.

1. It shall be an offense for any person(s) or entity to cause the transplanting of a protected tree, removal of a protected tree, cutting a protected tree to remove the canopy and/or clear cutting without first obtaining an approved permit or in violation of a permit required by this section.

2. Each protected tree removed, cut to remove the canopy, transplanted, or clear-cut without a permit or in violation of a permit shall constitute a separate offence. Violation of this section shall not constitute an exemption to the replacement and mitigation requirements contained herein.

3. A person commits an offense if the person critically alters a protected tree not meeting an exception listed in this section without first obtaining a permit or in violation of a permit from the city.

4. Any person who violates or causes the violation of this section by the:

a. Transplanting of a protected tree, removal of a protected tree, cutting a protected tree to remove the canopy and/or clear-cutting without first obtaining an approved permit or in violation of a permit;

b. Critically altering a protected tree without first obtaining a permit from the city, or by critically altering a tree in violation of the permit; or

c. By failing to follow the tree replacement procedures, shall be guilty of a misdemeanor and upon conviction shall be fined one hundred fifty dollars ($150.00) per caliper inch of the tree, not to exceed five hundred dollars ($500.00) per tree.

The unlawful transplanting of a protected tree, removal of a protected tree, cutting a protected tree to remove the canopy, clear-cutting, or critical alteration of each protected tree shall be considered a separate incident and each incident shall subject the violator to the maximum penalty set forth herein for each tree.

5. Any person, firm, corporation, agent or employee thereof who violates any provisions of this section other than those listed above, shall be guilty of a misdemeanor and upon conviction hereof shall be fined not to exceed five hundred dollars ($500.00) for each incident. The unlawful critical alteration of each protected tree shall be considered a separate incident and each incident subjects the violator to the maximum penalty set forth herein for each tree.

6. Allegation and evidence of a culpable mental state is not required for the proof of an offense defined by this section.

7. Acceptance of improvements. The city may refuse to accept any public improvements until the person pays all penalties for violations of this section; provided, however, that acceptance of public improvements shall be authorized before all trees shall be replaced if, with the Director of

Development Services' approval, the person furnishes the city with a cash deposit or surety bond in the approximate amount of the cost to replace the tree(s).

8. Certificate of occupancy. No certificate of occupancy (CO) shall be issued until any and all penalties for violations of this section have been paid to the city. No CO shall be issued until all required replacement trees have been planted or appropriate payments have been made to the reforestation fund; provided, however, that a CO may be granted before all trees have been replaced if, with the director of development services' approval, the person furnishes the city with a cash deposit or surety bond in the approximate amount of the cost to replace the tree(s).

LANDSCAPING REQUIREMENTS FOR MAJOR CORRIDORS

Section 28.45 MO – Morton Street Overlay District

Section 28.45.5 Special Requirements

C. *Landscaping*. Landscaping shall be installed in accordance with Section 28.51.6. However, the Director of Development Services may approve a reduction in the minimum landscape strip width to five (5) feet and require only shrubs if the landscape strip prevents compliance with building setbacks or minimum parking requirements.

Section 28.46 HO- Highway Oriented and Corridor District

Section 28.46.5 Special Area and Design Standards

B. 5

C. *Landscaping*.

1. Along the US 75 frontage road, a minimum thirty (30) foot wide landscape strip is required, which is measured from the property line and exclusive of rights-of-way. This landscape strip may be reduced to fifteen (15) feet in width if the combined width of the unpaved right-of-way and the landscaped edge is at least 40 feet.

(a). Within the landscape strip, one (1) tree with a minimum caliper of three (3) inches and one ornamental tree with a minimum caliper of two (2) inches shall be planted at thirty (30) feet on-center in an alternating pattern. Trees may be planted in clusters not to exceed eight (80) feet between clusters.

(b). Where parking spaces are located adjacent to the landscape strip, evergreen shrubs, a minimum size of five (5) gallons and selected from the list of approved shrub materials in Appendix C, shall be planted to provide a solid three (3) foot tall opaque screen within two (2) years of planting.

2. Along intersecting streets that are designated as minor arterials or larger on the Thoroughfare Plan, a minimum fifteen (15) foot wide landscape strip is required within the boundaries of the HO district as described in Section 28.46.3.

(a). Within the landscape strip, one (1) shade tree a minimum caliper of three (3) inches shall be planted at thirty (30) feet on-center. Trees may be planted in clusters not to exceed eighty (80) feet between clusters.

(b). Where parking spaces are located adjacent to the landscape strip, evergreen shrubs, a minimum size of five (5) gallons and chosen from the list of approved shrub materials in Appendix C must be planted to provide a solid two (2) foot tall opaque screen within two (2) years of planting.

Section 28.48. AO - Austin Avenue Overlay District

Section 28.48.5 Special Requirements

D. *Landscaping*. Landscaping shall be installed in accordance with Section 28.51.6 in the Austin Avenue Overlay District from the railroad overpass at the intersection of Spur 503/Texoma Parkway and U.S. Hwy. 69 and Walker Street to the intersection of U.S. Hwy. 69/75. Within the remaining segment of the Austin Avenue Overlay District, the Director of Development Services may approve a reduction in the minimum landscape strip width to five (5) feet and require only shrubs if the landscape strip prevents compliance with building setbacks or minimum parking requirements.

APPENDIX C

Approved Shade Trees

SHADE TREES	
Common Name	**Scientific Name**
Afghan Pine	*Pinus eldarica*
American Elm[1]	*Ulmus americana*
Austrian Pine	*Pinus nigra*
Bald Cypress[1]	*Taxodium distichum*
Bigelow Oak[1]	*Quercus sinuate var. brevilba*
Black Hickory[1]	*Carya texana (aka Carya buckleyi)*
Black Locust	*Robinia pseudoacacia*
Bur Oak[1]	*Quercus macrocarpa*
Caddo Maple	*Acer saccharum "Caddo"*
Cedar Elm[1]	*Ulmus crassifolia*
Chinquapin Oak[1]	*Quercus muhlenbergii*
Durrand Oak[1]	*Quercus sinuata var. sinuata*
Green Ash[1]	*Fraxinus pennsylvanica*
Japanese Black Pine	*Pinus thunbergii*
Lacebark Elm[2]	Ulmus parvifolia
Lacey Oak[1]	*Quercus fusiformis*
Live Oak[1]	*Quercus virginiana*
Mexican Sycamore	*Platanus mexicana*
Monterey Oak (aka Mexican White Oak) [1]	*Quercus polymorpha*
Pecan[1]	*Carya illinoinensis*
Pond Cypress	*Taxodium accendens*
Post Oak[1]	*Quercus stellata*
Sawtooth Oak	*Quercus accutissima*
Shumard Red Oak (aka Texas Red Oak) [1]	*Quercus shumardii (aka texana)*
Southern Magnolia[1]	*Magnolia grandiflora*
Sweetgum[1]	*Liquidambar styraciflua*
Texas Ash[1]	*Fraxenis texensis*
Texas Walnut[1]	*Juglans microarpa*
Willow Oak[1]	*Quercus phellos*

Winged Elm[1]	*Ulmus alata*

[1] = Native species, which is preferred but not required.

Approved Ornamental Trees

ORNAMENTAL TREES	
Common Name	Scientific Name
Carolina Buckthorn[1]	Rhamnus caroliana
Chittamwood[1]	Sideroxylon lanuginosum (aka Burmelia lanuginose)
Crepe Myrtle (tree form)	Lagerstroemia indica
Desert Willow[1]	Chilopsis linearis
Eastern Redbud[1]	Cercis canadensis
Eastern Red Cedar[1]	Juniperus virginiana
Eve's Necklace[1]	Sophora affinis
Hawthorne[1]	Crataegus spp.
Hollywood Juniper	Juniperus chinensis 'Torulosa'
Little Gem Magnolia	Magnolia grandiflora 'Little Gem'
Mexican Buckeye[1]	Ungnadia speciosa
Mexican Plum[1]	Prunus mexicana
Mexican Redbud[1]	Cercis canadensis var. mexicana
Possumhaw Holly (aka Deciduous Yaupon Holly) [1]	Ilex decidua
Prairie Flameleaf Sumac[1]	Rhus lanceolata
Red Buckeye[1]	Aesculus pavia
Roughleaf Dogwood[1]	Cornus drummondii
Rusty Blackhaw Viburnum[1]	Viburnum rufidulum
Texas Buckeye[1]	Aesculus arguta/glabra
Texas Mountain Laurel[1]	Sophora secundiflora
Texas Persimmon[1]	Diospyrus texana
Texas Redbud[1]	Cercis canadensis var. texenis
Thornless Common Honeylocust[1]	Gleditsia triacanthos var. inermis
Wax Myrtle[1]	Myrica cerifera
Western Soapberry[1]	Sapindus drummondii

[1] = Native species, which is preferred but not required.

Approved Shrubs

Shrubs	
Common Name	**Scientific name**
Agarita*[1]	*Berberis trifoliolata*
American Beautyberry*	***Callicarpa americana***
Apache Plume*	***Fallugia paradox***
Aromatic Sumac*	***Rhus aromatica***
Barberry	***Berberis thunbergii spp.***
Coralberry*[1]	***Symphoricarpos orbiculatus***
Dwarf Burford Holly	***Ilex cornuta***
Dwarf Crepe Myrtle	***Myrica pusilla***
Dwarf Wax Myrtle*[1]	***Myrica pusilla***
Dwarf Yaupon Holly*	***Ilex vomitoria 'Nana'***
Evergreen Sumac*[1]	***Rhus virens***
Flame Acanthus*	***Anisacanthus quadrifidus***
Foster Holly	***Ilex x attenuate "Foster"***
Flowering Quince	***Chaenomeles japonica***
Fragrant Mimosa*	***Mimosa borealis***
Glossy Abelia	***Abelia grandiflora***
Indian Hawthorn[1]	**Rhapiolepis indica**
Lindheimer Nolina*[1]	***Nolina lindheimeri***
Nandina	***Nandina spp.***
Nellie R. Stevens Holly	***Ilex x "Nellie R. Stevens"***
Red Yucca	***Hesperaloe parviflora***
Tam Juniper[1]	**Juniperus sabina 'Tamariscilfolia'**
Texas Nolina*[1]	***Nolina texana***
Texas Sage*	***Leucolphyllum frutescens***
Turks Cap*	***Malvaviscus drummondii***

* = Native species, which is preferred but not required.

[1] = Considered Evergreen

City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion and take action on approving the Discover Denison 2023-2025 Strategic Planning Document for the Denison Convention and Visitors Bureau Board of Directors.

Staff Contact
Rachel Reinert, Tourism Manager
rreinert@cityofdenison.com
(903) 647-7976

Summary

- The previous strategic planning session for the CVB Advisory Board was approved in October of 2020.
- The Discover Denison Strategic Plan provides guidance and direction for 2023-2025 for the staff and board members to achieve in addition to current projects.
- DMOproz facilitated background research, in-person surveys, board member retreat, and created the planning document.
- The plan is broken down into three overarching goals that grow the visitor experience and tourism economy while positively impacting the community.

Staff Recommendation
Staff recommends approval of the Discover Denison 2023-2025 Strategic Planning Document for the Denison Convention and Visitors Bureau Board of Directors.

Recommended Motion
"I move to approve the Discover Denison 2023-2025 Strategic Planning Document for the Denison Convention and Visitors Bureau Board of Directors."

Background Information and Analysis

DMOproz, specialists in Destination Marketing Organization, facilitated the Strategic Planning Session for Discover Denison and the Denison Convention and Visitors Bureau Board of Directors.

Background research consisted of two online surveys for both community members and CVB Board Members to capture opinions on strengths, weaknesses, opportunities, and threats specific to Denison and the tourism industry. Answers and background information are provided in the strategic planning document.

In addition to surveys, DMOproz conducted in-person interviews with community stakeholders from organizational partners and one day of board facilitation. Group surveys included Denison Arts Council, Main Street Board Members, Parks and Recreation, Mayor Gott, Lake Texoma

Representatives, and Chamber of Commerce Board Members. The Board had a day long planning session to narrow down top goals from all the responses and to form achievable action items that would best align with the City and Tourism's goals.

This process included cultivating a new Mission and Vision Statements for the board that focus on growing the visitor economy and experience by showcasing our destination, while positively impacting our local community.

The plan is broken down into three major goals for staff and board members to achieve in addition to current planning, including:

- Community Outreach and Organizational Collaboration
  - Build relationships with other community development organizations
  - Build relationships with destination businesses
  - Educate residents to the value of the visitor economy as a means to enhance quality of life
- Visitor Experience
  - Analyze opportunities to develop a community information center
  - Consider opportunities to celebrate the community's heritage as a magnet to attract visitation
  - Advocate for enhanced community transit options, entryway and wayfinding signage
  - Analyze opportunities to develop a robust community-wide Calendar of Events
  - Continue to ideate ways to diversify community events and facilities for an increasingly diverse population and visitor base
- Organizational Capacity
  - Analyze opportunities to expand and diversify funding streams
  - Consider opportunities to expand and diversify the Advisory Board

Prior Board or Council Action
City Council approved the last Conventions and Visitors Bureau Strategic Planning Document in October of 2020.

Alternatives
The City Council may not approve the Strategic Planning document.

DISCOVER DENISON
2023-2025 STRATEGIC PLAN

Facilitated by

ZEITGEIST CONSULTING

DMO PRŌZ

WE ARE DISCOVER DENISON: THE REGION'S OFFICIAL DESTINATION LEADERSHIP ORGANIZATION

Purpose/Vision Statement (Our Why):
We enhance Denison's Quality of Life by attracting visitors to our region, telling the stories of our community and showcasing our destination.

Denison will be known and respected as an authentic community of choice, welcoming visitors from around the world.

Mission Statement (Our How):
Discover Denison is dedicated to increasing the impact of visitor spending throughout the community, embracing growth while protecting the culture of the destination.

DISCOVER DENISON 2023-2025 STRATEGIC PLAN

GOAL Enhance Community Outreach and Organizational Collaboration

Objective A
Build relationships with other community development organizations

Suggested Tactics:

- Identify key organizations with which stronger relationships would produce more magnetic experiences for visitors (including, but not limited to):
    - Downtown Denison
    - Chamber of Commerce
    - Denison Arts Council
    - Independent School District
    - Sports Leagues and Clubs
    - Theatre groups
    - Grayson College
    - Texoma Medical Center
    - Parks Department
    - Others, as identified
- Consider which Board Members are best suited to build relationships with each group
- Attempt to meet quarterly with community stakeholders

Objective B
Build relationships with destination businesses

Suggested Tactics:

- Utilize City business permitting process to trigger visits to new businesses
- Partner with the Building Department to secure Certificate of Occupancy Reports
- Consider developing workshops to assist businesses with customer service and marketing
- Increase interaction with area hotel interests to better understand where they need help
- Engage with Short Term Rental interests to develop a working group to assist them in their relationship with the City
- Consider staging an Annual Meeting to showcase successes and engage stakeholders

Objective C
Educate residents to the value of the visitor economy as a means to enhance Quality of Life

Suggested Tactics:

- Encourage the City Communications Department to include Destination Marketing communiques and videos in their efforts to keep residents up-to-date
- Build a group of volunteers to reinforce positive messaging on Social Media and respond with facts to those critical of the visitor economy
- Consider whether the official Visitor Guide should be sent to each new resident when they register for City services
- Identify potential local media outlets to run a series of feature articles about the importance of the visitor economy and Discover Denison

GOAL Enhance the Visitor Experience

Objective A
Analyze opportunities to develop a community information center

Suggested Tactics:

- Identify other agencies and interests that could benefit from having a single, professional stepping-off point for introducing potential residents and businesses to the community, such as (but not limited to):
  - Downtown Denison
  - Chamber of Commerce
  - Independent School District
  - Economic Development
  - Main Street
  - Grayson College
  - Major employers
  - Others, as identified
- Analyze the ROI of partnering with other agencies to jointly share costs and benefits
- Serve as the subject expert on information centers, tapping into resources such as TACVB and DMOU

Objective B
Consider opportunities to celebrate the community's heritage as a magnet to attract visitation

Suggested Tactics:

- Work with management of the Eisenhower Birthplace, Perrin AFB Museum and the Red River Railroad Museum to identify opportunities to more effectively tell the Denison story
- Consider the stories of other notable Denison residents (Sullenberger, Munson, etc.)
- Encourage infrastructure upgrades and beautification surrounding the Eisenhower House

Objective C
Advocate for enhanced community transit options, entryway and wayfinding signage

Suggested Tactics:

- Annually inventory all directional signs and welcome monuments throughout the city, identifying those needing upgrades or replacement
- Review the existing wayfinding signage study
- Identify potential revenue streams to enhance signage
- Work with Google, Apple and other GPS systems to ensure wayfinding is accurate on mobile devices

Objective D
Analyze opportunities to develop a robust community-wide Calendar of Events

Suggested Tactics:

- Investigate the importance of a comprehensive Calendar of Events for other agencies and entities to determine if there exists cooperative funding to staff such an initiative
- View the Calendar as both a resource for visitors and residents and a planning tool for event producers
- Explore options to identify which organization is the best host for the calendar

Objective E
Continue to ideate ways to diversify community events and facilities for an increasingly diverse population and visitor base

Suggested Tactics:

- Attempt to identify events and facilities that embrace a more diverse population and visiting consumer (I.e., cricket fields, international culinary events, etc.)
- Schedule meetings with key corporate executives to better understand their challenges in recruiting top talent
- Work with the City to prepare for future development and programming
- Analyze opportunities to develop an incubator space for arts and culture creators
- Investigate opportunities to further give voice to Lake interests in the region

GOAL Build Organizational Capacity to Positively Impact the Community

Objective A
Analyze opportunities to expand and diversify funding streams

Suggested Tactics:

- Investigate opportunities to develop a co-operative marketing program with area attractions, retail, restaurants and nightspots
- Explore other potential revenue streams to build Discover Denison's ability to positively impact visitation to the community

Objective B
Consider opportunities to expand and diversify the Advisory Board

Suggested Tactics:

- Work with City Leadership to investigate opportunities to increase the size of the Board in order to be more representative (e.g., industry sector, age, ethnicity, etc.)
- Annually, recommend individuals from the community that Discover Denison most needs to advise professional staff
- Dedicate the Board to enforcing the attendance requirements to ensure that the work of Discover Denison is not impeded by a lack of quorum

2023–2025 STRATEGIC PLAN BACKGROUND INTELLIGENCE

Prior to Discover Denison's Strategic Planning Workshop, DMOproz fielded online surveys for area stakeholders and the Board of Directors. We also met with roughly 25 community leaders to better understand their visions for the future.

Responses to several of the questions we asked follow. As there were often similar answers to our open-ended questions, we have, in some cases, edited or combined responses for brevity and content.

STAKEHOLDERS

In the Year 2035

We asked stakeholders to envision the region in the year 2035. Among their responses:

We've figured out a public transportation strategy to connect the Lake, Hotels and Downtown.

Discover Denison has developed seamless coordination and partnership with Parks/Rec, Main Street and others.

D3 is complete from the Depot to the 700 block. Every building is occupied with a plethora of retail, entertainment and restaurants where one could literally spend a weekend in our historic downtown and still not see it all. A huge Visitor Center and a public venue for performances and the farmers market is rocking in the 700 block of Main.

Walking / Biking trails connect Downtown, Waterloo and Loy Lakes.

Downtown's historic buildings remain intact with upper floors dedicated to lofts and condos.

Streets, sidewalks and infrastructure that we can be proud of have been completed.

Development of our Lakeshore is nearing completion…and the Tasting Economy is flourishing.

The visitor experience is more authentic and independent, making Denison the preferred choice for many. EV charging stations are widespread and one of the keys to our future.

A large-scale Convention Center, a concert venue and a world class marina have been added to the mix.

Modernized Lakeside lodging and resorts.

Commercial air service into NTRA.

Hotel Denison has been revitalized into a boutique hotel.

The approaches to Downtown have been upgraded and are well-signed.

Businesses are open 7 days a week and into the evening hours.

We boast two distinct Attraction Districts: Downtown and the 75 corridor.

The addition of a Railroad excursion product (sightseeing, dinner, themed rides such as "Golden Ticket" or "The Orient Express").

Commercial rail service.

The Past 24 Months

We asked stakeholders to identify the events of the past two years that have moved the community closer to (or further from) their visions for the future. Among their responses:

CLOSER TO

Expansion of CVB Board and coordination with City Departments

D3 Streetscape progress. Increased walkability

Restaurant scene is exploding.

Major Companies relocating here with huge economic implications and growth potential.

Downtown improvements and demolition of abandoned properties.

Chophouse 34 and Landon Winery.

People can now work from anywhere…and they are choosing Denison.

FURTHER FROM

While Downtown, Parks and Trails upgrades are being executed, we're seeing nothing on streets and infrastructure.

No EV charging stations Downtown.

The One Thing

We asked stakeholders what could be developed (or enhanced, if it already exists) that could elevate the destination to the next level. Among their responses:

Outdoor Amusement Park / Giant Ferris wheel.

Concert Venue. Performing Arts Center.

More high end restaurants. More quality hotels with meeting space.

Hotel Denison reopened.

Enforce codes in our neighborhoods. Clean up entryway corridors.

Downtown Parking Garage.

A water attraction on the Lake. A first-class resort on Lake Texoma.

Finish D3 renovations.

Facility for Livestock Shows.

Convention Center.

More regular weekend and evening events Downtown.

Increased Walkability / better wayfinding signage.

Public transportation. Commercial Air service at NTRA.

A Buc-ees.

Greatest Community Challenges

We asked stakeholders to share their thoughts on the greatest changes facing the Denison community. Among their responses:

Lack of a common community vision. A resistant general public. The fear of change. Closed mindedness.

Lack of a sufficient number of quality hotels to support corporate interest in Denison.

The need to attract employers across all industries to support a balanced workforce. Financial disparity with a lack of jobs paying a living wage.

Shortage of quality labor force

High Property Taxes.

The unbridled speed of community growth.

Streets in horrible disrepair.

Staying in front of the coming demographic changes, influencing infrastructure and educational needs.

Drive time to DFW. Lack of Uber/Lyft.

Organizational Strength

We then asked stakeholders to identify the strengths of Discover Denison (only respondents that self-identified that they had interaction with the organization in the past 18 months were served this question). Among their responses:

Leadership. Volunteers. Rachel.

Increasing visibility.

A growing CVB Budget.

Commitment and passion to grow.

Website.

Organizational Challenge

Likewise, we asked those same stakeholders to identify the challenges before Discover Denison. Among their responses:

Belief by some that the CVB only cares about Downtown.

Residents not understanding the impact of the Visitor Economy on their lives. Not understanding why the CVB exists.

A Council unsure of how to measure the ROI of its CVB.

Lack of Board stability.

Lack of a true Visitor Center (one that isn't locked and relatively invisible).

Request for Discover Denison

Finally, we asked stakeholders what they'd like to see from Discover Denison in the future. Among their responses:

More events to fill out the calendar.

A Visitor Information Center that rocks.

Increase professional staff to add group sales to the mix. Rachel can't do it all alone.

Better integration with TripAdvisor, Yelp and other platforms.

Continue doing a great job!

BOARD RESPONSES

In the Year 2035

We asked Board Members to envision the region in the year 2035. Among their responses:

More tourism attractions closer to the Lake and along Highway 75, which will extend visitor stays.

We continue to capitalize on our unique nature, coupled with heritage tourism.

More event-driven Tourism. More high-end Conferences.

More unique attractions and restaurants open on Sunday.

More lodging.

A vibrant Main Street. A word-class Marina / Resort closer to Denison.

The Past 24 Months

We asked Board Members to identify the events of the past two years that have moved the community closer to their visions for the future. Among their responses:

CLOSER TO

More economic development. More new businesses. More restaurants.

D3 is transforming Main Street into a true destination.

The One Thing

We asked Board Members what could be developed (or enhanced, if it already exists) that could elevate the destination to the next level. Among their responses:

Completion of the Eisenhower Birthplace State Historical Site capital campaign.

Enhanced roadways and corridors.

More hotels with Conference space.

Greatest Community Challenge

We asked Board Members to share their thoughts on the greatest changes facing the Denison community. Among their responses:

Out-of-area investors that are sitting on property with no interest in the community's character and future.

Development pressures on the neighborhoods in the Main Street District.

Transportation from the hotel corridor to Downtown and the Lake.

Unprecedented growth…and being in a "holding pattern" for certain projects.

The challenge of alignment of community, education and business.

Buy-in from the general public.

Organizational Strengths

We then asked the Board to identify the strengths of Discover Denison. Among their responses:

Leadership and Vision.

Board is active in the community…and young!

Dynamic Manager.

Organizational Challenges

Likewise, we asked those same Board Members to identify the challenges before Discover Denison. Among their responses:

Momentum. Moving ideas forward without community buy-in.

Lack of a visible location. Having a distinct identity separate from Main Street and the Chamber.

Competing interests in the community. Volunteers spread thin.

Lack of financial support from the private sector.

Next for Discover Denison

Finally, we asked the Board what they'd like to see from Discover Denison in the future. Among their responses:

Invest in additional professional staff and compensate appropriately to attract and retain talent.

Highly visible Visitor Information Center in which the community can be proud.

Be accountable for group sales goals. Attend more Trade Shows. Build a higher level of rapport with hotels.

COMMUNITY CONVERSATIONS

The day prior to the Strategic Planning Workshop, DMOproz sat down with several stakeholders and community leaders to get a more nuanced understanding of the feelings of these critically important individuals to the future of the organization and the region. In no particular order, we offer the following synopsis statements for review.

DESTINATION ISSUES

Lack of paid professional staff to execute on the Missions of DD and Arts Council.

Need to enhance relationships among community development organizations.

Sustaining volunteers is a serious challenge for some (though the Chamber has had success in this area).

ARTS AS A MAGNET

How do visitors find the Arts?

Need more cultural diversity.

Need more resources for Public Art.

We need a more robust Calendar of Events.

PARKS & REC

Their 20-year Plan is pretty locked and loaded…allowing for DD to focus on other initiatives.

That said…the DD Board socializing the plan to those in the dark would be awesome.

That said, they would be interested in discussing the need and opportunity for more Tournament-Grade Facilities.

MAIN STREET

Need to figure out how to get Hotel guests Downtown (especially conference attendees).

How to convince THF athletes and fans to choose Downtown rather than Sherman?

Concern over new City charges for Event Services.

Also needs a more robust Calendar of Events.

THE MAYOR

The DD Board was selected for their passion for the community. They need to embrace their role as expert advisors to the City. Make recommendations…we're waiting.

THE CHAMBER

Should we schedule joint Board meetings to better understand (and coordinate) what we do?

We see DD as the local expert to help place group business in the community.

We all need to get ready for explosive, diverse community growth.

2023-2025 Strategic Action Plan
for the Discover Denison Board of Directors
Executive Summary

VISION:	**Denison will be known and respected as an authentic community of choice, welcoming visitors from around the world.**
MISSION:	**Discover Denison is dedicated to increasing the impact of visitor spending throughout the community, embracing growth while protecting the culture of the destination**
GOAL:	**ENHANCE COMMUNITY OUTREACH AND ORGANIZATIONAL COLLABORATION**
OBJECTIVE A:	***Build relationships with other community development organizations***
OBJECTIVE B:	***Build relationships with destination businesses***
OBJECTIVE C:	***Educate residents to the value of the visitor economy as a means to enhance Quality of Life***
GOAL:	**ENHANCE THE VISITOR EXPERIENCE**
OBJECTIVE A:	***Analyze opportunities to develop a community information center***
OBJECTIVE B:	***Consider opportunities to celebrate the community's heritage as a magnet to attract visitation***
OBJECTIVE C:	***Advocate for enhanced community transit options, entryway and wayfinding signage***
OBJECTIVE D:	***Analyze opportunities to develop a robust community-wide Calendar of Events***
OBJECTIVE E:	***Continue to ideate ways to diversify community events and facilities for an increasingly diverse population and visitor base***
GOAL:	**BUILD ORGANIZATIONAL CAPACITY TO POSITIVELY IMPACT THE COMMUNITY**
OBJECTIVE A:	***Analyze opportunities to expand and diversify funding streams***
OBJECTIVE B:	***Consider opportunities to expand and diversify the Advisory Board***

2023-2025 Strategic Action Plan
for the Discover Denison Board of Directors

GOAL: ENHANCE COMMUNITY OUTREACH AND ORGANIZATIONAL COLLABORATION				
OBJECTIVE A:	***Build relationships with other community development organizations***			
ASSIGNED TO:				
TACTIC A1	**Identify key organizations with which stronger relationships would produce more magnetic experiences for visitors (including, but not limited to)**	2023	2024	2025
	Downtown Denison	2023	2024	2025
	Chamber of Commerce	2023	2024	2025
	Denison Arts Council	2023	2024	2025
	Independent School District	2023	2024	2025
	Sports Leagues and Clubs	2023	2024	2025
	Theatre Groups	2023	2024	2025
	Grayson College	2023	2024	2025
	Texoma Medical Center	2023	2024	2025
	Parks Department	2023	2024	2025
	Others, as identified	2023	2024	2025
TACTIC A2	**Consider which Board Members are best suited to build relationships with each group**	2023	2024	2025
TACTIC A3	**Attempt to meet quarterly with community stakeholders**	2023	2024	2025
OBJECTIVE B:	***Build relationships with destination businesses***			
ASSIGNED TO:				
TACTIC B1	**Utilize City business permitting process to trigger visits to new businesses**	2023	2024	2025
TACTIC B2	**Partner with the Building Department to secure Certificate of Occupancy Reports**	2023	2024	2025
TACTIC B3	**Consider developing workshops to assist businesses with customer service and marketing**	2023	2024	2025
TACTIC B4	**Increase interaction with area hotel interests to better understand where they need help**	2023	2024	2025
TACTIC B5	**Engage with Short Term Rental interests to develop a working group to assist them in their relationship with the City**	2023	2024	2025
TACTIC B6	**Consider staging an Annual Meeting to showcase successes and engage stakeholders**	2023	2024	2025
OBJECTIVE C:	***Educate residents to the value of the visitor economy as a means to enhance Quality of Life***			
ASSIGNED TO:				
TACTIC C1	**Encourage the City Communications Department to include Destination Marketing communiques and videos in their efforts to keep residents up-to-date**	2023	2024	2025
TACTIC C2	**Build a group of volunteers to reinforce positive messaging on Social Media and respond with facts to those critical of the visitor economy**	2023	2024	2025
TACTIC C3	**Consider whether the official Visitor Guide should be sent to each new resident when they register for City services**	2023	2024	2025
TACTIC C4	**Identify potential local media outlets to run a series of feature articles about the importance of the visitor economy and Discover Denison**	2023	2024	2025

2023-2025 Strategic Action Plan
for the Discover Denison Board of Directors

GOAL: ENHANCE THE VISITOR EXPERIENCE

OBJECTIVE A:	***Analyze opportunities to develop a community information center***			
ASSIGNED TO:				
TACTIC A1	**Identify other agencies and interests that could benefit from having a single, professional stepping-off point for introducing potential residents and businesses to the community, such as (but not limited to):**	2023	2024	2025
	Downtown Denison	2023	2024	2025
	Chamber of Commerce	2023	2024	2025
	Independent School District	2023	2024	2025
	Economic Development	2023	2024	2025
	Main Street	2023	2024	2025
	Grayson College	2023	2024	2025
	Major Employers	2023	2024	2025
	Others, as identified	2023	2024	2025
TACTIC A2	**Analyze the ROI of partnering with other agencies to jointly share costs and benefits**	2023	2024	2025
TACTIC A3	**Serve as the subject expert on information centers, tapping into resources such as TACVB and DMOU**	2023	2024	2025
OBJECTIVE B:	***Consider opportunities to celebrate the community's heritage as a magnet to attract visitation***			
ASSIGNED TO:				
TACTIC B1	**Work with management of the Eisenhower Birthplace, Perrin AFB Museum and the Red River Railroad Museum to identify opportunities to more effectively tell the Denison story**	2023	2024	2025
TACTIC B2	**Consider the stories of other notable Denison residents (Sullenberger, Munson, etc.)**	2023	2024	2025
TACTIC B3	**Encourage infrastructure upgrades and beautification surrounding the Eisenhower House**	2023	2024	2025
OBJECTIVE C:	***Advocate for enhanced community transit options, entryway and wayfinding signage***			
ASSIGNED TO:				
TACTIC C1	**Annually inventory all directional signs and welcome monuments throughout the city, identifying those needing upgrades or replacement**	2023	2024	2025
TACTIC C2	**Review the existing wayfinding signage study**	2023	2024	2025
TACTIC C3	**Identify potential revenue streams to enhance signage**	2023	2024	2025
TACTIC C4	**Work with Google, Apple and other GPS systems to ensure wayfinding is accurate on mobile devices**	2023	2024	2025
OBJECTIVE D:	***Analyze opportunities to develop a robust community-wide Calendar of Events***			
ASSIGNED TO:				
TACTIC D1	**Investigate the importance of a comprehensive Calendar of Events for other agencies and entities to determine if there exists cooperative funding to staff such an initiative**	2023	2024	2025
TACTIC D2	**View the Calendar as both a resource for visitors and residents and a planning tool for event producers**	2023	2024	2025
TACTIC D3	**Explore options to identify which organization is the best host for the calendar**	2023	2024	2025
OBJECTIVE E:	***Continue to ideate ways to diversify community events and facilities for an increasingly diverse population and visitor base***			
ASSIGNED TO:				
TACTIC E1	**Attempt to identify events and facilities that embrace a more diverse population and visiting consumer (I.e., cricket fields, international culinary events, etc.)**	2023	2024	2025
TACTIC E2	**Schedule meetings with key corporate executives to better understand their challenges in recruiting top talent**	2023	2024	2025
TACTIC E3	**Work with the City to prepare for future development and programming**	2023	2024	2025
TACTIC E4	**Analyze opportunities to develop an incubator space for arts and culture creators**	2023	2024	2025
TACTIC E5	**Investigate opportunities to further give voice to Lake interests in the region**	2023	2024	2025

2023-2025 Strategic Action Plan
for the Discover Denison Board of Directors

GOAL: BUILD ORGANIZATIONAL CAPACITY TO POSITIVELY IMPACT THE COMMUNITY				
OBJECTIVE A:	***Analyze opportunities to expand and diversify funding streams***			
ASSIGNED TO:				
TACTIC A1	**Investigate opportunities to develop a co-operative marketing program with area attractions, retail, restaurants and nightspots**	2023	2024	2025
TACTIC A2	**Explore other potential revenue streams to build Discover Denison's ability to positively impact visitation to the community**	2023	2024	2025
OBJECTIVE B:	***Consider opportunities to expand and diversify the Advisory Board***			
ASSIGNED TO:				
TACTIC B1	**Work with City Leadership to investigate opportunities to increase the size of the Board in order to be more representative (e.g., industry sector, age, ethnicity, etc.)**	2023	2024	2025
TACTIC B2	**Annually, recommend individuals from the community that Discover Denison most needs to advise professional staff**	2023	2024	2025
TACTIC B3	**Dedicate the Board to enforcing the attendance requirements to ensure that the work of Discover Denison is not impeded by a lack of quorum**	2023	2024	2025

City Council Meeting
Staff Report

Agenda Item
Receive a report, hold a discussion and take action on approving a 10-year Lease Agreement with Motorola Solutions to implement a Public Works trunked radio system that will enhance field operations and improve critical emergency communication, and authorize the Interim City Manager to execute the same.

Staff Contact
Joshua Montgomery, Director of Information Technology
jmontgomery@cityofdenison.com
(903)465-2720 x2525

Summary
- Leverage existing radio sites, and infrastructure.
- Integrate with existing networking equipment.
- Channel capacity with scalability.
- Mission critical reliability.
- Texas DIR-TSO-4101 contract.

Staff Recommendation
Staff recommends approval of this item.

Recommended Motion
"I move to approve entering into a 10-year Lease Agreement with Motorola Solutions to implement a Public Works trunked radio system that will enhance field operations and improve critical emergency communication and authorize the Interim City Manager to execute the same, subject to final legal review."

Background Information and Analysis
The city's existing Public Safety VHF radio system is not capable of expansion due to lack of FCC VHF frequency availability. To remedy this, a radio system integration would need to leverage available 7/800MHz frequency availability. A 7/800Mhz trunked system would provide Public Works with sufficient channel capacity and scalability, including the ability for Public Safety subscriber equipment integration. The system consists of 4 channels, 1 prime site, 3 remote sites and would leverage existing radio sites, network equipment and infrastructure including towers, generators, routers, backhauls, dispatch consoles, consolettes, and Motorola Solutions dual-band subscriber equipment. For emergency situations, this solution provides mission critical reliability through failover and redundancy. The project includes the purchase of a radio core, Public Works subscriber equipment, flash upgrades, multiplexers/antennas and installation, SmartConnect enablement, and frequency licensing assistance. The project will take roughly a year to complete after agreement execution.

Financial Considerations
The Public Works department is able to allocate CIP funds to this project. The down payment is due upon agreement execution. Lease payments will be due on October 1st starting in 2024 (FY25)

with final payment due in 2033.

Prior Board or Council Action
None

Alternatives
None

8/127/23

City of Denison
300 W. Main Street
Denison TX 75020

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25434 are valid for contracts that are executed and returned to Motorola on or before September 23, 2023. After 9/23/23, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

Motorola Solutions Credit Company LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address _____

_____

E-mail Address: _____

Attention: _____

Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing:_____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

_____

_____

_____

Phone: _____

Fax: _____

7. Payment remit to address**:**

Motorola Credit Corp.
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25434

LESSEE:

City of Denison
300 W. Main Street
Denison TX 75020

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirementswhere necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor’s and Lessee’s intention that this Agreement does not constitute a “true” lease for federal income tax purposes and, therefore, it is Lessor’s and Lessee’s intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee’s computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security

interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an “Event of Loss”), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it’s Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it’s Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection,

purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or

both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 23rd day of September,2023.

LESSEE:
City of Denison

By:_____

Printed Name:_____

Title:_____

LESSOR:
MOTOROLA SOLUTIONS, INC.

By:_____

Printed Name: Uygar Gazioglu

Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)
appointed and acting Secretary or Clerk of City of Denison**,** an entity duly organized and existing under the laws of the **State of Texas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25434**, between City of Denison and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds $1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal City of Denison, hereto this _____ day of September,2023.

By: _____ SEAL

(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 25434 by and between Motorola Solutions, Inc. (Lessor) and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

_____

Attorney for City of Denison

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: **25434**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25434** ("Lease"), between Motorola Solutions, Inc. (“Lessor”) and City of Denison (“Lessee”).

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	**DESCRIPTION (Manufacturer, Model, and Serial Nos.)**
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 120 Months

Commencement Date: **10/1/2023**
First Payment Due Date: **10/1/2024**

10 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Denison (Schedule B)

Nominal Annual Rate:			0.000%	first year		
Nominal Annual Rate:			4.890%	remaining term		
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Lease	10/1/2023	$ 3,795,429.00	1		
2	Lease Payment	10/1/2024	$ 466,110.38	1		
3	Rate Change	10/1/2024	Rate: 4.890 %	Compounding:	Annual	
4	Lease Payment	10/1/2025	$ 466,110.38	9	Annual	10/1/2033
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	10/1/2023				$ 3,795,429.00	
1	10/1/2024	$ 466,110.38	$ -	$ 466,110.38	$ 3,329,318.62	
	10/1/2024	Rate:	4.89%	Compounding:	Annual	
2	10/1/2025	$ 466,110.38	$ 162,803.68	$ 303,306.70	$ 3,026,011.92	
3	10/1/2026	$ 466,110.38	$ 147,971.98	$ 318,138.40	$ 2,707,873.52	
4	10/1/2027	$ 466,110.38	$ 132,415.02	$ 333,695.36	$ 2,374,178.16	
5	10/1/2028	$ 466,110.38	$ 116,097.31	$ 350,013.07	$ 2,024,165.09	
6	10/1/2029	$ 466,110.38	$ 98,981.67	$ 367,128.71	$ 1,657,036.38	
7	10/1/2030	$ 466,110.38	$ 81,029.08	$ 385,081.30	$ 1,271,955.08	
8	10/1/2031	$ 466,110.38	$ 62,198.60	$ 403,911.78	$ 868,043.30	
9	10/1/2032	$ 466,110.38	$ 42,447.32	$ 423,663.06	$ 444,380.24	
10	10/1/2033	$ 466,110.38	$ 21,730.14	$ 444,380.24	$ -	
Grand Totals		$ 4,661,103.80	$ 865,674.80	$ 3,795,429.00		

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is $3,618,485.04 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 4.89%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: $3,795,429

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25434** to that Equipment Lease Purchase Agreement number **25434** will be maintained by the City of Denison as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

_____
Name of insurance provider

_____
Address of insurance provider

_____
City, State and Zip Code

_____
Phone number of **local** insurance provider

_____
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25434** , City of Denison**,** hereby certifies that following coverage are or will be in full force and effect:

Type	**Amount**	**Effective Date**	**Expiration Date**	**Policy Number**
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 25434 to that Equipment Lease Purchase Agreement number 25434 . Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25434 and list any deductibles.

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self-insured, contact Motorola representative for template of self-insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **City of Denison?**

3. Does the equipment replace existing equipment?

   If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

   If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25434 Lease Schedule A No. : 25434

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25434. See Schedule A for a detailed Equipment List.

LESSEE: City of Denison

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the City of Denison Lease No. 25434) held on (Insert Date)September _____ 2023, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Denison (Lessee) and Motorola Solutions, Inc. (Lessor).

2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**

(Rev. September 2018)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▸ **Under Internal Revenue Code section 149(e)**
▸ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▸ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0720

☐

Part I Reporting Authority

If **Amended Return**, check here ▸

1 Issuer's name City of Denison	**2** Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	**3b** Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 300 W. Main Street — Room/suite	**5** Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Denison TX 75020	**7** Date of issue 10/1/23
8 Name of issue Equipment Lease-Purchase Agreement 25434	**9** CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	**10b** Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	3,618,485.04
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▸	18	
19a	If bonds are TANs or RANs, check only box 19a ▸ ☐		
b	If bonds are BANs, check only box 19b ▸ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▸ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/1/33	3,618,485.04	3,795,429.00	10 years	4.89 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	3,618,485.04
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27			
28	Proceeds used to refund prior taxable bonds. Complete Part V	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	3,618,485.04

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▸	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▸	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▸	
34	Enter the date(s) the refunded bonds were issued ▸ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . .	**35**	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	**36a**	
b	Enter the final maturity date of the GIC ▸ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▸ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	**37**	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:

b Enter the date of the master pool bond ▸ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▸ _____

d Enter the name of the issuer of the master pool bond ▸ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐

41a If the issuer has identified a hedge, check here ☐ and enter the following information:

b Name of hedge provider ▸ _____

c Type of hedge ▸ _____

d Term of hedge ▸ _____

42 If the issuer has superintegrated the hedge, check box ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▸ _____

b Enter the date the official intent was adopted ▸ (MM/DD/YYYY)

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent Signature of Authorized Representative _____ Date _____ Title _____

			☐	

Paid Preparer Signature