



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Monday, July 1, 2024

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on **Monday, July 1, 2024, at 6:00 PM** in the Council Chambers at City Hall, 300 W. Main Street, Denison, Texas at which the following items will be considered:

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

2. PROCLAMATIONS AND PRESENTATION

A. Americans with Disabilities Act Awareness Day Proclamation.

3. PUBLIC COMMENTS

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

4. CONSENT AGENDA

A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on June 17, 2024.

5. PUBLIC HEARINGS

A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone a tract of land consisting of approximately 6.559 acres, being commonly known as GCAD Property ID No. 355667, 215 S. US Highway 75 from the Commercial (C) District to a Planned Development Overlay (PD) District to allow for the use of metal building material for the façade of the existing building. (Case No. 2024-040PD).

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

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

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion and take action on an Ordinance authorizing the issuance and sale of Tax Note, Series 2024, in the principal amount of \$3,860,000.00 for the Visitor's Center Project.

7. PROJECT UPDATES

- A. Receive an update on the Library Courtyard Project.

8. EXECUTIVE SESSION

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

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

facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087.

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

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

CERTIFICATION

I do hereby certify that a copy of this Notice of Meeting was posted on the front window of City Hall readily accessible to the general public at all times and posted on the City of Denison website on the 27th day of June 2024.

Christine Wallentine, City Clerk

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



**CITY OF DENISON
CITY COUNCIL MEETING
MINUTES**

Monday, June 17, 2024

Announce the presence of a quorum.

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

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Gene Amerson, Pastor of New Beginning Fellowship gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by City of Denison Communications and Media Manager, Emily Agans.

2. PUBLIC COMMENTS

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

3. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on June 3, 2024.
- B. Receive a report, hold a discussion and take action on entering into an Advance Funding Agreement for Voluntary Local Government Contributions in the amount of \$3,000,000 (Contract No. 2024-0080) with Texas Department of Transportation for the US 75, Segment 6, improvement project for the reconstruction of US Highway 75 from North Loy Lake Road to the Union Pacific Rail Yard Bridge and authorize the Interim City Manager to execute the same.
- C. Receive a report, hold a discussion and take action on a Professional Services Agreement with Diamond B Associates LLC (Contract No. 2024-0077) for construction observation services on infrastructure and project construction, as assigned, and authorize the Interim City Manager to execute the same.

- D. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Alexandra C. Skinner for property located at 1488 Davy Lane, Denison, Texas more particularly and legally described as G-0062 Bennett D W & HRS A-G0062, acres 10.013, GCAD Property ID No. 113437.
- E. Receive a report, hold a discussion, and take action on an agreement with Huitt-Zollars to provide engineering services for the City of Denison’s Main Street Phase 2 project in the amount of \$99,640.00 (Contract No. 2024-0078) and authorize the Interim City Manager to execute the same.
- F. Receive a report, hold a discussion and take action on the appointment of Larry Stanphill, as an alternate member, to the Planning and Zoning Commission, to serve the remainder of an unexpired two-year term effective upon appointment through December 31, 2025.
- G. Receive a report, hold a discussion and take action on awarding a proposal and entering into a contract with Pattillo, Brown & Hill, L.L.P. for the City’s annual external auditing services, and authorizing the Interim City Manager, or his designee, to execute the same.
- H. Receive a report, hold a discussion and take action on an Ordinance amending the definition of “thoroughfare plan” within Chapters 21 & 22 of the City of Denison Code of Ordinances.
- I. Receive a report, hold a discussion and take action on an Ordinance adopting the 2024 Grayson County Thoroughfare Plan.
- J. Receive a report, hold a discussion, and take action on the appointment of Joshua Massey and Teresa Adams to the Capital Improvements Advisory Committee in accordance with Texas Local Government Code Chapter 395.

Council Action

On motion by Mayor Pro Tem Adams, seconded by Council Member Courtright, the City Council unanimously approved **Ordinance No. 5350**, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF DENISON, BEING THE SUBDIVISION REGULATIONS, SPECIFICALLY AMENDING ARTICLE I, “IN GENERAL,” SECTION 22-6, “DEFINITIONS” AND ARTICLE IV “REQUIREMENTS FOR PUBLIC IMPROVEMENTS AND DESIGN”; AMENDING SECTION 21-150 “CONFORMANCE WITH THE THOROUGHFARE PLAN” OF THE CODE OF ORDINANCES; PROVIDING SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW”; **Ordinance No. 5351**. “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, APPROVING AND ADOPTING THE GRAYSON COUNTY THOROUGHFARE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; PROVIDING FOR AN EFFECTIVE DATE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW”; 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 annexing a ± 52.52-acre tract of land identified as Grayson County Appraisal District Property ID Nos. 109713, 109718, and 439828, and being generally located at the northeast corner of Texoma Drive (FM 84) and State Highway 91 (SH 91). (Case No. 2024-017A)

Council Action

Mary Tate, Director of Development Services, stated this item was for annexation of a 52.52-acre tract of land on the northeast corner of FM 84 and Highway 91, near Assa Abloy. Staff is recommending this item be tabled at the request of the applicant who could not be present to answer any questions or address any concerns. Ms. Tate also asked that the public hearing be opened and remain open until the July 1, 2024, City Council Meeting.

Mayor Crawley then asked if there was anyone present who wished to speak on this agenda item, to which there were none.

There was no discussion or questions from Council.

On motion by Mayor Pro Tem Adams, seconded by Council Member Thomas, the City Council unanimously approved tabling this agenda item to the July 1, 2024, City Council Meeting at 6:00 p.m., and that the public hearing remain open until that date/time.

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

Council Action

Mary Tate, Director of Development Services, stated this agenda item is the companion item to the annexation previously addressed. Again, staff is requesting this item be tabled to July 1, 2024, at 6:00 p.m. at the request of the applicant who could not be present to address any questions or concerns, and that the public hearing be opened and remain open until the July 1, 2024, City Council Meeting.

There was no discussion or questions from Council.

Mayor Crawley then asked if there was anyone present who wished to speak to this agenda item, to which there were none.

On motion by Council Member Thomas, seconded by Council Member Thorne, the City Council unanimously approved tabling this item to the July 1, 2024, City Council Meeting at 6:00 p.m. and that the public hearing remain open until that date/time.

There being no further business to come before the Council, the meeting was adjourned at 6:06 p.m.

ROBERT CRAWLEY, 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 a tract of land consisting of approximately 6.559 acres, being commonly known as GCAD Property ID No. 355667, 215 S. US Highway 75 from the Commercial (C) District to a Planned Development Overlay (PD) District to allow for the use of metal building material for the façade of the existing building. (Case No. 2024-040PD).

Staff Contact

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

Summary

- The applicant is requesting to rezone the subject property from the Commercial (C) District to a Planned Development Zoning District (PD) for the use of metal building material for the façade of the building.
- The subject property falls within the Highway Oriented and Corridor District Overlay (HO) District. Per Section 28.46.5.2.b., the use of metal building materials for façades within this Overlay is prohibited.
- The proposed Planned Development Overlay (PD) District complies with the Comprehensive Plan.

Staff Recommendation

City staff recommends approval of the Planned Development Zoning District.

Recommended Motion

"I move to approve the subject property being rezoned to a Planned Development Zoning District for the use of metal building material for the façade of the building."

Background Information and Analysis

The applicant is seeking to rezone the subject property from the Commercial (C) District within the Highway Oriented and Corridor Overlay (HO) District to a Planned Development Overlay (PD) District within the Highway Oriented and Corridor Overlay (HO) District. The proposed PD will allow for the use of metal building material for the façade of an existing building located at 215 S. US Hwy 75 for the auto dealership known as Blake Utter Ford. The proposed PD will have a base zoning of Commercial (C) and will retain the Highway Oriented Overlay (HO). As the property falls within the Highway Oriented and Corridor Overlay (HO), the use of metal siding is prohibited, and all façades must be constructed utilizing one hundred (100) percent masonry products. Approval of the proposed PD will allow Blake Utter Ford to move forward with utilizing Ford Motor's new Signature MV design, which incorporates Aluminum Composite Material (ACM), on the front façade of existing buildings. The PD does not establish or propose any additional landscaping, parking, or screening. Additionally, the Planned Development (PD) document establishes the uses of Auto Dealer (new), Auto Repair (major) to

allow for collision repair, and Auto Dealer (used) as an accessory use to the auto (new) dealerships as uses by right. This complies with the existing development of the property. A full list of all development standards is listed within Exhibit B – *Blake Utter Addition Planned Development District Development Standards*.

Exhibit C – *Façade Plans* depict the proposed use of the Aluminum Composition Material (ACM) as well as the proposed location of the materials on existing buildings.

Financial Considerations

N/A

Prior Board or Council Action

- The Planning and Zoning Commission recommended approval of the request at their meeting held on June 25th, 2024.

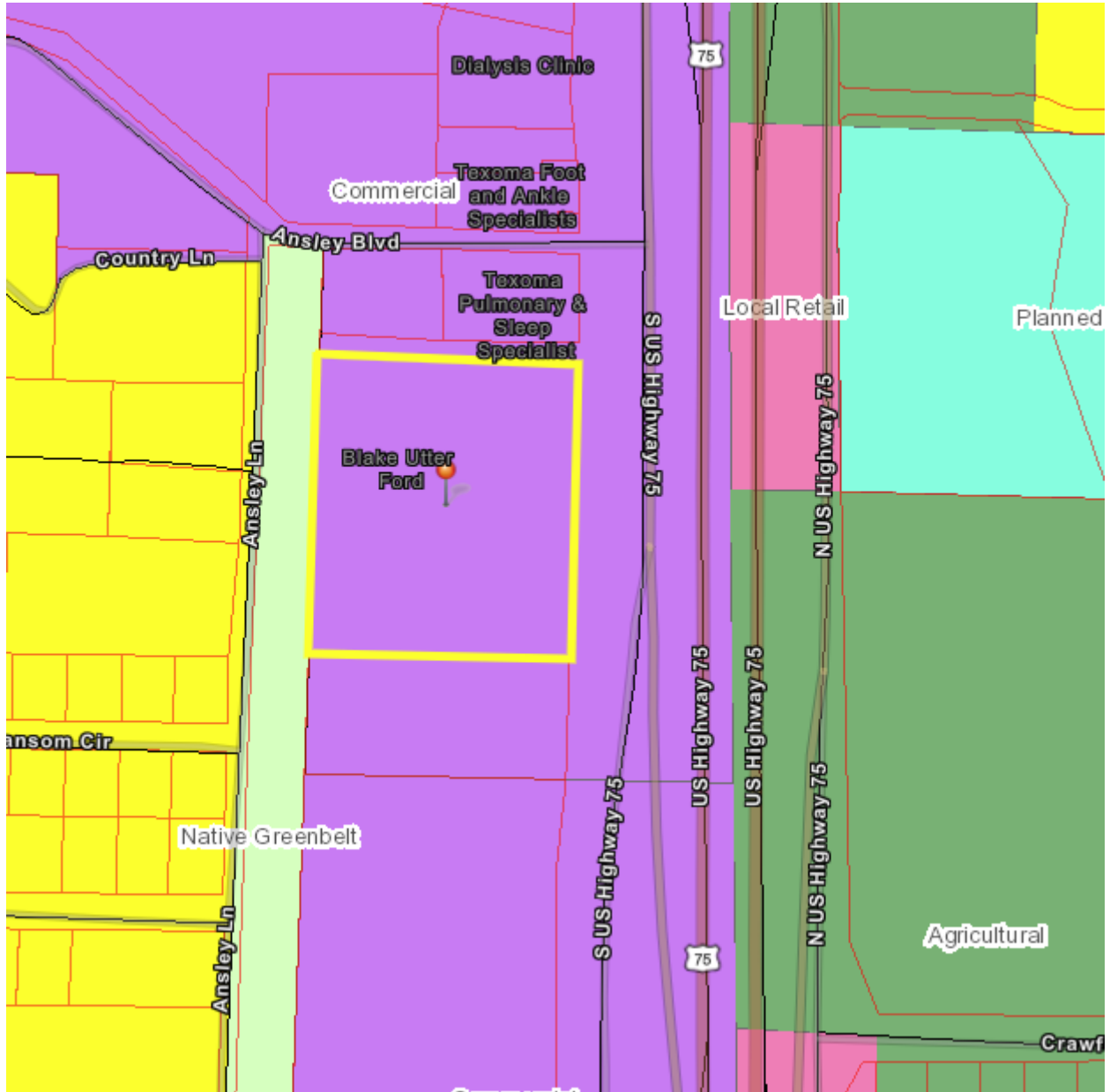
Alternatives

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

Aerial Map of Subject Property



Zoning of Subject Property – Local Retail



Project: Blake Utter Ford PD
Date: Ordinance 5/24/2024

PROJECT NARRATIVE

Utter Properties' purpose for creating a Planned Development ordinance for the site at Blake Utter Ford is to allow updating the façade of the buildings from their original design to comply with Ford's newer Signature MV design which incorporates Aluminum Composite Material (ACM) on the front facades of the existing buildings. A new dealership near Blake Utter Ford has a similar planned development to allow ACM for a building façade material along the Hwy 75 corridor. In addition, the PDD is accurate and meets the needs of the project.

Landscaping:

Utter Properties is asking that the existing landscaping to remain due to limited site availability for adding additional. The site is surrounded on two sides by commercial properties. It is bordered at the back by a residential neighborhood that has a green belt between the uses. If additional site work is to be needed in the future, the landscaping area will be relocated at a one to one (1:1) ratio so the existing landscaping will not be diminished.

Screening:

The existing showroom, the most visible portion of all buildings on the site, has parapet construction and blocks views from the highway; however, no rooftop construction is planned for the showroom or service writer bays. Due to the structural complexity of trying to add parapets for an existing pre-engineered metal building to the Shop/Parts area of the building for screening roof top air conditioning units, they do not want to have screening requirements for the back of the building roof line. Ground mount condensers serving the Showroom and Service Writers area are located behind a concrete screen wall now and will remain in those screened locations.

Cross Access Easements:

There are currently no cross access easement agreements to adjacent lots. Two lots adjacent to Blake Utter Ford are also owned by Utter Properties. When the lots are planned to be developed, cross access easements will be granted in accordance with the zoning ordinance. There is currently no cross access easement agreement between Utter Properties and the medical office adjacent to this property (northeast corner).

Parking:

The parking currently meets or exceeds the base zoning requirements. We do not anticipate any additional parking and do not have room to add additional on this lot.

Comprehensive Plan Items:

F. The land/building remodel is proposed for development as a major office, retail, commercial or industrial employment center, and special design standards may be warranted.

Architect's Initials: BWG

BWG Architecture ©, All Rights Reserved
B.W. Green, LLC

Owner's Initials: _____

Car dealerships on Hwy 75 are very noticeable as you are driving along the highway due to their size and content and any chance to modernize the architectural appeal of these buildings should be encouraged. We are asking to allow Blake Utter Ford to fully comply with Ford's Signature MV requirements for this facility in lieu of the masonry requirement. Ford's branding requirements are essential to the success of their long term goals.

G. The land/building remodel is of such a character that it is in the community's best interest to encourage high quality development through flexible development standards to further the goals and objectives of the city's comprehensive plan.

As stated previously, this building is very noticeable along the Hwy 75 corridor as you travel through Denison. This particular building has been constructed since the 1990s without a significant remodel. This new remodel meeting Ford's Signature MV requirements will reinvigorate the look of this particular dealership and add variety to the architectural fabric of the Hwy 75 corridor. In addition to the main showroom being remodeled, we are proposing to update the look of the other two buildings to match, thus creating a harmonious look to the property. The remainder of the back third of the main building will be eliminating the "R" panel metal wall sheets and replaced with EIFS to match the rest of the buildings onsite. There will be changes in mass, surface and finish to give emphasis to the primary entrance.

Exhibit A-1

Property Legal Description



Legal Description

Job No. 24040381

Situated in the County of Grayson, State of Texas, being a part of M.C. Davis Survey, Abstract No. 336, and being Lot 2 in Block Two of Westgate Addition, Section 5, Phase 1, according to the plat thereof recorded in Volume 14, Page 48, Plat Records, Grayson County, Texas, and Lots 1 and 2 in Block 1 of Blake Utters Addition, according to the plat thereof recorded in Volume 20, Page 183, said Plat Records, and Lot 2 in Block 2 of Outdoor Powersports Addition, according to the plat thereof recorded in Document No. 2019-165, said Plat Records, and part of Ansley Boulevard, and part of U.S. Highway No. 75, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod previously set for the southwest corner of said Outdoor Powersports Addition, common to the northwest corner of Lot 1 in Block 1 of Classic Chevrolet Cadillac Denison Addition, according to the plat thereof recorded in Document No. 2023-263, said Plat Records, and on the easterly line of a tract of land described in the deed to the City of Denison, recorded in Volume 3385, Page 123, Official Public Records, Grayson County, Texas;

Thence North 01°22'48" East, with the westerly line of said Outdoor Powersports Addition, and with the easterly line of said City of Denison Tract, passing en route at a distance of 250.24 feet a 1/2" steel rod found for the southwest corner of aforesaid Blake Utters Addition, and continuing on said course, passing en route at a distance of 790.63 feet a 1/2" steel rod found for the southwest corner of aforesaid Lot 2 of Westgate Addition, and continuing on said course, passing en route at a distance of 978.96 feet a 1/2" steel rod previously set for the northwest corner of said Lot 2 of Westgate Addition, and continuing on said course, crossing aforesaid Ansley Boulevard, a total distance of 1008.99 feet to the northwest corner of the herein described tract of land;

Thence North 89°04'24" East, in the center of said Ansley Boulevard, a distance of 267.71 feet to the northern-most northeast corner of the herein described tract of land;

Thence South 00°55'36" East, crossing said Ansley Boulevard, passing en route at a distance of 30 feet a 1/2" steel rod found for the northeast corner of aforesaid Lot 2 of Westgate Addition, continuing on said course, and with the easterly line of said Lot 2 of Westgate Addition, and with the westerly line of Lot 1 of said Westgate Addition, a total distance of 218.32 feet to a 1/2" steel rod found for the southeast corner of said Lot 2 of Westgate Addition, common to the southwest corner of said Lot 1 of Westgate Addition, and on the northerly line of aforesaid Blake Utters Addition;

Thence North 89°04'39" East, with the northerly line of said Blake Utters Addition, and with the southerly line of said Lot 1 of Westgate Addition, passing en route at a distance of 242.22 feet a 1/2" steel rod found for the northeast corner of said Blake Utters Addition, and continuing on said course, crossing aforesaid U.S. Highway No. 75, a total distance of 482.22 feet to the eastern-most northeast corner of the herein described tract of land;

Thence South 00°54'48" East, with the centerline of said U.S. Highway No. 75, a distance of 790.00 feet to the southeast corner of the herein described tract of land;

Thence South 89°05'12" West, crossing said U.S. Highway No. 75, passing en route at a distance of 277.54 feet a 1/2" steel rod previously set for the southeast corner of aforesaid Outdoor Powersports Addition, a total distance of 790.36 feet to the Point of Beginning and containing 15.410 acres of land, more or less.



pd 04/20/2024

EXHIBIT ‘B’

Blake Utter Addition Planned Development District Development Standards

Statement of Purpose and Intent

The purpose of the Planned Development Overlay District (PD) is to allow for use of materials that are currently prohibited within the Highway Oriented and Corridor Overlay District (HO) for the subject property consisting of approximately 6.559 acres located at 215 US Hwy 75 in Denison, Texas as described in ‘Exhibit A-1 and A-2 – Property Legal Description’. The property has been developed as an Auto Dealership for the operations of Blake Utter Ford. It is the intent of this Planned Development Document (PDD) to retain the existing base zoning district of Commercial (C) and the Highway Oriented and Corridor Overlay District (HO) with the uses and development regulations as designate therein as they exist or may be amended, subject to the modifications as set forth within this document.

1.0 PROJECT OVERVIEW

The purpose of this Planned Development Overlay District is to allow for the use of Aluminum Composite Materials (ACM) and other architectural metals in lieu of the requirement of masonry materials for façade improvements.

2.0 PROJECT LOCATION

The Blake Utter Addition is located on the west side of US Hwy. 75, addressed as 215 US Hwy. 75 and situated in the M.C. Davis Survey, Abstract No. 336, and being Lot 2 in Block Two of Westgate Addition, Section 5, Phase 1, according to the plat thereof recorded in Volume 14, Page 48, Plat Records, Grayson County, Texas, and Lots 1 and 2 in Block 1 of Blake Utters Addition, according to the plat thereof recorded in Volume 20, Page 183, said Plat Records, and Lot 2 in Block 2 of Outdoor Powersports Addition, according to the plat thereof recorded in Document No. 2019-165, said Plat Records, and part of Ansley Boulevard, and part of U.S. Highway No. 75. A full Legal Description is depicted in ‘Exhibit A-1 and A-2 – Property Legal Description’.

3.0 PROPOSED THROUGHFARES/ACCESS/CROSS SECTIONS

Blake Utter fronts on the US 75 frontage road. The existing fire lanes are to remain, and new fire lanes constructed will meet the current adopted fire lane requirements as they exist or may be amended in the future.

4.0 PROPOSED ZONING DISTRICT

The property will retain the base zoning of Commercial (C) and the Highway Oriented and Corridor Overlay (HO) will remain.

5.0 LAND USE

The following uses will be allowed by right for the subject property:

- Auto Dealer (new)
- Auto Repair (major) to allow for collision repair.
- Auto Dealer (used) an accessory use to the auto (new) dealership.

6.0 EXTERIOR BUILDING MATERIALS

Exterior building materials and design shall comply with the regulations listed within the base zoning district and overlay district, except as depicted in ‘Exhibit C – Façade Plans’ and described below:

- The use of Aluminum Composite Materials (ACM) and other architectural metals to be used for the façade of the auto dealership as well as other main buildings on the subject property.

7.0 FAÇADE PLAN

The use of the allowed building materials is depicted within the ‘Exhibit C – Façade Plans.’

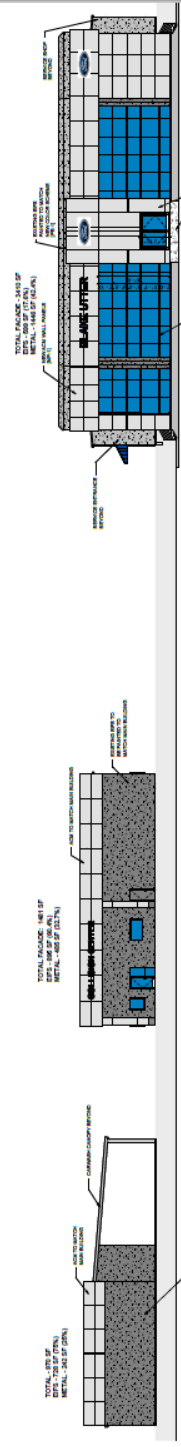
Exhibit C Façade Plans

BNG
ARCHITECTURE
 218 S. BROAD ST.
 FORT WORTH, TX 76102
 PHONE: 817.335.2775
 WWW.BNGARCHITECTURE.COM

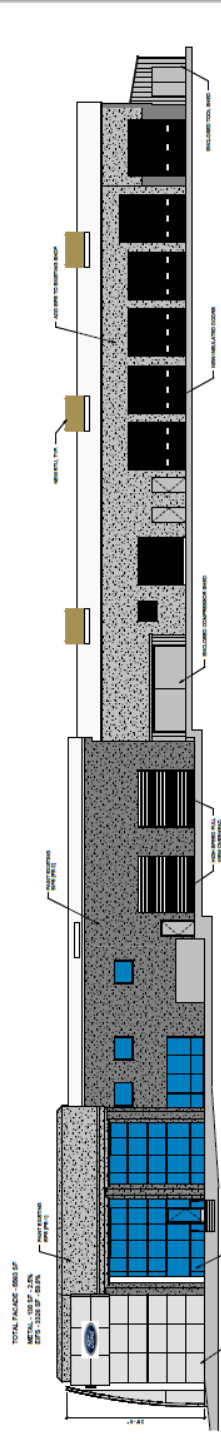
BLAKE UTTER FORD
 218 S. BROAD ST.
 FORT WORTH, TX 76102
 PHONE: 817.335.2775

PROJECT NAME:	BLAKE UTTER FORD
PROJECT NUMBER:	SHOWROOM & SERVICE CENTER REMODEL
DATE:	08/20/24
PROJECT LOCATION:	218 S. BROAD ST., FORT WORTH, TX 76102
DESIGN DEVELOPER:	BNG ARCHITECTURE
ARCHITECT:	BLAKE UTTER FORD
DATE:	08/20/24

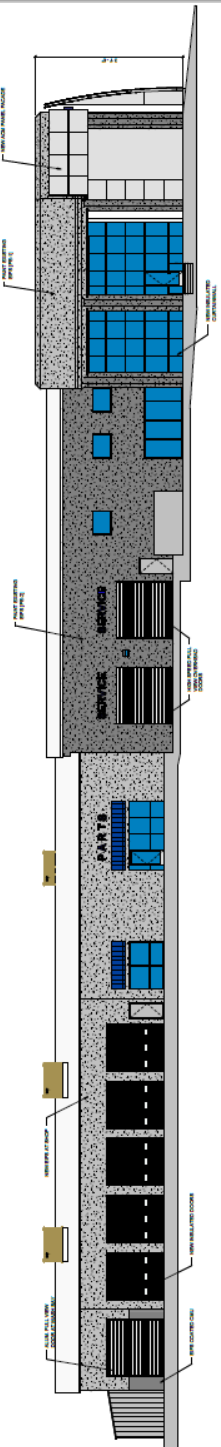
ELEVATIONS
 SHEET NAME: 07/2024
 PZ



01 WEST ELEVATION - PRESENTATION
 @ 1/8" = 1'-0"



02 SOUTH ELEVATION - PRESENTATION
 @ 1/8" = 1'-0"



03 EAST ELEVATION - PRESENTATION
 @ 1/8" = 1'-0"

After Recording Return To:

Planning and Development Department
City of Denison
300 W. Main
P.O. Box 347
Denison, TX 75020

**PLANNED DEVELOPMENT DISTRICT
CONSENT FORM**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Introduction: As an applicant for a new Planned Development District, or an amendment of an existing PDD, you are aware that the City's zoning regulations specify design elements and construction goals for both residential and non-residential zoning proposed planned developments. The City has determined that such elements of a planned development greatly further the long-term viability of the project, the economic development of surrounding areas, the preservation of property values, and the architectural standards of the community. These standards thus are an important factor in the consideration of whether the departure from standard zoning district standards in a planned development represents an enhancement of the City. Because of recent changes in state law, however, that affect the City's capacity to employ and enforce architectural standards and building material regulations for development and construction, it is necessary to promulgate the following form. ***It is intended that your consent be observed by you and subsequent purchasers and that the attached covenants shall run with the land.***

Instructions: You have received this form because you have submitted a rezoning application for either creation or amendment of a Planned Development District. The signature of the property owner(s) and his or her designated representative (the developer) should both be affixed to this form only if you are in agreement with the statements that appear below. If you choose to sign this form, it should be returned to the City's Planning Department for recordation at least two (2) weeks before the date of the public hearing by the Planning & Zoning Commission so that staff can include whether or not you have consented in the staff report/agenda materials.

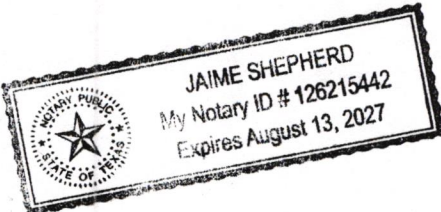
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I, DAVID PRYOR the duly authorized representative of Owner and the developer of the Property, described in **Exhibit A** hereto, and for which an application was voluntarily filed for creation or an amendment of a planned development district in the City of Denison, Texas, do with my signature hereby affirm the City's intent expressed in the introductory paragraph and consent and covenant to uphold the Regulations (as defined above) within the project and upon the Property, in order to further the expressed objectives and to uphold the architectural integrity of the community and the Property.

David Pryor
Developer
Date: 6.24.24

STATE OF TEXAS §
COUNTY OF Grayson §

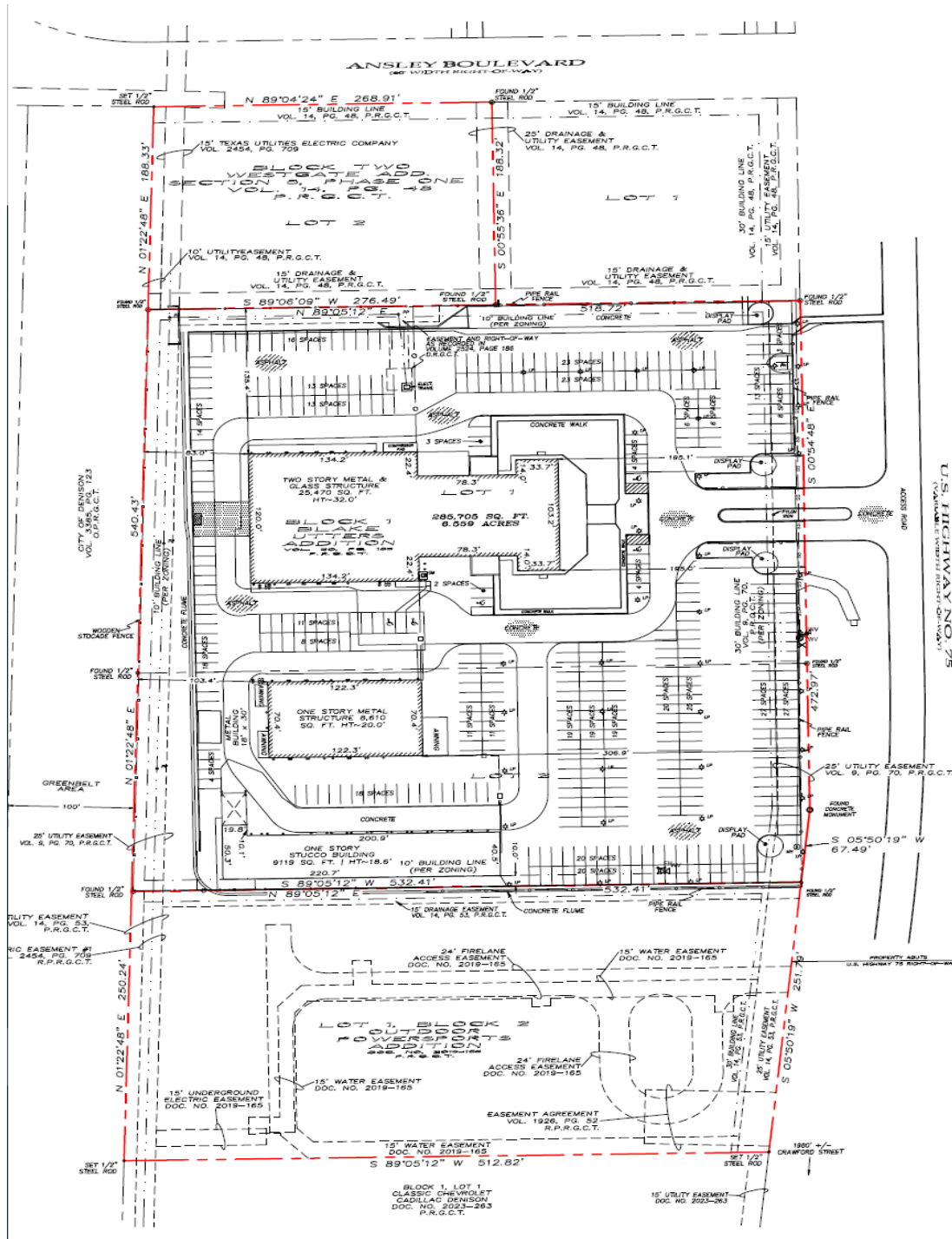
This instrument was acknowledged before me on the 24th day of June, 2024 by _____.



Jaime Shepherd
Notary Public, State of Texas

EXHIBIT A LEGAL DESCRIPTION OF PROPERTY

Being legally described as Lots 1 and 2, Block 1, Blake Utter Addition, further identified as Grayson County Appraisal District Property ID No. 355667; being commonly known as 215 S Highway 75.



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF DENISON, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION FROM COMMERCIAL (C) DISTRICT WITHIN THE HIGHWAY ORIENTED AND CORRIDOR DISTRICT TO A PLANNED DEVELOPMENT (PD) DISTRICT WITH A BASE ZONING OF COMMERCIAL (C) DISTRICT WITHIN THE HIGHWAY ORIENTED AND CORRIDOR DISTRICT ON A TRACT OF LAND BEING LEGALLY DESCRIBED AS LOTS 1 AND 2, BLOCK 1, BLAKE UTTER ADDITION, COMMONLY KNOWN AS 215 S. HIGHWAY 75, GRAYSON COUNTY, TEXAS; BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A-1” AND DEPICTED IN EXHIBIT “A-2”; PROVIDING DEVELOPMENT STANDARDS, ATTACHED HERETO AS EXHIBIT “B”; PROVIDING A FAÇADE PLANS, ATTACHED HERETO AS EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING, AND SAVINGS CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

WHEREAS, the City has received a request from Bob Utter Ford to change the zoning classification from Commercial (C) District within the Highway Oriented and Corridor District to a Planned Development (PD) District with a base zoning of Commercial (C) District within the Highway Oriented and Corridor District on a tract of land being legally described as Lots 1 and 2, Block 1, Blake Utter Addition of the Official Public Records of Grayson County, TX, and being more particularly described in **Exhibit A-1** and depicted in **Exhibit A-2**, attached hereto and incorporated as if fully set forth herein (the “Property”); and

WHEREAS, Owner has designated David Pryor and Bruce Green of Bob Utter Ford to act in the capacity of Owner as agent for submittal, processing, representation, and/or presentation of the application, and as the principal contact person for responding to all requests for information; and

WHEREAS, the Development Standards and Façade Plans, as set forth in **Exhibit B** and **Exhibit C**, attached hereto and incorporated herein, define the base zoning districts and provide for modifications to district regulations for the development of the Property; and

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Zoning Amendment. The Zoning Ordinance is hereby amended to change the zoning of the Property to Planned Development Overlay District with base zoning as described herein, subject to the following regulations, which exhibits are incorporated as if fully set forth herein, and all applicable City ordinances and regulations governing except as may be modified by this Ordinance:

Exhibit B:	Development Standards
Exhibit C:	Façade Plans

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

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

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

Section 7. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 8. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day's violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

Section 10. Open Meeting. It is hereby officially found and determined that the meeting at

which this ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given all as required by Section 551.041 of the Texas Government Code.

AND IT IS SO ORDERED.

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

- Ayes:
- Nays:
- Abstentions:

At regular meeting June 17, 2024.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Secretary

EXHIBIT A-1
PROPERTY LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of M.C. Davis Survey, Abstract No. 336, and being Lot 2 in Block Two of Westgate Addition, Section 5, Phase 1, according to the plat thereof recorded in Volume 14, Page 48, Plat Records, Grayson County, Texas, and Lots 1 and 2 in Block 1 of Blake Utters Addition, according to the plat thereof recorded in Volume 20, Page 183, said Plat Records, and Lot 2 in Block 2 of Outdoor Powersports Addition, according to the plat thereof recorded in Document No. 2019-165, said Plat Records, and part of Ansley Boulevard, and part of U.S. Highway No. 75, and being described by metes and bounds as follows:

Beginning at a 1/2" steel rod previously set for the southwest corner of said Outdoor Powersports Addition, common to the northwest corner of Lot 1 in Block 1 of Classic Chevrolet Cadillac Denison Addition, according to the plat thereof recorded in Document No. 2023-263, said Plat Records, and on the easterly line of a tract of land described in the deed to the City of Denison, recorded in Volume 3385, Page 123, Official Public Records, Grayson County, Texas;

Thence North 01°22'48" East, with the westerly line of said Outdoor Powersports Addition, and with the easterly line of said City of Denison Tract, passing en route at a distance of 250.24 feet a 1/2" steel rod found for the southwest corner of aforesaid Blake Utters Addition, and continuing on said course, passing en route at a distance of 790.63 feet a 1/2" steel rod found for the southwest corner of aforesaid Lot 2 of Westgate Addition, and continuing on said course, passing en route at a distance of 978.96 feet a 1/2" steel rod previously set for the northwest corner of said Lot 2 of Westgate Addition, and continuing on said course, crossing aforesaid Ansley Boulevard, a total distance of 1008.99 feet to the northwest corner of the herein described tract of land;

Thence North 89°04'24" East, in the center of said Ansley Boulevard, a distance of 267.71 feet to the northern-most northeast corner of the herein described tract of land;

Thence South 00°55'36" East, crossing said Ansley Boulevard, passing en route at a distance of 30 feet a 1/2" steel rod found for the northeast corner of aforesaid Lot 2 of Westgate Addition, continuing on said course, and with the easterly line of said Lot 2 of Westgate Addition, and with the westerly line of Lot 1 of said Westgate Addition, a total distance of 218.32 feet to a 1/2" steel rod found for the southeast corner of said Lot 2 of Westgate Addition, common to the southwest corner of said Lot 1 of Westgate Addition, and on the northerly line of aforesaid Blake Utters Addition;

Thence North 89°04'39" East, with the northerly line of said Blake Utters Addition, and with the southerly line of said Lot 1 of Westgate Addition, passing en route at a distance of 242.22 feet a 1/2" steel rod found for the northeast corner of said Blake Utters Addition, and continuing on said course, crossing aforesaid U.S. Highway No. 75, a total distance of 482.22 feet to the eastern-most northeast corner of the herein described tract of land;

Thence South 00°54'48" East, with the centerline of said U.S. Highway No. 75, a distance of 790.00 feet to the southeast corner of the herein described tract of land;

Thence South 89°05'12" West, crossing said U.S. Highway No. 75, passing en route at a distance of 277.54 feet a 1/2" steel rod previously set for the southeast corner of aforesaid Outdoor Powersports Addition, a total distance of 790.36 feet to the Point of Beginning and containing 15.410 acres of land, more or less.

EXHIBIT B
DEVELOPMENT STANDARDS

Blake Utter Addition
Planned Development District Development Standards

Statement of Purpose and Intent

The purpose of the Planned Development Overlay District (PD) is to allow for use of materials that are currently prohibited within the Highway Oriented and Corridor Overlay District (HO) for the subject property consisting of approximately 6.559 acres located at 215 US Hwy 75 in Denison, Texas as described in ‘Exhibit A-1 and A-2 – Property Legal Description’. The property has been developed as an Auto Dealership for the operations of Blake Utter Ford. It is the intent of this Planned Development Document (PDD) to retain the existing base zoning district of Commercial (C) within the Highway Oriented and Corridor Overlay District (HO) with the uses and development regulations as designate therein as they exist or may be amended, subject to the modifications as set forth within this document.

1.0 PROJECT OVERVIEW

The purpose of this Planned Development Overlay District is to allow for the use of Aluminum Composite Materials (ACM) and other architectural metals in lieu of the requirement of masonry materials for façade improvements.

2.0 PROJECT LOCATION

The Blake Utter Addition is located on the west side of US Hwy. 75, addressed as 215 US Hwy. 75 and situated in the M.C. Davis Survey, Abstract No. 336, and being Lot 2 in Block Two of Westgate Addition, Section 5, Phase 1, according to the plat thereof recorded in Volume 14, Page 48, Plat Records, Grayson County, Texas, and Lots 1 and 2 in Block 1 of Blake Utters Addition, according to the plat thereof recorded in Volume 20, Page 183, said Plat Records, and Lot 2 in Block 2 of Outdoor Powersports Addition, according to the plat thereof recorded in Document No. 2019-165, said Plat Records, and part of Ansley Boulevard, and part of U.S. Highway No. 75. A full Legal Description is depicted in ‘Exhibit A-1 and A-2 – Property Legal Description’.

3.0 PROPOSED THROUGHFARES/ACCESS/CROSS SECTIONS

Blake Utter fronts on the US 75 frontage road. The existing fire lanes are to remain, and new fire lanes constructed will meet the current adopted fire lane requirements as they exist for may be amended in the future.

4.0 PROPOSED ZONING DISTRICT

The property will retain the base zoning of Commercial (C) within the Highway Oriented and Corridor Overlay (HO) will remain.

5.0 LAND USE

In addition to uses allow by right in the base zoning district of Commercial (C) within the Highway Oriented and Corridor Overlay (HO), the following uses will be allowed by right for the subject property:

- Auto Dealer (new)
- Auto Repair (major) to allow for collision repair.
- Auto Dealer (used) and an accessory use to the new dealership.

6.0 EXTERIOR BUILDING MATERIALS

Exterior building materials and design shall comply with the regulations listed within the base zoning district and overlay district, except as depicted in 'Exhibit C – Façade Plans' and described below:

- The use of Aluminum Composite Materials (ACM) and other architectural metals to be used for the façade of the auto dealership as well as other main buildings on the subject property.

7.0 FAÇADE PLAN

The use of the allowed building materials is depicted within the 'Exhibit C – Façade Plans'.

EXHIBIT C FACADE PLANS

BNA
ARCHITECTURE
1100 W. 19th St., Suite 100
Fort Worth, TX 76102
Phone: 817-335-2272
www.bnarch.com



PROJECT ADDRESS:
2153 US HWY 75
DENISON, TX

CLIENT: BLAKE UTTER FORD

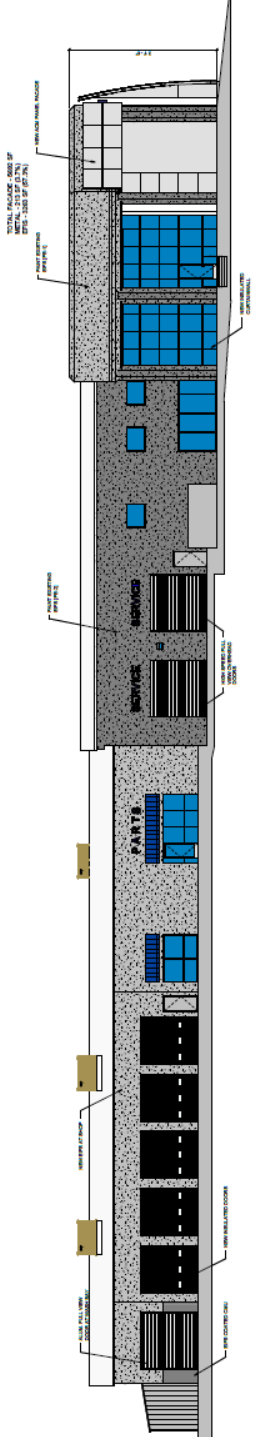
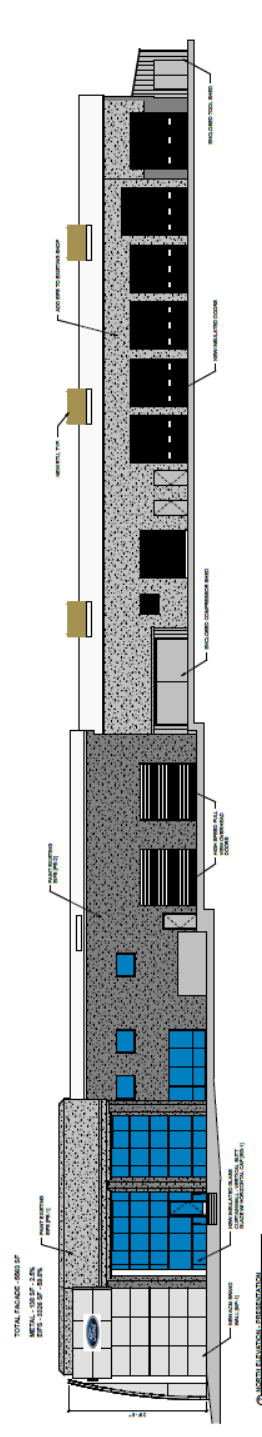
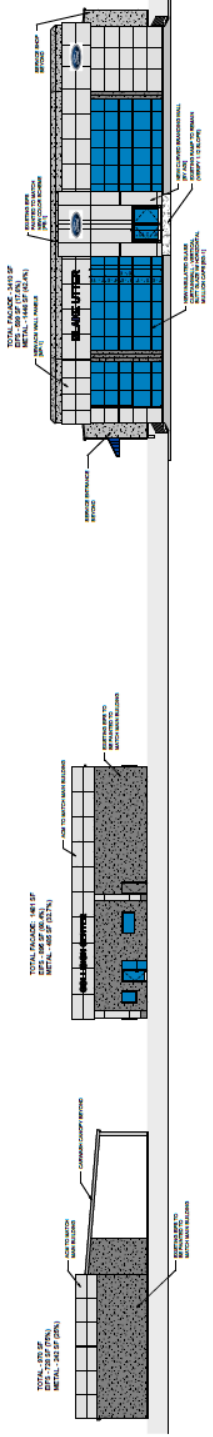
PROJECT NAME:
SHOWROOM &
SERVICE SHOP
REMODEL

DATE:	12/15/2021
BY:	BLAKE UTTER FORD
SCALE:	AS SHOWN
PROJECT NO.:	2153 US HWY 75
DATE OF PREVIOUS EDITION:	
DATE OF THIS EDITION:	12/15/2021
PROJECT LOCATION:	2153 US HWY 75, DENISON, TX
PROJECT NUMBER:	2153
DATE OF THIS EDITION:	12/15/2021
BY:	BLAKE UTTER FORD

DATE OF ISSUE:
ELEVATIONS

DATE OF ISSUE:
12/15/2021

PZ



City Council Meeting Staff Report



Agenda Item

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

Staff Contact

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

Summary

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

Staff Recommendation

Staff recommends approval of this request.

Recommended Motion

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

Background Information and Analysis

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

Financial Considerations

- N/A

Prior Board or Council Action

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

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

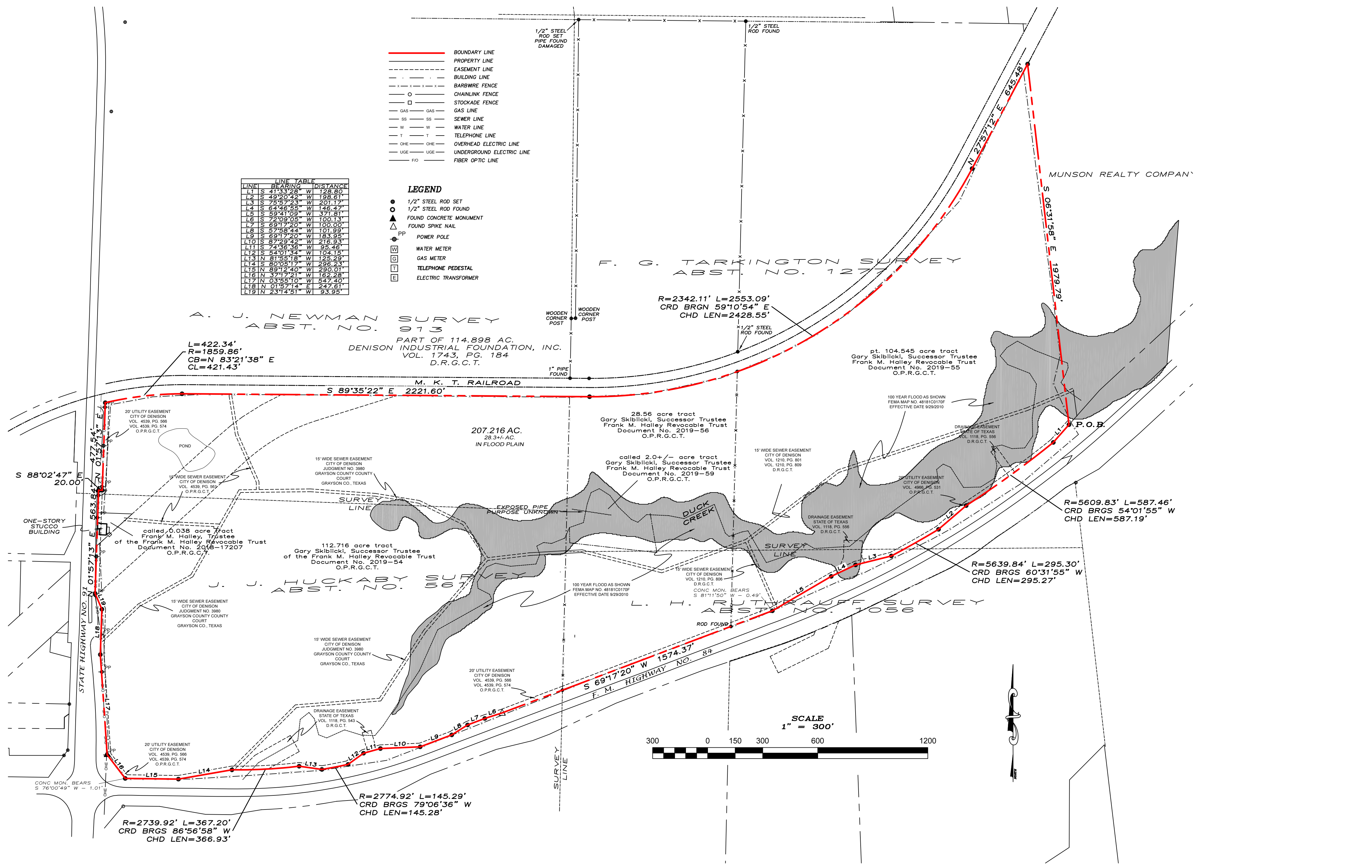
Alternatives

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

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the F. G. Tarkington Survey, Abstract No. 1277, the L. H. Ruthrauff Survey, Abstract 1056, the A. J. Newman Survey, Abstract No. 913 and the J. J. Huckaby Survey, Abstract No. 567 and being all of that called 0.038 acre tract conveyed to Frank M. Halley Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2018-17207, all of that 112.716 acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-54, all of that 28.56 acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-55, all of that 2.04-acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-59 and a part of that 104.545 acre tract of land conveyed to Gary Skiblicki, Successor Trustee of the Frank M. Halley Revocable Trust as recorded in Document No. 2019-55, all recorded in the Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

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



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

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

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

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

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

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

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

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

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

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

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

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

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

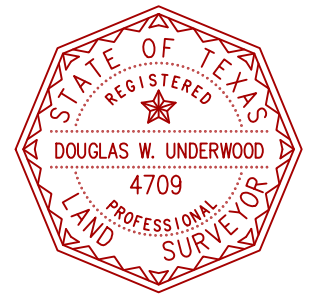
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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

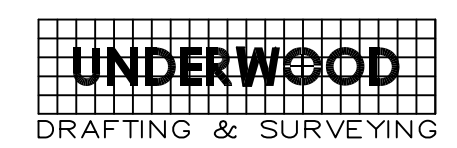
The survey is the unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice and copyright shall apply:

Copyright © 2021
Underwood Drafting & Surveying, Inc.
All rights reserved.

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



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



City Council Meeting Staff Report



Agenda Item

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

Staff Contact

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

Summary

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

Staff Recommendation

City staff recommends approval of the Planned Development Overlay District.

Recommended Motion

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

Background Information and Analysis

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

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

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

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

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

Financial Considerations

- N/A

Prior Board or Council Action

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

Alternatives

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

Aerial of Subject Property



Zoning Aerial of Subject Property

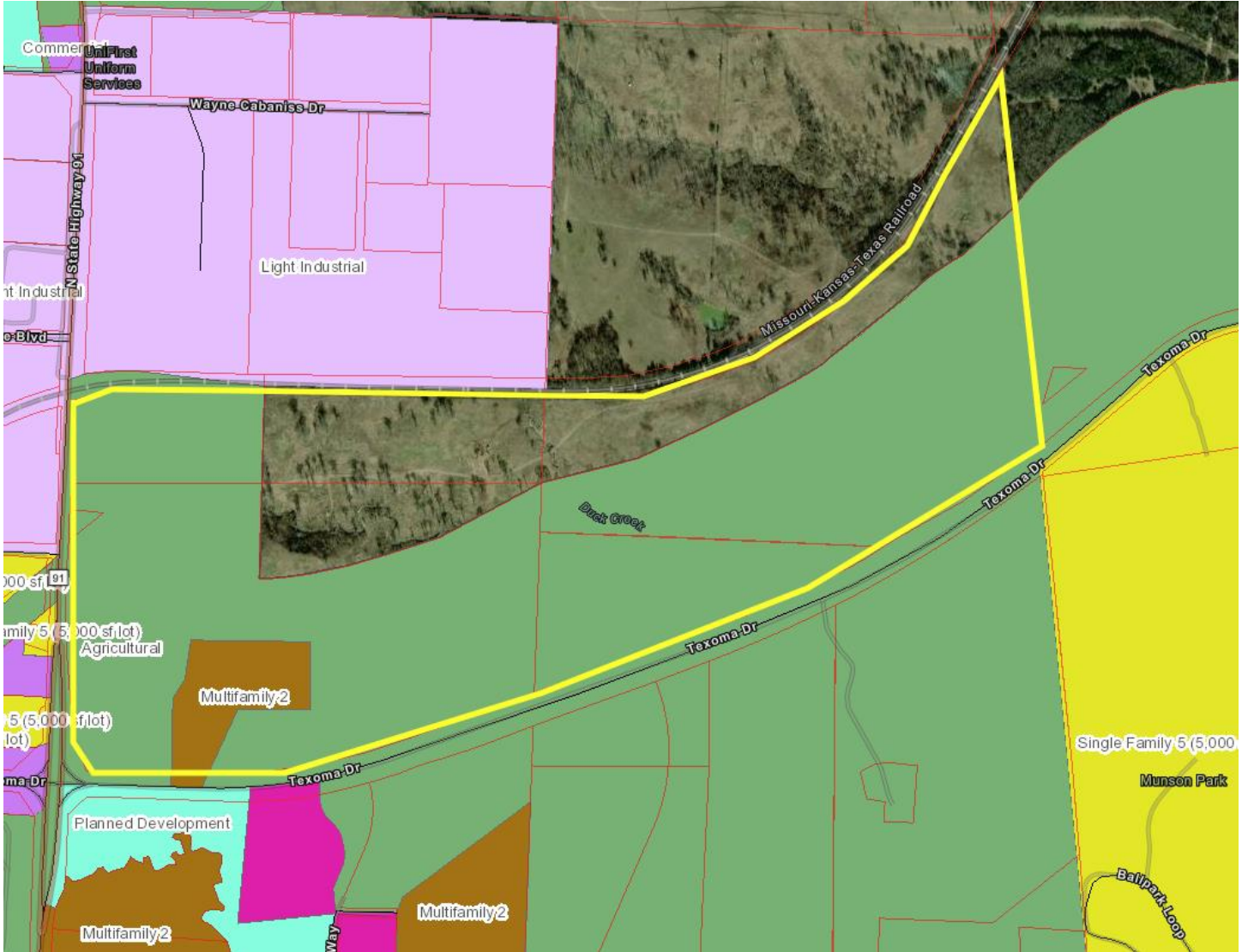


EXHIBIT "B"
PLANNED DEVELOPMENT STANDARDS

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

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

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

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

1.0 PROJECT OVERVIEW

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

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

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

2.0 PROJECT LOCATION

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

3.0 PROPERTY OWNER’S ASSOCIATION

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

4.0 PROPOSED THOROUGHFARES/ACCESS/CROSS SECTIONS

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

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

5.0 CONCEPT PLAN

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

6.0 SF-7.5 – SINGLE-FAMILY RESIDENTIAL DISTRICT

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

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

7.0 SF-TH – SINGLE-FAMILY TOWNHOME DISTRICT

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

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

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

8.0 MF-2 – MULTI-FAMILY DISTRICT

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

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

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

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

9.0 LI – LIGHT INDUSTRIAL DISTRICT

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

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

- e. Office
- f. Landscape Nursery

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

10.0 C – COMMERCIAL DISTRICT

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

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

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

11.0 OPEN SPACE & TRAILS

Open space and amenities shall be provided per the following:

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

12.0 PERIMETER SCREENING & LANDSCAPE BUFFERS

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

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

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

EXHIBIT "C" CONCEPT PLAN

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

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



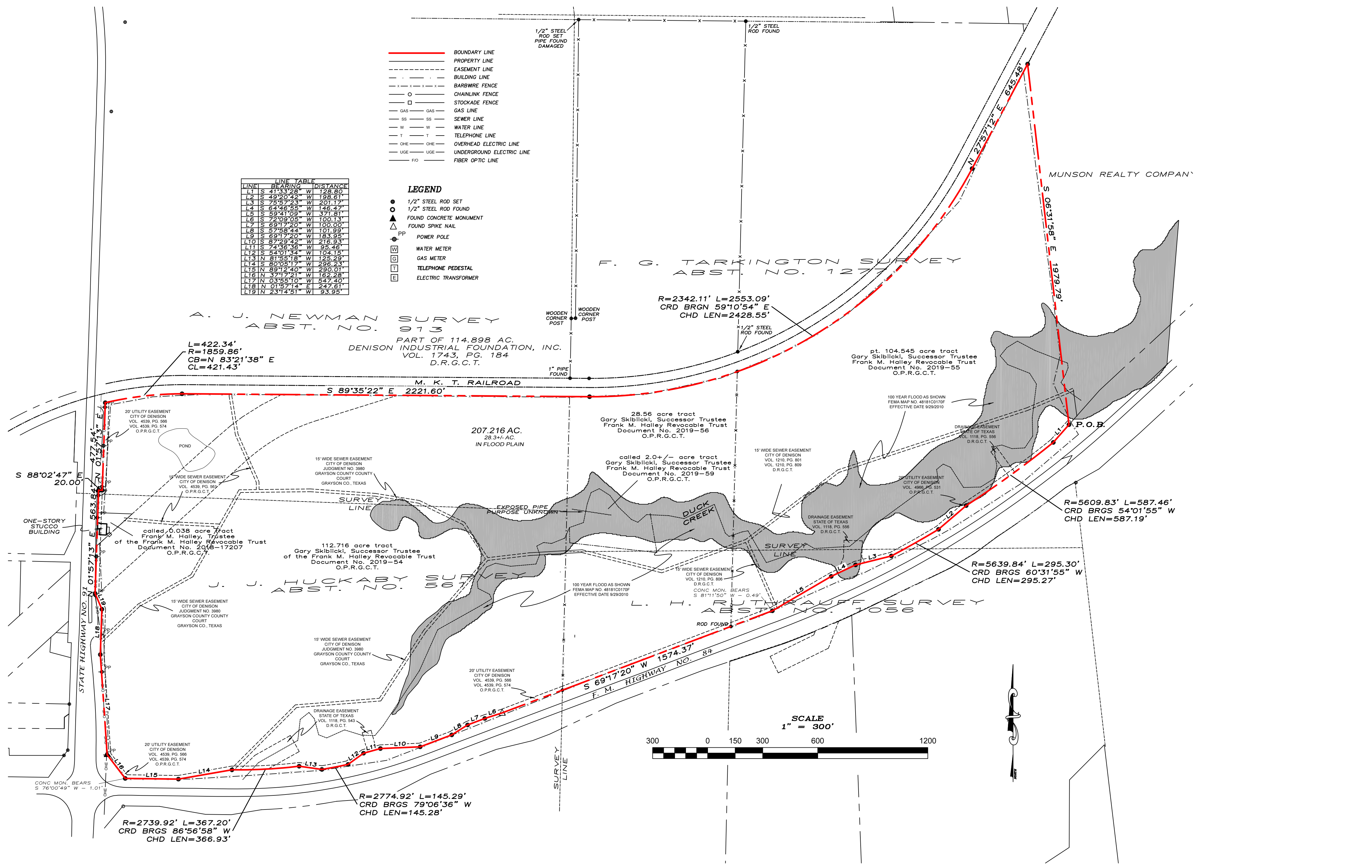
**DUCK CREEK
CROSSING**
ILLUSTRATIVE LAND PLAN
DENISON, TX
UPDATED- APRIL 18, 2024



LEGAL DESCRIPTION

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

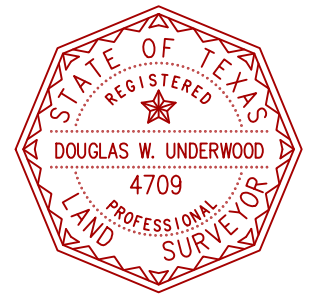
~ BASIS OF BEARINGS ~
GRID NORTH, NAD 83
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE

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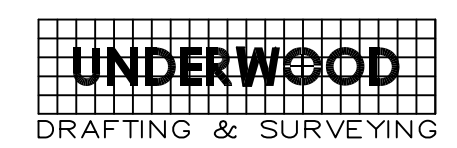
The survey is the unpublished work protected under the copyright laws of the United States of America. If this work becomes published, the following notice and copyright shall apply:

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



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





LAND USE SUMMARY

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

DRAWING KEY

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



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



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF DENISON, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE CURRENT ZONING CLASSIFICATION OF A ±154.70-ACRE TRACT OF LAND BEING IDENTIFIED AS GRAYSON COUNTY APPRAISAL DISTRICT PROPERTY ID NOS. 109711, 109720, 109722, 109723, AND 109766, AND BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF TEXOMA DRIVE/FM 84 AND STATE HIGHWAY 91, FROM THE AGRICULTURAL (A) DISTRICT AND THE MULTI-FAMILY 2 (MF-2) RESIDENTIAL DISTRICT TO THE PLANNED DEVELOPMENT (PD) OVERLAY DISTRICT WITH BASE ZONINGS OF SINGLE-FAMILY (SF-7.5) DISTRICT, SINGLE-FAMILY TOWNHOME (SF-TH) DISTRICT, MULTI-FAMILY RESIDENTIAL (MF-2) DISTRICT, LIGHT INDUSTRIAL (LI) DISTRICT, AND COMMERCIAL (C) DISTRICT; AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY ESTABLISHING A ZONING CLASSIFICATION ON A ±52.52-ACRE TRACT OF LAND BEING IDENTIFIED AS GRAYSON COUNTY APPRAISAL DISTRICT PROPERTY ID NOS. 109713, 109718, AND 439828, AND BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF TEXOMA DRIVE/FM 84 AND STATE HIGHWAY 91 TO A PLANNED DEVELOPMENT (PD) OVERLAY DISTRICT WITH BASE ZONINGS OF SINGLE-FAMILY (SF-7.5) DISTRICT, SINGLE-FAMILY TOWNHOME (SF-TH) DISTRICT, MULTI-FAMILY RESIDENTIAL (MF-2) DISTRICT, LIGHT INDUSTRIAL (LI) DISTRICT, AND COMMERCIAL (C) DISTRICT, FOR A COMBINED TOTAL OF ±207.22 ACRES; BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A-1” AND DEPICTED IN EXHIBIT “A-2”; PROVIDING DEVELOPMENT STANDARDS, ATTACHED HERETO AS EXHIBIT “B”; PROVIDING A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT “C”; PROVIDING FOR SEVERABILITY, REPEALING, AND SAVINGS CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

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

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

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

WHEREAS, Owner has designated Josh McKinney of Measure Group to act in the capacity of Owner as agent for submittal, processing, representation, and/or presentation of the application, and as the principal contact person for responding to all requests for information; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B:	Development Standards
Exhibit C:	Concept Plan

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

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

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

Section 7. Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 8. Penalty. Any person, firm, entity or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Two Thousand and No/100 Dollars (\$2,000.00). Each continuing day’s violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation. The City retains all legal rights and remedies available to it pursuant to local, state and federal law.

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

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

AND IT IS SO ORDERED.

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

- Ayes:
- Nays:
- Abstentions:

At regular meeting June 17, 2024.

ROBERT CRAWLEY, MAYOR

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT A-1
PROPERTY LEGAL DESCRIPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B
DEVELOPMENT STANDARDS

DUCK CREEK CROSSING
PLANNED DEVELOPMENT DISTRICT
STATEMENT OF INTENT AND PURPOSE

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

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

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

1.0 PROJECT OVERVIEW

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

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

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

2.0 PROJECT LOCATION

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

3.0 PROPERTY OWNER’S ASSOCIATION

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

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

4.0 PROPOSED THOROUGHFARES/ACCESS/CROSS SECTIONS

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

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

5.0 CONCEPT PLAN

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

6.0 SF-7.5 – SINGLE-FAMILY RESIDENTIAL DISTRICT

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

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

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

7.0 SF-TH – SINGLE-FAMILY TOWNHOME DISTRICT

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

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

8.0 MF-2 – MULTI-FAMILY DISTRICT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.0 LI – LIGHT INDUSTRIAL DISTRICT

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

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

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

10.0 C – COMMERCIAL DISTRICT

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

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

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

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

11.0 OPEN SPACE & TRAILS

Open space and amenities shall be provided per the following:

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

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

12.0 PERIMETER SCREENING & LANDSCAPE BUFFERS

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

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

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

EXHIBIT C CONCEPT PLAN

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



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



City Council Meeting Staff Report



July 1, 2024

Agenda Item

Receive a report, hold a discussion and take action on an Ordinance authorizing the issuance and sale of Tax Note, Series 2024, in the principal amount of \$3,860,000.00 for the Visitor's Center Project.

Staff Contact

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

Summary

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

Staff Recommendation

Staff recommends approval of the ordinance.

Recommended Motion

"I move to approve the ordinance authorizing the issuance and sale of Tax Note, Series 2024; in the principal amount of \$3,860,000.00 for the Visitor's Center Project."

Background Information and Analysis

A fire in the 300 block of West Main Street on October 9, 2019 destroyed three historic buildings. As a result, the City of Denison acquired the property located at 321 W Main Street through an eminent domain process. Plans for the property are to build a visitor's center and public restrooms, with city administration offices on the upper floors. City Council approved the design/build contract with Piazza Construction and approved preconstruction services and design on December 4, 2023. Council approved the Guaranteed Maximum Price contract with Piazza Construction in the amount of \$3,339,605.00 on April 15, 2024. City Council approved the reimbursing resolution at the May 20, 2024, Council Meeting

Financial Considerations

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

Prior Board or Council Action

Council approved the design/build contract on December 4, 2023, approved the Guaranteed maximum Price contract on April 15, 2024, and adopted a reimbursing resolution on May 20, 2024.

Alternatives

Council may choose not to approve the ordinance for the tax notes. If they choose not to approve, construction would be on hold until funding was issued later in the year.

installments on the dates and in the amounts stated in the FORM OF NOTE set forth in Exhibit A to this Ordinance. The Note shall bear interest on the unpaid balance of the principal amount thereof from the date of delivery to the scheduled due date of the principal installments of the Note or redemption prior to maturity at the rate of interest, all as stated in the FORM OF NOTE set forth in Exhibit A to this Ordinance. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in Exhibit A to this Ordinance.

The term "Note" as used in this Ordinance shall mean and include collectively the note initially issued and delivered pursuant to this Ordinance and any substitute note exchanged therefor, as well as any other substitute or replacement note issued pursuant hereto, and the term "Note" shall mean any such note.

Section 3. CHARACTERISTICS OF THE NOTE.

(a) Appointment of Paying Agent/Registrar. The Issuer hereby appoints [_____] to serve as paying agent and registrar for the Note (the "Paying Agent/Registrar"). The Mayor or City Manager is authorized and directed to execute and deliver in the name on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar in substantially the form presented at this meeting.

(b) Registration, Transfer and Exchange. The Issuer shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer and exchange of the Note (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided within three days of presentation in due and proper form. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Note to which payments with respect to the Note shall be mailed, as herein provided; but it shall be the duty of the Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer exchange and delivery of a substitute Note. Registration of assignments, transfers and exchanges of a Note shall be made in the manner provided and with the effect stated in the FORM OF NOTE attached as Exhibit A to this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

(c) Authentication. Except as provided in subsection (h) of this section, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel any paid Note and any Note surrendered for exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing exchange of any Note or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution and delivery of the substitute Note in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of exchange of a Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note which initially was issued and delivered pursuant to this Ordinance, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(d) Payment of Principal and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Note, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Note, and of any exchange of a Note, and any replacement of a Note, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(e) Payment to Registered Owner. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is registered in the Registration Books as the absolute owner of such Note for the purpose of payment of principal and interest with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Note only to or upon the order of the Registered Owner, as shown in the Registration Books as provided in this Ordinance, or its respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Note to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Note certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance.

(f) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Note that at all times while the Note is outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution or other agency to act as and perform the services of Paying Agent/Registrar for the Note under this Ordinance, and that the Paying Agent/Registrar will be one entity. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(g) Substitute Paying Agent/Registrar. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Note, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Note, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar.

(h) General Characteristics of the Note. The Note (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Note to be payable only to the Registered Owner thereof, (ii) may be transferred and assigned, (iii) may be exchanged for other Note, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest

on the Note shall be payable, (vii) may or shall be redeemed prior to the scheduled principal maturities or installments, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Note, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTE set forth as Exhibit A to this Ordinance. The Note initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in exchange for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the Paying Agent/Registrar's Authentication Certificate, in the FORM OF NOTE set forth as Exhibit A to this Ordinance.

(i) Delivery of Initial Note. On the closing date, one initial Note representing the entire principal amount of the Note, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro-Tem and City Clerk of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, and with the date of delivery inserted thereon by the Paying Agent/Registrar, will be delivered to such purchaser or its designee.

Section 4. FORM OF NOTE. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as shown in Exhibit A to this Ordinance, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND.

(a) A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created and shall be established and maintained by the Issuer as a separate fund or account and the funds therein shall be deposited into and held in an account at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Note. All ad valorem taxes levied and collected for and on account of said Note shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Note is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Note as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Note as such principal matures (but never less than 2% of the original amount of said Note as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Note is outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Note, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit or budgeted and appropriated to be deposited in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit or budgeted and appropriated to be deposited in the Interest and Sinking Fund.

(b) Chapter 1208, Government Code, applies to the issuance of the Note and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Note is outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements

of Chapter 9, Business & Commerce Code, in order to preserve to the Registered Owner of the Note a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF NOTE.

(a) The Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of the Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem a Defeased Note that is made in conjunction with the payment arrangements specified in Subsection (a)(i) or (ii) of this Section shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Note for redemption; (2) gives notice of the reservation of that right to the Registered Owners of the Defeased Note immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Note and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Note.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTE.

(a) Replacement Note. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Note. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Note shall have matured, and no default has occurred that is then continuing in the payment of the principal of or interest on the Note, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Note. Prior to the issuance of any replacement Note, the Paying Agent/Registrar shall charge the Registered Owner of such Note with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Note. In accordance with Section 1206.022, Texas Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Note without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Note is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Note in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for a Note issued in exchange for another Note.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF NOTE; BOND COUNSEL'S OPINION; CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Note said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Note, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the Issuer's Note Counsel may, at the option of the Issuer, be printed on the Note issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and

information of the Registered Owner of the Note. In addition, if bond insurance is obtained, the Note may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Note is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Note to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with the issuance, sale and delivery of the Note is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor or Mayor Pro-Tem, and the Mayor or Mayor Pro-Tem is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTE.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action that would adversely affect, the treatment of the Note as an obligation described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Note or the projects finance therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the Project are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Note, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Note or the Project financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" that is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount that is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Note (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action that would otherwise result in the Note being treated as a "private activity bond" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Note being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Note, directly or indirectly, to acquire or to replace funds that were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) that produces a materially higher yield over the term of the Note, other than investment property acquired with B

(A) proceeds of the Note invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the Note is issued;

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the rules and regulations of the United States Department of the Treasury ("Treasury Regulations");

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Note;

(7) to otherwise restrict the use of the proceeds of the Note or amounts treated as proceeds of the Note, as may be necessary, so that the Note does not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Note or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Note in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Note) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Note has been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Registered Owner. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Note. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto (the "Treasury Regulations"). In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Note, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Note under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Note, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Note under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or City Manager to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Note.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Improvement Project on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the

proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Note, or (2) the date the Note is retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Note. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Note. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Reimbursement. This Ordinance is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

Section 10. SALE OF NOTE. The Note is hereby initially sold and shall be delivered to [_____] (the "Purchaser"), for cash for the par value thereof, pursuant to the Purchase Agreement dated the date of the final passage of this Ordinance which the Mayor is hereby authorized to execute and deliver. The Note shall initially be registered in the name of the Purchaser. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, Mayor Pro-Tem, City Manager, City Clerk, Finance Director and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer such certificates, documents and other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Note and the sale of the Note. Prior to the initial delivery of the Note, the Mayor, Mayor Pro-Tem, City Manager, City Clerk or Finance Director are hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, (iii) make changes to this Ordinance deemed reasonable and necessary by the Mayor, Mayor Pro-Tem, City Manager, City Clerk or Finance Director, with the advice of bond counsel, to conform this Ordinance to the requirements set forth in a commitment from a bond insurer, (iv) obtain the approval of the Note by the office of the Attorney General of the State of Texas, or (v) as may be necessary or convenient to carry out or assist in carrying out the intent and purposes of this Ordinance. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") in connection with the issuance of the Note. The Issuer is not, therefore, obligated pursuant to the Rule to provide any ongoing disclosure relating to the Issuer or the Note in connection with the issuance of the Note; provided however, that for so long as the Note is outstanding, the Issuer agrees to provide the Purchaser with its current audited financial statements and approved budget upon written request.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of the Registered Owner, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the Registered Owner shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of the Registered Owner, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in the Note so as to (i) make any change in the maturity of the Note; (ii) reduce the rate of interest borne by the Note; (iii) reduce the amount of the principal of payable on the Note; (iv) modify the terms of payment of principal or of interest on the Note or impose any condition with respect to such payment; or (v) change the requirement with respect to Registered Owner consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to the Registered Owner of the Note a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of the mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owner of the Note, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and the Registered Owner of the Note shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of the Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the mailing of the notice as provided for in this Section, and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of the mailing of said notice by the Registered Owner, or by a successor in title, by filing notice with the Issuer.

(g) For the purposes of establishing ownership of the Note, the Issuer shall rely solely upon the registration of the ownership of such Note on the registration books kept by the Paying Agent/Registrar.

Section 14. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on the Note when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owner of the Note, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the Registered Owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, the Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owner under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Note or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Note shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Note authorized under this Ordinance, the Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the City Council.

Section 15. CONSTRUCTION FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2024 Tax Note Construction Fund" (the "Construction Fund") for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may invest proceeds of the Note (including investment earnings thereon) issued for the Project and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however,

that the Issuer hereby covenants that the proceeds of the sale of the Note will be used as soon as practicable for the purposes for which the Note is issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 16. APPROPRIATION. To pay the debt service coming due on the Note prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the City Council.

(Execution Page Follows)

PASSED, APPROVED AND EFFECTIVE this July 1, 2024.

Mayor, City of Denison, Texas

ATTEST:

City Clerk, City of Denison, Texas

[CITY SEAL]

EXHIBIT A

FORM OF NOTE

A. The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS CITY OF DENISON, TEXAS TAX NOTE SERIES 2024	PRINCIPAL AMOUNT \$3,860,000
--------	---	------------------------------------

Interest Rate	Delivery Date
As shown below	August 1, 2024

REGISTERED OWNER: [_____]

PRINCIPAL AMOUNT: THREE MILLION EIGHT HUNDRED SIXTY THOUSAND DOLLARS

The City of Denison, Texas (the "Issuer"), being a political subdivision of the State of Texas located in Grayson County, Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assign (hereinafter called the "Registered Owner"), the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the rates per annum set forth in the table below, calculated on the basis of a 360-day year of twelve 30-day months. The unpaid principal of this Note shall be paid in installments on the dates and in the amounts set forth in the table below:

Payment Date	Principal Installment (\$)	Interest Rate (%)
February 15, 2025	465,000	
February 15, 2026	495,000	
February 15, 2027	525,000	
February 15, 2028	550,000	
February 15, 2029	580,000	
February 15, 2030	605,000	
February 15, 2031*	640,000	
TOTAL	\$3,860,000	

*Final Maturity.

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Note on each February 15 and August 15, beginning on February 15, 2025, to the date of maturity or redemption prior to maturity. The last principal installment of this Note shall be paid to the Registered Owner hereof upon presentation and surrender of this Note at maturity, or upon the date fixed for its redemption prior to maturity, at the principal office of [_____], which is the "Paying

Agent/Registrar" for this Note. The payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Note Ordinance to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such principal and interest payment date, to the Registered Owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Note or upon redemption of this Note in whole at the option of the Issuer prior to maturity as provided herein shall be paid to the Registered Owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the Registered Owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS NOTE is dated August 1, 2024, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$3,860,000 for the public purpose of paying contractual obligations to be incurred for the Project.

[THIS NOTE IS NOT SUBJECT TO REDEMPTION at the option of the Issuer.]

THE PAYING AGENT/REGISTRAR SHALL NOTE IN THE PAYMENT RECORD appearing on this Note and shall then have said entry signed by an authorized official of the Paying Agent/Registrar, and the Paying Agent/Registrar shall also record in the Note Registration Books, all payments of principal installments on such Note when made on their respective due dates.

THIS NOTE IS ISSUABLE IN THE FORM of one fully-registered Note without coupons in the denomination of \$3,860,000. This Note may be transferred or exchanged as provided in the Note Ordinance, only upon the registration books kept for that purpose at the above-mentioned office of the Paying Agent/Registrar upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent/Registrar and duly executed by the Registered Owner or his duly authorized attorney, and thereupon a new Note of the same maturity and in the same aggregate principal amount shall be issued by the Paying Agent/Registrar to the transferee in exchange therefor as provided in the Note Ordinance, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent/Registrar may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Paying Agent/Registrar shall not be required to make any such transfer or exchange (i) during the period commencing with the close of business

on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) within 30 days prior to a redemption date.

IN THE EVENT any Paying Agent/Registrar for this Note is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Note Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owner of the Note.

THIS NOTE shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Note Ordinance until the Certificate of Authentication shall have been executed by the Paying Agent/Registrar or the Comptroller's Registration Certificate hereon shall have been executed by the Texas Comptroller of Public Accounts.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the Registered Owner of the Note.

BY BECOMING the Registered Owner of this Note, the Registered Owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Note and the Note Ordinance constitute a contract between each Registered Owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the City Clerk of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

(signature)
City Clerk

(signature)
Mayor

(SEAL)

B. Form of Payment Record

PAYMENT RECORD

Date of Payment	Principal Prepayment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____

C. Form of Paying Agent/Registrar's Authentication Certificate

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
 (To be executed if this Note is not accompanied by an executed Registration
 Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Note Ordinance described in the text of this Note; and that this Note has been issued in replacement of, or in exchange for, a Note that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

[_____] Paying Agent/Registrar

By: _____ Authorized Representative

D. Form of Assignment

ASSIGNMENT
 (Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers _____

Transferee's Social Security or Taxpayer Identification Number: _____

Transferee's name and address, including zip code: _____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints

_____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

E. Form of Registration Certificate of the Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)