



**CITY OF DENISON  
CITY COUNCIL MEETING  
AGENDA**

**Monday, April 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, April 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. PUBLIC COMMENTS**

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

**3. CONSENT AGENDA**

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on March 18, 2024.
- B. Receive a report, hold a discussion and take action on the appointment of Marq Hoil to fill the remainder of the two-year term on the Main Street Advisory Board of Jimmay Mundine that commenced on January 1, 2024.
- C. Receive a report, hold a discussion and take action on the appointment of Marq Hoil to the Main Street Inc. Board of Directors to fill the remainder of Jimmay Mundine’s two-year term that commenced January 1, 2024.
- D. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property located at or near Desvoignes Road, Denison, Texas more particularly described as G-1311 Wright William A-G1311, acres 8.83 and G-0919 Oldham William A-G0919, Acres 70.76, GCAD Property ID Nos. 230631 and 230639.
- E. Receive a report, hold a discussion and take action on the appointment of Cindy Salem to the Conventions and Visitors Bureau Advisory Board.
- F. Receive a report, hold a discussion, and take action on entering into an agreement with The C.T. Brannon Corporation (Contract Number 2024-0045) to prepare civil

engineering related designs for the repairs of the natatorium structure and enclosure at Waterloo Pool and authorize the Interim City Manager to execute the same.

- G. Receive a report, hold a discussion, and take action on awarding a proposal and entering into a contract with Walker Frozen Ice LLC for Shaved Ice Services at Texoma Health Foundation Park (Contract Number 2024-0046) and authorize the Interim City Manager to execute the same.
- H. Receive a report, hold a discussion, and take action on an Interlocal Agreement with Grayson County for improvements to a portion of Juanita Drive (Contract No. 2024-0042) in the amount of \$58,464.08.
- I. Receive a report, hold a discussion, and take action on the approval of the purchase of a Vermeer Hydrovac trailer, with a total purchase amount of \$61,076.35, from Vermeer Texas, and authorize the Interim City Manager to execute any associated documents.
- J. Receive a report, hold a discussion, and take action on rejecting all bids received for the 2023 THF Park - Parking Improvements and authorize staff to revise and readvertise an Invitation to Bid.

#### **4. PUBLIC HEARINGS**

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone a  $\pm$  3,114.1-acre tract of land more commonly known as being located at the northwest corner of SH 84 and FM 406, from the Agricultural (A) District to a Planned Development Overlay District established as a freestanding Planned Development to allow for a mixed-use development. (Case No. 2024-012PD)
- B. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone approximately .1148 of an acre tract legally described as Lot 8, Block 1 of the J.P. Dumas Addition, commonly known as 301 E. Shepherd Street, GCAD Property ID No. 146205, from the Local Retail (LR) District to the Single-Family (SF-5) Residential District to allow for residential use. (Case. No. 2024-010Z)

#### **5. EXECUTIVE SESSION**

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

- A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.
- B. Discuss the possible purchase, exchange, lease or sale value of real property (public discussion of such would not be in the best interests of the City's bargaining position). Section 551.072.
- C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.

- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.
- E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087.
- F. Discuss the deployment or specific occasions for implementation of security personnel or devices. Section 551.076.
- G. Deliberations regarding economic development negotiations pursuant to Section 551.087.

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

#### CERTIFICATION

I do hereby certify that a copy of this Notice of Meeting was posted on the front window of City Hall readily accessible to the general public at all times and posted on the City of Denison website on the 28<sup>th</sup> day of March 2024.

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Christine Wallentine, City Clerk

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



**CITY OF DENISON  
CITY COUNCIL MEETING  
MINUTES**

**Monday, March 18, 2024**

Announce the presence of a quorum.

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

2. PROCLAMATIONS AND PRESENTATION

A. 2023 Achievement of Library Excellence Award Presentation.

Mayor Gott presented the Texas Municipal Library Directors Association Achievement of Library Excellence Award to the Denison Public Library staff present for the meeting, which consisted of the following: Greg Mitchell, Steve McGowen, Deborah Wise, Zoe May, Kimberly Parks, Karen Brymer and Carey Borgens. Mayor Gott reported that to successfully receive the Achievement of Library Excellence Award, the library must exhibit excellence by providing services to underserved and special populations, enhancing services, marketing in innovative ways, promoting cultural, topical and educational programming, providing literacy support, providing summer reading clubs, pursuing collaborative efforts, supporting workforce development, providing for digital inclusion, and comprehensively training staff. Of the 545 libraries in Texas, only 84 received this award in 2023. This is the Denison Public Library's tenth year in a row to receive this award. Mayor Gott then highlighted a few of the programs offered by the library such as the following:

- Monster Trail, which is a family friendly event at Halloween that started as a way to get people out again after Covid. It has become a major event for the library with more than 300 in attendance each year.
- The StoryWalk Programs which serve as a great collaborative outreach program in cooperation with Parks and Recreation at THF Park. There are several story and craft events each year in the great outdoors.



- The Read-to-Win Program for early literacy is phenomenal, along with their children’s programs in the library. There were nearly 45,000 in attendance at the library’s programs last year.

### 3. PUBLIC COMMENTS

Mayor Gott called for any public comments at this time and reminded those wanting to comment of the guidelines established by the City Council. Christine Wallentine, City Clerk, confirmed one Request to Speak Card was received regarding Item 6.A. under Items for Individual Consideration. Mayor Gott called Ms. Laura Fulenchek up to the podium.

Ms. Fulenchek stated she was the Lorax and speaks for the trees in Heritage Park. There are 21 trees in the park that provide air for us to breathe, and she believes they are going to be chopped down to put in astroturf. The 21 Trees provide us with a cool shade necessary to escape the treacherous inferno of the hot Texas sun. Did you know that trees not only provide us with oxygen and shade, but they also play a major role in the water cycle? According to an article by the World Economic Forum, transpiration is a well-known part of photosynthesis, where moisture is drawn up by plant roots, gathers on leaves and evaporates into the atmosphere. The sheer amount of moisture released into the atmosphere helps make it rain when there are enough trees. They pump so much moisture into the air that it changes the atmosphere triggering a shift in wind patterns that brings in the moisture from the ocean. When one chops down the trees and removes vital elements of the ecosystem, it perpetuates global warming. It would be in essence, turning our city into a desert. Even if you do not believe in climate change, global warming or El Nino, there is evidence that plastic lawns overheat in hot weather and make them unusable. They are about 20 to 30 degrees hotter than regular grass. It would be like sitting on the asphalt. Even if you feel that overconsumption of fossil fuels, and global deforestation has nothing to do with the ice caps and the glaciers melting, bleaching of the coral reefs, mass extinction of species due to the temperatures of the ocean. Even if you think that humans have no part in the temperature outside, you are going to find out one hot day in August, standing on that hot astroturf in the scorching fiery hot sun, wishing for a shade tree and praying to God to send the rain even though that's not scientifically possible with no trees and no life. So, Ms. Fulenchek begged the Council not to execute the shade trees and instead of being a part of the problem, let us be part of the solution. Let us make Denison green again and let us make summers cool again.

### 4. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Special Called City Council Meeting (Mid-Year Budget Review) held on February 23, 2024, and the Regular City Council Meeting held on March 4, 2024.
- B. Receive a report, hold a discussion, and take action on ordering for purchase a new Pierce Ladder Truck and Skeeter Brush Truck through Siddons-Martin and an Ambulance through Frazer, and authorize the Interim City Manager to execute any associated documents.
- C. Receive a report, hold a discussion, and take action on awarding a bid and entering into a contract with Brightview Landscape Services, Inc. for the 2024 Mowing and Maintenance Program (Contract Number 2024-0040) 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 Ray C. Davis and Linda B. Davis for property located at Highway 69, Denison, Texas more particularly described as G-1311 Wright William A-G1311, acres 1.76 and G-1311 Wright William A-G1311, acres 0.747, GCAD Property ID Nos. 254831 and 254833.

Council Action

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

5. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone a ± 32.361-acre tract of land commonly known as 2700 Texoma Drive, GCAD Property ID Nos. 109826 and 112271, from the Light Industrial (LI) District to the Heavy Industrial (HI) District to allow for a concrete products manufacturer. (Case No. 2024-008Z).

Council Action

No action taken. Mayor Gott announced this item would be pulled from the agenda as it never should have made the agenda because the applicant rescinded their application on March 12, 2024 at the Planning and Zoning Commission meeting prior to the Planning and Zoning Commission taking any action on this item.

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion, and take action on an amendment to the Construction Manager at Risk contract with Piazza Construction for Phase 2 of the Designing Downtown Denison project for a Guaranteed Maximum Price of \$23,320,171.00, and authorize the Interim City Manager to execute all related documents.

Council Action

Ronnie Bates, Public Works Director, reminded the Council they approved the construction manager at risk, or the CMaR contract, with Piazza construction on December 12, 2022, for Phase Two of Designing Downtown Denison. This item amends the contract to include the guaranteed maximum price (GMP). The GMP for this project is \$23,321,171. Funding will be provided by the following: \$12,010,913 of the funding is coming from the property tax for downtown Denison through the Tax Increment Reinvestment Zone known as TIRZ No. 3, and \$11,309,258 will come from the Utility Capital Improvement Program Funds. Both of these funds have been budgeted for this project and the bid is within those budgeted items. City staff, Huitt-Zollars, Chris Lambka & Associates and Piazza Construction have worked together to develop construction plans for Phase Two of the D<sup>3</sup> Project. The project will include the 300 and 400 blocks of West Main and adjacent blocks of Music and Depot Alleys, Fannin Avenue, including Heritage Park. The work will include new water lines, wastewater lines, street surfaces, sidewalks, landscape, hardscape, and more. We will continue from the first phase of the project into the next blocks for this project. Heritage Park will be redesigned with a new stage and a new building with a green room for the

performers. Along with storage, staging equipment, and a lighting and sound system. Heritage Park's new look will pay homage to the historic railroad roundhouses used during the renaissance past. Adjustments from phase one of this project will include deeper on-street parking spaces. Access to buildings and homes will be maintained and the construction schedule will allow for the 2024 Doc Holliday Festival to continue as planned. Construction is anticipated to take about 24 months with the anticipated notice to proceed being issued on April 29, 2024.

Council Member Hander asked with this being the maximum price if it could be lowered. Council Member Hander stated he was more comfortable around \$20 million instead of \$23 million and asked if there was room for value engineering before this is approved. Mr. Bates responded that staff did go through some value engineering with the first round of submittals where all the bids came in about \$1.8 million higher, which was more than what is budgeted. So, we went back to the drawing board, met with the engineers and the CMAA contractor and did some value engineering and got the price down \$1.8 million. If you change it anymore, it is going to change the actual look and expectation of what everybody has already seen in the plans. Council Member Hander said he wondered what the general population may think when the replica train is priced at \$260,000, which is a big chunk, when there are trains down at the depot that men and women from Denison built. Council Member Hander said this was his fear and felt we may need to look at some of the design choices and is not sure if this is the time to do this now, or if it is done after the contract is approved, or if the contract is approved now if that means this will all happen no matter what. Mr. Bates responded that with the CMAA project you are able to adjust things as we go to some degree. Council Member Hander also said he knows there is an issue with using either turf or grass, and while the plan says turf, this does not necessarily mean we are going with this. Mr. Bates responded that what they have done is take the higher cost of the two and put that into the budget and the selection of turf or grass will be discussed at a later time, but we have the funds in there for whichever way we go.

Mayor Gott added that Phase One cost \$19 million and the bulk of the increase for Phase Two is that construction materials are up more than 20%. This price also includes Heritage Park. So, there has been a lot of work done to bring the price down and maintain the integrity of the design.

Council Member Massey added that he is in construction and does no risk contracts for his clients around the country. With the inflation rates right now, our duration of the contract is very narrow because of what we are seeking going out and the unknowns that come back. So, the fact that we have somebody we can lock in for a 24 month look forward is really pretty excellent at this point. Council Member Massey added he has general contractors he cannot hire anymore, and the insurance companies are not willing to back or fund even on a bond basis. We are looking at about a 23% increase in materials and stuff from Phase One, and at 3% unemployment, the labor costs are expected to go up similarly.

There was no further discussion or questions from the Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Courtright, the City Council unanimously approved the Construction Manager at Risk contract with Piazza Construction for Phase 2 of the Designing Downtown Denison project for a Guaranteed Maximum Price of \$23,320,171.00, and authorized the Interim City Manager to execute all related documents.

- B. Receive a report, hold a discussion and take action on the 2022-2023 Annual Comprehensive Financial Report presented by BrooksWatson & Co.

Council Action

Laurie Alsabbagh, Finance Director, reported that each fiscal year an independent audit is required by state statute for municipalities in Texas. The City of Denison has just completed its FY2023 annual audit. It is also referred to as the ACFR, which is an acronym for Annual Comprehensive Financial Report. Lewis Breedlove, Senior Audit Manager with BrooksWatson & Co., is here this evening to present the audit and answer any questions the Council may have. Ms. Alsabbagh then introduced Mr. Breedlove.

Mr. Breedlove came forward and introduced himself to the Council and stated he had the pleasure of working with the City of Denison for the FY2023 annual audit. Mr. Breedlove then began his presentation. First, he provided a high-level view of the audit phases, with the first phase being the assessment phase where they come in, sit down with each department, anywhere where money is coming in and going out, and evaluate the processes that are in place. They get a walkthrough of the processes as well as reviewing and reading through each documented process or policy manual that may exist for a specific department. Once this has been done, they conduct sample testing over each of those areas to ensure that what they have seen in the walk through is consistent with what is done in practice. If they see any areas for potential improvement, efficiency issues, or anything like that, they will bring this to management's attention at that time. Mr. Breedlove was happy to announce the City has quite an extensive process where there are several layers of controls and a segregation of duties. So, they were very pleased with where the City is in this regard and there were no recommendations made over this. Next, they move into their risk-based approach, where each financial statement line item within the financial statements has a different type of risk, and they evaluate these annually because they can change from year to year. This will dictate and drive what type of procedures they perform over each of these areas, what level of detail needs to be performed, and whether they are comfortable with the material accuracy of the City's financials. When the audit is completed, then they do what is called compliance testing. This includes things like bid requirements, grant requirements, etc. They read all Council meeting minutes. So, if the Council approves something during a meeting that has a compliance component, they are looking to see if there is compliance with that, and the Public Fund Investment Act, things of this nature. Next, they conduct actual field work. After the year end books have been closed, they start testing the balance sheets and income statements. They confirm with a third party wherever possible and perform QA procedures to ensure that everything that is supposed to be in the fiscal year is there. As they are testing, tying out the balance sheet, they are also testing the accuracy of the City's revenues and expenditures. Once they have done all the testing procedures, they move into the conclusion reporting phase. So, it goes through multiple layers of review to ensure there is no additional procedures necessary. Mr. Breedlove then went over some of the highlights of the audit report, starting with the introductory section which has the transmittal letter and other information related to the City. Then there is the auditor's opinion letter, which is the auditor's opinion over the financials, the management's discussion and analysis, which gives some year-to-year comparisons as well as some additional highlights over high level areas such as capital, budget, debt, things of this nature. As it relates to the first item under the financial section, the auditor's opinion letter, there are four opinion types they as auditors are able to issue;

unmodified, qualified, disclaimer or an adverse opinion. The City did receive an unmodified opinion, often referred to as a clean opinion. This is the highest level of assurance that the auditors are able to provide. Mr. Breedlove also pointed out that the City did receive the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association, which is an award received by cities who go above and beyond in the level of reporting that is done to ensure the citizens are able to see a level of transparency otherwise not done. Mr. Breedlove expects the City to win it again.

Mr. Breedlove went over a few of the financial highlights. In comparing year to year overall of the net position city wide, this has gone up by \$7.9 million, primarily due to the significant growth in infrastructure that we see. This has been consistent year to year in looking at the overall governmental fund balances. Mr. Breedlove provided a breakdown for the increase over General Fund, the restricted portion and unassigned portion fund balance. Overall, there was an increase in fund balance of \$2.5 million. This is primarily due to revenue coming in better than expected and then also staying under budget on various departmental expenses. Next, looking at the budget, and about fund balance for the General Fund, specifically, the City did have an unassigned fund balance of 29% of unassigned expenses or general fund expenses for the year. So, we are looking at the fund balance to see how far the City would be able to operate in the next year, assuming expenses were consistent throughout the year compared to this past year, and no additional funds were received. The City does have a goal of between 60 and 90 days, or between 16% and 25%. So, the City's policy is being met here. Budget revenues did come in over expectations by about \$2.7 million, and expenditures came in under budget by \$4.3 million. Other sources of revenue such as capital contributions, transfers, things of that nature had an overall positive variance of \$44,000. All in all, the City had a net positive Budget Variance of \$7.1 million. Mr. Breedlove stated the audit was conducted in compliance with all ethics requirements regarding independence, they encountered no difficulty when working with management and there were no uncorrected misstatements identified.

There was no discussion or questions from the Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Thorne, the City Council unanimously accepted the 2022-2023 Annual Comprehensive Financial Report presented by BrooksWatson & Co.

There being no further business to come before the Council, the meeting was adjourned at 6:30 p.m.

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JANET GOTT, Mayor

ATTEST:

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Christine Wallentine, City Clerk

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion and take action on the appointment of Marq Hoil to fill the remainder of the two-year term on the Main Street Advisory Board of Jimmay Mundine that commenced on January 1, 2024.

## Staff Contact

Donna Dow, Main Street Director

[ddow@cityofdenison.com](mailto:ddow@cityofdenison.com)

903-464-4452

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## Summary

- Board Members Jimmay Mundine was unable to fill his term on the Main Street Advisory Board due to a new job. The Main Street Advisory Board and Main Street Inc. Board of Directors mirror one another.
- Marq Hoil has completed an application to serve.

## Staff Recommendation

Staff recommends approval of the item based on the qualification of the applicant.

## Recommended Motion

“I move to approve the appointment of Marq Hoil to the Main Street Advisory Board to serve the remainder of Jimmay Mundine’s two-year term, commencing on January 1, 2024.”

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## Background Information and Analysis

The Main Street Advisory Board was created by Resolution Number 3118 of the Denison City Council, on March 7, 1988, as amended by Resolution No. 3998 of the Denison City Council, January 21, 2020, and Ordinance No. 3668 dated September 16, 1996. The Advisory Board consists of ten (10) members at large, with one position designated as “at large – reserved” to be held by the President of DDI, whomever he or she may be, or his/her designee. The Members are appointed by the City Council. The function of the Advisory Board is to encourage participation in all aspects of the Main Street Program, and to advise and support the Main Street Project Manager. Each term of office is a two-year term, with no more than three consecutive full terms.

Member Jimmayshun Mundine resigned due to taking a new job that did not allow him to serve. Marq Hoil completed an application and is willing to serve. Since he began serving as Denison’s Postmaster, he has exhibited characteristics that would make him a good Board Member. There are no known or obvious reasons that this item should not be approved.

## Financial Considerations

The item has no financial considerations.

## Prior Board or Council Action

None.

**Alternatives**

Alternate volunteers could be appointed to these boards.

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion and take action on the appointment of Marq Hoil to the Main Street Inc. Board of Directors to fill the remainder of Jimmay Mundine's two-year term that commenced January 1, 2024.

## Staff Contact

Donna Dow, Main Street Director

[ddow@cityofdenison.com](mailto:ddow@cityofdenison.com)

903-464-4452

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## Summary

- The Denison Main Street, Inc. Board of Directors was created by minute order of June 18, 2021, of the Denison City Council and Bylaws of the same date.
- The Board shall have nine (9) members at large. The Board Members are appointed by the City Council.
- Marq Hoil completed an application to serve filling the remainder of term vacated by Jimmay Mundine.

## Staff Recommendation

Staff recommends approval of the item based on the qualifications of the applicant.

## Recommended Motion

"I move to approve the reappointment of Marq Hoil to fill the remainder of Jimmay Mundine's term on the Main Street Inc. Board of Directors."

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## Background Information and Analysis

The Denison Main Street, Inc. Board of Directors was created by minute order of June 18, 2021, of the Denison City Council and Bylaws of the same date. The Board shall have nine (9) members at large. The Board Members are appointed by the City Council. The function of the Board of Directors is exclusively for charitable, educational and/or scientific purposes under Section C(3) of the Internal Revenue Code. Each member shall serve two-year terms of office with no more than three consecutive terms.

Jimmayshun Mundine was appointed to serve a two-year term beginning on January 1, 2024, and had to resign due to a new job. Marq Hoil has completed an application to serve the remainder of Jimmay's unfilled term. There are no known or obvious reasons that this item should not be approved. His qualifications indicate he is capable of service to our Downtown. The applicant has volunteered his service, and it is felt he would make an outstanding board member. From characteristics demonstrated since he has been our Postmaster, it is apparent he has made a commitment to our Downtown.

## Financial Considerations

The item has no financial considerations.



**Prior Board or Council Action**

None.

**Alternatives**

Alternate volunteers could be appointed to these boards.

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property located at or near Desvoignes Road, Denison, Texas more particularly described as G-1311 Wright William A-G1311, acres 8.83 and G-0919 Oldham William A-G0919, Acres 70.76, GCAD Property ID Nos. 230631 and 230639.

## Staff Contact

Julie Fort, City Attorney  
(972) 668-6400

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## Summary

- On March 18, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ").
- The petition includes approximately 79 acres near Desvoignes Road, Denison, Texas, located in the G-1311 Wright William Survey A-G1311, and G-0919 Oldham Willaim A-G0919, GCAD Property ID Nos. 230631 and 230639.
- Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023.
- The validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

## Staff Recommendation

Staff recommends denial of the ETJ release petition.

## Recommended Motion

"I move to deny the Davis Petition to remove property from the City of Denison's extraterritorial jurisdiction located at or near Desvoignes Road, Denison, Texas more particularly described as G-1311 Wright William A-G1311, acres 8.83 and G-0919 Oldham William A-G0919, Acres 70.76, GCAD Property ID Nos. 230631 and 230639, because Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City of Denison's grant of legislative discretion under Local Government Code Section 42.023. The City of Denison does not consent to removal of property from its ETJ."

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## Background Information and Analysis

On March 18, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ"). The petition includes approximately 79 acres located near Desvoignes Road, Denison, Texas, located in the Wright William Survey, Abstract No. 1311, and the William Oldham Survey, Abstract No. 919, GCAD Property ID Nos. 230631 and 230639. Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it

conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023. The City does not consent to removal of property from its ETJ.

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

**Financial Considerations**

None.

**Prior Board or Council Action**

The City Council has denied previously filed petitions.

**Alternatives**

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

**PETITION BY LANDOWNERS FOR RELEASE FROM  
EXTRATERRITORIAL JURISDICTION**

MAR 18 2024

TO THE MAYOR OF THE GOVERNING BODY OF DENISON, TEXAS:

Pursuant to Texas Local Government Code Sections 42.102 et seq., the undersigned owners petition your honorable Body for the release of land located in the extraterritorial jurisdiction of the City of Denison, Texas.

This request includes the following property of approximately 79.59 acres of land, consisting of GCAD Property IDs 230631 and 230639 to the full extent that such Property currently is within the ETJ of the City of Denison, Texas and not within the city limits thereof.

Said property is located near

Desvoignes Road, Denison, Texas

and more particularly described by the Grayson CAD as

G-1311 WRIGHT WILLIAM A-G1311, ACRES 8.83 (parcel 230631)

G-0919 OLDHAM WILLIAM A-G0919, ACRES 70.76 (parcel 230639)

and more particularly described as:

All that certain tract or parcel of land situated in the County of Grayson, State of Texas, being a part of the WILLIAM OLDHAM SURVEY, Abstract No. 919, and the WILLIAM WRIGHT SURVEY, Abstract No. 1311, (less 10 acres in the south-west corner deeded to Darrin and Carol Kistner, GCAD parcel 272914) and containing 79.59 acres of land, more or less,

The property is further described by meets and bounds in the attached Exhibit "A" and graphically described in the maps below.

The undersigned certify that the following required information concerning the land and its inhabitants is reasonably accurate and assumes responsibility for the completion of said information prior to scheduled action by the City.

This petition is initiated by a majority in value of the holders of title of the land in the area, being each and every one of the landowners.

no dwelling units are located within the area requested for release.

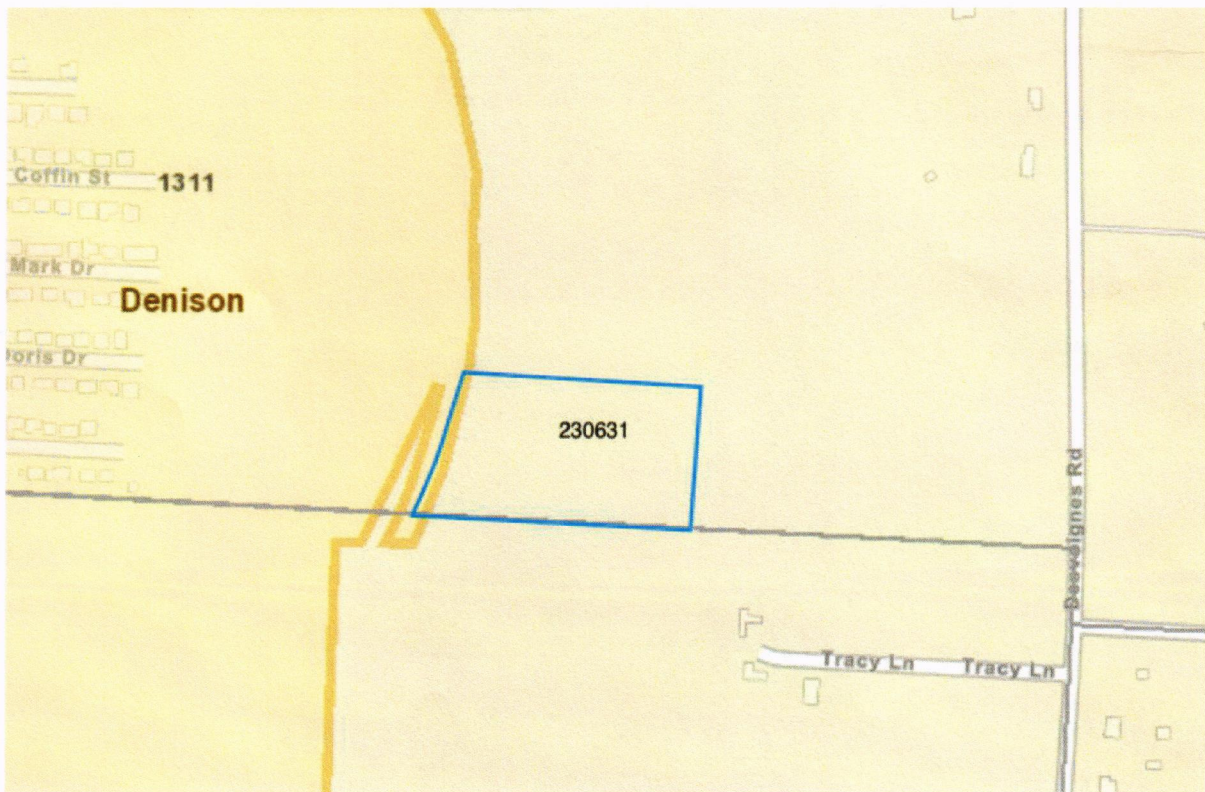
The population of the area in request is 0 in total, of which none are registered voters.

No portion of the area of request includes territory within the extraterritorial jurisdiction of another Texas city.

No part of the area in request is subject to a non-annexation agreement.

No part of the area in request is subject to a strategic partnership agreement under Local Government Code § 43.0751.

No part of the area is designated as an industrial district under Local Government Code § 42.044







**Petition Signatories  
per Election Code § 277.002**

Ray Davis  
Ray C. Davis

338 Desvoignes Road, Denison, Texas 75201  
Residence Address

[REDACTED]  
Date of Birth or Voter ID

2/28/24  
Date Signed

Linda Davis  
Linda B. Davis

338 Desvoignes Road, Denison, Texas 75201  
Residence Address

[REDACTED]  
Date of Birth or Voter ID

2/28/24  
Date Signed

SARTIN & ASSOCIATES, INC.  
Registered Professional Land Surveyors  
P.O. Box 1843 - 109 S. Travis - Sherman, Texas 75091-1843  
phone (903)892-8003 fax (903)868-2970

EXHIBIT "A"

SITUATED in the County of Grayson, State of Texas, being a part of the WILLIAM OLDHAM SURVEY, Abstract No. 919 and the WILLIAM WRIGHT SURVEY, Abstract No. 1311, being a part of a 100 acre tract of land described in First Tract and part of a 55 acre tract of land described in Second Tract in deed from Mrs. Callie Evans to Luther Cherry, et ux, dated February 12, 1945, recorded in Volume 469, Page 191, Deed Records, Grayson County, Texas, being a part of the Texas & Pacific Railroad abandoned right-of-way and being more particularly described by metes and bounds as follow to-wit:

BEGINNING at a found nail maintaining the Southeast corner of said 100 acre tract, the Northeast corner of a tract of land owned by Texoma Square Dance Club, at the intersection of the center of a North/South public road known as DesVoignes Road with the center of a public road running West known as Square Dance Road, on the West line of the T. R. Shannon Survey, Abstract No. 1081, the West line of a 40 acre tract of land owned by Billy Clarence Lannom and described in Notice of Ouster dated May 23, 1996, recorded in Volume 2468, Page 346, Official Public Records, Grayson County, Texas;

THENCE North 85 deg. 54 min. 13 sec. West, with the center of said Square Dance Road, the North line of said Texoma Square Dance Club tract, a distance of 212.00 feet to a found nail maintaining its Northwest corner, the Northeast corner of a 2.14 acre tract of land conveyed by Shirley Prichard Phillips and Fred Phillips to David C. Sikes, et ux by deed dated December 18, 2000, recorded in Volume 3013, Page 119, Official Public Records, Grayson County, Texas;

THENCE North 87 deg. 43 min. 11 sec. West, continuing with the center of said Square Dance Road and with the North line of said 2.14 acre tract, a distance of 343.39 feet to a found nail maintaining its Northwest corner, the Northeast corner of a 3 acre tract of land conveyed by William H. Bumpass to R. E. Heironimus, et ux by deed dated June 5, 2001, recorded in Volume 3080, Page 750, Official Public Records, Grayson County, Texas;

THENCE North 88 deg. 08 min. 25 sec. West, continuing with the center of said Square Dance Road, and with the North line of said 3 acre tract, passing its Northwest corner, the Northeast corner of a 2.835 acre tract of land conveyed by The Citizens National Bank of Denison to R. E. Heironimus, et ux by deed dated December 9, 1981, recorded in Volume 1584, Page 343, Deed Records, Grayson County, Texas and continuing with the North line of said 2.835 acre tract for a total distance of 377.07 feet to a found railroad spike maintaining its Northwest corner, the Northeast corner of a 9.9 acre tract of land conveyed by Frank Darnell to Thomas R. Bumpass, et ux by deed dated September 17, 1970, recorded in Volume 1171, Page 104, Deed Records, Grayson County, Texas;

THENCE North 87 deg. 15 min. 36 sec. West, continuing with the center of said Square Dance Road and with the North line of said 9.9 acre tract, a distance of 296.10 feet to a found nail maintaining its Northwest corner, the Northeast corner of a 40 acre tract of land conveyed by Amy Louise Boldrick to Thomas Addison Moore, et ux by deed dated June 26, 1947, recorded in Volume 534, Page 110, Deed Records, Grayson County, Texas;



THENCE North 88 deg. 13 min. 01 sec. West, continuing with the center of said Square Dance Road and with the North line of said 40 acre tract, leaving said Square Dance Road at a turn to the South and continuing for a total distance of 1153.20 feet to a set 1/2 inch rebar for the Northwest corner of said 40 acre tract, the Southwest corner of said 100 acre tract, on an East line of a 143.96 acre tract of land conveyed by The Munson Realty Company, et al to Shepherd & Shepherd, Inc. by deed dated November 3, 2001, recorded in Volume 3166, Page 702, Official Public Records, Grayson County, Texas, an East line of Arbor Grove Village, Phase 2, an Addition to the City of Denison, Texas as shown by plat of record in Volume 15, Page 84, Plat Records, Grayson County, Texas;

THENCE in a Northerly direction with the apparent West line of said 100 acre tract, the East line of both said 143.96 acre tract and Arbor Grove Village, Phase 2 Addition, the following calls and distances:

North 01 deg. 57 min. 26 sec. East, at a distance of 38.65 feet passing a found capped 1/2 inch rebar stamped #4488 and continuing for a total distance of 820.41 feet to a found 1/2 inch rebar;

North 01 deg. 43 min. 34 sec. West, a distance of 631.97 feet to a found 1/2 inch rebar;

North 09 deg. 44 min. 26 sec. East, passing the most Northerly corner of said Arbor Grove Village, Phase 2 Addition and continuing for a total distance of 535.03 feet to a found 1/2 inch rebar maintaining the Northwest corner of said 100 acre tract, the Northeast corner of said 143.96 acre tract, on the North line of said Oldham Survey, the South line of said Wright Survey, the South line of Owens Addition to the City of Denison, Texas as shown by plat of record in Volume 1, Page 90, Plat Records, Grayson County, Texas;

THENCE South 87 deg. 30 min. 00 sec. East, with the North line of both said 100 acre tract and Oldham Survey, the South line of said Wright Survey, the South line of said Owens Addition, a distance of 22.68 feet to a set 1/2 inch rebar for the Southeast corner of said Owens Addition, the Southwest corner of said 55 acre tract;

THENCE in a Northeasterly direction with the West line of said 55 acre tract, the East line of said Owens Addition, the following calls and distances:

North 39 deg. 30 min. 00 sec. East, a distance of 54.90 feet to a set 1/2 inch rebar;

North 25 deg. 45 min. 00 sec. East, a distance of 145.00 feet to a set 1/2 inch rebar;

North 23 deg. 50 min. 00 sec. East, a distance of 282.13 feet to a set 1/2 inch rebar;

THENCE South 88 deg. 17 min. 22 sec. East, a distance of 781.99 feet to a set 1/2 inch rebar;

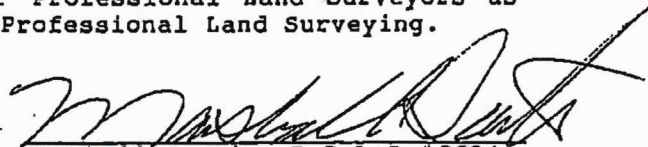
THENCE South 03 deg. 14 min. 27 sec. West, passing the South line of both said 55 acre tract and Wright Survey, the North line of both said Oldham Survey and 100 acre tract and continuing for a total distance of 1319.63 feet to a set 1/2 inch rebar;

THENCE South 86 deg. 45 min. 33 sec. East, at a distance of 1380.00 feet passing a set 1/2 inch rebar on the West side of said DesVoignes Road and continuing for a total distance of 1400.00 feet to a set spike nail in the center of said DesVoignes Road an on the East line of both said 100 acre tract and Oldham Survey, the West line of the above mentioned T. R. Shannon Survey, the most Westerly West line of a 5.779 acre tract of land conveyed by Audrey L. Wright, Individually and as Personal Representative of the Estate of Billy Gene Wright, deceased to Ralph W. Hoefler, et ux by deed dated August 26, 1993, recorded in Volume 2290, Page 353, Real Property Records, Grayson County, Texas;

THENCE South 03 deg. 14 min. 27 sec. West, with the center of said DesVoignes Road, the East line of both said 100 acre tract and Oldham Survey, the West line of said Shannon Survey, the West line of said 5.779 acre tract, passing its most Westerly Southwest corner, the Northwest corner of a 1.000 acre tract of land conveyed by Daniel E. Goldberg, et ux to Timothy J. Rutherford, et ux by deed dated June 30, 2000, recorded in Volume 2948, Page 778, Official Public Records, Grayson County, Texas and continuing with the West line of said 1.000 acre tract, passing its Southwest corner, the Northwest corner of a 1.500 acre tract of land conveyed by Jessie Yates, et ux to Dennis L. Bailey, et ux by deed dated March 5, 1976, recorded in Volume 1336, Page 739, Deed Records, Grayson County, Texas and continuing with the West line of said 1.500 acre tract, passing its Southwest corner, the Northwest corner of a 1.00 acre tract of land conveyed by Joseph B. Joie, et ux to Charles Judd Joie, et ux by deed dated July 24, 1998, recorded in Volume 2689, Page 278, Official Public Records, at the intersection of said DesVoignes Road with the center of a public road running East known as Tracey Lane and continuing with the West line of aid Joie 1.00 acre tract for a total distance of 710.78 feet to a found nail maintaining its Southwest corner, the Northwest corner of the above mentioned Lannom 40 acre tract;

THENCE South 02 deg. 54 min. 46 sec. West, continuing with the center of said DesVoignes Road, the East line of both said 100 acre tract and Oldham Survey, the West line of said Shannon Survey and with the West line of said 40 acre tract, a distance of 370.89 feet to the PLACE OF BEGINNING and containing 89.59 ACRES OF LAND more or less.....

I, Marshall Sartin, Registered Professional Land Surveyor, hereby certify that a survey of the property legally described hereon was made on the ground on the 27 th day of March, 2003 and that this survey substantially complies with the current Minimum Standards for Professional Land Surveyors as adopted by the Texas Board of Professional Land Surveying.

  
Marshall Sartin, R.P.L.S. #3694





# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion and take action on the appointment of Cindy Salem to the Conventions and Visitors Bureau Advisory Board.

## Staff Contact

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

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## Summary

- Membership of the Conventions and Visitors Bureau Advisory Board consists of nine members, with seven positions coming from specific designated stakeholder groups in the tourism industry and two positions being at-large.
- Cindy Salem will be filling the position of Place 8 on the board, At Large Representative.

## Staff Recommendation

Staff recommends approval of the appointments.

## Recommended Motion

“I move to approve the appointment of Cindy Salem as a new member to the Conventions and Visitors Bureau Advisory Board.”

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## Background Information and Analysis

The Denison Conventions and Visitors Bureau Advisory Board was created by Ordinance No. 4967 of the City Council on October 1, 2018. The Conventions and Visitors Bureau Advisory Board is comprised of nine members. Seven of those positions reflect specific tourism related stakeholders, including a representative from a local hotel, restaurant, Downtown Denison, Inc, the Denison Chamber of Commerce, Denison History, Lake Texoma, and Sports Tourism. Two of the positions are general at-large. The members are appointed by the City Council.

The function of the Conventions and Visitors Bureau Advisory Board is to encourage tourism in the Denison community, to raise the public visibility of local activity which may attract visitors to the city, and to promote and enhance tourism in the convention and hotel industry.

Cindy is currently acting President of the Denison Arts Council, who receives funding from the Denison CVB for Arts Tourism.

## Prior Board or Council Action

This Item has not been previously presented.

## Alternatives

The City Council may not approve the appointments.

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion, and take action on entering into an agreement with The C.T. Brannon Corporation (Contract Number 2024-0045) to prepare civil engineering related designs for the repairs of the natatorium structure and enclosure at Waterloo Pool and authorize the Interim City Manager to execute the same.

## Staff Contact

Justin Eastwood, Director of Parks and Recreation

[jeastwood@cityofdenison.com](mailto:jeastwood@cityofdenison.com)

903-465-2720 ext. 2513

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## Summary

- Huitt-Zollars, Inc conducted a structural assessment of Waterloo Pool beginning in July 2023 to investigate the areas of corrosion in the structural steel members and determine the structural adequacy of the pool enclosure structure.
- The assessment determined the enclosure has suffered extreme corrosion in the areas of the base plates, anchor bolts, columns of end-wall framing, wall girts, and the light gage purlins over the pool.
- Besides the corrosion found, elements that form the lateral load resisting system appear to be missing and has reduced capacity due to corrosion in critical areas. No connection between the braced roof and the portal frames were found. The connection of the portal frames at their foundation have been severely compromised due to corrosion. No system of cross bracing in the plane of the end walls were found, and no rigid frame was found for the end walls.
- Because of the level of damage and the lateral system deficiency, the 2018 Existing Building Code requires the building to be brought up to the current building code.
- September 2023, Council voted to repair the natatorium structure and enclosure rather than replace them.
- Under the agreement, The C.T. Brannon Corporation will prepare civil engineering related designs for the repairs of the natatorium structure and enclosure at Waterloo Pool with financial consideration not to exceed \$288,750, being paid from the Parks and Recreation Fund- Fund 071-Aquatic Fund Fee.

## Staff Recommendation

Staff recommends approving entering into an agreement with The C.T. Brannon Corporation.

## Recommended Motion

“I move to approve entering into an agreement with The C.T. Brannon Corporation in an amount not to exceed \$288,750 and authorize the Interim City Manager to execute the same.”

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## Background Information and Analysis

Waterloo Pool is a staple in our community that not only provides a place to promote health and wellness, but it is also a place where our citizens have established a sense of community and family. It was built in the mid to late 1960s, the enclosure was added in 1990, and cover modifications were made in 1996.

The middle peak area of the roof was designed to be opened by motors. The motors and/or mechanisms do not currently work. Staff needs to coordinate with a specialized contractor to partially open the enclosure. The facility is made up of three main components: the main pool, bathhouse, and office; a remote structure that houses pool support offices; and an enclosed pool pump structure with an adjacent outdoor pool filter cover.

In July 2023, the City of Denison retained the services of Huitt-Zollars, Inc to conduct a structural assessment of the pool enclosure. The purpose of the assessment was to investigate the areas of corrosion in the structural steel members and determine the structural adequacy of the pool enclosure structure. The assessment determined the Waterloo Pool enclosure is in need of repairs and is in poor condition due to the nature of the corrosion that has taken place and lack of a well-defined lateral load resisting system. Because of the level of damage, the 2018 Existing Building Code requires the building to be brought up to the current building code. That starts with the repair/replacement of damaged members and the analysis of the structure based on the code prescribed loads of the current City of Denison Building Code which is based on the 2018 International Building Code. In the near term, use of the pool enclosure should cease during periods with wind speeds predicted to be in excess of 25mph as the compromised column bases could fail in higher winds. Plans to repair or replace and a structural analysis of the enclosure should be developed and implemented as soon as practical. Serious consideration should be given to the inclusion of an upgraded HVAC – dehumidification system to be included with the repaired or replaced structure. HZ believes this would lead to a healthier environment and reduce the effects of corrosion caused by chlorine in the air.

Two solution options were brought to City Council on September 5, 2023: Option A: Repair the natatorium structure and enclosure (20-year option) or Option B: Replace the natatorium structure and enclosure (50-year option). Council unanimously approved Option A with a financial consideration up to \$2.4M coming out of the Parks and Recreation Fund- Fund 071- Aquatic Fund Fee.

Under the agreement with The C.T. Brannon Corporation, the scope of work will consist of C.T. Brannon preparing civil engineering related designs for the repair of the natatorium structure and enclosure at Waterloo Pool, including the schematic design and the design development plans, as well as preparing the Engineer's Opinion of Probable Construction Cost. The full scope of work is outlined in Exhibit A of the Agreement.

### **Financial Considerations**

The design funding of \$288,750 for the project will be sourced from aquatic fees within the Park's fund. These fees, collected optionally through utility bills, directly contribute to supporting Denison's parks and pool facilities.

### **Prior Board or Council Action**

The Council approved pool repairs on September 5th, 2023, based on a structural assessment by Huitt-Zollars. C.T. Brannon Corporation will manage the design and oversee Huitt-Zollars' professional services.

### **Alternatives**

The Council may deny or table this agenda item.

## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **CITY OF DENISON, TEXAS**, a Texas home-rule municipal corporation, hereinafter referred to as "City", and **THE C.T. BRANNON CORPORATION**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### WITNESSETH:

**WHEREAS**, the City desires to engage the services of the Engineer to prepare civil engineering related designs for the construction of the Waterloo Park pool for the City of Denison, Grayson County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein. **NOW, THEREFORE**, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

#### **I. Employment of the Engineer**

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

#### **II. Scope of Services**

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

#### **III. Schedule of Work**

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

#### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City, except where City Manager is authorized to negotiate additional expenditures, as provided therein.

**Invoices** – No payment to Engineer shall be made until the Engineer tenders an invoice to the City. The Engineer shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon the completion of each individual task listed in Exhibit "B." On all submitted invoices for services rendered and work completed on a monthly basis, if City so desires, Engineer shall include appropriate background materials to support the submitted charges on said invoice. Such background materials shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information

relating to direct expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

**Timing of Payment** – City shall make payment to Engineer for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Engineer is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked. Should the City fail to pay an invoice or the undisputed portion of an invoice more than thirty (30) calendar days from the date of the invoice, the City shall pay interest to Engineer at the rate of one-and-one half percent (1½%) per month or the maximum percentage permitted by law, whichever is lower.

**Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Engineer of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21<sup>st</sup>) calendar day after the City receives an invoice. City shall provide Engineer an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Engineer, City shall proceed to process said invoice, or the disputed portion of the invoice. If a dispute is resolved in favor of the City, Engineer shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.

**Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of this Agreement to the Engineer within sixty (60) days from the date of the invoice shall grant the Engineer the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Engineer shall not suspend performance under this Agreement prior to the tenth (10<sup>th</sup>) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Engineer if the Engineer breached any provision(s) herein.

**Adjusted Compensation** – Any additional amounts paid to the Engineer as a result of any material change to the Scope of Services shall be authorized by written change order duly executed by both parties before the services are performed.

**Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Engineer shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs, and/or any other items prepared by Engineer in connection with this Agreement prior to Engineer receiving final payment. If the Project is resumed after being suspended more than three (3) months, the Engineer’s compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Engineer after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

## **V. Information to be Provided by the City**

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City’s files. City acknowledges that Engineer will rely on the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by the City.



## **VI. Obligations of the Engineer**

**General** – The Engineer will serve as the City’s professional engineering representative under this Agreement, providing professional engineering consultation and advice and furnishing customary services incidental thereto.

**Subsurface Investigations** – The Engineer shall advise the City with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and engineering work to be performed hereunder. The Engineer shall also advise the City concerning the results of same. Such surveys, tests, and investigations shall be furnished by the City, unless otherwise specified in Exhibit “A”.

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total Project cost and/ or execution. These conditions and cost/execution effects are not the responsibility of the Engineer.

**Asbestos or Hazardous Substances** – Hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property to such substances at or near the project site.

If asbestos or hazardous substances in any form are encountered or suspected by the Engineer or any other party, or should it become known to Engineer that such hazardous materials may be present on or about the jobsite or any adjacent areas that may affect the performance of Engineer’s services, Engineer may suspend its own work in the affected portions of the Project to permit testing and evaluation. If asbestos or other hazardous substances are suspected, the City may request in writing that the Engineer assist in obtaining the services of a qualified subcontractor to manage the remediation activities of the Project.

**Engineer's Personnel at Construction Site** – The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City and/or the City’s construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

Except to the extent of specific site visits expressly detailed and set forth in Exhibit “A”, the Engineer or its personnel shall have no obligation or responsibility to visit the construction site to become familiar with the progress or quality of the completed work on the Project or to determine, in general, if the work on the Project is being performed in a manner indicating that the Project, when completed, will be in accordance with the Contract Documents, nor shall anything in the Contract Documents or the agreement between City and Engineer be construed as requiring Engineer to make exhaustive or continuous on- site inspections to discover latent defects in the work or otherwise check the quality or quantity of the work on the Project. If the Engineer makes on-site observation(s) of a deviation from the Contract Documents, the Engineer shall inform the City.

When professional certification of performance or characteristics of materials, systems or equipment is reasonably required to perform the services set forth in the Scope of Services, the Engineer shall be entitled to rely upon such certification to establish materials, systems or equipment and performance criteria to be required in the Contract Documents.

## **VII. Standards of Care**

Services performed by Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Engineer makes no other warranty, expressed or implied.

## **VIII. Insurance**

Engineer agrees to procure and maintain for the duration of the contract the following levels of insurance coverage:

- a) Required Professional Liability Insurance – Engineer shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- b) Required General Liability Insurance - Consistent with the terms and provisions of Exhibit “D,” City of Denison Contractor Insurance Requirements, Engineer shall maintain, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00) for each occurrence, Four Million and 00/100 Dollars (\$4,000,000.00) in the aggregate, and Four Million and 00/100 Dollars (\$4,000,000) in umbrella liability coverage. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- c) Required Workers Compensation Insurance – Consistent with the terms and provisions of Exhibit “D,” City of Denison Contractor Insurance Requirements, Engineer shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least

thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

- d) Circumstances Requiring Business Auto – Consistent with the terms and conditions of Exhibit “D”, Consultant shall maintain, at no expense to the City, a Business Auto Liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of One Million and 00/100 Dollars (\$1,000,000.00). Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

#### **IX. INDEMNITY**

**IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 271.904, THE ENGINEER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY AGAINST LIABILITY FOR ANY DAMAGE CAUSED BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER OR ENGINEER'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL. THIS INDEMNITY INCLUDES ENGINEER'S OBLIGATION TO PROVIDE CITY WITH ANY DEFENSE PROVIDED UNDER ENGINEER'S GENERAL LIABILITY INSURANCE POLICY AND DOES NOT APPLY TO PROFESSIONAL LIABILITY COVERAGE. CITY SHALL BE ENTITLED TO REIMBURSEMENT FOR THE CITY'S ATTORNEYS' FEES BASED UPON THE PROPORTION OF THE ENGINEER'S LIABILITY.**

**THE ENGINEER SHALL NOT BE OBLIGATED TO INDEMNIFY THE CITY FOR THE NEGLIGENT ACTS OF THE CITY OR ANY OF ITS AGENCIES, OFFICIALS, OFFICERS, EMPLOYEES, SUBCONSULTANTS OR SUBCONTRACTORS.**

**NOTWITHSTANDING THE AFOREMENTIONED, TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL DAMAGES INCURRED BY EITHER DUE TO THE FAULT OF THE OTHER, REGARDLESS OF THE NATURE OF THIS FAULT, OR WHETHER IT WAS COMMITTED BY THE CITY OR ENGINEER, THEIR EMPLOYEES, AGENTS OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF PROFIT.**

#### **X. Independent Contractor**

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine

of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

#### **XI. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

#### **XII. Audits and Records**

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

#### **XIII. Contract Termination**

This Agreement may be terminated with or without cause upon thirty (30) days' written notice. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

#### **XIV. Engineer's Opinion of Probable Construction Costs**

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

#### **XV. Ownership of Documents**

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XIII, Engineer will revise drawings to reflect changes made during construction as indicated by the contractor and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

Engineer acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Engineer (and Engineer's professional associates and/or Sub-Consultants) under this Agreement are instruments of service in respect of the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (Texas Government Code, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

#### **XVI. Complete Contract**

This Agreement, including the Exhibits lettered "A" through "D", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

#### **XVII. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Bobby Atteberry  
Interim City Manager  
City of Denison  
P.O. Box 347  
Denison, TX 75021  
[citymanager@cityofdenison.com](mailto:citymanager@cityofdenison.com)

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

The C.T. Brannon Corporation  
1321 South Broadway Avenue  
Tyler, Texas 75701

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

#### **XVIII. STATUTORY PROVISIONS**

**Form 1295 Certificate.** The Engineer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Engineer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Engineer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Engineer. The information contained in the Form 1295 completed by the Engineer has been provided solely by the Engineer and the City has not verified such information.

**Verification Regarding Energy Company Boycotts.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, Engineer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Engineer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

**Verification Regarding Discrimination Against Firearm Entity or Trade Association.** To the extent this Agreement constitutes a contract for the purchase of goods or services having a value of at least \$100,000 that is paid wholly or partly from public funds for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session), as amended, Engineer hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- A. do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- B. will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). Engineer understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

**Certifications Regarding Terrorist Organizations and Boycott of Israel.** To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2252.151-.154 Texas Government Code, Engineer hereby certifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Sections 2271.001-002 Texas Government Code, Engineer and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel, and agrees that it will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov’t Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

The foregoing verification is made solely to comply with Chapter 2271, Texas Government Code, as amended, to the extent the applicable provision in Chapter 2271.001, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott Israel” shall have the meaning assigned to such term in Section 808.001(1), Texas Government Code. Engineer



understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Underwriter and exists to make a profit.

## **XX. Miscellaneous**

- A. Immunity. The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- B. Cumulative Remedies. All rights and remedies of the parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
- C. Waiver of Breach. A waiver by either party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.
- D. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.
- E. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Grayson County, Texas.
- F. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- G. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
- H. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- I. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- J. Representations – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.
- K. Compliance with Laws. Engineer represents that it is in compliance with the State laws provided in Exhibit “E”.

SIGNED on the date indicated below.

**CITY OF DENISON, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

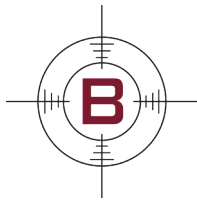
Bobby Atteberry  
Interim City Manager

**THE C.T. BRANNON CORPORATION**

DATE: 02-26-2024

BY:   
V. Pres.

**Exhibit "A"**  
**SCOPE OF SERVICES**



# THE C.T. BRANNON CORPORATION

AQUATIC CONSULTANTS

CIVIL ENGINEERS

AIRPORT CONSULTANTS

## Exhibit A Scope of Services

### SCHEMATIC DESIGN

- Review site survey provided by City of Denison.
- Review existing plans and structural information.
- Conduct a site visit to audit the pool structure and pool equipment.
- Conduct a field investigation of building MEP systems.
- Provide digital copies of Schematic Design plans to City.

### DESIGN DEVELOPMENT

- Select, size, and design supplementary water treatment system to reduce chloramines.
- Perform structural analysis of existing natatorium enclosure.
- Perform structural analysis and design for repair of the natatorium enclosure to support new HVAC and electrical loads.
- Design HVAC/Dehumidification system for natatorium.
- Prepare Engineer's Opinion of Probable Construction Cost.
- Provide digital copies of Design Development plans to City.

### CONSTRUCTION DOCUMENTS

- Provide mechanical equipment plans and schematics for supplementary water treatment system.
- Provide structural plans for natatorium enclosure repair.
- Provide MEP plans for HVAC/Dehumidification system.
- Provide details for aquatic features, natatorium enclosure, and HVAC/Dehumidification system.
- Prepare detailed specifications for the purchase, fabrication, and construction of aquatic feature systems, natatorium enclosure, and HVAC/Dehumidification systems described above.
- Prepare Engineer's Opinion of Probable Construction Cost.
- Provide digital copies of Construction Documents to City.

### BIDDING & NEGOTIATION

- Prepare bid form for inclusion in City standard bid documents.
- Attend pre-bid meeting.
- Attend bid opening.
- Prepare a bid tabulation.
- Review and comment on the contractor's received bids.
- Review and provide technical assistance to Client Company regarding VE or alternate options proposed by contractors.

### CONTRACT ADMINISTRATION

- Attend pre-construction meeting.
- Review and comment on the contractor's request for supplemental information.
- Provide sketches or other information to clarify the design intent when necessary.
- Review and comment on submittals and requests for substitution.
- Review and respond to permit review comments.
- Perform monthly site visits to observe the work (4 visits anticipated)



AQUATICS CIVIL AVIATION  
**BRANNON CORP**  
ENGINEERING & CONSULTING

1321 SOUTH BROADWAY  
P.O. BOX 7487  
TYLER, TX 75711  
PHONE (903) 597-2122

WWW.BRANNONCORP.COM  
TEXAS REGISTERED ENGINEERING FIRM  
TEXAS REGISTRATION #F-242  
REGISTERED IN: AR, AZ, CO, FL, LA, MS, NE, NM, NV,  
OK, SC, UT

- Perform a final site visit and prepare punch-list.

### **EXCLUSIONS**

We are excluding the following items from our proposal of basic services:

- Architectural design services
- Landscape and Irrigation design services
- Construction or installation services
- Vendor services
- Surveying services including as-built surveys and staking for construction
- Geotechnical services or construction quality control testing
- Construction phase inspections (full time resident inspectors). We do not "inspect" the project, as that term usually refers to a resident, full time inspector who carefully checks every piece of work, every dimension, and the quality of all materials incorporated into the work.
- Any other services not specifically enumerated in this Scope of Services.



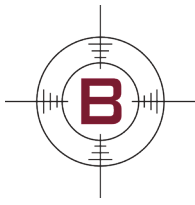
1321 SOUTH BROADWAY  
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**EXHIBIT "B"**  
**SCHEDULE OF WORK**





# THE C.T. BRANNON CORPORATION

AQUATIC CONSULTANTS

CIVIL ENGINEERS

AIRPORT CONSULTANTS

## Exhibit B Schedule

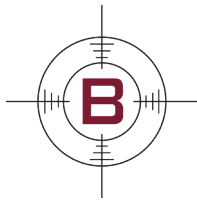
Schematic Design	3 weeks
Design Development	5 weeks
Construction Documents	6 weeks
Bidding & Negotiation	8 weeks
Contract Administration	17 weeks (approximately 4-month duration anticipated)
	<u>39 weeks</u>



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OK, SC, UT

**EXHIBIT "C"**  
**COMPENSATION**



# THE C.T. BRANNON CORPORATION

AQUATIC CONSULTANTS

CIVIL ENGINEERS

AIRPORT CONSULTANTS

## Exhibit C Compensation

### PROFESSIONAL FEES

We propose a lump sum fixed fee based on the following breakdown of phases:

Schematic Design	\$ 58,000
Design Development	\$ 72,750
Construction Documents	\$ 86,000
Bidding & Negotiation	\$ 14,000
Contract Administration	\$ 58,000
	<hr/>
	\$ 288,750

A total fee of **TWO HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$288,750.00)**.



AQUATICS CIVIL AVIATION  
**BRANNON CORP**  
ENGINEERING & CONSULTING

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OK, SC, UT

## Current Hourly Charges for Professional Services

### PERSONNEL

Charges include all salaries, salary expense, overhead and profit.

Principal.....	\$ 210.00
Dual A Operator .....	\$ 150.00
Project Manager .....	\$ 155.00
Licensed Engineer.....	\$ 145.00
Graduate Engineer III .....	\$ 110.00
Graduate Engineer II .....	\$ 95.00
Graduate Engineer I .....	\$ 90.00
Intern .....	\$ 45.00
Civil Technician .....	\$ 120.00
Resident Project Representative .....	\$ 115.00
Construction Services Manager .....	\$ 115.00
Construction Services Technician .....	\$ 85.00
Office Technician.....	\$ 80.00
Clerical .....	\$ 65.00
Subconsultant.....	Cost + 10%

### EXPENSES

Reproduction .....	
B/W 8.5x11 per each .....	\$ 0.15
Colored prints 8.5x11 per each .....	\$ 1.00
Colored prints 11x17 per each .....	\$ 1.50
"C", "D" or "E" size Bond per each.....	\$ 5.00
"C", "D" or "E" size Vellum per each .....	\$ 15.00
"C", "D" or "E" size Mylar Film per each .....	\$ 15.00
Travel per mile .....	\$ 0.67 + 10%
Lodging and meals (Out of town trips).....	Cost + 10%
Scanning	
"C", "D" or "E" sized Scanning of original per sheet (does not include plot) .....	\$ 2.00

Special contracted services such as reproduction, aerial photography, GPS (Global Positioning Satellite) surveys, contract surveying, geotechnical investigations, project models and artists renderings, and contract project representation is billed at the amount invoiced to us plus ten percent (10%).

February 26, 2024



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REGISTERED IN: AR, AZ, CO, FL, LA, MS, NE, NM, NV,  
OK, SC, UT



## Dallas/Fort Worth Office

2024

### HOURLY RATE SHEET

#### Engineering/Architecture

Principal	\$325.00
Sr. Project Manager	\$285.00
QA Manager	\$300.00
Design Principal	\$310.00
Sr. Structural Engineer	\$270.00
Project Manager	\$240.00
Sr. Civil Engineer	\$250.00
Sr. Mechanical Engineer	\$250.00
Sr. Electrical Engineer	\$250.00
Civil Engineer	\$200.00
Structural Engineer	\$200.00
Mechanical Engineer	\$200.00
Electrical Engineer	\$200.00
Plumbing Engineer	\$200.00
EIT	\$155.00
Sr. Architect	\$250.00
Sr. NL Architectural Staff	\$170.00
NL Architectural Staff	\$135.00
Architect	\$175.00
Architect Intern 1	\$110.00
Architect Intern 2	\$120.00
Architect Intern 3	\$145.00
Sr. Landscape Architect	\$195.00
Landscape Architect	\$155.00
Landscape Architect Intern	\$115.00
Sr. Planner	\$300.00
Planner	\$165.00
Planner Intern	\$130.00
Sr. Sustainability Professional	\$175.00
Sustainability Professional	\$145.00
Sr. Designer	\$175.00
Designer	\$140.00
Sr. CADD Technician	\$160.00
CADD Technician	\$110.00

#### Interior Design

Sr. Interior Designer	\$ 155.00
Interior Designer	\$ 125.00
Interior Designer Intern	\$ 100.00

#### Survey

Survey Manager	\$240.00
Sr. Project Surveyor	\$200.00
Project Surveyor	\$150.00
Sr. Survey Technician	\$130.00
Survey Technician	\$120.00

#### Survey Crews

1-Person Survey Crew	\$120.00
2-Person Survey Crew	\$180.00
3-Person Survey Crew	\$205.00

#### Construction

Sr. Construction Manager	\$220.00
Construction Manager	\$200.00
Resident Engineer	\$155.00
Sr. Resident Project Representative	\$200.00
Resident Project Representative	\$160.00
Sr. Construction Inspector	\$155.00

#### Administrative

Sr. Project Support	\$115.00
Project Support	\$100.00

#### Reimbursable Expenses

Consultants	Cost + 10%
Other Direct Costs	Cost + 10%
Mileage	<b>IRS Standard Business Mileage Rate</b>

\*\*Subject to Annual Escalation

**EXHIBIT "D"**

**INSURANCE REQUIREMENTS**

Contractors performing work on CITY OF DENISON property or public right-of-way shall provide the CITY OF DENISON a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF DENISON. Contractors shall provide CITY OF DENISON evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor’s policy. Work shall not commence until insurance has been approved by CITY OF DENISON.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best’s rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF DENISON reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

<b>TYPE OF INSURANCE</b>	<b>AMOUNT OF INSURANCE</b>	<b>PROVISIONS</b>
<b>1. Workers’ Compensation Employers’ Liability</b>	Statutory Limits per occurrence	CITY OF DENISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
<b>2. Commercial General (Public) Liability</b> to include coverage for: a) Premises/operations b) Independent contractors c) Products/completed operations d) Contractual liability e) Personal injury f) Explosion, collapse, underground g) Broad form property damage, to include fire legal liability	Bodily injury and property damage of \$2,000,000.00 per occurrence, \$4,000,000.00 general aggregate, and \$4,000,000 in umbrella liability coverage	<u>CITY OF DENISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
<b>3. Business Auto Liability</b> to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence or its equivalent	<u>CITY OF DENISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.

4. Professional Liability Insurance	In an amount not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.	
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Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be faxed to the Purchasing Department.

Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Denison.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Denison, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Denison, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Denison, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Denison and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Denison with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF DENISON, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF DENISON within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF DENISON. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid#: \_\_\_\_\_  
 Company: The C.T. Brennan Corporation  
 Printed Name: Robert A. Breedlove  
 Signature: [Handwritten Signature] Date: 02-26-24



# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion, and take action on awarding a proposal and entering into a contract with Walker Frozen Ice LLC for Shaved Ice Services at Texoma Health Foundation Park (Contract Number 2024-0046) and authorize the Interim City Manager to execute the same.

## Staff Contact

Justin Eastwood, Director of Parks and Recreation  
jeastwood@cityofdenison.com  
903-465-2720 Ext. 2513

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## Summary

- Staff initiated a request for proposals and invited proposals for the 2024-2025 Shaved Ice Services at Texoma Health Foundation Park on February 26, 2024.
- The program scope of work covers comprehensive products and services, days and hours of operation, business experience and references, and remuneration for the City of Denison.
- The City received proposals from one vendor, Walker Frozen Ice LLC.
- Staff assessed and awarded Walker Frozen Ice LLC a high overall score.

## Staff Recommendation

Staff recommends entering into an agreement with Walker Frozen Ice LLC.

## Recommended Motion

“I move to approve awarding a proposal and entering into a contract with Walker Frozen Ice LLC for the 2024-2025 Shaved Ice Services at Texoma Health Foundation Park and authorize the Interim City Manager to execute the same.”

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## Background Information and Analysis

Historically, the Parks and Recreation Department has identified the need to have Shaved Ice Services available at THF Park during high-volume programs and activities. As of recent, multiple shaved ice vendors have inquired about providing the same service at the park. Due to the high demand of vendor requests, a RFP was created to solicit vendors, and Walker Frozen Ice was the lone vendor to submit a proposal. The City of Denison has had a great working relationship with Walker Frozen Ice and is recommending moving forward with their services at THF Park.

## Financial Considerations

The remuneration for the City of Denison by Walker Frozen Ice LLC is in the amount of 23%, which is above the minimum amount of 20%.

## Prior Board or Council Action

None.

## Alternatives

Council can reject the proposal from Walker Frozen Ice LLC and instruct staff to re-advise on either choosing an alternate proposer or have staff create an alternative program and go back out for RFP.

**VENDOR LICENSE AGREEMENT  
FOR USE OF TEXOMA HEALTH FOUNDATION PARK**

This VENDOR LICENSE AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF DENISON, TEXAS** ("City"), a home-rule municipal corporation of the State of Texas, and Walker Frozen Ice, LLC, a Texas limited liability company, ("Licensee"). City and Licensee shall be collectively referred to herein as the "Parties", and individually a "Party".

**RECITALS**

**WHEREAS**, the City owns Texoma Health Foundation Park located at 3801 South US Highway 75 in Denison, Texas 75090 and depicted on Exhibit "A", attached hereto and incorporated herein for all purposes ("THF Park"); and

**WHEREAS**, Licensee is a Texas limited liability company established to provide shaved ice and other commercial services to the public; and

**WHEREAS**, the City desires to promote and utilize the Services (as defined below) offered by Licensee; and

**WHEREAS**, the Parties desire to enter into this Agreement to establish the roles and obligations of each Party; and

**WHEREAS**, the City desires to provide Licensee with use of THF Park for the purposes stated herein and in accordance with the terms of this Agreement.

**WHEREAS**, in consideration of the mutual promises and covenants herein and the payment to be made from City to Licensee, Licensee agrees to perform all services as set forth in the City's Request for Proposals for 2024 Shaved Ice Services for THF Park, in accordance with the Contract Documents listed below, but generally described as shaved ice services in THF Park (the "Services").

The "Contract Documents" consist of the following items, which items, Licensee acknowledges have previously been provided to or created by Licensee and which items are incorporated into this Agreement by reference as though fully set out in this Agreement:

- A. This Agreement;
- B. City's Request for Proposals including all attachments, specifications, and all addenda issued prior to execution of this Agreement;
- C. Licensee's Executed Proposal in response to City's Request for Proposals;
- D. Proposer's Affidavit of Non-Collusion;
- E. Conflict of Interest Questionnaire Coversheet;
- F. Conflict of Interest Questionnaire;
- G. All modifications to Contract Documents issued after execution of this Agreement and accepted by the City and Contractor in writing; and
- H. All required Insurance Certificates, and affidavits.

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

## **AGREEMENT**

### **ARTICLE 1. LICENSED PREMISES**

- 1.1. For and in consideration of the “License Fee” (as hereinafter defined) to be paid hereunder and other valuable promises, covenants, and agreements, the City hereby grants to Licensee a non-exclusive right to use and occupy a portion of THF Park facilities, which are depicted in Exhibit “B” attached hereto and incorporated herein for all purposes (“Licensed Premises”). Licensee shall use the Licensed Premises solely for the purposes of conducting the Services in accordance with the terms of this Agreement.
- 1.2. This Agreement does not constitute a sale, lease, assignment or disposal of THF Park in any means whatsoever but is merely intended to grant the Licensee the right to use the Licensed Premises in accordance with the terms stated herein.

### **ARTICLE 2. TERM AND TERMINATION**

- 2.1. This Agreement shall begin on April 1, 2024 and expire on March 31, 2025, (the “Initial Term”) unless terminated earlier pursuant to the terms of this Agreement. At the end of the Initial Term, the City shall have the sole right and option to renew for four (4) one (1) year terms (each a “Renewal Term” and collectively, the “Term”) upon thirty (30) days’ written notice to the Licensee prior to the expiration of the Initial Term or then-current Renewal Term, as the case may be. Licensee’s use of the Licensed Premises shall not be continuous through the Initial Term or any Renewal Term but shall be restricted to a schedule as agreed upon by both the Licensee and the City.
- 2.2. In the event that Licensee fails to comply with any of the terms and conditions of this Agreement, City shall have the right, without notice, to declare the Agreement immediately terminated. In the event of such termination, all rights and privileges of the Licensee shall cease and terminate, and Licensee shall immediately vacate the Licensed Premises. All funds owed to the City shall be due and payable by Licensee no later than the tenth (10th) calendar day after the date of termination.
- 2.3. Either Party may terminate this Agreement, with or without cause, with thirty (30) days’ written notice to the other Party as set forth in Section \_\_\_\_ below.

### **ARTICLE 3. PERMITTED USES**

- 3.1. The Licensee shall have full use of the Licensed Premises during the Term to conduct the Services, which include activities reasonably necessary to facilitate the commercial provision of Services provided by Licensee to THF Park users.

- 3.2. Any and all activities and uses hereunder are subject to all applicable laws, rules and regulations, and approval by the Parks and Recreation Director, or their designee (“Director”).

**ARTICLE 4.  
RESPONSIBILITIES OF THE PARTIES**

4.1. City's Duties.

a. City staff will:

- i. Ensure maintenance and upkeep of the Licensed Premises.
- ii. Provide and pay for any utility connections or usage of the Licensee associated with this Agreement.

4.2. Licensee's Duties.

a. Licensee's staff and its subcontractors shall, at its sole cost and expense:

- i. Comply with and cause the Licensed Premises to comply with: (i) all valid federal, state, local and other governmental laws, ordinances, rules, orders and regulations generally affecting the Licensed Premises, including all rules, regulations, and requirements of Grayson County, the City and its Police, Fire, Code Compliance and Parks and Recreation Departments, (ii) any and all requirements specifically made by the City Fire Marshal in connection with this Agreement, or a part thereof or the use thereof, and (iii) all rules, orders, and regulations of the National Board of Underwriters or other body exercising similar functions in connection with the prevention of fire or the connection of hazardous conditions that apply to the Licensed Premises. If applicable, Licensee shall comply with the requirements of all policies of insurance which, at any time, may be in force with respect to the Licensed Premises (other than any policies obtained by City and not approved in writing by Licensee) and, to the extent that Licensee has written notice thereof, with the provisions of any contracts, agreements, and restrictions affecting the Licensed Premises or a part thereof or the ownership, occupancy, or use thereof that exist as of the date this Agreement is executed.
- ii. Ensure that no Licensee-associated vehicles (including, but not limited to, vehicles being used by vendors, sponsors, subcontractors, crewmembers, or patrons) drive or park off designated roadways and on to turf areas unless expressly approved in advance by the Director.
- iii. Provide for the removal of all structures, including, but not limited to, tents, of any kind placed on the Licensed Premises by the Licensee in connection with the Services prior to the expiration of this Agreement.

**ARTICLE 5.  
CONSIDERATION**

- 5.1. In consideration for Licensee's right to use the Licensed Premises for the purposes stated herein for the Initial Term, the Licensee agrees to pay the City a license fee equal to twenty three percent (23%) of fees collected each month ("License Fee") by Licensee for performance described in the Agreement. City reserves the right to audit or review Licensee's records to ensure accuracy of report. The License Fee shall be paid on or before the 10<sup>th</sup> day following the close of each month and shall be made by check or credit card, with checks being made payable to the "City of Denison."
- 5.2. The consideration for each additional Term beyond March 31, 2025 may vary; therefore, any consideration to be paid by the Licensee to the City for the right to use the Licensed Premises for any subsequent Term shall be set forth in a written amendment to this Agreement. If the Parties cannot come to a mutual agreement of the consideration to be paid to the City for the Licensee's right to use the Licensed Premises thirty (30) days before the start of a Term, then this Agreement shall automatically terminate.

**ARTICLE 6.  
ACCEPTANCE AND PROTECTION OF LICENSED PREMISES**

- 6.1 Licensee covenants and agrees that it shall take the Licensed Premises as it finds them and that it will leave the Licensed Premises in as good or better condition than that which exists prior to Licensee's use of the Licensed Premises, normal wear and tear from usage excepted. Licensee further covenants and agrees that it will not do or permit to be done any injury or damage to any of said Licensed Premises or suffer any waste to the Licensed Premises, normal wear and tear from usage excepted; but in the event any damage is done, Licensee hereby covenants and agrees to reimburse City therefore promptly. Licensee shall keep and maintain the Licensed Premises in a good, clean, and sanitary condition at all times. Licensee shall be responsible for all damages caused by Licensee, its agents, servants, employees, contractors, subcontractors, licensees, or invitees, normal wear and tear from usage excepted; Licensee agrees to fully repair or otherwise cure all such damages at Licensee's sole cost and expense. The City shall determine whether any damage has been done, the amount of the damage, and the reasonable costs of repairing the damage. Any damage for which Licensee is responsible hereunder shall be repaired or replaced by the Licensee within thirty (30) days of receipt of written notification from the City; all such repairs or replacements must be made to the reasonable satisfaction of the City.

**ARTICLE 7.  
ADVERTISING**

No banners, advertisements, or signs may be hung from trees, fences, or buildings or be displayed on the Licensed Premises without the express permission of the Director. In addition, Licensee covenants and agrees that no decorative or other material shall be nailed, tacked, screwed, or otherwise physically attached to any part of the City's property without the consent of the Director. Location and content of such advertisements and announcements are subject to the approval of the Director.

**ARTICLE 8.  
COPYRIGHT COMPLIANCE**

- 8.1. Licensee agrees to assume full responsibility for complying with the Federal Copyright Law of 1978 (17 U.S.C. 101, et seq.) and any Regulations issued hereunder including, but not limited to, the assumption of any and all responsibilities for paying royalties which are due for the use of copyrighted works in Licensee's performances or exhibitions to the copyright owner, or representative or said copyright owner. City expressly assumes no obligations, implied or otherwise, regarding payment or collection of any such fees or financial obligations. City specifically does not authorize, permit, or condone the performance, reproduction, or other use of copyrighted materials by Licensee or its agents or licensees without the appropriate licenses or permission being secured by Licensee in advance. It is further agreed that **LICENSEE SHALL DEFEND, INDEMNIFY AND HOLD CITY HARMLESS FOR ANY CLAIMS ARISING FROM NONPAYMENT TO LICENSING AGENCIES, INCLUDING, BUT NOT LIMITED TO, ASCAP, BMI, AND SESAC OR DAMAGES ARISING OUT OF LICENSEE'S INFRINGEMENT OR VIOLATION OF THE COPYRIGHT LAW AND/OR REGULATIONS.** City expressly assumes no obligation to review or obtain appropriate licensing, and all such licensing shall be the exclusive obligation of the Licensee.

**ARTICLE 9.  
NON-DISCRIMINATION**

Licensee agrees that during use of the Licensed Premises, Licensee will not subject anyone to discrimination in any way because of the person's financial status, race, color, creed, national origin, age, disability, sex, religion, or marital status. No one can be excluded from the Event or denied the benefits of the Services because of financial status, race, color, creed, national origin, age, disability, sex, religion, or marital status.

**ARTICLE 10.  
LIABILITY AND INDEMNIFICATION**

- 10.1. City and Licensee mutually covenant and agree that City shall not be liable or responsible for any property placed on the Licensed Premises.
- 10.2. **LICENSEE SHALL AND DOES AGREE TO RELEASE, INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS CITY AND CITY'S EMPLOYEES, REPRESENTATIVES, OFFICERS, AGENTS, AND SERVANTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS, LIABILITIES, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGMENTS AND EXPENSES, (INCLUDING, BUT NOT LIMITED TO, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION), OF ANY NATURE, KIND OR DESCRIPTION ARISING OR ALLEGED TO ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY (1) RELATING TO THE USE OR OCCUPANCY OF THE LICENSED PREMISES BY LICENSEE, ITS EMPLOYEES, PATRONS, AGENTS, INVITEE, LICENSEES, VOLUNTEERS, SUBCONTRACTORS, AND ANY PARTY USING THE LICENSED PREMISES**



**OR (2) BY REASON OF ANY OTHER CLAIM WHATSOEVER OF ANY PERSON OR PARTY OCCASIONED OR ALLEGED TO BE OCCASIONED IN WHOLE OR IN PART BY ANY ACT OR OMISSION ON THE PART OF LICENSEE OR ANY INVITEE, LICENSEE, EMPLOYEE, DIRECTOR, OFFICER, SERVANT, VOLUNTEER, OR CONTRACTOR OF LICENSEE, OR ANYONE LICENSEE CONTROLS OR EXERCISES CONTROL OVER OR (3) BY ANY BREACH, VIOLATION OR NONPERFORMANCE OF ANY COVENANT OF LICENSEE UNDER THIS AGREEMENT.**

- 10.3. **LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO LICENSEE'S OBLIGATIONS UNDER THIS SECTION 10, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY EXEMPLARY OR PUNITIVE DAMAGES FOR BREACH OF CONTRACT.**

**ARTICLE 11.  
INSURANCE**

- 11.1. Licensee covenants and agrees to obtain and keep in force and to ensure its contractors, as applicable, keep in force during the term of this Agreement one or more policies of insurance as follows:

a) **Commercial General Liability**

- a. \$1,000,000 each occurrence
- b. \$2,000,000 aggregate

b) **Automobile Liability**

- a. \$1,000,000 each accident on a combined single limit, or
- b. \$250,000
- c. \$500,000
- d. Property Damage
- e. Bodily Injury per person per occurrence

c) **Worker's Compensation/Industrial Insurance:** Limits as required by the State of Texas

A commercial business policy shall provide coverage on "Any Auto," defined as autos owned, hired and non-owned, when said vehicle is used in the course of the Services licensed herein.

- 11.2. Terms and Conditions Applicable to All Insurance

- a) Certificates of insurance evidencing all required insurance shall be delivered to the City at least two weeks prior to the Initial Term and any subsequent Term

- b) Applicable policies shall be endorsed to name the City as an Additional Insured thereon, as its interests may appear. The term “City” shall include its employees, officers, officials, agents, and volunteers as respects the contracted Services.
- c) Certificate(s) of insurance shall document that insurance coverage specified in this Agreement are provided under applicable policies documented thereon.
- d) Any failure on the part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.
- e) A minimum of thirty (30) days' notice of cancellation or material change in coverage affecting the required lines and limits of insurance shall be provided to the City. Ten (10) days' notice shall be acceptable in the event of non-payment of premium. Notice shall be sent to the City Manager at the address in Section 15.5.
- f) Insurers for all policies must be authorized to do business in the State of Texas and have a minimum rating of A:VII in the current A.M. Best Key Rating Guide or have reasonably equivalent financial strength and solvency to the satisfaction of the City's Risk Management Division.
- g) Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the City in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups must also be approved. Dedicated financial resources or letters of credit may also be acceptable to the City.
- h) Applicable policies shall each be endorsed with a waiver of subrogation in favor of the City.
- i) The City shall be entitled, upon its request and without incurring expense, to review the Licensee's insurance policies including endorsements thereto and, at the City's discretion, the Licensee may be required to provide proof of insurance premium payments.
- j) The Commercial General Liability insurance policy shall have no exclusions by endorsements that have effect on the lines and limits of insurance required in this Agreement, unless the City approves such exclusions.

**ARTICLE 12.**  
**COMPLIANCE WITH LAW AND POLICIES**

- 12.1. Licensee covenants and agrees that it shall not engage in any unlawful use of the Licensed Premises. Licensee further agrees that it shall not permit its officers, agents, servants, employees, contractors, subcontractors, patrons, licensees or invitees to engage in any unlawful use of the Licensed Premises and Licensee shall immediately remove from the Licensed Premises any person engaging in such unlawful activities. Unlawful use of the Licensed Premises by Licensee itself shall constitute an immediate breach of this Agreement.

- 12.2. Licensee shall comply with all City regulations, policies, and specific requirements for the Services and shall coordinate with City staff with regard to arrangements for site use. Licensee covenants and agrees that during any Term of this Agreement that if the City calls to the attention of Licensee any such violation on the part of Licensee or any person employed by or admitted to said Licensed Premises by said Licensee, then Licensee shall immediately desist from and correct such violation or vacate the Licensed Premises.
- 12.3. Each Party shall be responsible for obtaining and maintaining any and all applicable permits, licenses, or approvals necessary to fulfill its own individual obligations under this Agreement in accordance with any local, state, or federal statutes, rules, or regulations.

**ARTICLE 13.  
RIGHT OF ENTRY**

- 13.1. At all times during any Term of this Agreement, City shall have the right, through its agents and representatives, to enter into and upon the Licensed Premises at any time to fulfill its obligations herein and during reasonable business hours for the purpose of examining and inspecting the same for the purpose of determining whether Licensee shall have complied with all of its obligations hereunder in respect to the use of the Licensed Premises.
- 13.2. During any inspection, City may perform any obligations that City is authorized or required to perform under the terms of this Agreement or pursuant to its governmental duties under federal state or local laws, rules, or regulations.

**ARTICLE 14.  
LIMITATION OF LANDOWNERS' LIABILITY**

- 14.1. Licensee agrees, consents and acknowledges that City is a Landowner under the Recreational Use Statute, C.P. R.C., § 75.001 et seq., or other applicable law, and does not waive any immunity or limitation for liability by entering into this Agreement nor would have entered into this Agreement if this provision were not applicable or enforceable.

**ARTICLE 15.  
MISCELLANEOUS PROVISIONS**

- 15.1. Immunity. The Parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 15.2. Assignment/Non-Transferable. The Parties agree that neither this Agreement nor the work to be performed or Services provided hereunder will be assigned or transferred without the prior written consent of the City of Denison.
- 15.3. Successors and Assigns. The Parties, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

- 15.4. Execution and Consideration. This Agreement is executed by the Parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 15.5. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile or a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To City of Denison:

City of Denison  
ATTN: City Manager  
300 W. Main Street  
Denison, Texas, 75020

With Copy to:

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

To Licensee:

Walker Frozen Ice LLC  
c/o Frank and Natalie Walker  
12288 Country Road 290  
Anna, Texas 75409

- 15.6. Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
- 15.7. Fiscal Funding Out. If, for any reason, at any time during any term of this Agreement, the City Council fails to appropriate funds sufficient for the City to fulfill its obligations under this Agreement, the City may terminate this Agreement pursuant to this section following (i) delivery by the City of written notice of the City's intention to terminate or (ii) the last date for which funding has been appropriated by the City Council for the purposes set forth in this Agreement.

- 15.8. Independent Contractor. Licensee shall operate hereunder as an independent contractor as to all rights and privileges herein contained and nothing herein shall be construed as creating a partnership or joint enterprise between Licensee and City.
- 15.9. Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.
- 15.10. Parties Bound. The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.
- 15.11. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.
- 15.12. Incorporation of Recitals. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of the Parties.
- 15.13. Entire Agreement. This Agreement (including all attachments, schedules, and exhibits attached hereto) contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified, amended or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. The subject matter of this Agreement is for the use of the Licensed Premises only and not any other matters that may exist between the Parties past, present or future.
- 15.14. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Grayson County, Texas.
- 15.15. Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 15.16. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
- 15.17. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 15.18. Force Majeure. Neither Licensee nor the City shall be required to perform any term, condition, or covenant in the Agreement so long as performance is delayed or prevented

by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not reasonably within the control of the Party and which by the exercise of due diligence the Party is unable, wholly or in part, to prevent or overcome.

15.19. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

15.20. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.21. Representations. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its legal counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

LICENSEE

CITY OF DENISON, TEXAS

\_\_\_\_\_  
Frank Walker, Managing Member  
Walker Frozen Ice LLC.

\_\_\_\_\_  
Bobby Atteberry, Interim City Manager

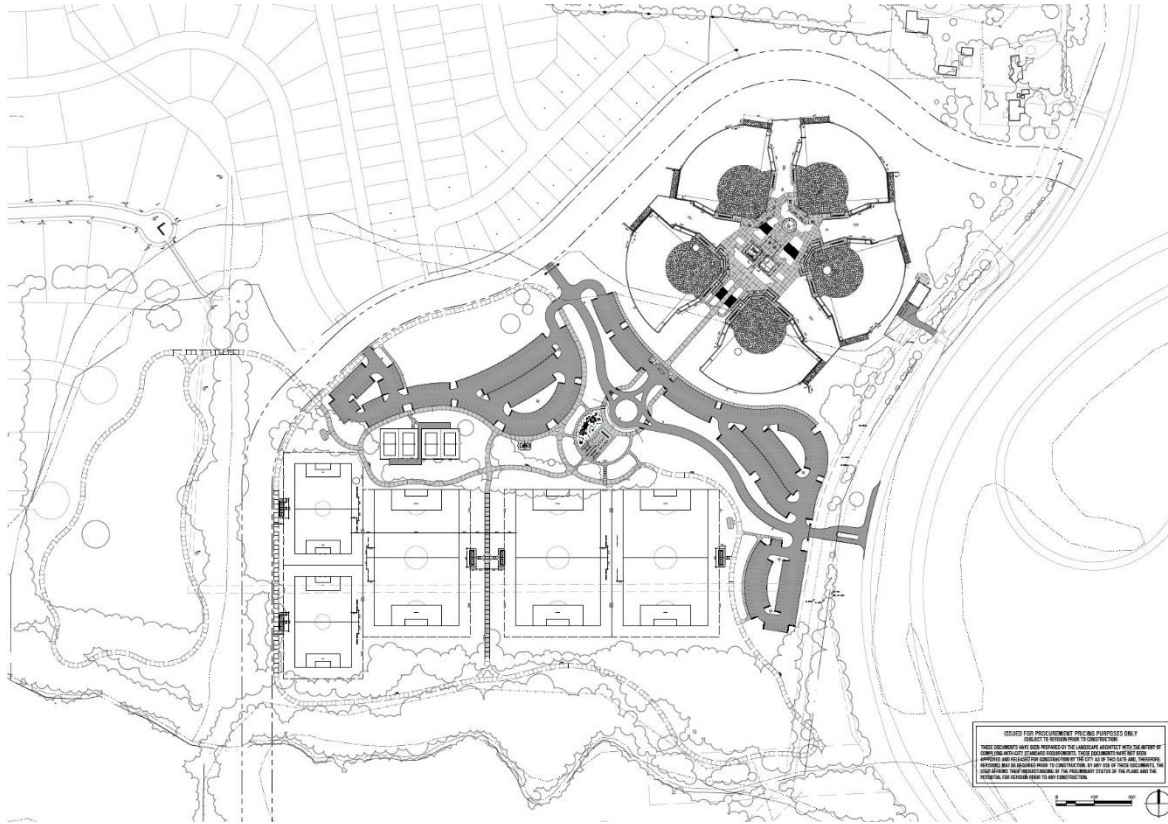
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ATTEST:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

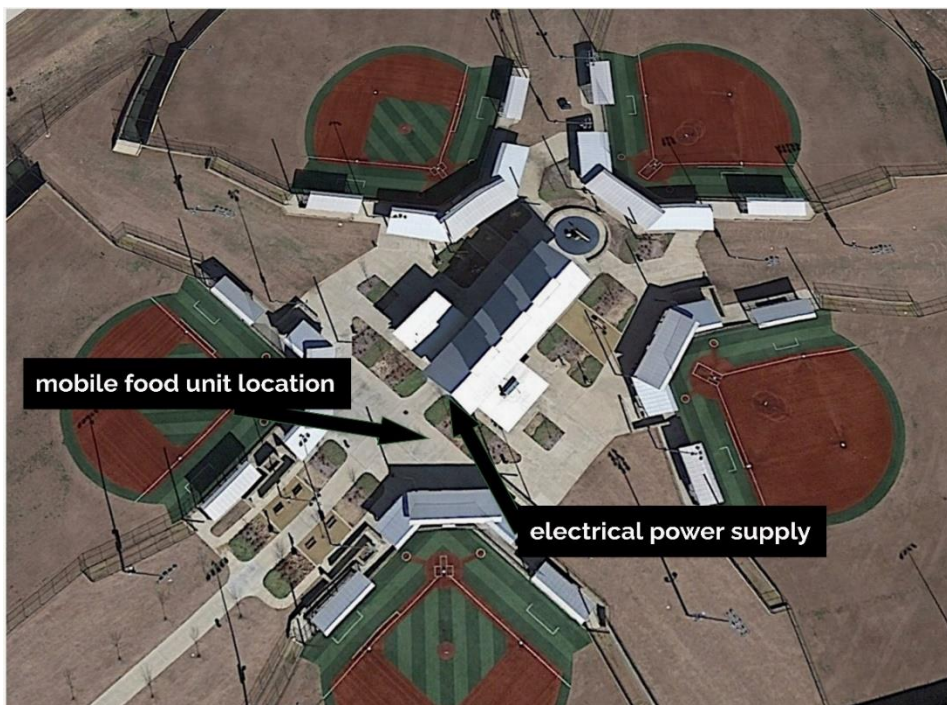
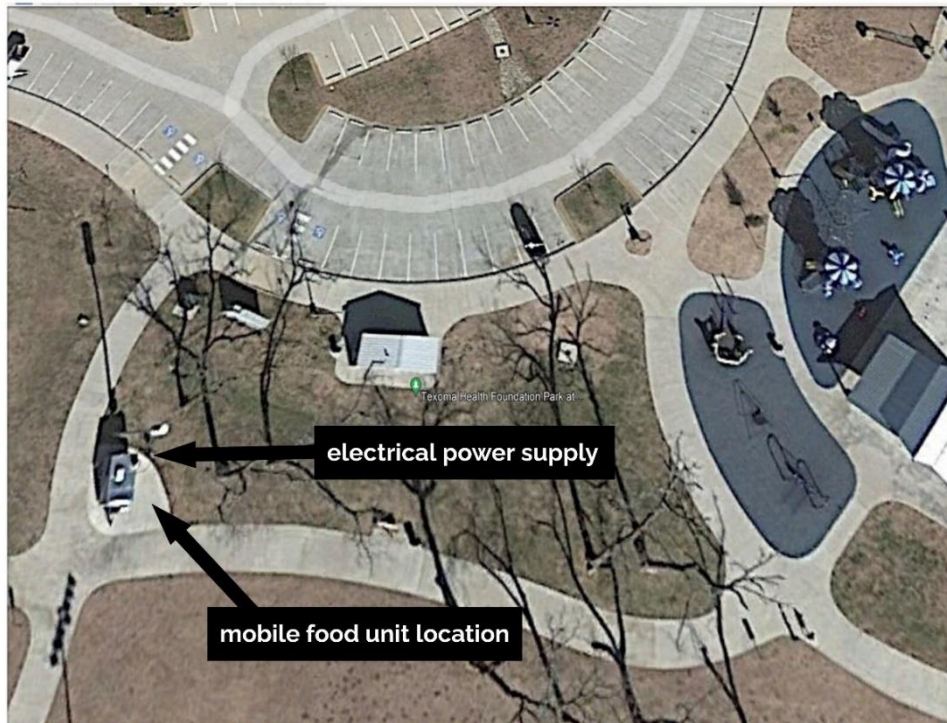
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Christine Wallentine, City Clerk

# EXHIBIT "A" THE PARK





**EXHIBIT "B"**  
**LICENSED PREMISES**



# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion, and take action on an Interlocal Agreement with Grayson County for improvements to a portion of Juanita Drive (Contract No. 2024-0042) in the amount of \$58,464.08.

## Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@cityofdenison.com

903-647-3335

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## Summary

- This Interlocal Agreement (ILA) will contact Grayson County to make improvements to Juanita Drive from approximately MacGregor to Randell.
- Under the ILA, Grayson County will trim trees and bush, replaced two damaged culverts, and chipseal the road. The City will remove cleared brush.
- The City will pay Grayson County \$58,464.08 for equipment, materials, and labor.

## Staff Recommendation

Staff recommends approval of the item.

## Recommended Motion

“I move to approve Interlocal Agreement with Grayson County for improvements to a portion of Juanita Drive (Contract No. 2024-0042) in the amount of \$58,464.08.”

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## Background Information and Analysis

Grayson County and the City have been in discussion regarding the substandard condition of a portion of Juanita Road from approximately MacGregor to Randell Road. Grayson County will provide labor, materials, and equipment under this agreement, clearing brush, trimming trees, applying a chip seal to the road, and replacing two damaged culverts. The City will pay Grayson County \$58,646.08 for the work and will also pick-up the cleared brush. The partnership will improve the road for City and County residents and visitors.

## Financial Considerations

This project will be paid for with funds from the Streets and Sidewalks Fund 015.

## Prior Board or Council Action

None

## Alternatives

Council may deny or table the item.

**INTERLOCAL AGREEMENT**

**BETWEEN CITY OF DENISON AND GRAYSON COUNTY, TEXAS**

The Grayson County Commissioners Court in compliance with Section 791 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, hereby authorizes and approves this agreement for the proposed project.

This agreement for contracted road work is entered into by The City of Denison acting by and through its agent mayor, and the County acting by and through its duly sworn County Judge to become effective on the latest date executed.

**TYPE OF PROJECT:** Juanita Road rebuild and two course chip seal

**LOCATION OF PROJECT:** Juanita Road from approx. MacGregor to Randell

**COST OF PROJECT:** \$58,464.08 – see attached

This agreement is executed to be effective on the latest date signed

**By:**

**Date:**

\_\_\_\_\_  
Janet Gott, City of Denison Mayor

**GRAYSON COUNTY, TEXAS**

**By:**

**Date:**

\_\_\_\_\_  
Bruce Dawsey, Grayson County Judge

**PCT4 ESTIMATION FORM**

<b>PROJECT: JUANITA DR</b>				
<b>EQUIPMENT</b>	<b>RATE</b>	<b>HOURS</b>	<b>SUB-TOTAL</b>	
BROOM	48.00	4.00	\$192.00	
BRUSH CUTTER	56.00	24.00	\$1,344.00	
CHIP SPREADER	84.00	6.00	\$504.00	
			\$0.00	
DUMP TRAILER 20YDS	84.00	100.00	\$10,920.00	
DUMP TRAILER 6YDS	63.00	24.00	\$2,520.00	
			\$0.00	
FOREMAN	26.00		\$0.00	
GRADALL	105.00	8.00	\$840.00	
LOADER(RUBBER TIRE)	84.00	8.00	\$672.00	
LOW BOY	69.00	4.00	\$276.00	
MOTORGRADER	105.00	40.00	\$4,200.00	
OIL DISTRIBUTOR	119.00	6.00	\$714.00	
COMPACTOR(RUBBER TIRE)	63.00	30.00	\$1,890.00	
COMPACTOR (STEEL WHEEL)	63.00	30.00	\$1,890.00	
MIXER / RECLAIMER	165.00		\$5,775.00	
			\$0.00	
			\$0.00	
WATER TRUCK	69.00	30.00	\$2,070.00	
WINCH TRUCK	63.00	2.00	\$126.00	
		<b>TOTAL SUM</b>	<b>\$33,933.00</b>	
<b>MATERIALS</b>	<b>RATE</b>	<b>AMOUNT</b>	<b>SUB-TOTAL</b>	
LIMESTONE BASE ROCK	11	1,125.00	\$12,375.00	
OIL - AC 10	2.5	3,000.00	\$7,500.00	
			\$0.00	
			\$0.00	
5/8" COVER STONE	20	100.00	\$2,000.00	
CULVERT FEE(S) 30" x 30'	2	1,328.04	\$2,656.08	
HAULING (MILEAGE ONEWA)			\$0.00	
		<b>TOTAL SUM</b>	<b>\$24,531.08</b>	
		<b>GRAND TOTAL</b>	<b>\$58,464.08</b>	
PROJECT FOOTAGE(FEET)	1,800' long x 20' wide			
ESTIMATE PER FOOT	\$1.62			
CITY IS RESPONSIBLE FOR HAULING OFF BRUSH				

# City Council Meeting Staff Report



April 1, 2024  
Regular Council Meeting

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## Agenda Item

Receive a report, hold a discussion, and take action on the approval of the purchase of a Vermeer Hydrovac trailer, with a total purchase amount of \$61,076.35, from Vermeer Texas, and authorize the Interim City Manager to execute any associated documents.

## Staff Contact

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

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## Summary

- Hydrovac trailers are commonly used in Public Works to perform potholing excavation work for utility maintenance purposes.
- The Meter Services division of Public Works has a need for a small portable Hydrovac trailer to perform line locations and meter box cleaning.
- The proposed purchase will provide Meters with an appropriately sized Hydrovac trailer to allow them to be more efficient performing work tasks.

## Staff Recommendation

Staff recommends approval of this purchase.

## Recommended Motion

“I move to approve the of the purchase of a Vermeer Hydrovac trailer, with a total purchase amount of \$61,076.35, from Vermeer Texas, and authorize the Interim City Manager to execute any associated documents.”

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## Background Information and Analysis

The Meter Services division of Public Works is tasked with the installation and maintenance of all potable water service meters. The division is frequently tasked with locating buried water service lines and meter boxes. One efficient method of performing this work is using a trailer mounted Hydrovac assembly that makes quick work of potholing soil to physically locate these. The assembly combines a high-pressure water source with a vacuum. Spoils from the potholing are transferred into a trailer mounted tank for disposal off site. The proposed purchase will provide the division with an appropriately sized machine and will allow them to be more efficient and effective in the maintenance of customer meters and service lines.

The cooperative purchase program proposal from Vermeer Texas is for a Vermeer EV150 Hydrovac trailer equipped with a 27 HP Kohler gasoline engine, 150-gallon debris tank, 3,000 PSI water system, and a valve exerciser. If approved, the Hydrovac trailer will be available for delivery in July of this year.

**Financial Considerations**

The Hydrovac trailer was budgeted for in the FY2024 budget as a capital purchase and will be financed.

**Prior Board or Council Action**

None.

**Alternatives**

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



**Vermeer Texas-Louisiana**  
 3025 State Highway 161  
 Irving, TX 75062  
 Ph: (972) 255-3500  
 vermeertexas.com

**Please remit to:**  
 Vermeer Texas-Louisiana  
 PO Box 227283  
 Dallas, TX 75222-7283

**Ship To:** IN STORE PICKUP

**Invoice To:** CITY OF DENISON  
 300 W MAIN ST  
 DENISON TX 75020

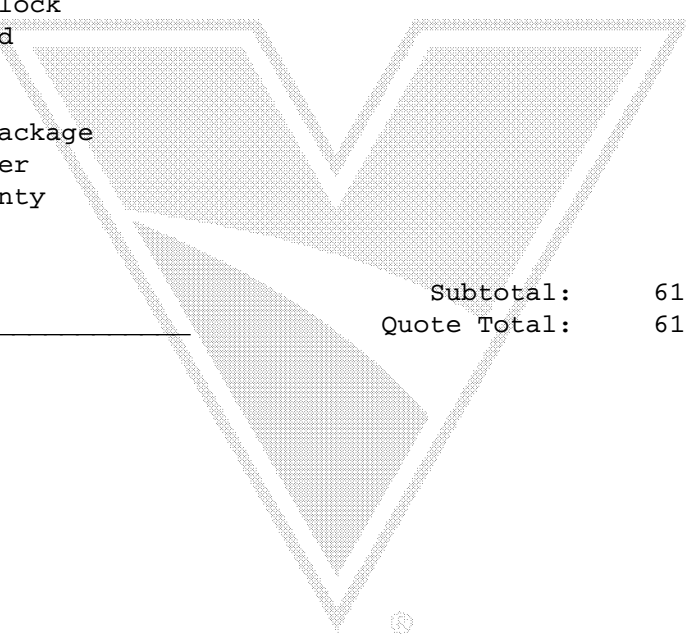
Branch 01 - IRVING		
Date 03/20/2024	Time 20:25:01 (O)	Page 1
Account No DENIS002	Phone No 9033573451	Est No 02 Q06750
Ship Via	Purchase Order QUOTE	
Tax ID No		
JARED DAVIS	Salesperson 145 / 536	

**EQUIPMENT QUOTE - NOT AN INVOICE**

Description	** Q U O T E **	EXPIRY DATE: 04/18/2024	Amount
Vactron EV150 with 27Hp Kohler gas engine 580 CFM vacuum pump 150 gallon debris tank with hydraulic tilt 3,000Psi @ 4 GPM high pressure water system 5 gallon fuel tank 40 gallon water tank 30'x3" suction hose and suction tool Manual door with spin wheel lock Water Knife and clean up wand Air gap to fill from hydrant 3" LED directional board FlowMaster valve exerciser package 3,500 GVWR single axle trailer 3 year parts and labor warranty BuyBoard contract 684-22			61076.35

Subtotal: 61076.35  
 Quote Total: 61076.35

Authorization: \_\_\_\_\_



Good for thirty (30) days from date of quote.

**Thank You For Your Business!**



# EV 150 VACUUM EXCAVATOR



**HYDRAULIC TILT TANK.** Efficiently offload debris.



**40 GALLON WATER TANK.** Has 40 gal (151 L) of fresh water with 4 gpm (15 L/min) @ 3,000 psi water pump.



**FLOWMASTER (OPTION).** The FlowMaster option can be used to hydraulically exercise water valves and hydrants, making sure they will work properly in times of need.



**I BEAM TRAILER.** Units are built from start to finish at our factory, including the trailer which consists of a sturdy I beam construction.



# EV 150 VACUUM EXCAVATOR

DIMENSIONS - SKID	
Length	150 in (381 cm)
Width	55 in (140 cm)
Height	46 in (117 cm)
Empty weight	1,800 lb (816 kg)
DIMENSIONS - TRAILER	
Length	196 in (498 cm)
Width	72 in (188.9 cm)
Height	60 in (152.4 cm)
Empty weight	2,100 lb (953 kg)
GVWR	3,500 lb (1,587.6 kg)
Trailer axles	(2) 3,500 lb (1,587.6 kg)
ENGINE	
Make and model	Kohler EFI gas
Enclosure	N/A
Horsepower	27 hp (20 kW)
Fuel tank capacity	5 gal (19 L)
WATER TANK	
Water tank capacity	40 gal (151 L)
Number of Tanks	1
High pressure pump flow rate	4 gpm (15 L/min)
High pressure pump	3,000 psi (207 bar)
High pressure jetter hose length	50 ft (15.2 m)
Low water shutoff	Yes
SPOIL TANK	
Spoil tank capacity	150 gal (567.8 L)
Door type	Manual wheel-locking system
Tank lift type	Hydraulic tilt
VACUUM	
Type of filters	.5 micron
Hose length	30 ft (9.1 m)
Hose width	3 in (7.9 cm)
Vacuum	580 cfm (985 m <sup>3</sup> /hr)
Vacuum blower type	PD blower
Vacuum mercury	13 in hg (.3 bar)
CONTROL PANEL	
Controls	Curbside
Gauges	Analog
OPTIONS (FOR ALL)	

- FlowMaster - also offered with auxiliary hydraulics
- Air gap

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# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion, and take action on rejecting all bids received for the 2023 THF Park - Parking Improvements and authorize staff to revise and readvertise an Invitation to Bid.

## Staff Contact

Chip Egger, Parks Administrative Superintendent

[gegger@cityofdenison.com](mailto:gegger@cityofdenison.com)

903-465-2720 Ext. 2097

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## Summary

- Staff initiated an Invitation to Bid for the 2023 THF Park - Parking Improvements Project.
- The project's scope of work includes mobilization, concrete demolition, grading, purchasing and installation of concrete, landscaping, and purchase and installation of irrigation system renovations.
- Bids were opened on November 6, 2023.
- The City received bids from three contractors, including one for \$354,000, one for \$543,199, and one for \$333,334.59. Prior to entering into an agreement, the lowest responsive bidder formally requested an additional 8.5% be added into the contract amount.
- None of these amounts are manageable within the project budget.

## Staff Recommendation

Staff recommends rejecting all bids for the 2023 THF Park - Parking Improvements and to revise and re-advertise an Invitation to Bid.

## Recommended Motion

"I move to reject all bids for the 2023 THF Park - Parking Improvements and authorize staff to revise and readvertise an Invitation to Bid."

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## Financial Considerations

The bids received in the amounts of \$354,000.00, \$543,199.00, and \$333,334.59 + 8.5% (\$361,668.03) are not within budget.

## Prior Board or Council Action

None.

## Alternatives

None.

**2023 THE PARKING IMPROVEMENTS  
BID TABULATION  
Bid Opening: November 6, 2023 – 2:30 PM**

<b>BIDDER</b>	<b>BID BOND</b>	<b>TOTAL BASE BID</b>
SYB Construction 421 Compton Avenue Irving, TX 75061	✓	\$543,199.00
Piazza Construction 2811 Woodlawn Blvd. Denison, TX 75020	✓	\$354,000.00
Greeniverse 5101 E. University Drive, Suite 605 Denton, TX 76208	✓	\$333,334.59

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone a ± 3,114.1-acre tract of land more commonly known as being located at the northwest corner of SH 84 and FM 406, from the Agricultural (A) District to a Planned Development Overlay District established as a freestanding Planned Development to allow for a mixed-use development. (Case No. 2024-012PD)

## Staff Contact

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

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## Summary

- In 2013, the subject property was annexed into the City of Denison.
- Property is zoned Agricultural (A). Applicant wishes to rezone to a Planned Development Overlay District to allow for a mixed-use development.
- The master planned community will include several residential uses, adequate open space, trail connectivity and non-residential uses.

## Staff Recommendation

City staff recommends approval of the Planned Development Overlay District.

## Recommended Motion

"I move to approve the subject property being rezoned to a Planned Development Overlay District, established as a freestanding Planned Development, to allow for a mixed-use development."

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## Background Information and Analysis

The applicant is requesting a rezone of the subject property from the Agricultural (A) District to a Planned Development Overlay District, established as a freestanding PD, to allow for the development of a master planned community named Preston Harbor. Exhibit B – *Concept Plan* of the attached Preston Harbor Planned Development District (PD) document depicts an approximate location of each use that will be developed within the 3,114.1 acre-tract of land.

Preston Harbor is located, as depicted via Exhibit A – *Area Location Map* of the Preston Harbor Planned Development District document, along the west side of FM 84 and north of FM 406 with a substantial amount of shoreline along Lake Texoma to the west. It is the intent of the PD document to develop a variety of residential types throughout the property and to provide non-residential uses along the perimeter of the property while less intense non-residential uses are developed throughout the residential neighborhoods and clustered in mixed-use areas.

A variety of residential uses are listed in Exhibit D-*Residential Permitted Uses* of the Preston Harbor Planned Development District document. Development standards such as, but not limited to, lot size, lot width, lot depth, minimum setbacks and exterior building material requirements are listed within the PD

document. These standards are established specific to each use type titled as residential, townhome and multi-family within the document.

There shall be no maximum number of dwelling units for any particular area or development within the Property, however, the cumulative number of dwelling units at build-out shall not exceed ten thousand (10,000) dwelling units.

Areas to be developed as non-residential will allow for the development of a variety of non-residential uses all of which are listed in Exhibit E – *Non-Residential Permitted Uses* of the Preston Harbor Planned Development District document. Non-residential areas are required to meet specific development standards.

Temporary uses listed within the Preston Harbor Planned Development District document are allowed when appropriate and for the length of time detailed within the document.

Landscaping shall comply with the provisions set forth in Section 28.51. of the City of Denison Zoning Ordinance. Given the topography and natural landscape of the property, natural areas may be included within Landscape Plans and counted towards any landscape requirement for development other than single-family detached and duplex lots. A full list of landscape and tree preservation requirements and deviations from Section 28.51. of the City of Denison Zoning Ordinance are detailed within the Preston Harbor Planned Development District document.

All fence, screening and wall regulations shall comply with Section 28.53. of the City of Denison Zoning Ordinance with a deviation related to multi-family and non-residential uses which may be revised through approval of a Site Plan.

All signage within the Preston Harbor development will comply with standards set forth within Chapter 19 – Signs, of the City of Deison Code of Ordinances except for the deviations listed within the PD document.

This PD reflects the intent that Preston Harbor be developed in a manner that offers walkability, connectivity, and multi-modal options. Hike and bike trails and a golf cart path will be constructed in addition to typical vehicular infrastructure providing residents and visitors multi-transit opportunities. Additionally, the property is intended to be planned and constructed in a manner that ensures adequate open and park spaces. Open space, both active and passive, will be provided throughout the entire development. In addition to the development of open space, the PD establishes a Park Dedication fee of two hundred and fifty dollars (\$250) per dwelling unit. All parkland and open space shall be dedicated via plat to one or more of the property or homeowners' associations or the Lake Texoma Municipal Utility District for maintenance purposes. Open Space and the Conceptual Trail Plan are depicted in Exhibit B – *Concept Plan* and Exhibit B-1 – *Conceptual Trail Plan* of the Preston Harbor Planned Development District document.

Staff has reviewed the provided Preston Harbor Planned Development District document against the approved Development Agreement and amendments for compliance. All documents' standards and requirements mirror and do not contradict one another.

### **Financial Considerations**

- N/A

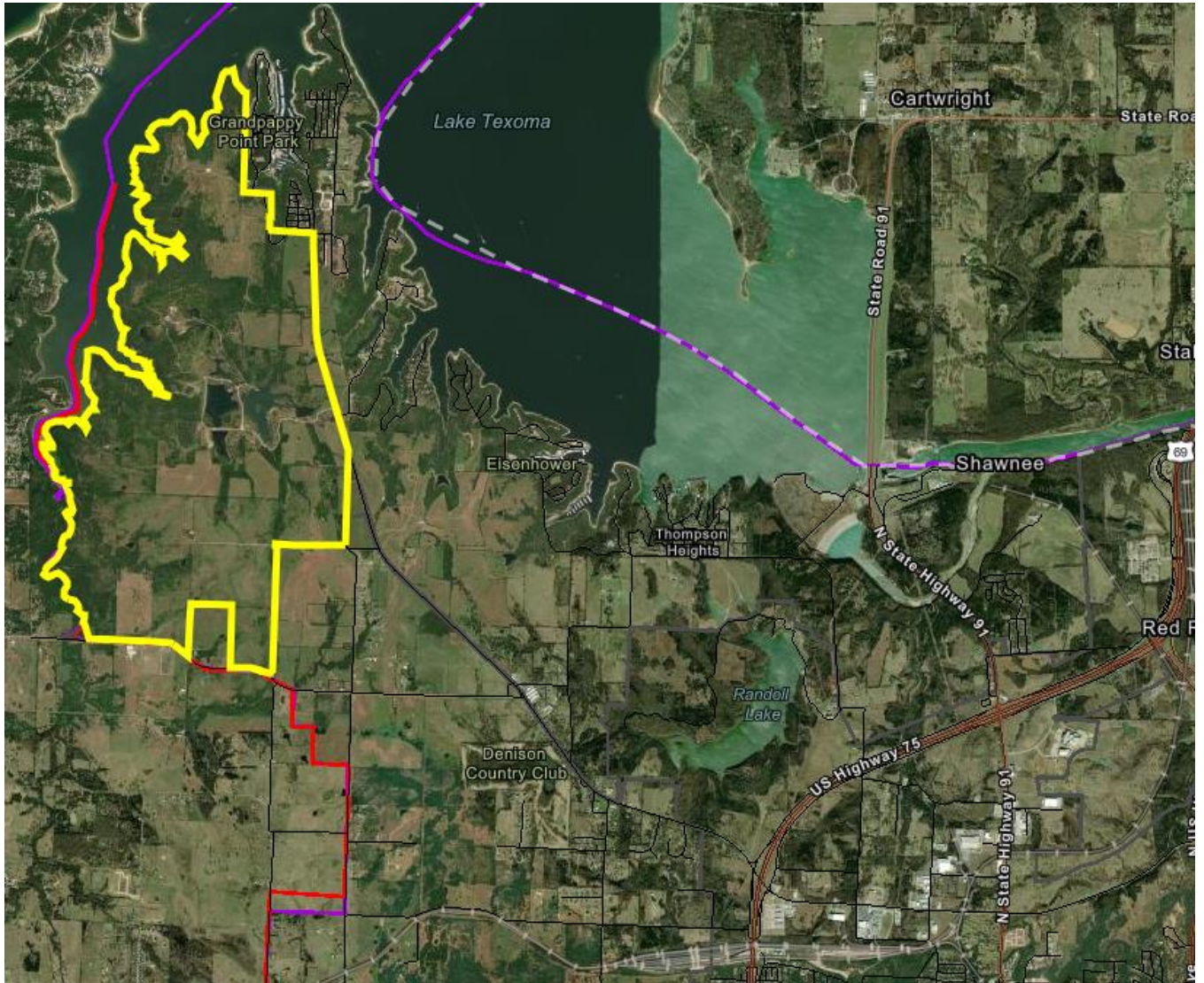
**Prior Board or Council Action**

- City Council approved a Municipal Utility District for the subject property at their meeting held on February 18<sup>th</sup>, 2013.
- City Council approved the annexation request of the subject property at their meeting held on October 7<sup>th</sup>, 2013.
- City Council approved the Development Agreement on May 31<sup>st</sup>, 2023.
- City Council approved the First Amendment to the Development Agreement on December 13, 2023.
- The Planning and Zoning Commission recommended approval of the rezone at their meeting held on March 26<sup>th</sup>, 2024.

**Alternatives**

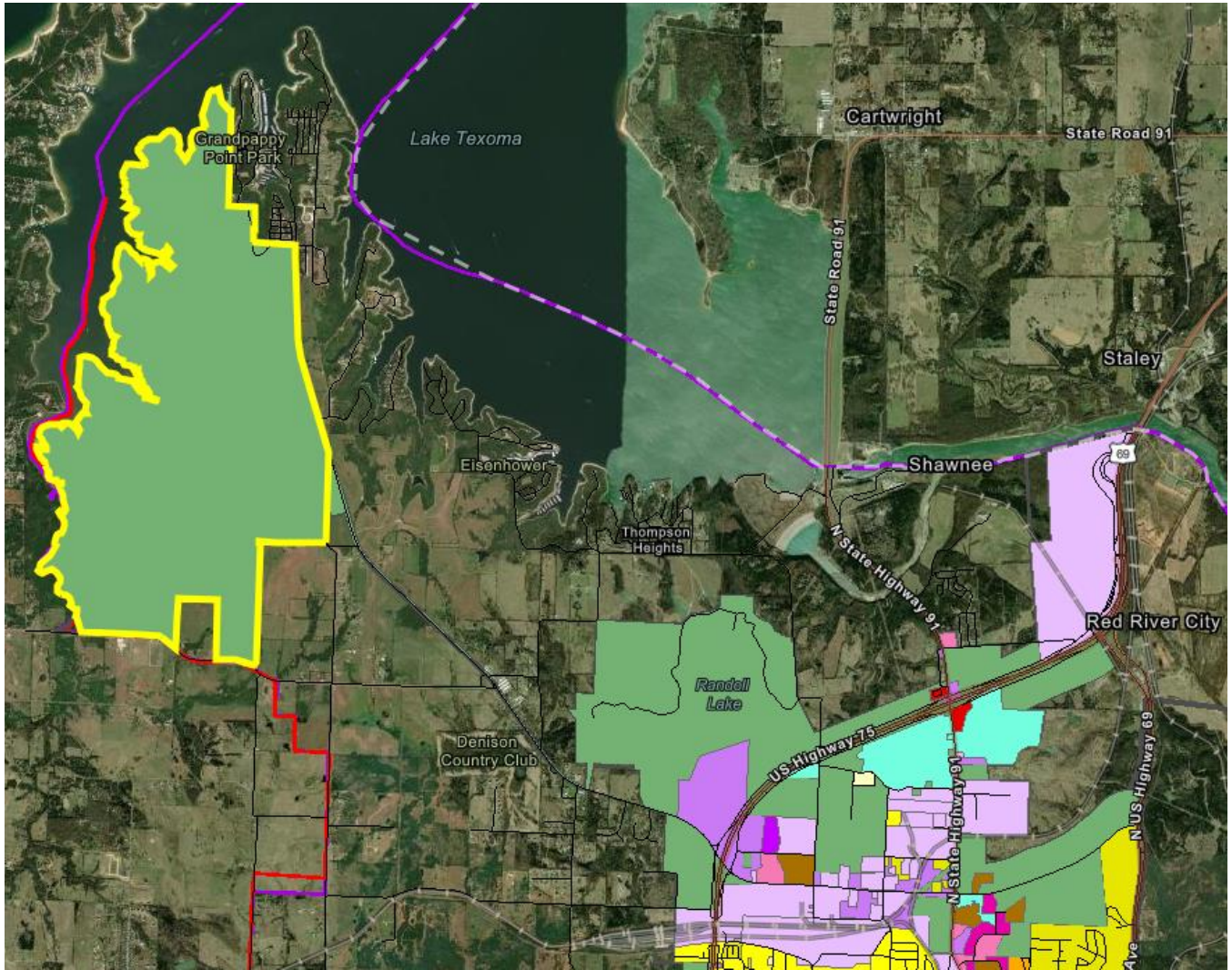
- The City Council may table, recommend denial, or conditionally approve the request.

# Aerial of Subject Property





# Zoning Aerial of Subject Property





PRESTON HARBOR  
PLANNED DEVELOPMENT DISTRICT

I. STATEMENT OF PURPOSE AND INTENT

This 3,114-acre Preston Harbor Planned Development District (PD) document has been prepared pursuant to Denison City Code (Code) Section 28.43.1 as a freestanding Planned Development District. The purpose of this PD is to encourage high-quality development of the Property lying within the City of Denison, Texas (City), by providing additional flexibility to take advantage of unique site characteristics and adjacency to Lake Texoma with a mixture of residential types and non-residential uses accompanied by a high level of amenities to create a quality master-planned community.

II. PROJECT LOCATION/CURRENT CONDITION

The property made the subject of this PD (Property) is bounded by FM 406 on the south, Texas Highway 84 on the east and the waters of Lake Texoma on the north and west. The Property Survey (**Exhibit 1**) and Area Location Map (**Exhibit A**) illustrate the Property's boundaries and location. The Property is currently vacant land lying within the corporate limits of the City, and the land uses proposed by this PD conform to the City's Master/Comprehensive Plan.

III. PROJECT OVERVIEW

This PD will establish minimum development standards within the Property. When there is a conflict between the Code and this PD, this PD will supersede any contrary standards and control over the development. The project shall be developed substantially in accordance with this PD and the attached exhibits as a master-planned community with a network of vehicular, bicycle and pedestrian circulation systems that provide connectivity within the entire project. There will be a diversity of housing types ranging from single-family detached homes to clusters of paired cottages and villas, from townhomes to multiple family, and from active adult living spaces to condominiums, all based upon market-driven forces. The Project will include non-residential uses located primarily along the perimeter of the Property; however, low intensity, non-residential uses and the spaces therefor shall be allowed within the Property at locations shown at the time of platting. Open space, both active and passive, will be provided throughout the development, with golf cart paths and hike and bike trails traversing the Property. Scenic overlooks will be provided from public rights-of-way and from private trails and paths where appropriate.

IV. CONCEPT PLAN; CONCEPTUAL TRAIL PLAN; SITE PLANS

Development of the Property shall conform generally with the Concept Plan attached hereto as **Exhibit B** and the Conceptual Trail Plan attached hereto as **Exhibit B-1**, which are deemed approved upon the approval of this PD by the City Council. Changes to the Concept Plan, except those defined below as "minor changes", shall require approval by the City Council. A change in the overall total number of acres allocated for a particular land use category shown on the Concept Plan that results in a net increase of less than 15 percent of the acreage allocated to such land use category; an adjustment or relocation of public utility infrastructure that does not affect the adequacy of such infrastructure; or any modification that is an interpretation, elaboration, refinement or clarification of any

applicable regulations shall be deemed a minor change that does not require Council action and may be approved by the City Manager or designee following written notice and documentation of the changes. The Conceptual Trail Plan is intended to show how the Property will be connected in a unified manner through the use of a trail system. The location and size of the proposed trails may be amended without City Council approval so long as such amendments do not materially affect the connectivity of the Property and so long as such amendments are approved by the City Manager or designee following written notice and documentation of the amendments.

No site plan approval shall be required for any development within the Property other than multi-family, townhome, or non-residential development. For multi-family, townhome and non-residential development, site plan approval shall be required in accordance with Section 28.13 of the Code (subject to the exceptions contained in Section 28.13.3), and the criteria for approval shall be that the site plan demonstrates compliance with this PD Ordinance.

V. THOROUGHFARES/ACCESS/ROAD CROSS-SECTIONS

The developer intends to construct the two (2) primary streets (Primary Streets) and two (2) secondary streets (Secondary Streets) shown and labeled on the Concept Plan. Street sections for the Primary and Secondary Streets, as well as proposed street sections for interior residential streets, all shown with and without curbs, shall be constructed generally as depicted on **Exhibit C**. Street sections may be modified to accommodate traffic needs, create enhanced visual opportunities for the surrounding areas or impart a specific sense of place upon approval of the City Manager or designee following written notice and documentation of the modification.

VI. SUBDISTRICTS; PERMITTED USES

A. Residential Subdistricts. Permitted uses, including accessory uses incidental thereto, shall include all of those uses listed as Residential on the attached **Exhibit D**.

B. Non-Residential Subdistricts. Permitted uses, including accessory uses incidental thereto, shall include all of those uses listed on the attached **Exhibit E**.

C. Temporary Uses. Temporary uses, including construction offices, temporary concrete/asphalt batching plants and temporary parking areas constructed of gravel or flexbase material are permitted during construction of infrastructure and phasing of improvements on the Property. Model homes/sales offices are permitted as temporary uses until such model home/sales office is sold to a resident and its use as a model home is discontinued or the model home/sales office is removed. A maximum of two HUD-certified manufactured homes may be located on the Property for any purpose necessary for the administration of the Lake Texoma Municipal Utility District No. 1 (District), including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District, which HUD-certified manufactured homes shall be promptly removed when no longer needed for the administration of the District, or any sub-District.

## VII. PARKS/OPEN SPACE

- A. Development of the Property shall be planned and constructed in a manner that ensures adequate park and open space that benefits the needs created by the development of the Property. Park dedication fees and parkland and open space dedications shall be provided as set forth herein.
- B. A park dedication fee of two hundred fifty dollars (\$250) per dwelling unit shall be imposed on all residential development with the Property.
- C. In addition to the payment of park dedication fees, parkland and/or open space shall be dedicated at a rate of one (1) acre of land per fifty (50) dwelling units, subject to a parkland credit of ninety (90) acres, or the equivalent of 4,500 residential units. Proposed areas for parkland and open space dedications are shown on the Concept Plan and the acreages thereof shall apply to the entire Property; no specific parkland or open space requirement shall be placed on individual neighborhoods or sub-developments within the Property.
- D. Parkland may consist of land identified for (1) active park areas, (2) amenity centers serving residents of subdivisions within the Property and (3) public boat ramps with associated parking and amenity areas open to the general public. Open space may consist of (1) accessible areas within the Property that provide scenic views of, or access to, Lake Texoma or any of the inland lakes within the Property, (2) pedestrian walkways, hike and bike trails, and golf cart pathways (including those in dedicated lanes within public streets) and (3) identified preserved natural areas, including inland lakes, undevelopable slopes and land within the 100-year flood plain that is unaltered by channelization.
- E. Parkland and open spaces shall be dedicated by plat to one or more property/homeowners' associations or to the Lake Texoma Municipal Utility District No. 1 or a sub-district thereof which shall be responsible for the maintenance thereof.

## VIII. DEVELOPMENT STANDARDS

### A. General.

In keeping with the intent of this Planned Development to encourage and accommodate a variety of residential products, the development of residential uses within the Property shall comply with the following, which shall be the exclusive lot size, setback, building height, lot coverage, parking, and masonry requirement applicable to development within the Property:

### B. Residential.

- 1. Single Family Detached (includes Duplex).
- 2. Minimum lot size – 2,500 square feet;
- 3. Minimum lot width – 25 feet;
- 4. Minimum lot depth – 80 feet;
- 5. Minimum side yard – 5 feet for centered dwellings, 0 and 10 feet for zero lot line dwellings, and 0 and 5 feet for duplex;

6. Minimum side yard for corner lot – 10 feet;
7. Minimum front or rear building line – none;
8. Minimum floor area per dwelling – none;
9. Minimum setback for garages or accessory structures – none;
10. Maximum height – none;
11. Minimum exterior construction standards shall include stucco and cementitious composition fiberboard as masonry materials.

C. Townhome. The height and area regulations contained in Section 28.26 of the Code shall apply except as indicated below:

1. Minimum lot size – 1,700 square feet;
2. Maximum density – 14 units per net acre;
3. Minimum lot width – 20 feet;
4. Minimum lot depth – 80 feet;
5. Minimum floor area per dwelling unit – none;
6. Minimum floor area per dwelling – none;
7. Maximum height – none;
8. Minimum exterior construction standards shall include stucco and cementitious composition fiberboard as masonry materials.

D. Multi-Family. The height and area regulations contained in Section 28.31 of the Code shall apply except as indicated below:

1. Minimum lot size – 5 acres;
2. Maximum density – 30 units per net acre;
3. Minimum floor area per dwelling unit – none;
4. Minimum side yard setback – 25 feet;
5. Minimum front yard setback – 50 feet;
6. Minimum rear yard setback – 25 feet;
7. Maximum height – none;
8. Minimum exterior construction standards shall include stucco and cementitious composition fiberboard as masonry materials, and metal exterior panels or accent components not exceeding 25% of the gross area on any exterior face of the main structure.

E. Minimum Parking Requirements.

1. Single family and townhome – two (2) off-street parking spaces per dwelling unit, one (1) of which may be provided through a centralized parking cluster located within 1,500 feet of the residence;
2. Multi-family – 1.75 off-street spaces per unit.

F. Non-residential.

Development of non-residential office uses, as defined in Section 28.63.1. of the Code, shall comply with the area regulations in Section 28.33 of the Code, except for the following:

1. Maximum lot coverage – none;
2. Maximum height – none.

Development of non-residential uses other than office located adjacent to FM 406 or State Hwy 84 shall comply with the area regulations in Sections 28.35, except for the following:

3. Maximum floor-to-area ratio- none;
4. Maximum height - none.

Development of non-residential uses other than office in other areas within the Property shall comply with the area regulations in Section 28.34, except for the following:

5. Maximum lot coverage – 60%;
6. Floor-to-Area Ratio – none;
7. Maximum height – none;
8. No restriction on percentage of mandatory parking spaces between the primary structure or building and the front property line.

G. Recreational Complexes.

Development of recreational complexes and amenities designed to serve neighborhoods within the Property, including, but not limited to, parking, screening, outdoor recreational facilities, lighting, and landscaping may vary from the above-stated regulations following the submittal and approval of a site plan showing the variance therefor.

H. Overall Density.

There shall be no maximum number of dwelling units for any particular area, use or development within the Property; however, the cumulative number of dwelling units at build-out shall not exceed 10,000 units.

I. Landscaping. Landscaping shall comply with the provisions of Section 28.51 of the Code, except for the following revisions:

Landscape plans for development of other than single family detached, and duplex lots may include natural areas as delineated thereon and may permit tree, plant materials and irrigation systems to be installed in public rights-of-way without an encroachment agreement with the exception of trees over utility lines. Any grassy areas within the right-of-way that are removed will be re-sodded.

Any tree, plant material or irrigation system component installed in a public right-of-way shall be maintained by a property/homeowner's association or the Lake Texoma Municipal Utility District No. 1 or a sub-district thereof.

Required landscaping along rights-of-way may be satisfied by designating land adjacent to such rights-of-way as natural areas and irrigation thereof shall not be required.

Required trees for single-family detached or duplex lots may be located within a public or private right-of-way adjacent to the front yard as long as the separation required for utilities is provided.

No tree survey shall be required for any development within the Property.

An aerial photograph or depiction of the area subject to the submittal of any plat or site plan for lots developed as single-family residential or duplexes depicting locations of undisturbed natural areas and heritage trees shall constitute a tree preservation plan, if required

Clear-cutting shall be permitted without a permit in areas where the existing topography or the proposed layout of lots for single-family residential or duplexes requires mass grading for the efficient and cost-effective development of such lots as shown on an aerial photograph or depiction and approved by the City Manager or designee. In addition, given the topography of, and existing vegetation on, the Property, there shall be no minimum percentage of caliper inches of protected trees that must be preserved.

Thinning of protected trees shall be allowed without a permit to create enhanced visual opportunities of Lake Texoma and the inland lakes following a thirty (30) day written notification to the city staff and a general depiction of the locations where the thinning will occur. Removal of underbrush and dead trees may be done without a permit.

- J. Fence, screening and wall regulations. The regulations pertaining to fencing, screening and walls in Section 28.53 of the Code shall apply, except required screening for multi-family and non-residential uses may be revised through approval of a site plan.
- K. Signage. All signage within the Property shall comply with Chapter 19 of the Code, except as listed below. Signage shall not be required in any part of the development and may be done solely at the discretion of the developer.

Subdivision entry signs may be placed at the main entry points to the Property and shall be subject to a maximum height of thirty-five feet (35') and an attached or isolated blade sign wall with a maximum size of fifteen feet (15") tall by forty feet (40') feet in length (15'X40').

Property Boundary Monument signs may be placed on the corner or edge of the Property to provide project identity features with a maximum height of thirty-five feet

(35') and an attached or isolated sign blade with a maximum size of fifteen feet (15') tall by forty feet in length (15'X40').

Secondary entry monument signs may be placed at secondary entry points to the Property with a maximum height of twenty-five feet (25') and an attached or isolated sign blade wall with a maximum size of fifteen feet (15') tall by forty (40') feet in length (15'X40').

Residential entry monument signs may be placed at the entry points to residential subdivisions within the Property with a maximum height of fifteen feet (15') and an attached or isolated sign blade wall with a maximum size of fifteen feet (15') tall by forty feet (40') in length (15'X40').

Community center monument signs may be placed at the community center with a maximum height of ten feet (10') and an attached or isolated sign blade wall with a maximum size of eight feet (8') tall by twenty-five feet (25') in length (8'X25').

Parks monument signs not to exceed twelve feet (12') feet in height may be placed at parks located throughout the Property.

Directional/Information signs not exceeding eight feet (8') in height may be placed to direct residents to various parks or trails located throughout the Property; additionally, informational signs about wildlife, wellbeing messaging and navigation not to exceed eight feet (8') in height may be placed throughout the Property.

## IX. MISCELLANEOUS

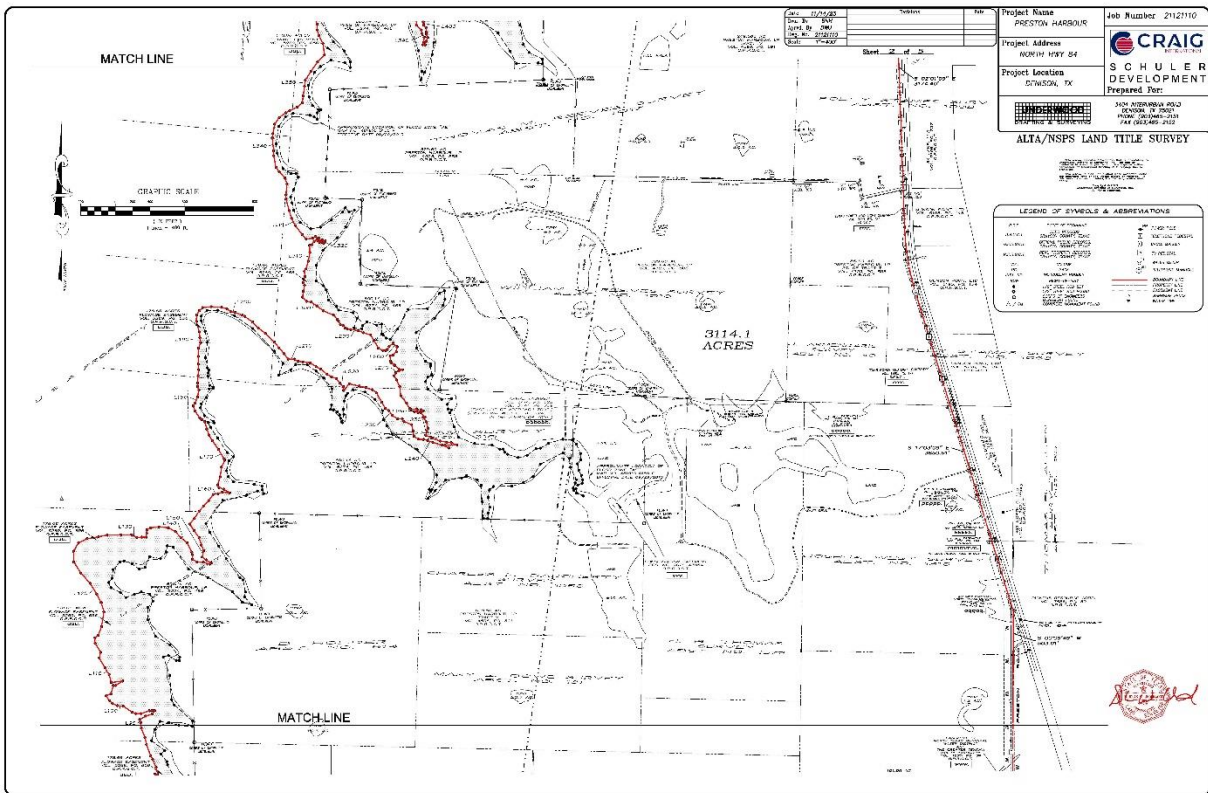
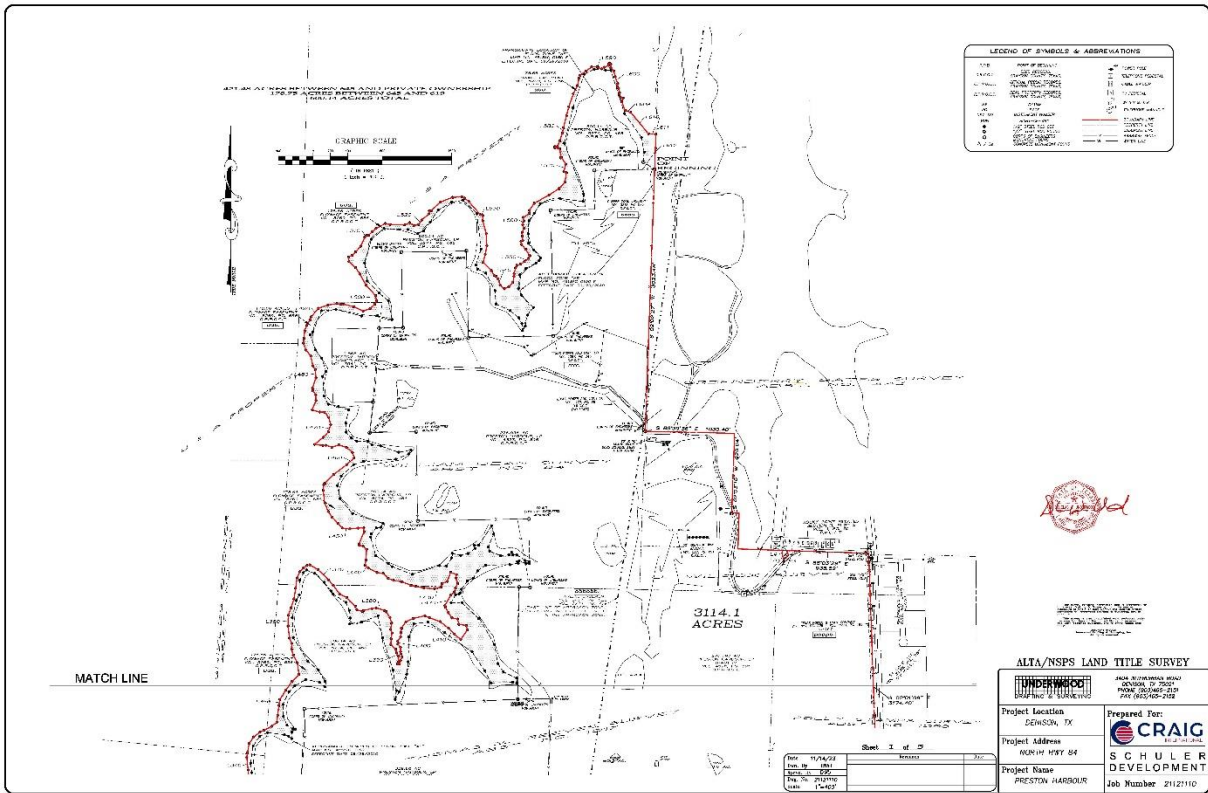
### A. Variances from City Code

1. Consistency. This PD is generally consistent with the Comprehensive Plan, the Future Land Use Map, the Major Thoroughfare Plan, and applicable law. By adoption of this PD, the Comprehensive Plan, the Future Land Use Map and the Thoroughfare Plan are amended to be consistent with this PD and such modifications shall supersede any contrary standards imposed by the Denison City Code of Ordinances.
2. References to the City Code or Code shall mean the Code of Ordinances of the City of Denison, Texas, as the same exists on the date of adoption of this Planned Development Ordinance or as it may be amended in the future.<sup>54</sup>
3. Exhibits. The exhibits attached are incorporated herein for all purposes. The exhibits are not construction drawings, and the final construction drawings for the project approved by the City may differ in detail from the exhibits, but the final approved construction drawings shall control over the exhibits and, when approved, are deemed to substantially conform with the design intent of the PD Plan.



4. Certificates of Occupancy/Final Acceptance of Infrastructure. The issuance of certificates of occupancy for any structure or final acceptance of infrastructure shall be confirmation of satisfaction with this PD plan for the relevant items.
5. Notice and Option to Cure. The City shall provide written notice to the owner/developer and reasonable opportunity (not less than 30 days) to cure any alleged violation under the PD. Violations are limited to the platted lot where the violation occurs. The violation by the owner of one platted lot shall not affect any other platted lot or the owner thereof.
6. Once the first plat within the Property is approved then the Concept Plan shall never lapse.

Exhibit 1  
Survey



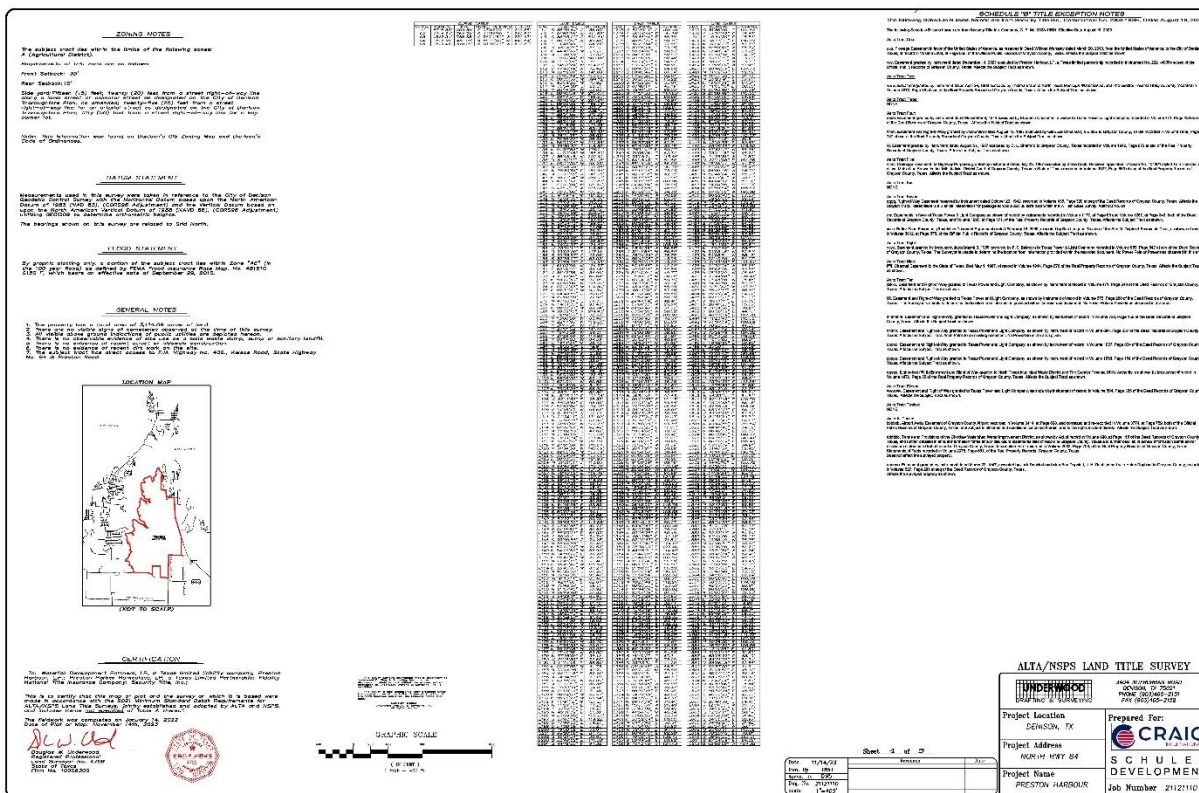
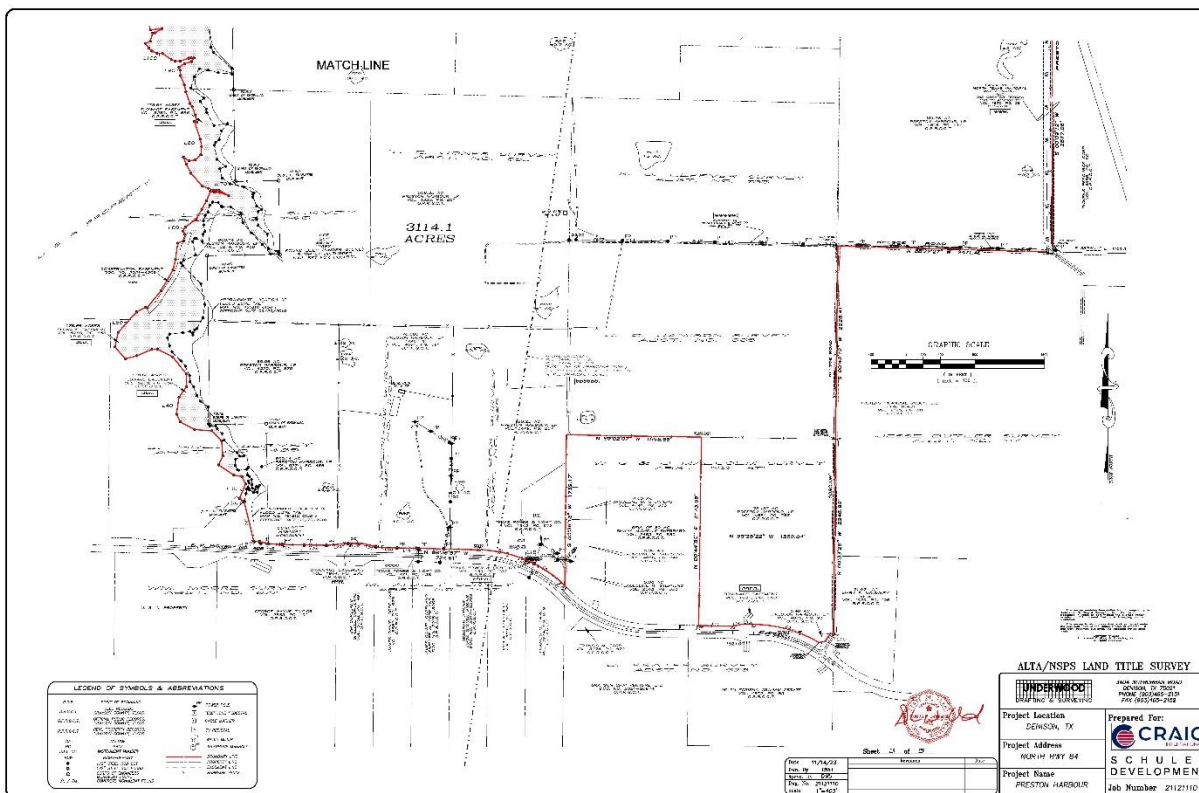
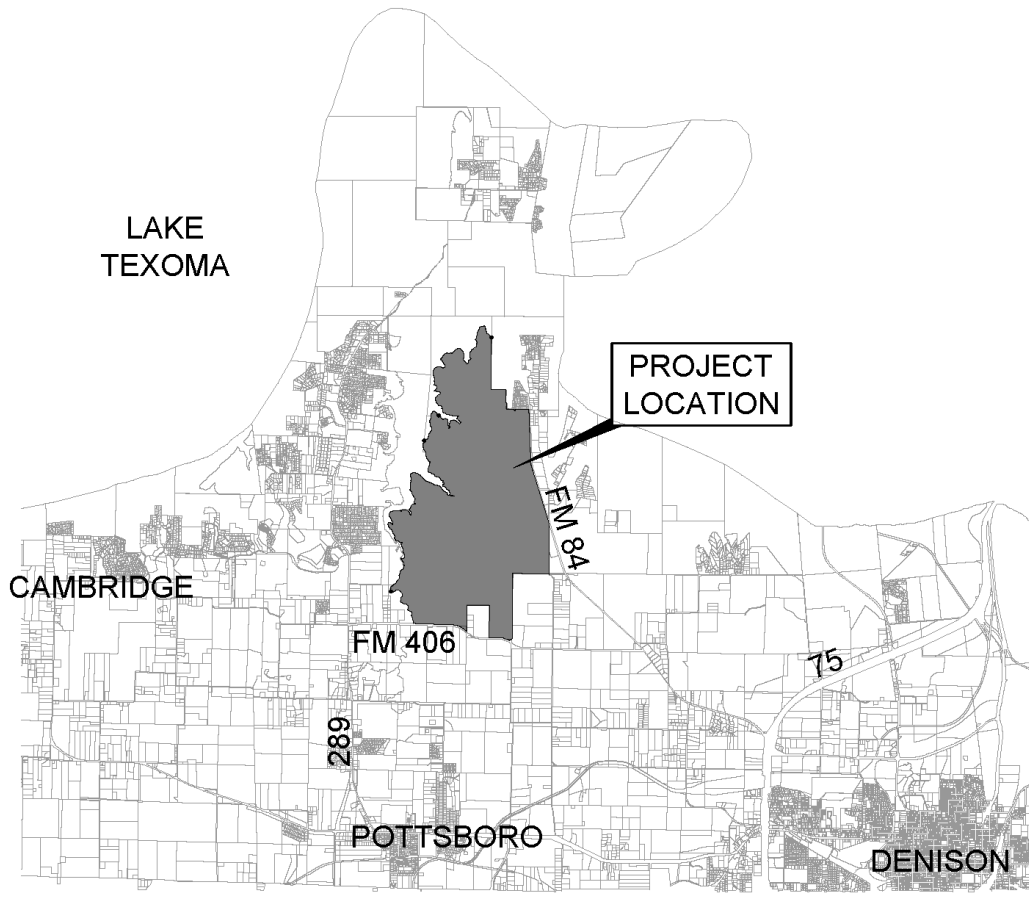






Exhibit A  
Area Location Map



**AREA LOCATION MAP**

SCALE 1:10,000

**Preston Harbor**  
Denison, Texas  
February 2024

**Kimley»Horn**  
13425 Noel Rd  
Suite 700  
Dallas, Texas 75240  
972-335-3580  
State of Texas Registration No. F-928  
NOTE: THIS PLAN IS FOR REFERENCE ONLY AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE HELP OF A SURVEYOR, ENGINEER, ARCHITECT, OR OTHER PROFESSIONAL.

Exhibit B  
Concept Plan



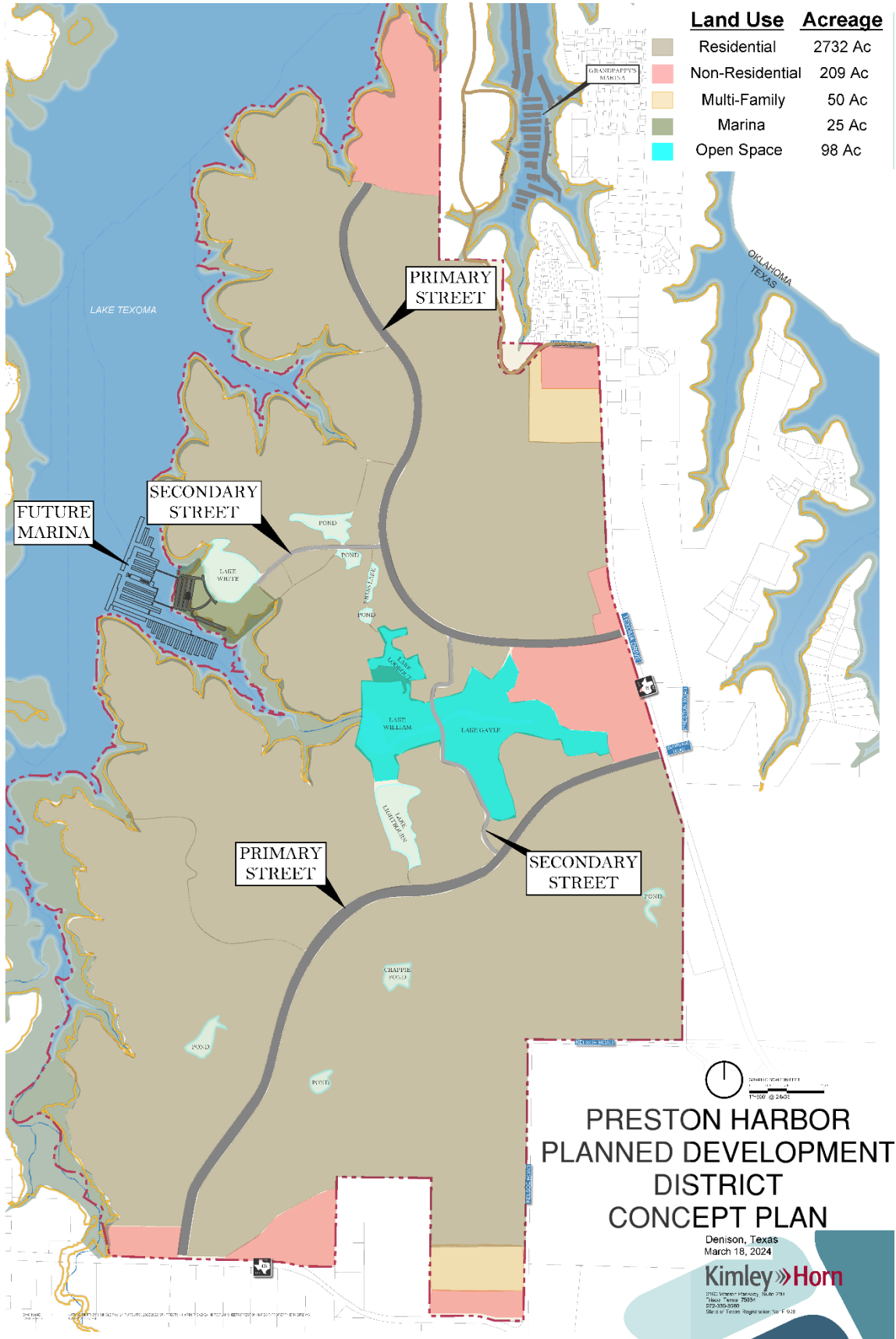
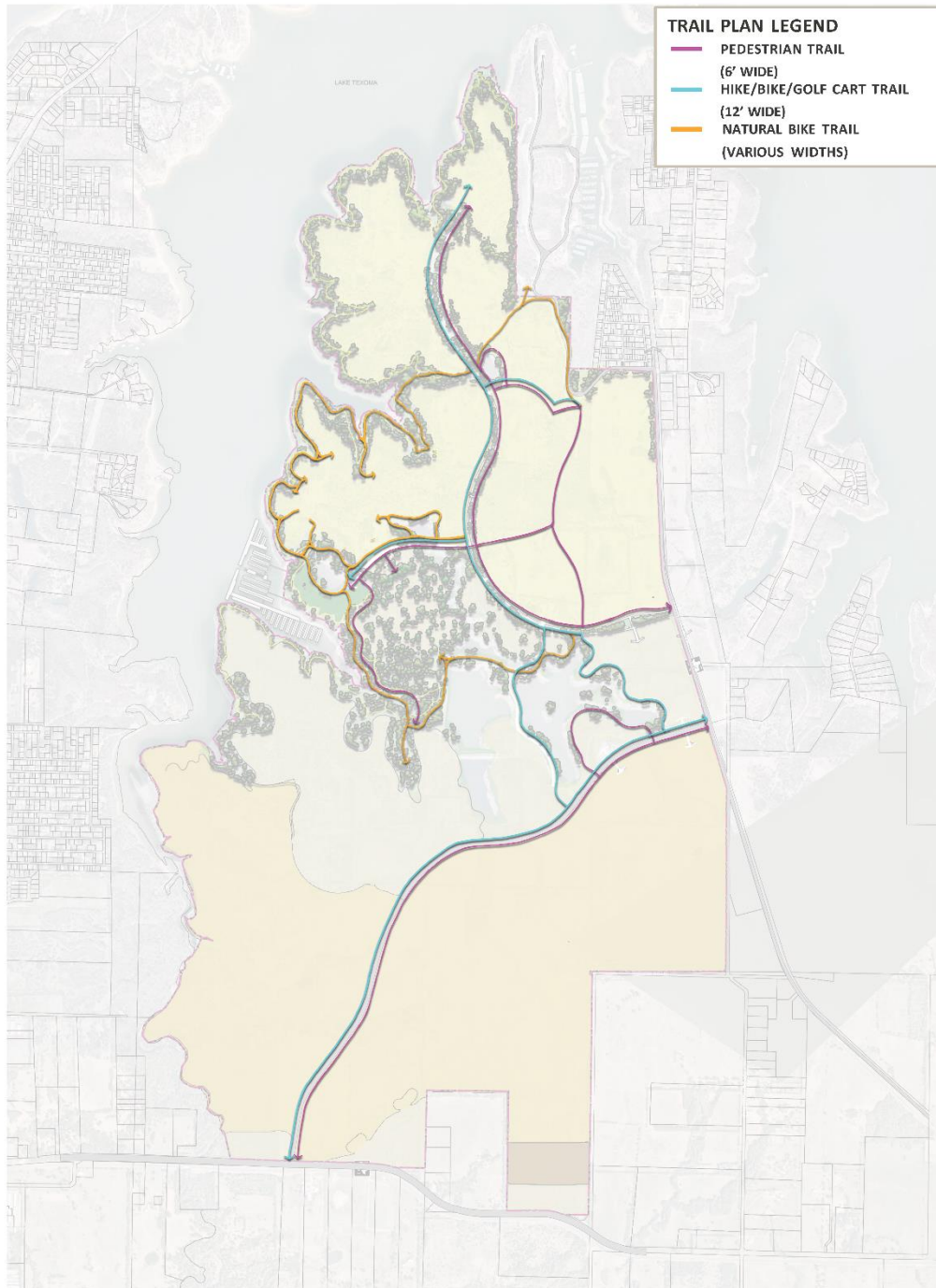


Exhibit B-1  
Conceptual Trail Plan



THE TRAIL GRAPHIC IS CONCEPTUAL. THE INFORMATION IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE.



# Exhibit C Street Sections

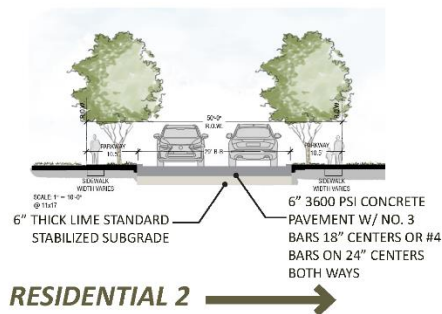
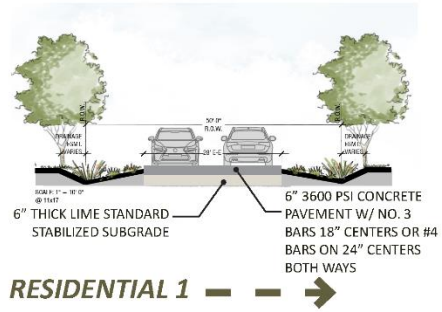
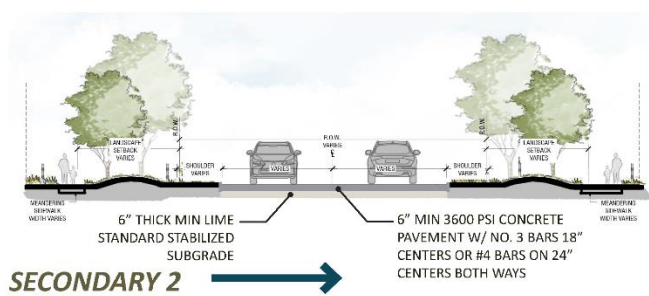
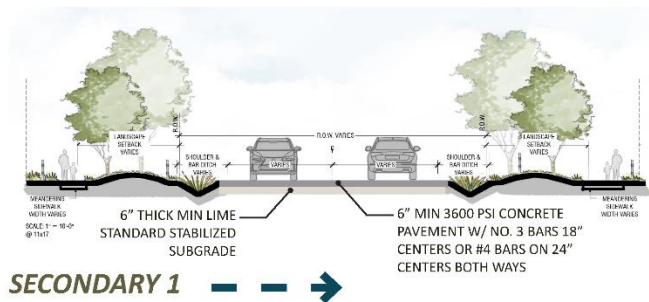
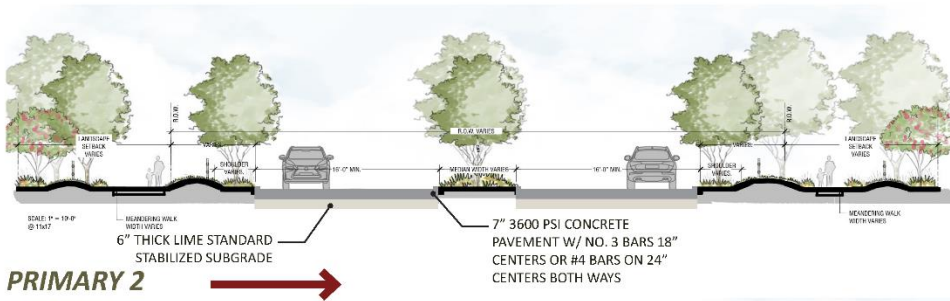
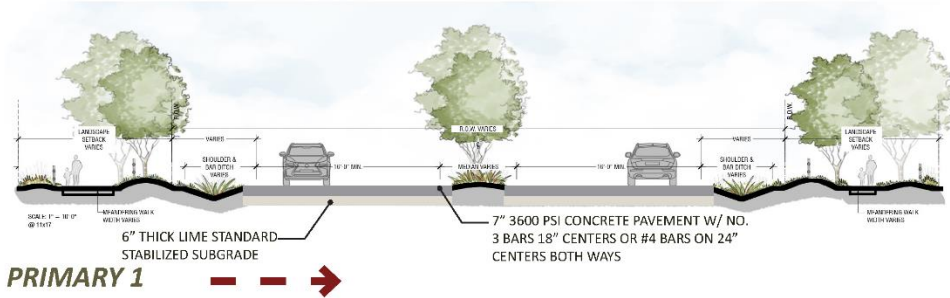


Exhibit D  
Residential Permitted Uses

Accessory Building/Structure (Residential)  
Accessory Dwelling  
Duplex  
Home Occupation  
Multi-Family (Apartments)  
Single-Family Detached  
Swimming Pool (Private)  
Townhome

Exhibit E  
Non-Residential Permitted Uses

Alcohol Beverage Off-Premise Retail Sales  
Alcoholic Beverage Off-Premises Retail (See section 28.60)  
Amusement, Commercial with or without alcohol  
Art Dealer/Gallery  
Art Supply Store  
Artist Studio  
Assisted Living Facility  
Auto Gasoline or Motor Fuel Service Station  
Automatic Teller Machines (ATMs)  
Bakery (Retail)  
Bank, Savings & Loan or Credit Union  
Bar  
Barber Shop (Non-College)  
Beauty Shop, (Non-College)  
Bike Sales, Golf Cart and/or Repair (No outside storage)  
Boat Sales/Rental/Repair  
Boat Marina (including commercial uses related to lake uses)  
Book Store  
Bowling Center  
Brew Pub/Micro-Brewery  
Brewery or Distillery  
Cafeteria  
Candy or Cake Shop  
Car Wash (Self-Service)  
Child Day Care (Business)  
Cleaning, Small Plant or Shop  
Clinic (Medical)  
Computer Sales  
Confectionery Store (Retail)  
Convenience Store with gas sales  
Convenience Store without gas sales  
Custom Personal Service Shop  
Dance/Drama/Music Schools/Gymnastics (Performing Arts)  
Emergency Care Clinic  
Financial Services (Advice/Invest)  
Florist Shop  
Food or Grocery Store  
Food Truck Park  
Full-Service Car Wash (Detail Shop)  
Hardware Store  
Health Club (Physical Fitness)  
Hospice  
Hospital (Acute Care)

Hotel  
Insurance Agency Offices  
Kennel (outside pens)  
Laundry and Cleaning, Self-Service Automatic  
Laundry/Dry Cleaning (Drop Off/Pick Up)  
Locksmith  
Martial Arts School  
Nursing/Convalescent or Skilled Home  
Office (Administrative, Medical, and Professional)  
Personal Watercraft Sales (New)  
Pet Shop/Supplies/Grooming  
Pharmacy  
Photo Studio  
Photocopying/Duplicating  
Plant Nursery (Retail Sales)  
Post Office (Governmental)  
Private Recreation Facility (Private Park)  
Quick Lube/Oil Change/Minor Inspection  
Real Estate Offices  
Recreation Center  
Rehabilitation Care Facility  
Restaurant (Drive-in)  
Restaurant (with Drive-thru)  
Restaurant (without Drive-thru)  
Retail Shop (Misc.)  
R.V. Park  
Security Systems Installation Company  
Shopping Center  
Spa  
Tennis Court (Private/For Profit)  
Tire Sales (No Outdoor Storage)  
Travel Agency  
Travel Trailers/R.V.s (Short-Term Stays)  
Veterinarian  
Warehouse (Mini)/Self-Storage  
Wastewater Treatment Plant (Public)  
Water Supply Facility (Elevated Water Storage)



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 AGRICULTURAL (A) TO PLANNED DEVELOPMENT OVERLAY DISTRICT (PD) ON AN APPROXIMATELY 3,114.1-ACRE TRACT; 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 Waterfall Development Partners, LP, to change the zoning classification from Agricultural District (“A”) to Planned Development Overlay District (“PD”) on a 3,114.1-acre tract 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 Robert Roeder of Abernathy, Roeder, Boyd & Hullett 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, 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, 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 April 1, 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 the William Bean Survey, Abstract No. 84, the Thomas M. Reeves Survey, Abstract No. 1017, the Shields Booker Survey, Abstract No. 59, the William J. Reeves Survey, Abstract No. 1018, the S. F. Needham Survey, Abstract No. 915, the Bledsoe Holder Survey, Abstract No. 614, the Levi T. Loveall Survey, Abstract No. 746, the Sara Hull Survey, Abstract No. 1485, the H. J. Needham Survey, Abstract No. 1520, the Steven Cox Survey, Abstract No. 299, the T. E. Jones Survey, Abstract No. 655, the R. J. Lefever Survey, Abstract No. 753, the J. C. Jamison Survey, Abstract No. 665, the W. G. and J. Malcomb Survey, Abstract No. 871, the M. Ahalt Survey, Abstract No. 1427, the J. Prater Survey, Abstract No. 978, the Mary E. Bowe Survey, Abstract No. 181, the Charles F. Daugherty Survey, Abstract No. 1566, the H. B. Thomas Survey, Abstract No. 1572, the Joshua West Survey, Abstract No. 1316, The J. Armendaris Survey, Abstract No. 40, the Polly Stamps Survey, Abstract No. 1098, the J. Wilcox Survey, Abstract No. 1358 and the Greenberry Gates Survey, Abstract No. 442 and being that 9.865 acre tract of land conveyed to Preston Harbour Homeplace, LP as recorded in Volume 3941, Page 871 and those tracts of land conveyed to Preston Harbour, LP and recorded as follows: 80.25 acres in Volume 3449, Page 257; 509.35 acres in Volume 4323, Page 881; 329.60 acres in Volume 4323, Page 888; all of Tract 1, 226.936 acres and part of Tract 2, 86.11 acres in Volume 4323, Page 895; 65.96 acres in Volume 4523, Page 875; 78.14 acre in Volume 4581, Page 787; All of tract III, 76.79 acres, Tract IV, 278.093 acres and Tract V, 608.56 acres in Volume 4596, Page 591; 161.96 acres in Volume 4616, Page 414; 0.46 acres in Volume 4872, Page 93; 600.14 acres in Volume 5274, Page 466, all of the Official Public Records, Grayson County, Texas and being described by metes and bounds as follows:

Beginning at a Corps of Engineer's concrete monument at the northeast corner of said Tract 1, a 226.936 acre tract recorded in Volume 4323, Page 895;

Thence South 02°02'27" West, a distance of 3,023.48 feet to a found Corps of Engineer's concrete monument;

thence south 88°39'36" east, a distance of 1,030.40 feet to a found Corps of Engineer's concrete monument;

thence south 02°03'16" west, a distance of 920.04 feet to a found Corps of Engineer's concrete monument;

thence south 88°39'44" east, a distance of 86.09 feet to a found Corps of Engineer's concrete monument;

thence south 01°57'38" west, a distance of 411.57 feet to a found Corps of Engineer's concrete monument;

Thence South 88°03'29" East, a distance of 512.44 feet to a point;

Thence South 00°30'51" West, a distance of 49.45 feet to a point;

Thence South 11°48'49" East, a distance of 64.75 feet to a point;

Thence North 45°14'01" East, a distance of 86.01 feet to a point;

Thence North 44°45'59" West, a distance of 23.21 feet to a point;

Thence North 00°28'22" East, a distance of 33.82 feet to a point;

South 88°03'29" East, a distance of 935.52 feet to a point;

Thence with a non-tangent curve to the right having a radius of 5,718.83 feet, (chord bears South 03°04'27" East, 209.88 feet) an arc length of 209.89 feet;



Thence South 02°01'09" East, a distance of 3,174.40 feet to a point;  
 Thence with a curve to the left having a radius of 2,914.79 feet, (chord bears South 09°32'09" East, 762.59 feet) an arc length of 764.79 feet; to a found TXDOT concrete monument;  
 Thence South 17°03'09" East, a distance of 3,850.51 feet to a point;  
 Thence South 00°09'49" West, a distance of 503.01 feet to a found 1/2" steel rod;  
 South 00°09'12" West, a distance of 2,877.06 feet to a point;  
 Thence North 88°22'27" West, a distance of 2,471.46 feet to a RAILROAD SPIKE FD;  
 Thence South 00°42'12" West, a distance of 2,228.41 feet to a point;  
 Thence South 00°33'28" West, a distance of 2,246.92 feet to a found 1/2" steel rod;  
 Thence North 89°12'01" West, a distance of 38.01 feet to a found TXDOT concrete monument;  
 Thence South 34°07'29" West, a distance of 104.83 feet to a found TXDOT concrete monument;  
 Thence South 77°43'14" West, a distance of 72.42 feet to a found TXDOT concrete monument;  
 Thence with a non-tangent curve to the left having a radius of 1,527.39 feet, (chord bears North 74°24'50" West, 779.63 feet) an arc length of 788.35 feet to a found TXDOT concrete monument;  
 Thence North 89°12'01" West, a distance of 141.89 feet to a point;  
 Thence South 76°45'49" West, a distance of 103.08 feet to a found TXDOT concrete monument;  
 Thence North 88°35'56" West, a distance of 394.12 feet to a point;  
 Thence North 00°44'50" East, a distance of 2,173.56 feet to a point;  
 Thence North 89°02'07" West, a distance of 1,555.65 feet to a point;  
 Thence South 00°39'12" West, a distance of 1,739.17 feet to a point;  
 Thence North 45°04'28" West, a distance of 76.92 feet to a 5/8" ROD FOUND;  
 Thence with a non-tangent curve to the left having a radius of 1,517.39 feet, (chord bears North 58°16'56" West, 449.54 feet) an arc length of 451.20 feet  
 Thence North 00°54'00" East, a distance of 20.01 feet to a found 1/2" steel rod;  
 Thence North 88°14'24" West, a distance of 53.63 feet to a found 1/2" steel rod;  
 Thence with a non-tangent curve to the left having a radius of 1,517.43 feet, (chord bears North 78°36'26" West, 507.89 feet) an arc length of 510.29 feet to a found TXDOT concrete monument;  
 Thence North 88°36'57" West, a distance of 724.61 feet to a found TXDOT concrete monument;  
 Thence North 88°45'59" West, a distance of 215.07 feet to a found TXDOT concrete monument;  
 Thence North 89°14'57" West, a distance of 199.87 feet to a found TXDOT concrete monument;  
 Thence North 76°46'02" West, a distance of 204.61 feet to a found TXDOT concrete monument;  
 North 89°26'28" West, a distance of 199.74 feet to a found TXDOT concrete monument;  
 Thence South 83°47'32" West, a distance of 201.71 feet to a found TXDOT concrete monument;  
 Thence North 89°19'46" West, a distance of 338.13 feet to a found TXDOT concrete monument;  
 Thence North 88°01'55" West, a distance of 315.32 feet to a found TXDOT concrete monument;  
 Thence North 78°55'57" West, a distance of 144.19 feet to a found 1/2" steel rod;  
 Thence North 86°54'19" West, a distance of 64.99 feet to a found 1/2" steel rod;  
 Thence North 13°48'06" West, a distance of 471.58 feet to a point;  
 Thence North 56°24'19" West, a distance of 65.48 feet to a point;  
 with the meanders of the 619 contour the following calls and distances:  
 North 22°43'17" East, a distance of 180.92 feet to a point;  
 North 25°11'38" West, a distance of 96.05 feet to a point;  
 North 79°55'27" West, a distance of 96.25 feet to a point;  
 North 56°09'04" West, a distance of 210.86 feet to a point;  
 North 25°30'32" East, a distance of 115.32 feet to a point;  
 North 04°57'54" West, a distance of 175.21 feet to a point;

North 44°00'46" West, a distance of 158.49 feet to a point;  
North 85°48'18" West, a distance of 202.42 feet to a point;  
North 61°42'19" West, a distance of 189.08 feet to a point;  
North 25°00'36" West, a distance of 96.23 feet to a point;  
North 07°45'48" East, a distance of 196.85 feet to a point;  
North 35°56'51" East, a distance of 152.66 feet to a point;  
North 01°37'18" West, a distance of 146.08 feet to a point;  
North 38°27'34" West, a distance of 251.97 feet to a point;  
North 63°31'32" West, a distance of 196.83 feet to a point;  
South 87°00'09" West, a distance of 65.70 feet to a point;  
South 67°19'19" West, a distance of 185.64 feet to a point;  
South 75°30'00" West, a distance of 137.27 feet to a point;  
North 41°19'19" West, a distance of 181.23 feet to a point;  
North 12°34'30" East, a distance of 172.35 feet to a point;  
North 41°46'13" East, a distance of 315.13 feet to a point;  
North 63°09'28" East, a distance of 115.68 feet to a point;  
South 76°45'38" East, a distance of 20.75 feet to a point;  
North 38°45'28" East, a distance of 256.51 feet to a point;  
North 30°17'52" East, a distance of 272.86 feet to a point;  
North 13°03'48" East, a distance of 127.02 feet to a point;  
North 07°54'13" East, a distance of 188.00 feet to a point;  
North 67°13'06" East, a distance of 74.06 feet to a point;  
North 10°25'02" East, a distance of 74.21 feet to a point;  
North 27°10'24" West, a distance of 42.04 feet to a point;  
North 27°03'29" East, a distance of 54.22 feet to a point;  
North 53°54'29" East, a distance of 158.87 feet to a point;  
North 29°01'37" East, a distance of 124.40 feet to a point;  
North 29°04'11" East, a distance of 113.39 feet to a point;  
North 23°02'00" East, a distance of 117.19 feet to a point;  
South 79°33'57" East, a distance of 47.99 feet to a point;  
South 87°33'27" East, a distance of 63.03 feet to a point;  
South 70°58'05" East, a distance of 104.63 feet to a point;  
North 61°07'50" West, a distance of 124.77 feet to a point;  
South 82°16'02" West, a distance of 34.45 feet to a point;  
North 81°42'35" West, a distance of 34.99 feet to a point;  
North 70°01'41" West, a distance of 60.65 feet to a point;  
North 68°22'59" West, a distance of 72.16 feet to a point;  
North 41°53'00" West, a distance of 195.62 feet to a point;  
North 27°02'43" West, a distance of 119.80 feet to a point;  
North 22°30'40" West, a distance of 90.39 feet to a point;  
South 54°48'58" East, a distance of 79.67 feet to a point;  
North 82°07'00" East, a distance of 72.98 feet to a point;  
North 47°33'56" East, a distance of 89.31 feet to a point;  
North 04°51'37" East, a distance of 93.43 feet to a point;  
North 09°58'37" West, a distance of 89.34 feet to a point;  
North 18°39'16" West, a distance of 214.43 feet to a point;



South 79°19'58" East, a distance of 32.52 feet to a point;  
North 13°06'50" West, a distance of 83.40 feet to a point;  
North 22°17'05" West, a distance of 102.20 feet to a point;  
North 31°44'34" West, a distance of 43.77 feet to a point;  
North 20°01'52" West, a distance of 141.44 feet to a point;  
North 12°43'59" West, a distance of 84.31 feet to a point;  
North 21°29'40" West, a distance of 114.80 feet to a point;  
North 06°14'03" West, a distance of 64.59 feet to a point;  
North 19°11'34" West, a distance of 36.73 feet to a point;  
North 59°35'57" East, a distance of 78.97 feet to a point;  
North 72°50'30" East, a distance of 77.37 feet to a point;  
North 37°15'33" East, a distance of 51.80 feet to a point;  
North 88°38'25" West, a distance of 29.25 feet to a point;  
South 85°49'36" West, a distance of 32.54 feet to a point;  
South 70°50'18" West, a distance of 101.39 feet to a point;  
South 89°41'10" West, a distance of 60.99 feet to a point;  
North 67°24'59" West, a distance of 46.48 feet to a point;  
North 56°00'57" West, a distance of 122.45 feet to a point;  
North 85°05'32" West, a distance of 67.47 feet to a point;  
North 67°10'44" West, a distance of 60.59 feet to a point;  
North 46°13'20" West, a distance of 51.32 feet to a point;  
North 35°06'34" West, a distance of 66.20 feet to a point;  
North 68°01'15" East, a distance of 60.80 feet to a point;  
North 16°03'00" East, a distance of 100.06 feet to a point;  
North 87°11'32" East, a distance of 28.32 feet to a point;  
North 58°05'51" East, a distance of 95.06 feet to a point;  
South 82°57'54" West, a distance of 134.98 feet to a point;  
North 14°25'47" West, a distance of 94.64 feet to a point;  
North 31°58'12" West, a distance of 92.12 feet to a point;  
North 29°34'11" West, a distance of 131.08 feet to a point;  
North 13°50'35" East, a distance of 67.80 feet to a point;  
North 31°59'02" West, a distance of 122.73 feet to a point;  
North 01°30'57" West, a distance of 62.49 feet to a point;  
North 55°02'53" East, a distance of 47.62 feet to a point;  
North 20°00'25" East, a distance of 106.64 feet to a point;  
North 09°21'34" East, a distance of 173.42 feet to a point;  
North 16°10'16" West, a distance of 111.07 feet to a point;  
North 27°21'50" West, a distance of 111.57 feet to a point;  
North 31°34'30" West, a distance of 145.09 feet to a point;  
North 42°08'32" West, a distance of 157.74 feet to a point;  
North 33°24'04" West, a distance of 157.06 feet to a point;  
North 00°33'50" West, a distance of 121.93 feet to a point;  
North 31°01'51" East, a distance of 113.85 feet to a point;  
North 64°40'28" East, a distance of 110.31 feet to a point;  
North 80°28'16" East, a distance of 131.34 feet to a point;  
North 78°15'02" East, a distance of 106.46 feet to a point;

North 88°50'19" East, a distance of 157.71 feet to a point;  
North 89°54'18" East, a distance of 119.29 feet to a point;  
South 62°17'36" East, a distance of 68.13 feet to a point;  
North 87°13'44" East, a distance of 59.41 feet to a point;  
South 89°53'26" East, a distance of 51.78 feet to a point;  
North 06°11'47" East, a distance of 46.39 feet to a point;  
North 01°57'14" East, a distance of 39.89 feet to a point;  
North 63°06'29" East, a distance of 50.98 feet to a point;  
North 84°15'26" East, a distance of 93.89 feet to a point;  
South 85°36'12" East, a distance of 110.14 feet to a point;  
South 60°02'46" East, a distance of 94.14 feet to a point;  
South 42°11'34" East, a distance of 90.66 feet to a point;  
South 50°27'14" East, a distance of 99.79 feet to a point;  
South 25°55'39" East, a distance of 117.68 feet to a point;  
South 12°42'58" East, a distance of 30.72 feet to a point;  
South 01°18'52" West, a distance of 50.57 feet to a point;  
South 58°09'21" East, a distance of 64.03 feet to a point;  
South 89°19'21" East, a distance of 70.79 feet to a point;  
South 73°00'58" East, a distance of 79.28 feet to a point;  
North 55°03'55" East, a distance of 20.49 feet to a point;  
North 57°22'27" West, a distance of 70.57 feet to a point;  
North 54°26'52" West, a distance of 55.93 feet to a point;  
North 14°50'22" East, a distance of 76.25 feet to a point;  
North 22°42'43" West, a distance of 70.79 feet to a point;  
North 17°45'18" West, a distance of 91.46 feet to a point;  
North 35°46'42" West, a distance of 101.52 feet to a point;  
North 33°40'30" West, a distance of 87.27 feet to a point;  
North 40°26'37" East, a distance of 85.20 feet to a point;  
North 32°36'36" East, a distance of 95.40 feet to a point;  
North 41°13'11" East, a distance of 85.48 feet to a point;  
North 42°11'00" East, a distance of 82.07 feet to a point;  
North 36°49'37" East, a distance of 89.01 feet to a point;  
North 81°07'46" East, a distance of 56.92 feet to a point;  
North 69°49'48" East, a distance of 50.82 feet to a point;  
South 84°29'01" East, a distance of 85.95 feet to a point;  
North 57°04'38" West, a distance of 77.44 feet to a point;  
North 70°50'30" West, a distance of 61.10 feet to a point;  
North 27°52'34" West, a distance of 32.74 feet to a point;  
North 16°48'44" East, a distance of 98.13 feet to a point;  
North 08°25'13" East, a distance of 111.77 feet to a point;  
North 25°58'57" East, a distance of 91.42 feet to a point;  
North 35°17'30" West, a distance of 19.03 feet to a point;  
North 30°54'04" West, a distance of 125.61 feet to a point;  
North 35°17'13" West, a distance of 123.16 feet to a point;  
North 29°54'54" West, a distance of 71.65 feet to a point;  
North 21°04'55" West, a distance of 78.79 feet to a point;



North 16°01'31" West, a distance of 91.52 feet to a point;  
North 58°20'03" West, a distance of 39.70 feet to a point;  
North 47°55'33" West, a distance of 29.04 feet to a point;  
North 35°27'06" West, a distance of 97.92 feet to a point;  
North 17°40'36" West, a distance of 63.00 feet to a point;  
North 37°25'01" East, a distance of 38.12 feet to a point;  
North 21°15'39" East, a distance of 74.60 feet to a point;  
North 11°04'15" East, a distance of 85.56 feet to a point;  
North 22°27'58" West, a distance of 41.73 feet to a point;  
North 00°44'05" East, a distance of 40.71 feet to a point;  
North 04°01'18" East, a distance of 82.20 feet to a point;  
North 04°34'59" East, a distance of 70.19 feet to a point;  
North 02°55'19" West, a distance of 67.09 feet to a point;  
North 00°11'57" West, a distance of 86.88 feet to a point;  
North 00°53'21" East, a distance of 94.16 feet to a point;  
North 21°20'02" East, a distance of 71.40 feet to a point;  
North 08°54'07" West, a distance of 56.57 feet to a point;  
North 05°22'27" West, a distance of 65.54 feet to a point;  
North 15°41'12" West, a distance of 127.27 feet to a point;  
North 01°29'08" East, a distance of 73.21 feet to a point;  
North 33°10'18" East, a distance of 59.21 feet to a point;  
North 45°31'39" East, a distance of 51.39 feet to a point;  
North 83°59'05" East, a distance of 100.28 feet to a point;  
South 87°03'19" East, a distance of 119.22 feet to a point;  
South 73°46'03" East, a distance of 64.21 feet to a point;  
South 54°08'09" East, a distance of 55.25 feet to a point;  
South 79°38'59" East, a distance of 53.07 feet to a point;  
South 68°26'08" East, a distance of 87.75 feet to a point;  
South 66°21'54" East, a distance of 30.05 feet to a point;  
South 53°46'02" East, a distance of 111.30 feet to a point;  
South 44°19'55" East, a distance of 94.38 feet to a point;  
South 52°29'11" East, a distance of 104.49 feet to a point;  
South 46°04'46" East, a distance of 141.35 feet to a point;  
South 38°48'46" East, a distance of 89.39 feet to a point;  
South 40°52'22" East, a distance of 88.36 feet to a point;  
South 36°20'54" East, a distance of 77.86 feet to a point;  
South 89°06'18" East, a distance of 73.95 feet to a point;  
South 59°54'58" East, a distance of 50.57 feet to a point;  
South 84°15'39" East, a distance of 52.67 feet to a point;  
South 83°06'15" East, a distance of 82.42 feet to a point;  
South 57°24'53" East, a distance of 84.27 feet to a point;  
South 63°29'25" East, a distance of 58.26 feet to a point;  
South 50°47'07" East, a distance of 94.80 feet to a point;  
South 60°48'49" East, a distance of 61.04 feet to a point;  
South 67°25'28" East, a distance of 62.61 feet to a point;  
South 36°26'33" East, a distance of 65.22 feet to a point;

South 47°22'26" East, a distance of 55.01 feet to a point;  
South 03°46'17" East, a distance of 45.19 feet to a point;  
North 39°41'51" East, a distance of 99.05 feet to a point;  
South 77°51'33" East, a distance of 117.83 feet to a point;  
South 76°58'02" East, a distance of 80.88 feet to a point;  
South 72°07'42" East, a distance of 76.91 feet to a point;  
South 51°45'14" East, a distance of 59.82 feet to a point;  
South 29°56'40" East, a distance of 128.64 feet to a point;  
South 29°06'42" East, a distance of 77.74 feet to a point;  
South 58°46'01" East, a distance of 48.95 feet to a point;  
South 36°07'41" East, a distance of 67.52 feet to a point;  
South 54°32'30" East, a distance of 72.31 feet to a point;  
South 89°22'22" East, a distance of 56.17 feet to a point;  
South 32°45'46" East, a distance of 31.18 feet to a point;  
South 66°45'46" East, a distance of 97.77 feet to a point;  
South 14°18'02" East, a distance of 75.95 feet to a point;  
South 07°32'47" East, a distance of 61.22 feet to a point;  
South 56°57'36" East, a distance of 62.74 feet to a point;  
South 87°40'33" East, a distance of 57.18 feet to a point;  
South 75°11'41" East, a distance of 50.27 feet to a point;  
South 71°06'26" East, a distance of 62.32 feet to a point;  
South 73°28'21" East, a distance of 113.46 feet to a point;  
South 66°48'13" East, a distance of 84.80 feet to a point;  
North 55°49'40" West, a distance of 56.00 feet to a point;  
North 88°56'20" East, a distance of 141.70 feet to a point;  
North 69°12'06" West, a distance of 73.03 feet to a point;  
North 82°19'18" West, a distance of 52.16 feet to a point;  
North 80°19'58" West, a distance of 77.66 feet to a point;  
North 70°19'38" West, a distance of 107.26 feet to a point;  
North 64°46'04" West, a distance of 72.68 feet to a point;  
North 15°12'28" East, a distance of 49.87 feet to a point;  
North 23°28'55" East, a distance of 34.30 feet to a point;  
North 14°06'46" West, a distance of 76.89 feet to a point;  
North 35°15'53" West, a distance of 63.74 feet to a point;  
North 80°59'43" East, a distance of 21.53 feet to a point;  
North 44°08'20" West, a distance of 71.29 feet to a point;  
North 55°49'20" East, a distance of 34.92 feet to a point;  
North 60°09'43" West, a distance of 28.96 feet to a point;  
South 45°16'31" West, a distance of 45.90 feet to a point;  
North 78°44'31" West, a distance of 45.93 feet to a point;  
North 60°28'05" East, a distance of 39.49 feet to a point;  
North 23°03'35" West, a distance of 13.94 feet to a point;  
South 84°54'23" West, a distance of 67.12 feet to a point;  
North 52°27'42" West, a distance of 22.22 feet to a point;  
North 29°58'29" West, a distance of 67.21 feet to a point;  
North 37°43'46" West, a distance of 109.10 feet to a point;



North 07°17'02" West, a distance of 103.23 feet to a point;  
North 23°41'36" West, a distance of 86.55 feet to a point;  
North 31°41'54" West, a distance of 56.89 feet to a point;  
North 25°04'24" East, a distance of 35.75 feet to a point;  
North 59°42'08" East, a distance of 43.98 feet to a point;  
North 70°32'09" East, a distance of 48.29 feet to a point;  
North 82°15'48" West, a distance of 42.29 feet to a point;  
North 49°06'16" West, a distance of 69.58 feet to a point;  
North 52°40'04" West, a distance of 49.77 feet to a point;  
North 18°39'12" West, a distance of 20.26 feet to a point;  
North 03°14'16" West, a distance of 58.38 feet to a point;  
North 74°33'40" East, a distance of 33.14 feet to a point;  
North 45°49'42" East, a distance of 55.08 feet to a point;  
North 08°11'31" East, a distance of 57.98 feet to a point;  
North 46°32'40" West, a distance of 59.55 feet to a point;  
South 53°57'46" West, a distance of 58.90 feet to a point;  
South 29°47'54" West, a distance of 42.46 feet to a point;  
South 57°01'35" West, a distance of 25.99 feet to a point;  
North 84°50'47" West, a distance of 31.08 feet to a point;  
North 63°50'26" West, a distance of 58.62 feet to a point;  
North 27°23'31" West, a distance of 100.97 feet to a point;  
North 33°50'43" West, a distance of 78.51 feet to a point;  
North 74°00'56" West, a distance of 83.80 feet to a point;  
North 67°01'13" West, a distance of 64.93 feet to a point;  
North 83°01'47" West, a distance of 88.75 feet to a point;  
North 78°08'08" West, a distance of 39.96 feet to a point;  
North 66°53'44" West, a distance of 27.81 feet to a point;  
North 35°53'11" West, a distance of 40.94 feet to a point;  
North 78°23'11" West, a distance of 31.68 feet to a point;  
North 26°16'39" West, a distance of 47.78 feet to a point;  
North 37°01'12" West, a distance of 16.65 feet to a point;  
North 41°22'33" West, a distance of 70.68 feet to a point;  
North 67°09'01" West, a distance of 127.41 feet to a point;  
North 52°45'00" West, a distance of 94.56 feet to a point;  
North 56°12'45" West, a distance of 78.40 feet to a point;  
North 81°48'34" West, a distance of 51.87 feet to a point;  
North 43°10'22" West, a distance of 67.93 feet to a point;  
North 05°41'37" East, a distance of 68.03 feet to a point;  
North 12°47'53" East, a distance of 70.94 feet to a point;  
North 31°49'35" West, a distance of 36.28 feet to a point;  
North 18°59'40" East, a distance of 74.61 feet to a point;  
North 07°24'28" West, a distance of 58.84 feet to a point;  
North 31°48'47" East, a distance of 35.57 feet to a point;  
North 16°51'49" East, a distance of 92.63 feet to a point;  
North 09°29'35" East, a distance of 101.18 feet to a point;  
North 02°07'14" West, a distance of 83.65 feet to a point;

North 77°33'38" East, a distance of 26.86 feet to a point;  
North 34°14'43" East, a distance of 48.01 feet to a point;  
North 55°23'05" East, a distance of 39.60 feet to a point;  
South 22°23'26" East, a distance of 21.63 feet to a point;  
South 52°52'11" East, a distance of 26.45 feet to a point;  
North 59°03'19" East, a distance of 23.39 feet to a point;  
South 46°02'20" East, a distance of 18.80 feet to a point;  
South 60°04'08" East, a distance of 18.16 feet to a point;  
North 31°54'01" East, a distance of 35.46 feet to a point;  
South 53°02'36" West, a distance of 18.89 feet to a point;  
North 46°19'20" West, a distance of 30.95 feet to a point;  
South 78°52'15" West, a distance of 31.09 feet to a point;  
North 20°13'21" West, a distance of 30.89 feet to a point;  
North 66°56'57" West, a distance of 39.44 feet to a point;  
South 60°05'39" West, a distance of 35.96 feet to a point;  
South 80°34'35" West, a distance of 76.26 feet to a point;  
North 41°50'34" West, a distance of 69.19 feet to a point;  
North 36°36'53" West, a distance of 131.58 feet to a point;  
North 28°28'03" West, a distance of 94.97 feet to a point;  
North 16°51'28" West, a distance of 94.99 feet to a point;  
North 15°06'53" West, a distance of 134.94 feet to a point;  
North 00°32'42" East, a distance of 49.74 feet to a point;  
North 04°51'50" East, a distance of 123.63 feet to a point;  
North 19°58'27" West, a distance of 73.40 feet to a point;  
North 41°31'14" West, a distance of 99.62 feet to a point;  
North 35°57'57" West, a distance of 62.49 feet to a point;  
North 10°31'17" West, a distance of 132.31 feet to a point;  
North 02°07'35" West, a distance of 59.64 feet to a point;  
North 06°10'03" West, a distance of 146.75 feet to a point;  
North 08°38'50" East, a distance of 53.56 feet to a point;  
North 10°13'05" East, a distance of 108.53 feet to a point;  
North 34°34'34" East, a distance of 93.43 feet to a point;  
North 52°50'53" East, a distance of 91.05 feet to a point;  
North 63°40'17" East, a distance of 50.07 feet to a point;  
North 63°47'43" East, a distance of 100.45 feet to a point;  
North 51°03'36" East, a distance of 75.00 feet to a point;  
North 07°05'25" East, a distance of 80.48 feet to a point;  
North 08°11'51" East, a distance of 112.90 feet to a point;  
North 07°02'43" East, a distance of 71.59 feet to a point;  
North 32°37'42" East, a distance of 124.12 feet to a point;  
North 35°34'13" East, a distance of 127.46 feet to a point;  
North 44°25'31" East, a distance of 114.40 feet to a point;  
North 07°40'29" West, a distance of 135.68 feet to a point;  
North 27°40'23" West, a distance of 102.97 feet to a point;  
North 16°17'14" West, a distance of 66.69 feet to a point;  
North 00°23'39" East, a distance of 66.86 feet to a point;



North 21°50'56" West, a distance of 66.50 feet to a point;  
North 07°01'54" West, a distance of 141.26 feet to a point;  
North 01°18'54" East, a distance of 122.32 feet to a point;  
North 20°16'50" East, a distance of 89.31 feet to a point;  
North 18°23'49" East, a distance of 112.29 feet to a point;  
North 08°25'25" East, a distance of 123.81 feet to a point;  
North 07°44'39" East, a distance of 120.62 feet to a point;  
North 25°07'39" East, a distance of 81.06 feet to a point;  
North 43°53'29" East, a distance of 57.93 feet to a point;  
North 53°59'37" East, a distance of 50.47 feet to a point;  
North 78°59'02" East, a distance of 32.41 feet to a point;  
South 60°19'11" East, a distance of 110.66 feet to a point;  
South 45°45'19" East, a distance of 173.38 feet to a point;  
South 40°37'12" East, a distance of 79.88 feet to a point;  
South 35°27'10" East, a distance of 122.35 feet to a point;  
South 63°57'06" East, a distance of 93.16 feet to a point;  
South 44°38'30" East, a distance of 138.55 feet to a point;  
South 23°02'28" East, a distance of 46.83 feet to a point;  
South 72°33'04" East, a distance of 67.47 feet to a point;  
North 49°24'54" East, a distance of 20.05 feet to a point;  
North 77°27'54" East, a distance of 98.42 feet to a point;  
North 80°40'31" East, a distance of 47.01 feet to a point;  
South 73°07'22" East, a distance of 98.95 feet to a point;  
South 61°43'32" East, a distance of 24.33 feet to a point;  
South 32°00'08" East, a distance of 84.98 feet to a point;  
South 16°40'27" East, a distance of 67.34 feet to a point;  
South 10°58'57" West, a distance of 73.29 feet to a point;  
South 23°33'31" East, a distance of 44.20 feet to a point;  
South 08°40'48" West, a distance of 68.54 feet to a point;  
South 02°21'10" West, a distance of 65.80 feet to a point;  
South 46°22'31" East, a distance of 80.11 feet to a point;  
South 09°15'39" East, a distance of 40.37 feet to a point;  
South 31°16'45" East, a distance of 49.02 feet to a point;  
South 02°38'45" West, a distance of 62.69 feet to a point;  
South 27°16'15" West, a distance of 29.41 feet to a point;  
South 88°32'25" East, a distance of 26.46 feet to a point;  
North 14°32'18" East, a distance of 42.87 feet to a point;  
North 24°05'09" East, a distance of 47.31 feet to a point;  
North 24°17'34" West, a distance of 39.46 feet to a point;  
North 05°00'31" West, a distance of 26.40 feet to a point;  
North 00°43'08" West, a distance of 50.45 feet to a point;  
North 41°56'10" West, a distance of 45.34 feet to a point;  
North 03°02'53" West, a distance of 33.33 feet to a point;  
North 33°02'04" East, a distance of 60.66 feet to a point;  
North 04°13'46" East, a distance of 50.31 feet to a point;  
North 07°51'00" East, a distance of 45.90 feet to a point;



North 32°31'31" East, a distance of 94.15 feet to a point;  
North 66°40'47" East, a distance of 92.28 feet to a point;  
North 76°38'56" East, a distance of 138.75 feet to a point;  
South 66°44'59" East, a distance of 60.82 feet to a point;  
South 70°12'42" East, a distance of 127.43 feet to a point;  
South 51°56'20" East, a distance of 124.62 feet to a point;  
South 44°30'47" East, a distance of 95.63 feet to a point;  
South 49°44'36" East, a distance of 95.56 feet to a point;  
North 35°03'09" East, a distance of 136.27 feet to a point;  
North 16°24'00" West, a distance of 52.77 feet to a point;  
North 81°50'42" West, a distance of 85.74 feet to a point;  
North 13°40'04" West, a distance of 63.98 feet to a point;  
North 79°39'32" West, a distance of 64.98 feet to a point;  
North 33°51'39" West, a distance of 73.29 feet to a point;  
North 30°17'07" West, a distance of 73.39 feet to a point;  
North 13°22'22" West, a distance of 17.95 feet to a point;  
North 28°42'09" East, a distance of 137.77 feet to a point;  
North 51°02'59" East, a distance of 52.59 feet to a point;  
North 16°56'38" East, a distance of 51.73 feet to a point;  
North 26°23'41" East, a distance of 57.90 feet to a point;  
North 19°07'34" West, a distance of 67.31 feet to a point;  
North 11°05'15" East, a distance of 38.86 feet to a point;  
North 65°40'48" West, a distance of 73.34 feet to a point;  
South 20°08'49" West, a distance of 115.65 feet to a point;  
South 67°56'06" West, a distance of 64.24 feet to a point;  
South 14°32'06" West, a distance of 40.41 feet to a point;  
South 75°05'48" West, a distance of 81.06 feet to a point;  
North 85°22'05" West, a distance of 121.92 feet to a point;  
North 78°15'52" West, a distance of 94.44 feet to a point;  
North 77°33'22" West, a distance of 54.82 feet to a point;  
North 68°52'49" West, a distance of 115.31 feet to a point;  
North 81°06'02" West, a distance of 97.05 feet to a point;  
North 70°19'14" West, a distance of 67.06 feet to a point;  
North 43°48'04" West, a distance of 81.96 feet to a point;  
North 83°04'48" West, a distance of 72.44 feet to a point;  
North 62°45'18" West, a distance of 110.97 feet to a point;  
North 50°44'46" West, a distance of 51.61 feet to a point;  
North 12°19'33" East, a distance of 60.65 feet to a point;  
North 03°05'25" East, a distance of 123.80 feet to a point;  
North 47°37'47" West, a distance of 55.36 feet to a point;  
North 73°21'15" West, a distance of 48.22 feet to a point;  
North 04°26'31" West, a distance of 10.50 feet to a point;  
North 22°19'08" East, a distance of 154.05 feet to a point;  
North 05°26'44" West, a distance of 44.70 feet to a point;  
South 87°31'52" West, a distance of 65.47 feet to a point;  
South 84°09'05" West, a distance of 95.71 feet to a point;

North 82°46'24" West, a distance of 85.90 feet to a point;  
North 43°11'40" West, a distance of 78.91 feet to a point;  
North 44°04'37" West, a distance of 89.02 feet to a point;  
North 34°09'05" West, a distance of 86.73 feet to a point;  
North 21°50'54" West, a distance of 105.67 feet to a point;  
North 07°16'55" West, a distance of 145.08 feet to a point;  
North 06°22'43" East, a distance of 67.27 feet to a point;  
North 39°26'00" East, a distance of 22.84 feet to a point;  
North 45°15'30" East, a distance of 138.21 feet to a point;  
North 52°48'15" East, a distance of 193.28 feet to a point;  
North 47°55'58" East, a distance of 111.91 feet to a point;  
North 15°54'14" West, a distance of 66.13 feet to a point;  
North 50°21'50" West, a distance of 90.10 feet to a point;  
North 71°20'21" West, a distance of 94.08 feet to a point;  
South 71°08'05" West, a distance of 84.06 feet to a point;  
North 72°05'50" West, a distance of 72.86 feet to a point;  
South 86°30'58" West, a distance of 37.36 feet to a point;  
North 82°21'53" West, a distance of 93.85 feet to a point;  
North 50°26'20" East, a distance of 127.44 feet to a point;  
North 43°20'20" East, a distance of 85.57 feet to a point;  
North 18°41'01" East, a distance of 87.81 feet to a point;  
North 14°02'40" West, a distance of 83.71 feet to a point;  
North 39°03'46" West, a distance of 82.80 feet to a point;  
North 89°08'54" West, a distance of 55.17 feet to a point;  
North 72°40'50" West, a distance of 89.07 feet to a point;  
North 21°43'23" East, a distance of 116.44 feet to a point;  
North 01°32'04" West, a distance of 65.28 feet to a point;  
North 35°07'26" West, a distance of 60.88 feet to a point;  
North 05°22'02" West, a distance of 25.68 feet to a point;  
North 17°44'08" East, a distance of 126.41 feet to a point;  
North 03°45'08" West, a distance of 95.45 feet to a point;  
North 34°30'50" West, a distance of 50.72 feet to a point;  
North 11°59'42" West, a distance of 117.79 feet to a point;  
North 38°28'17" West, a distance of 85.21 feet to a point;  
North 22°15'24" West, a distance of 84.22 feet to a point;  
North 07°09'28" East, a distance of 57.03 feet to a point;  
North 05°11'10" East, a distance of 89.38 feet to a point;  
North 20°46'27" East, a distance of 65.67 feet to a point;  
North 31°54'56" East, a distance of 70.91 feet to a point;  
North 20°38'59" East, a distance of 44.10 feet to a point;  
North 40°33'59" East, a distance of 127.70 feet to a point;  
North 71°23'43" East, a distance of 115.00 feet to a point;  
North 80°07'19" East, a distance of 106.69 feet to a point;  
South 78°23'50" East, a distance of 44.86 feet to a point;  
North 84°17'42" East, a distance of 28.54 feet to a point;  
South 75°29'49" East, a distance of 124.02 feet to a point;



South 65°13'32" East, a distance of 119.24 feet to a point;  
North 70°17'05" East, a distance of 88.01 feet to a point;  
North 46°49'28" East, a distance of 68.95 feet to a point;  
North 27°56'17" East, a distance of 50.08 feet to a point;  
North 12°26'03" West, a distance of 58.28 feet to a point;  
North 42°25'42" West, a distance of 161.88 feet to a point;  
North 29°24'20" West, a distance of 149.55 feet to a point;  
North 32°43'12" West, a distance of 86.80 feet to a point;  
North 48°18'35" West, a distance of 104.36 feet to a point;  
North 02°52'53" West, a distance of 54.27 feet to a point;  
North 64°03'06" East, a distance of 45.95 feet to a point;  
North 45°19'44" East, a distance of 56.79 feet to a point;  
North 42°27'13" East, a distance of 85.01 feet to a point;  
North 23°34'25" East, a distance of 113.58 feet to a point;  
North 42°38'56" East, a distance of 31.65 feet to a point;  
South 85°17'49" East, a distance of 22.25 feet to a point;  
North 45°48'00" East, a distance of 65.24 feet to a point;  
North 48°33'11" East, a distance of 54.89 feet to a point;  
North 62°41'45" East, a distance of 120.70 feet to a point;  
South 78°06'48" East, a distance of 56.15 feet to a point;  
South 87°55'18" East, a distance of 165.26 feet to a point;  
North 65°26'23" East, a distance of 66.12 feet to a point;  
South 56°16'13" East, a distance of 59.34 feet to a point;  
North 80°31'29" East, a distance of 53.36 feet to a point;  
North 34°16'49" East, a distance of 66.61 feet to a point;  
North 49°44'58" East, a distance of 110.84 feet to a point;  
North 04°46'42" East, a distance of 34.02 feet to a point;  
North 86°42'03" East, a distance of 22.37 feet to a point;  
North 46°30'49" East, a distance of 148.77 feet to a point;  
North 69°35'59" East, a distance of 148.41 feet to a point;  
North 86°26'09" East, a distance of 105.43 feet to a point;  
South 63°58'39" East, a distance of 34.91 feet to a point;  
South 51°40'37" East, a distance of 62.45 feet to a point;  
South 41°14'23" East, a distance of 198.18 feet to a point;  
South 68°21'11" East, a distance of 33.08 feet to a point;  
South 00°19'02" West, a distance of 58.36 feet to a point;  
South 14°45'16" East, a distance of 155.72 feet to a point;  
South 03°26'01" East, a distance of 141.77 feet to a point;  
South 11°02'43" West, a distance of 101.05 feet to a point;  
South 14°39'24" West, a distance of 95.10 feet to a point;  
South 44°49'53" East, a distance of 134.19 feet to a point;  
South 29°26'57" East, a distance of 64.61 feet to a point;  
South 72°29'22" East, a distance of 23.33 feet to a point;  
South 36°25'36" East, a distance of 41.49 feet to a point;  
South 17°23'27" East, a distance of 74.90 feet to a point;  
South 49°46'15" East, a distance of 64.02 feet to a point;

North 66°09'01" East, a distance of 56.34 feet to a point;  
North 42°36'59" East, a distance of 69.35 feet to a point;  
North 10°42'59" East, a distance of 69.85 feet to a point;  
North 01°35'48" East, a distance of 30.04 feet to a point;  
North 14°29'28" East, a distance of 70.07 feet to a point;  
North 24°26'39" East, a distance of 33.41 feet to a point;  
North 73°23'56" East, a distance of 42.46 feet to a point;  
North 58°04'33" East, a distance of 55.51 feet to a point;  
North 51°21'28" East, a distance of 62.03 feet to a point;  
North 22°43'11" East, a distance of 34.08 feet to a point;  
North 32°37'10" West, a distance of 84.24 feet to a point;  
North 40°49'00" West, a distance of 78.06 feet to a point;  
North 06°58'49" West, a distance of 35.35 feet to a point;  
North 62°06'51" East, a distance of 23.21 feet to a point;  
North 06°26'20" West, a distance of 51.20 feet to a point;  
North 03°50'51" West, a distance of 41.24 feet to a point;  
North 28°46'34" East, a distance of 52.41 feet to a point;  
North 20°52'15" West, a distance of 48.33 feet to a point;  
North 15°16'52" East, a distance of 43.43 feet to a point;  
North 08°28'29" West, a distance of 39.66 feet to a point;  
North 55°37'08" East, a distance of 84.97 feet to a point;  
North 00°40'40" West, a distance of 33.05 feet to a point;  
North 34°08'00" East, a distance of 99.24 feet to a point;  
North 60°28'47" East, a distance of 196.79 feet to a point;  
North 58°33'35" East, a distance of 139.58 feet to a point;  
North 42°37'27" East, a distance of 98.21 feet to a point;  
North 08°20'20" East, a distance of 109.86 feet to a point;  
North 66°03'27" West, a distance of 32.23 feet to a point;  
North 15°00'24" East, a distance of 89.33 feet to a point;  
North 33°12'42" West, a distance of 89.78 feet to a point;  
South 67°27'34" West, a distance of 9.90 feet to a point;  
North 05°03'05" West, a distance of 8.35 feet to a point;  
North 05°46'54" West, a distance of 99.71 feet to a point;  
North 82°18'36" West, a distance of 59.33 feet to a point;  
North 07°23'14" East, a distance of 14.75 feet to a point;  
North 85°38'03" East, a distance of 29.39 feet to a point;  
North 22°41'12" East, a distance of 70.72 feet to a point;  
North 18°19'14" East, a distance of 97.56 feet to a point;  
North 10°25'05" East, a distance of 60.73 feet to a point;  
North 14°29'46" East, a distance of 141.77 feet to a point;  
North 14°02'01" East, a distance of 107.80 feet to a point;  
North 19°26'20" East, a distance of 156.26 feet to a point;  
North 26°32'59" East, a distance of 105.55 feet to a point;  
North 12°11'58" East, a distance of 91.80 feet to a point;  
North 21°09'42" East, a distance of 31.50 feet to a point;  
North 53°25'22" East, a distance of 83.10 feet to a point;

North 54°21'24" East, a distance of 82.34 feet to a point;  
North 88°06'18" East, a distance of 62.58 feet to a point;  
South 52°57'33" East, a distance of 14.61 feet to a point;  
South 71°13'52" East, a distance of 45.02 feet to a point;  
North 56°29'09" East, a distance of 32.14 feet to a point;  
North 68°25'33" East, a distance of 59.31 feet to a point;  
North 12°42'24" West, a distance of 15.89 feet to a point;  
North 41°53'06" East, a distance of 15.54 feet to a point;  
South 53°32'42" East, a distance of 18.69 feet to a point;  
South 00°52'24" East, a distance of 45.21 feet to a point;  
South 46°09'29" East, a distance of 49.27 feet to a point;  
South 11°53'13" East, a distance of 69.31 feet to a point;  
South 20°49'10" East, a distance of 84.49 feet to a point;  
South 12°39'58" West, a distance of 30.77 feet to a point;  
South 34°09'26" East, a distance of 29.90 feet to a point;  
South 12°37'11" East, a distance of 50.19 feet to a point;  
South 09°32'58" West, a distance of 31.48 feet to a point;  
South 34°56'59" East, a distance of 28.97 feet to a point;  
South 74°42'27" East, a distance of 31.92 feet to a point;  
South 28°37'24" West, a distance of 38.14 feet to a point;  
South 20°03'01" East, a distance of 113.59 feet to a point;  
South 70°20'46" East, a distance of 70.81 feet to a point;  
South 39°25'55" East, a distance of 323.31 feet to a point;  
Thence South 87°54'59" East, a distance of 84.36 feet to a set ½" steel rod;  
Thence South 02°02'52" West, a distance of 404.38 feet to the Point of Beginning and containing 3,114.1 acres of land.



# EXHIBIT A-2 PROPERTY DEPICTION

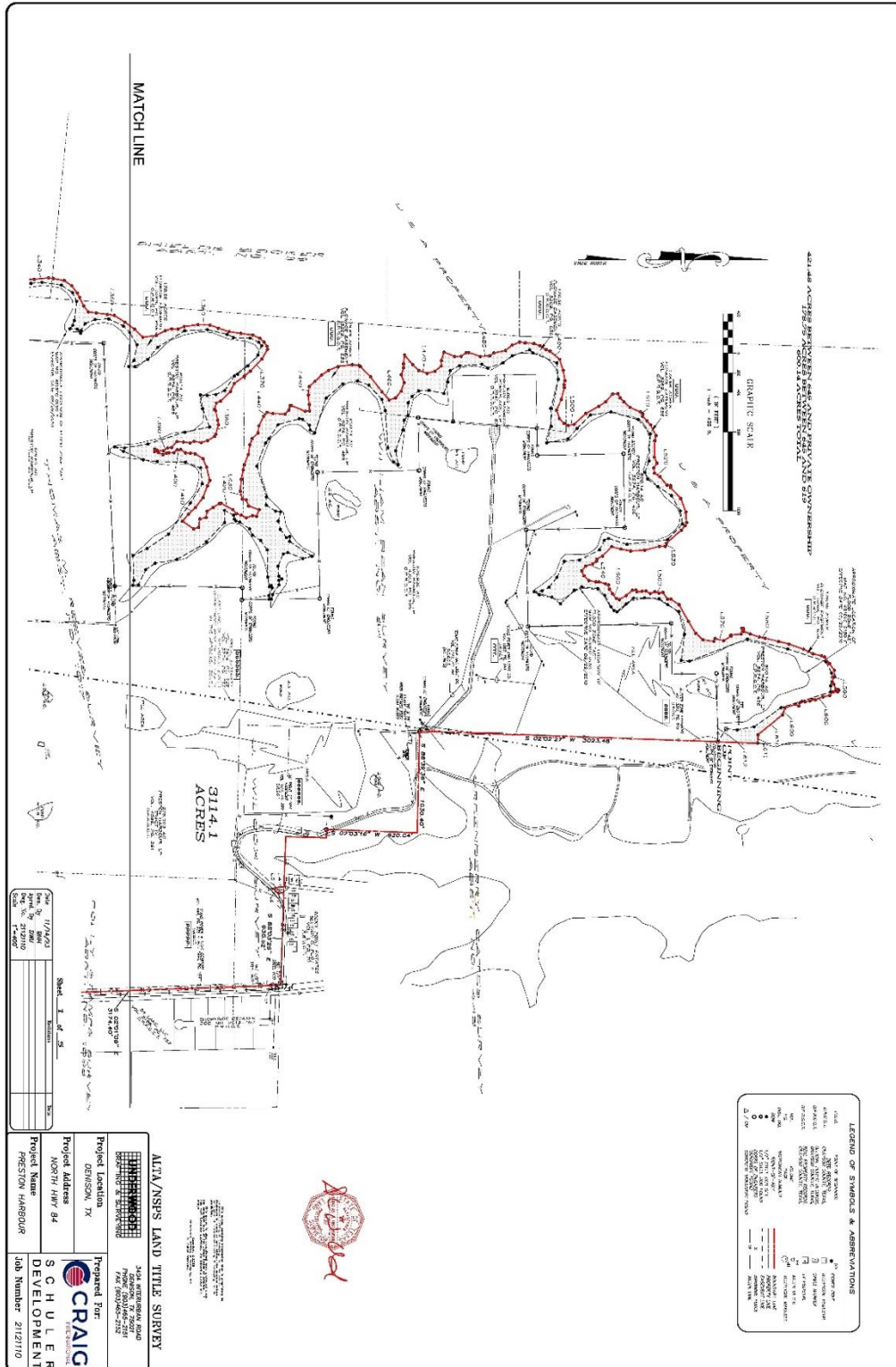


Exhibit A-2

**EXHIBIT B**  
**DEVELOPMENT STANDARDS**

PRESTON HARBOR  
PLANNED DEVELOPMENT DISTRICT

I. STATEMENT OF PURPOSE AND INTENT

This 3,114-acre Preston Harbor Planned Development District (PD) document has been prepared pursuant to Denison City Code (Code) Section 28.43.1 as a freestanding Planned Development District. The purpose of this PD is to encourage high-quality development of the Property lying within the City of Denison, Texas (City), by providing additional flexibility to take advantage of unique site characteristics and adjacency to Lake Texoma with a mixture of residential types and non-residential uses accompanied by a high level of amenities to create a quality master-planned community.

II. PROJECT LOCATION/CURRENT CONDITION

The property made the subject of this PD (Property) is bounded by FM 406 on the south, Texas Highway 84 on the east and the waters of Lake Texoma on the north and west. The Property Survey (**Exhibit 1**) and Area Location Map (**Exhibit A**) illustrate the Property's boundaries and location. The Property is currently vacant land lying within the corporate limits of the City, and the land uses proposed by this PD conform to the City's Master/Comprehensive Plan.

III. PROJECT OVERVIEW

This PD will establish minimum development standards within the Property. When there is a conflict between the Code and this PD, this PD will supersede any contrary standards and control over the development. The project shall be developed substantially in accordance with this PD and the attached exhibits as a master-planned community with a network of vehicular, bicycle and pedestrian circulation systems that provide connectivity within the entire project. There will be a diversity of housing types ranging from single-family detached homes to clusters of paired cottages and villas, from townhomes to multiple family, and from active adult living spaces to condominiums, all based upon market-driven forces. The Project will include non-residential uses located primarily along the perimeter of the Property; however, low intensity, non-residential uses and the spaces therefor shall be allowed within the Property at locations shown at the time of platting. Open space, both active and passive, will be provided throughout the development, with golf cart paths and hike and bike trails traversing the Property. Scenic overlooks will be provided from public rights-of-way and from private trails and paths where appropriate.

IV. CONCEPT PLAN; CONCEPTUAL TRAIL PLAN; SITE PLANS

Development of the Property shall conform generally with the Concept Plan attached hereto as **Exhibit B** and the Conceptual Trail Plan attached hereto as **Exhibit B-1**, which are deemed approved upon the approval of this PD by the City Council. Changes to the Concept Plan, except those defined below as "minor changes", shall require approval by the City Council. A change in the overall total number of acres allocated for a particular land use category shown on the Concept Plan that results in a net increase of less than 15 percent of the acreage allocated to such land use category; an adjustment or relocation of public utility infrastructure that does



not affect the adequacy of such infrastructure; or any modification that is an interpretation, elaboration, refinement or clarification of any applicable regulations shall be deemed a minor change that does not require Council action and may be approved by the City Manager or designee following written notice and documentation of the changes. The Conceptual Trail Plan is intended to show how the Property will be connected in a unified manner through the use of a trail system. The location and size of the proposed trails may be amended without City Council approval so long as such amendments do not materially affect the connectivity of the Property and so long as such amendments are approved by the City Manager or designee following written notice and documentation of the amendments.

No site plan approval shall be required for any development within the Property other than multi-family, townhome, or non-residential development. For multi-family, townhome and non-residential development, site plan approval shall be required in accordance with Section 28.13 of the Code (subject to the exceptions contained in Section 28.13.3), and the criteria for approval shall be that the site plan demonstrates compliance with this PD Ordinance.

V. THOROUGHFARES/ACCESS/ROAD CROSS-SECTIONS

The developer intends to construct the two (2) primary streets (Primary Streets) and two (2) secondary streets (Secondary Streets) shown and labeled on the Concept Plan. Street sections for the Primary and Secondary Streets, as well as proposed street sections for interior residential streets, all shown with and without curbs, shall be constructed generally as depicted on **Exhibit C**. Street sections may be modified to accommodate traffic needs, create enhanced visual opportunities for the surrounding areas or impart a specific sense of place upon approval of the City Manager or designee following written notice and documentation of the modification.

VI. SUBDISTRICTS; PERMITTED USES

A. Residential Subdistricts. Permitted uses, including accessory uses incidental thereto, shall include all of those uses listed as Residential on the attached **Exhibit D**.

B. Non-Residential Subdistricts. Permitted uses, including accessory uses incidental thereto, shall include all of those uses listed on the attached **Exhibit E**.

C. Temporary Uses. Temporary uses, including construction offices, temporary concrete/asphalt batching plants and temporary parking areas constructed of gravel or flexbase material are permitted during construction of infrastructure and phasing of improvements on the Property. Model homes/sales offices are permitted as temporary uses until such model home/sales office is sold to a resident and its use as a model home is discontinued or the model home/sales office is removed. A maximum of two HUD-certified manufactured homes may be located on the Property for any purpose necessary for the administration of the Lake Texoma Municipal Utility District No. 1 (District), including, but not limited to, providing qualified voters within the District or qualifying persons to serve on the Board of Directors of the District, which HUD-certified manufactured homes shall be promptly removed when no longer needed for the administration of the District, or any sub-District.

VII. PARKS/OPEN SPACE

- A. Development of the Property shall be planned and constructed in a manner that ensures adequate park and open space that benefits the needs created by the development of the Property. Park dedication fees and parkland and open space dedications shall be provided as set forth herein.
- B. A park dedication fee of two hundred fifty dollars (\$250) per dwelling unit shall be imposed on all residential development with the Property.
- C. In addition to the payment of park dedication fees, parkland and/or open space shall be dedicated at a rate of one (1) acre of land per fifty (50) dwelling units, subject to a parkland credit of ninety (90) acres, or the equivalent of 4,500 residential units. Proposed areas for parkland and open space dedications are shown on the Concept Plan and the acreages thereof shall apply to the entire Property; no specific parkland or open space requirement shall be placed on individual neighborhoods or sub-developments within the Property.
- D. Parkland may consist of land identified for (1) active park areas, (2) amenity centers serving residents of subdivisions within the Property and (3) public boat ramps with associated parking and amenity areas open to the general public. Open space may consist of (1) accessible areas within the Property that provide scenic views of, or access to, Lake Texoma or any of the inland lakes within the Property, (2) pedestrian walkways, hike and bike trails, and golf cart pathways (including those in dedicated lanes within public streets) and (3) identified preserved natural areas, including inland lakes, undevelopable slopes and land within the 100-year flood plain that is unaltered by channelization.
- E. Parkland and open spaces shall be dedicated by plat to one or more property/homeowners' associations or to the Lake Texoma Municipal Utility District No. 1 or a sub-district thereof which shall be responsible for the maintenance thereof.

## VIII. DEVELOPMENT STANDARDS

### A. General.

In keeping with the intent of this Planned Development to encourage and accommodate a variety of residential products, the development of residential uses within the Property shall comply with the following, which shall be the exclusive lot size, setback, building height, lot coverage, parking, and masonry requirement applicable to development within the Property:

### B. Residential.

1. Single Family Detached (includes Duplex).
2. Minimum lot size – 2,500 square feet;
3. Minimum lot width – 25 feet;
4. Minimum lot depth – 80 feet;
5. Minimum side yard – 5 feet for centered dwellings, 0 and 10 feet for zero lot line dwellings, and 0 and 5 feet for duplex;
6. Minimum side yard for corner lot – 10 feet;
7. Minimum front or rear building line – none;
8. Minimum floor area per dwelling – none;
9. Minimum setback for garages or accessory structures– none;

10. Maximum height – none;
11. Minimum exterior construction standards shall include stucco and cementitious composition fiberboard as masonry materials.

C. Townhome. The height and area regulations contained in Section 28.26 of the Code shall apply except as indicated below:

1. Minimum lot size – 1,700 square feet;
2. Maximum density – 14 units per net acre;
3. Minimum lot width – 20 feet;
4. Minimum lot depth – 80 feet;
5. Minimum floor area per dwelling unit – none;
6. Minimum floor area per dwelling – none;
7. Maximum height – none;
8. Minimum exterior construction standards shall include stucco and cementitious composition fiberboard as masonry materials.

D. Multi-Family. The height and area regulations contained in Section 28.31 of the Code shall apply except as indicated below:

1. Minimum lot size – 5 acres;
2. Maximum density – 30 units per net acre;
3. Minimum floor area per dwelling unit – none;
4. Minimum side yard setback – 25 feet;
5. Minimum front yard setback – 50 feet;
6. Minimum rear yard setback – 25 feet;
7. Maximum height – none;
8. Minimum exterior construction standards shall include stucco and cementitious composition fiberboard as masonry materials, and metal exterior panels or accent components not exceeding 25% of the gross area on any exterior face of the main structure.

E. Minimum Parking Requirements.

1. Single family and townhome – two (2) off-street parking spaces per dwelling unit, one (1) of which may be provided through a centralized parking cluster located within 1,500 feet of the residence;
2. Multi-family – 1.75 off-street spaces per unit.

F. Non-residential.

Development of non-residential office uses, as defined in Section 28.63.1. of the Code, shall comply with the area regulations in Section 28.33 of the Code, except for the following:

1. Maximum lot coverage – none;
2. Maximum height – none.

Development of non-residential uses other than office located adjacent to FM 406 or State Hwy 84 shall comply with the area regulations in Sections 28.35, except for the following:

3. Maximum floor-to-area ratio- none;
4. Maximum height - none.

Development of non-residential uses other than office in other areas within the Property shall comply with the area regulations in Section 28.34, except for the following:

5. Maximum lot coverage – 60%;
6. Floor-to-Area Ratio – none;
7. Maximum height – none;
8. No restriction on percentage of mandatory parking spaces between the primary structure or building and the front property line.

G. Recreational Complexes.

Development of recreational complexes and amenities designed to serve neighborhoods within the Property, including, but not limited to, parking, screening, outdoor recreational facilities, lighting, and landscaping may vary from the above-stated regulations following the submittal and approval of a site plan showing the variance therefor.

H. Overall Density.

There shall be no maximum number of dwelling units for any particular area, use or development within the Property; however, the cumulative number of dwelling units at build-out shall not exceed 10,000 units.

I. Landscaping. Landscaping shall comply with the provisions of Section 28.51 of the Code, except for the following revisions:

Landscape plans for development of other than single family detached, and duplex lots may include natural areas as delineated thereon and may permit tree, plant materials and irrigation systems to be installed in public rights-of-way without an encroachment agreement with the exception of trees over utility lines. Any grassy areas within the right-of-way that are removed will be re-sodded.

Any tree, plant material or irrigation system component installed in a public right-of-way shall be maintained by a property/homeowner’s association or the Lake Texoma Municipal Utility District No. 1 or a sub-district thereof.

Required landscaping along rights-of-way may be satisfied by designating land adjacent to such rights-of-way as natural areas and irrigation thereof shall not be required.

Required trees for single-family detached or duplex lots may be located within a public or private right-of-way adjacent to the front yard as long as the separation required for utilities is provided.

No tree survey shall be required for any development within the Property.

An aerial photograph or depiction of the area subject to the submittal of any plat or site plan for lots developed as single-family residential or duplexes depicting locations of undisturbed natural areas and heritage trees shall constitute a tree preservation plan, if required

Clear-cutting shall be permitted without a permit in areas where the existing topography or the proposed layout of lots for single-family residential or duplexes requires mass grading for the efficient and cost-effective development of such lots as shown on an aerial photograph or depiction and approved by the City Manager or designee. In addition, given the topography of, and existing vegetation on, the Property, there shall be no minimum percentage of caliper inches of protected trees that must be preserved.

Thinning of protected trees shall be allowed without a permit to create enhanced visual opportunities of Lake Texoma and the inland lakes following a thirty (30) day written notification to the city staff and a general depiction of the locations where the thinning will occur. Removal of underbrush and dead trees may be done without a permit.

J. Fence, screening and wall regulations. The regulations pertaining to fencing, screening and walls in Section 28.53 of the Code shall apply, except required screening for multi-family and non-residential uses may be revised through approval of a site plan.

K. Signage. All signage within the Property shall comply with Chapter 19 of the Code, except as listed below. Signage shall not be required in any part of the development and may be done solely at the discretion of the developer.

Subdivision entry signs may be placed at the main entry points to the Property and shall be subject to a maximum height of thirty-five feet (35') and an attached or isolated blade sign wall with a maximum size of fifteen feet (15') tall by forty feet (40') feet in length (15'X40').

Property Boundary Monument signs may be placed on the corner or edge of the Property to provide project identity features with a maximum height of thirty-five feet (35') and an attached or isolated sign blade with a maximum size of fifteen feet (15') tall by forty feet in length (15'X40').

Secondary entry monument signs may be placed at secondary entry points to the Property with a maximum height of twenty-five feet (25') and an attached or isolated sign blade wall with a maximum size of fifteen feet (15') tall by forty (40') feet in length (15'X40').

Residential entry monument signs may be placed at the entry points to residential subdivisions within the Property with a maximum height of fifteen feet (15') and an attached or isolated sign blade wall with a maximum size of fifteen feet (15') tall by forty feet (40') in length (15'X40').

Community center monument signs may be placed at the community center with a maximum height of ten feet (10') and an attached or isolated sign blade wall with a maximum size of eight feet (8') tall by twenty-five feet (25') in length (8'X25').

Parks monument signs not to exceed twelve feet (12') feet in height may be placed at parks located throughout the Property.

Directional/Information signs not exceeding eight feet (8') in height may be placed to direct residents to various parks or trails located throughout the Property; additionally, informational signs about wildlife, wellbeing messaging and navigation not to exceed eight feet (8') in height may be placed throughout the Property.

IX. MISCELLANEOUS

A. Variances from City Code

1. Consistency. This PD is generally consistent with the Comprehensive Plan, the Future Land Use Map, the Major Thoroughfare Plan, and applicable law. By adoption of this PD, the Comprehensive Plan, the Future Land Use Map and the Thoroughfare Plan are amended to be consistent with this PD and such modifications shall supersede any contrary standards imposed by the Denison City Code of Ordinances.
2. References to the City Code or Code shall mean the Code of Ordinances of the City of Denison, Texas, as the same exists on the date of adoption of this Planned Development Ordinance or as it may be amended in the future.<sup>54</sup>
3. Exhibits. The exhibits attached are incorporated herein for all purposes. The exhibits are not construction drawings, and the final construction drawings for the project approved by the City may differ in detail from the exhibits, but the final approved construction drawings shall control over the exhibits and, when approved, are deemed to substantially conform with the design intent of the PD Plan.
4. Certificates of Occupancy/Final Acceptance of Infrastructure. The issuance of certificates of occupancy for any structure or final acceptance of infrastructure shall be confirmation of satisfaction with this PD plan for the relevant items.
5. Notice and Option to Cure. The City shall provide written notice to the owner/developer and reasonable opportunity (not less than 30 days) to cure any alleged violation under the PD. Violations are limited to the platted lot where the violation occurs. The violation by the owner of one platted lot shall not affect any other platted lot or the owner thereof.
6. Once the first plat within the Property is approved then the Concept Plan shall never lapse.

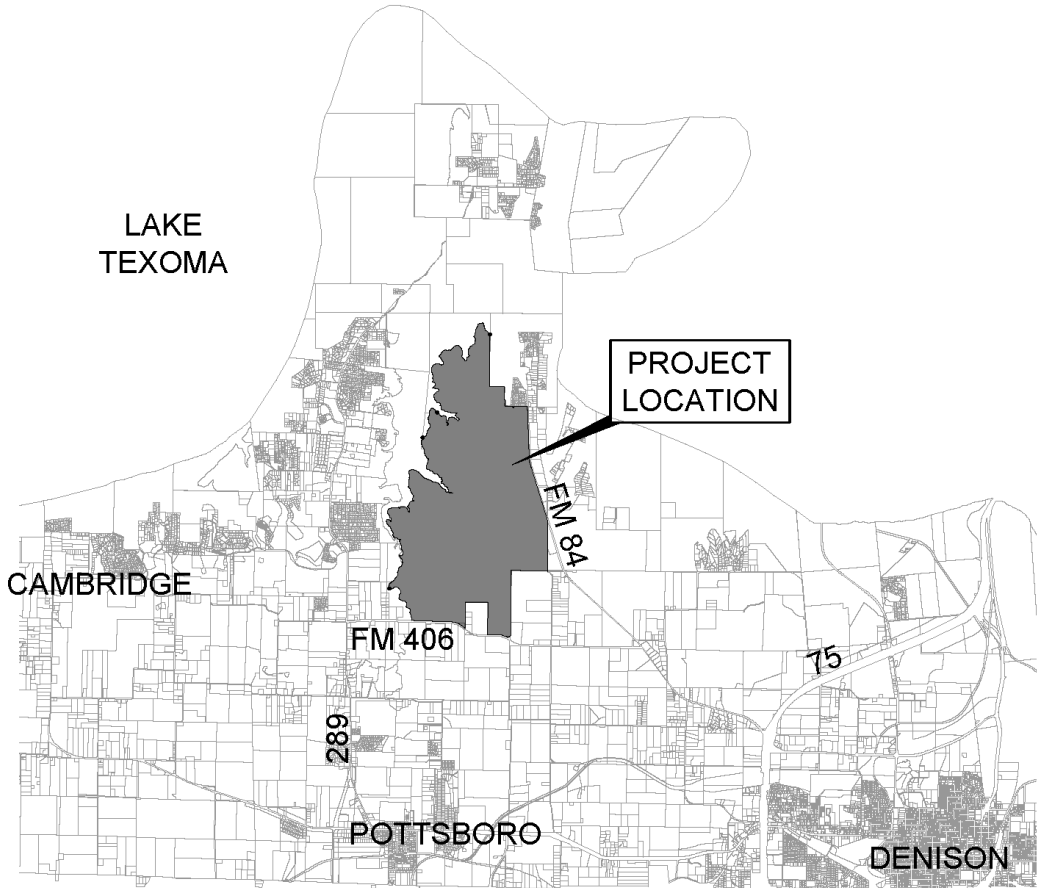








Exhibit A  
Area Location Map



AREA LOCATION MAP

SCALE: 1:10,000

**Preston Harbor**  
Denison, Texas  
February 2024

**Kimley»Horn**  
13455 Noel Rd  
Suite 700  
Dallas, Texas 75240  
972-335-3500  
State of Texas Registration No. F-928  
NOTE: THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A CONTRACT. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED HEREON.

## Exhibit B Concept Plan

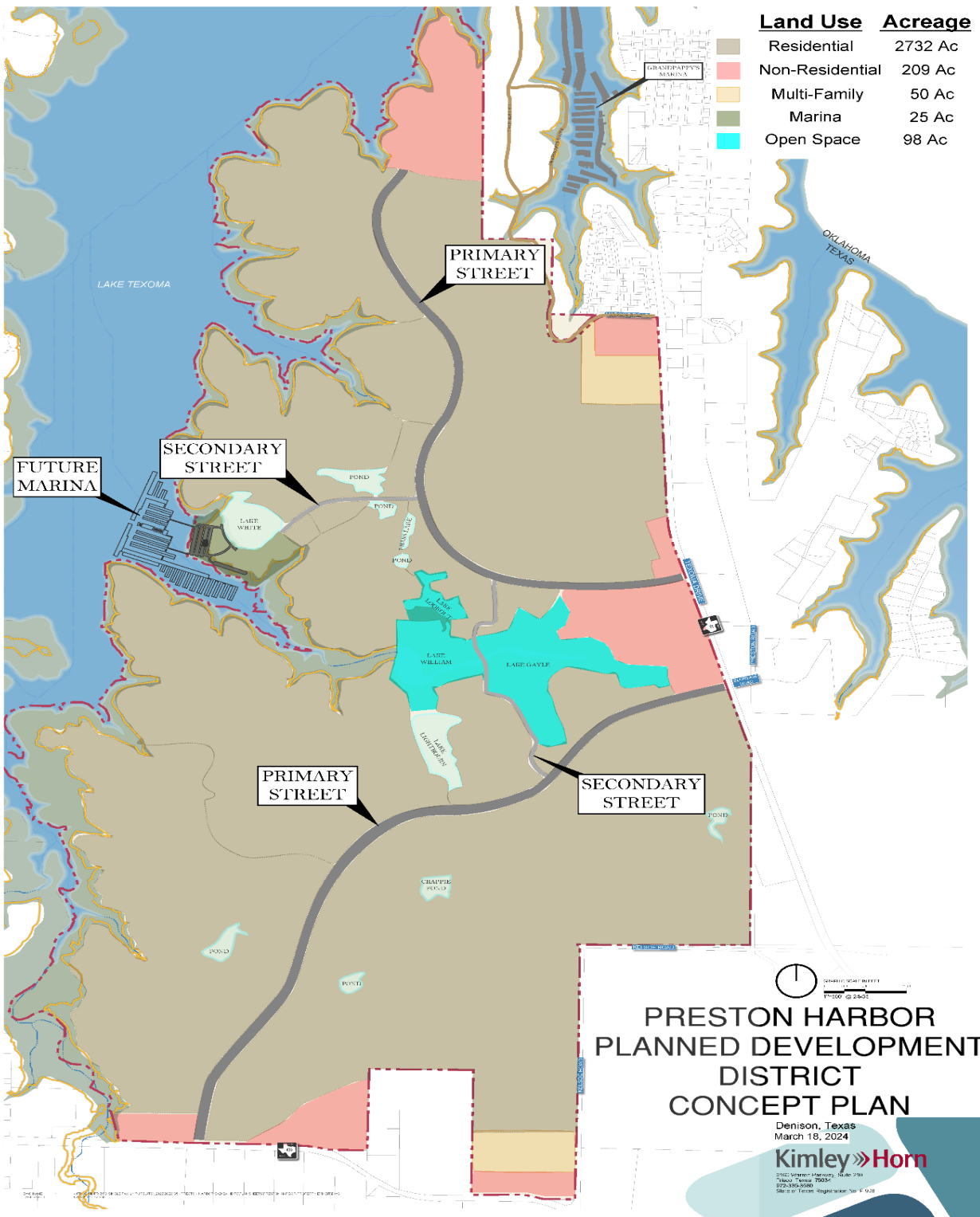
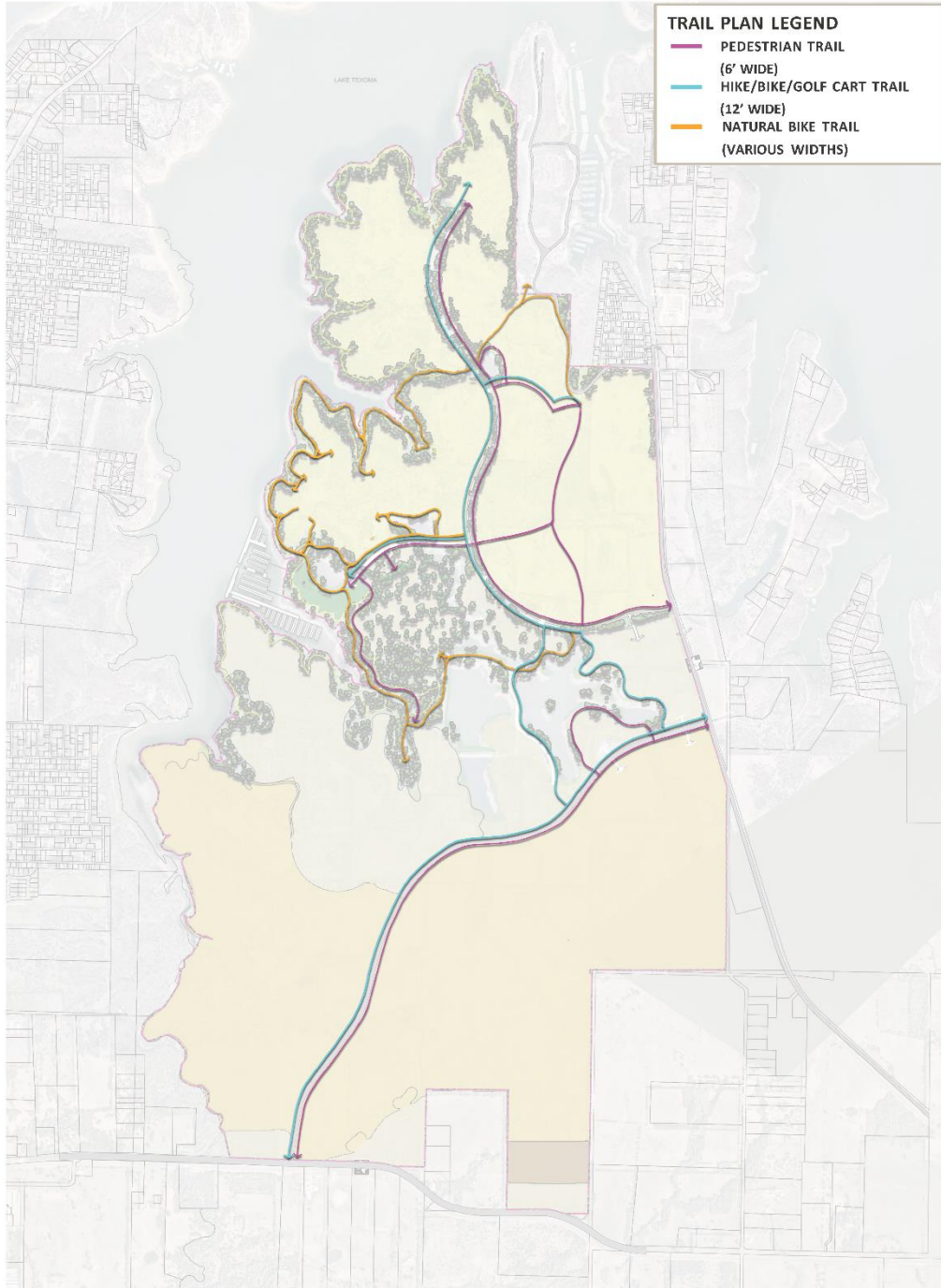




Exhibit B-1  
Conceptual Trail Plan



# Exhibit C Street Sections

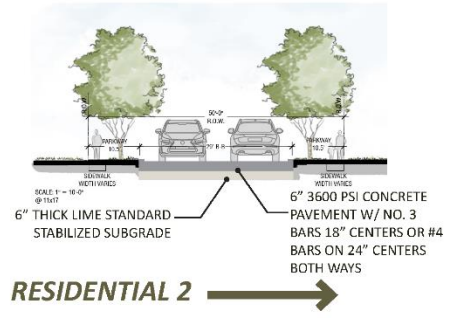
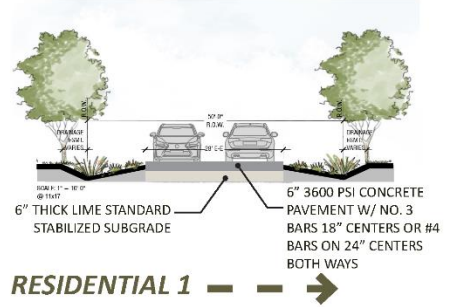
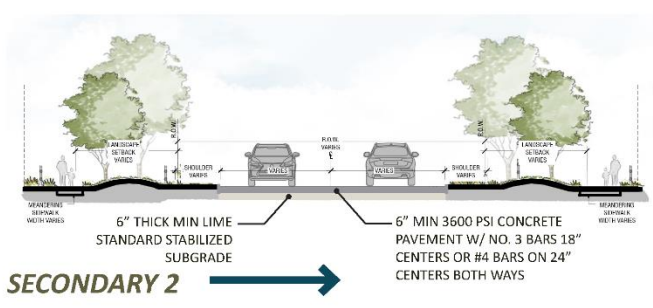
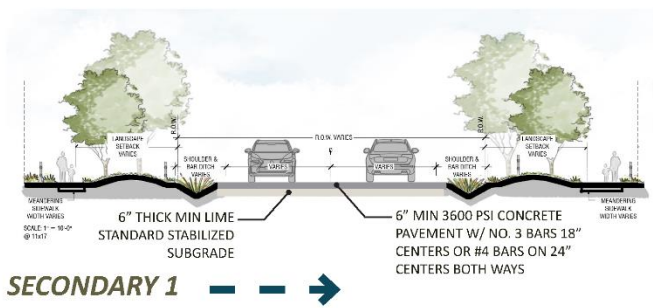
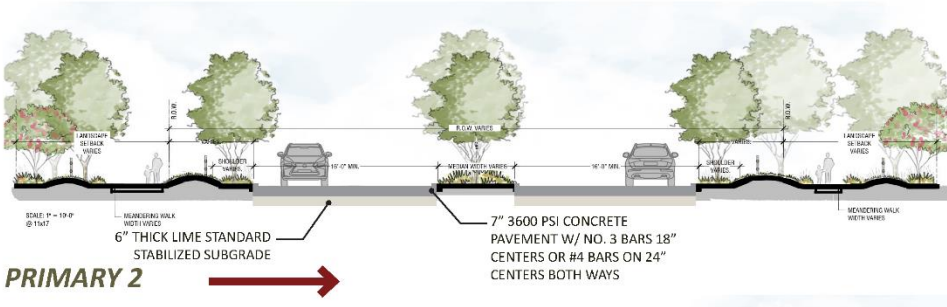
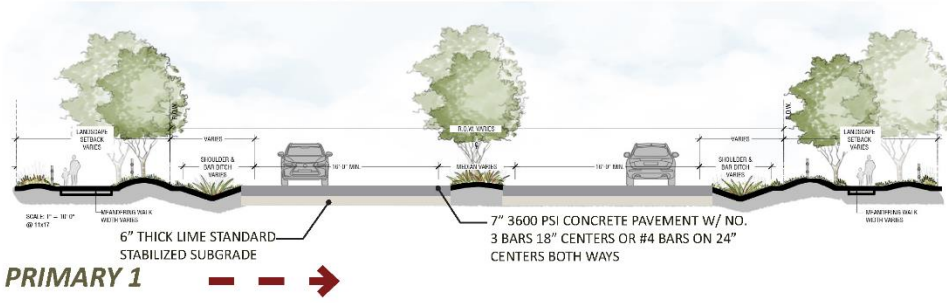




Exhibit D  
Residential Permitted Uses

Accessory Building/Structure (Residential)  
Accessory Dwelling  
Duplex  
Home Occupation  
Multi-Family (Apartments)  
Single-Family Detached  
Swimming Pool (Private)  
Townhome

Exhibit E  
Non-Residential Permitted Uses

Alcohol Beverage Off-Premise Retail Sales  
Alcoholic Beverage Off-Premises Retail (See section 28.60)  
Amusement, Commercial with or without alcohol  
Art Dealer/Gallery  
Art Supply Store  
Artist Studio  
Assisted Living Facility  
Auto Gasoline or Motor Fuel Service Station  
Automatic Teller Machines (ATMs)  
Bakery (Retail)  
Bank, Savings & Loan or Credit Union  
Bar  
Barber Shop (Non-College)  
Beauty Shop, (Non-College)  
Bike Sales, Golf Cart and/or Repair (No outside storage)  
Boat Sales/Rental/Repair  
Boat Marina (including commercial uses related to lake uses)  
Book Store  
Bowling Center  
Brew Pub/Micro-Brewery  
Brewery or Distillery  
Cafeteria  
Candy or Cake Shop  
Car Wash (Self-Service)  
Child Day Care (Business)  
Cleaning, Small Plant or Shop  
Clinic (Medical)  
Computer Sales  
Confectionery Store (Retail)  
Convenience Store with gas sales  
Convenience Store without gas sales  
Custom Personal Service Shop  
Dance/Drama/Music Schools/Gymnastics (Performing Arts)  
Emergency Care Clinic  
Financial Services (Advice/Invest)  
Florist Shop  
Food or Grocery Store  
Food Truck Park  
Full-Service Car Wash (Detail Shop)  
Hardware Store  
Health Club (Physical Fitness)  
Hospice  
Hospital (Acute Care)  
Hotel

Insurance Agency Offices  
Kennel (outside pens)  
Laundry and Cleaning, Self-Service Automatic  
Laundry/Dry Cleaning (Drop Off/Pick Up)  
Locksmith  
Martial Arts School  
Nursing/Convalescent or Skilled Home  
Office (Administrative, Medical, and Professional)  
Personal Watercraft Sales (New)  
Pet Shop/Supplies/Grooming  
Pharmacy  
Photo Studio  
Photocopying/Duplicating  
Plant Nursery (Retail Sales)  
Post Office (Governmental)  
Private Recreation Facility (Private Park)  
Quick Lube/Oil Change/Minor Inspection  
Real Estate Offices  
Recreation Center  
Rehabilitation Care Facility  
Restaurant (Drive-in)  
Restaurant (with Drive-thru)  
Restaurant (without Drive-thru)  
Retail Shop (Misc.)  
R. V. Park  
Security Systems Installation Company  
Shopping Center  
Spa  
Tennis Court (Private/For Profit)  
Tire Sales (No Outdoor Storage)  
Travel Agency  
Travel Trailers/R. V.s (Short-Term Stays)  
Veterinarian  
Warehouse (Mini)/Self-Storage  
Wastewater Treatment Plant (Public)  
Water Supply Facility (Elevated Water Storage)

**EXHIBIT C**  
**CONCEPT PLAN**

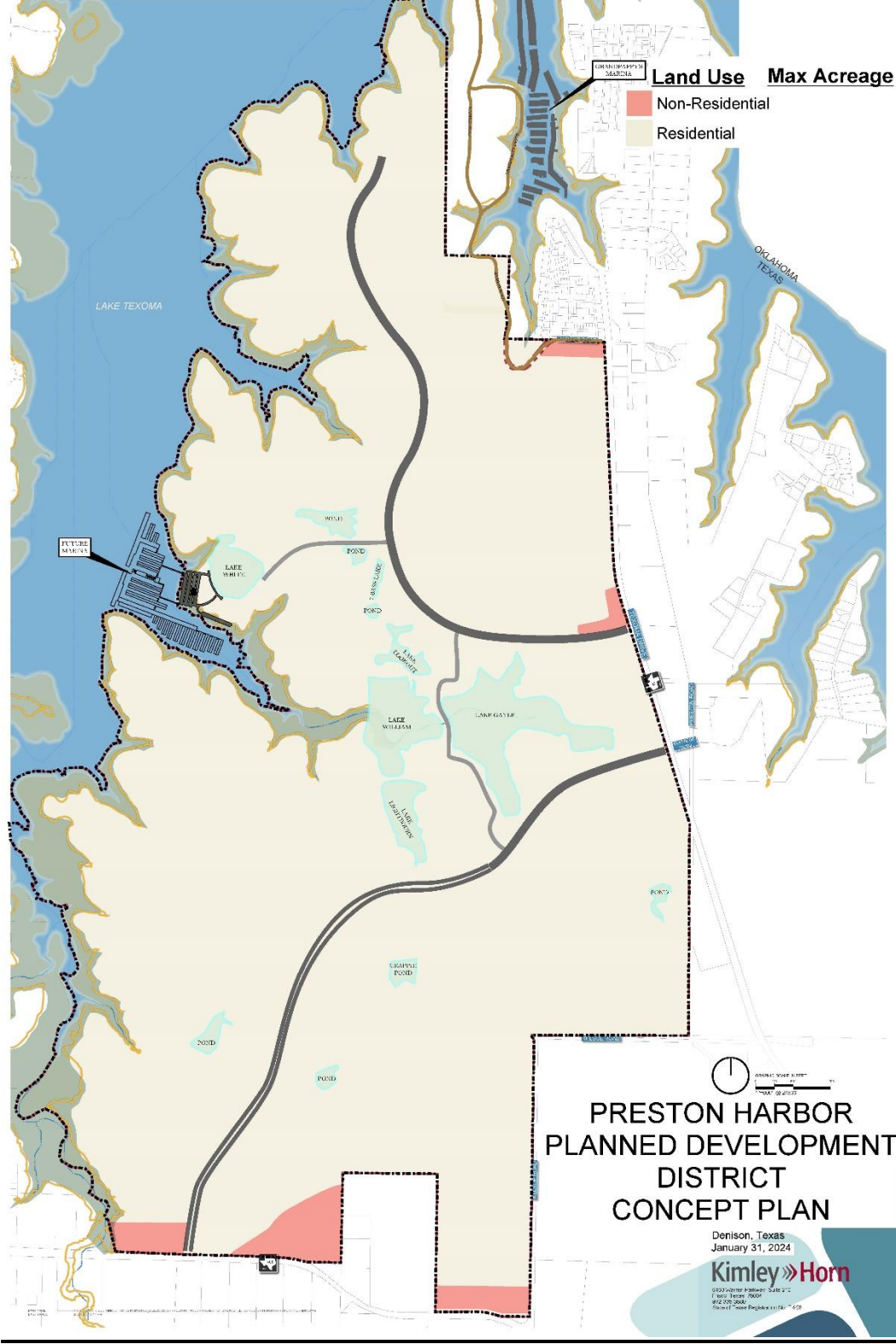


Exhibit C

# City Council Meeting Staff Report



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## Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone approximately .1148 of an acre tract legally described as Lot 8, Block 1 of the J.P. Dumas Addition, commonly known as 301 E. Shepherd Street, GCAD Property ID No. 146205, from the Local Retail (LR) District to the Single-Family (SF-5) Residential District to allow for residential use. (Case. No. 2024-010Z).

## Staff Contact

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

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## Summary

- The applicant is requesting a rezone of the subject property from the Local Retail District to the SF-5, Single Family Residential District to allow for residential uses.
- Applicant wishes to develop the property in a single-family manner.
- The request complies with the Comprehensive Plan.

## Staff Recommendation

Staff recommends approval of this request.

## Recommended Motion

"I move to approve changing the zoning of the subject property from the Local Retail (LR) District to the Single Family (SF-5) Residential District to allow for residential use."

---

## Background Information and Analysis

The applicant is requesting a rezone of property located at 301 E. Shepherd Street from the Local Retail (LR) District to the SF-5, Single Family Residential District. The applicant wishes to construct a single-family structure comparable to the residential structures developed within the same block. The Future Land Use Plan depicts this area as "Neighborhood". Per the Comprehensive Plan, areas depicted as "Neighborhood" should be developed in residential manner. This request complies with the Comprehensive Plan. Additionally, the subject property meets development standard requirements for lot size, width, and depth listed within the SF-5, Single Family Residential zoning ordinance. Approval of this request will allow the applicant to move forward with construction of a single-family dwelling.

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

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

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

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

N/A

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

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

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

The overall area has been developed in a residential manner.

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

N/A

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

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

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

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

### **Financial Considerations**

N/A

### **Prior Board or Council Action**

- The Planning and Zoning Commission recommended approval of the request at their meeting held on March 26<sup>th</sup>, 2024.

### **Alternatives**

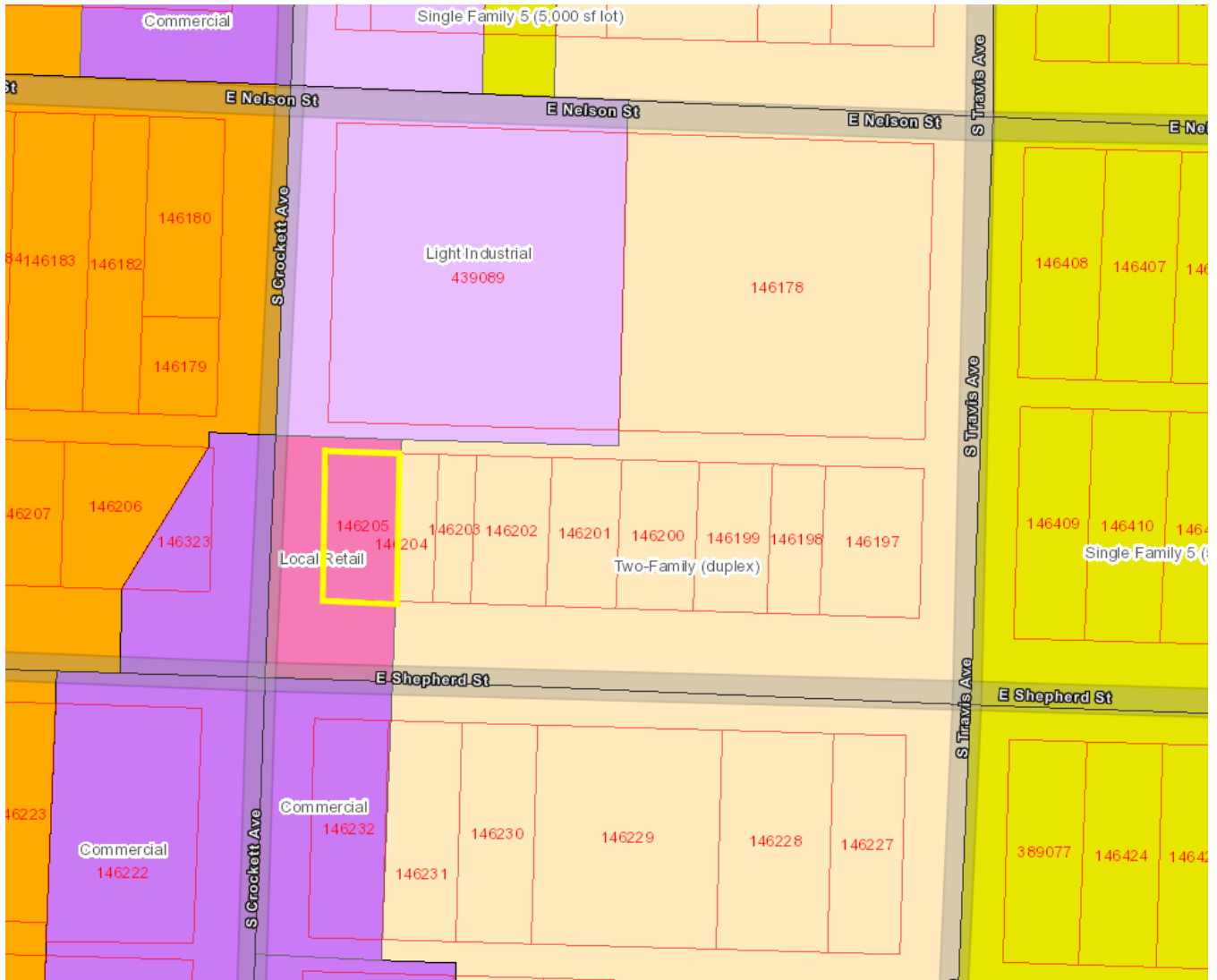
- The City Council may table, recommend denial or recommend approval with conditions.



# Aerial of Subject Area



# Zoning Aerial of Subject Area



## Project Narrative: 301 E Shepherd

1. We are requesting a zoning change from local retail to SF5 so that we are able to build a product of comparable size and function to those which exist in the surrounding area. The lot size and location is most conducive to a single-family dwelling and could accommodate a single vehicle garage. In the immediate areas surrounding these lots, the homes have either no dedicated parking structure, or a carport.
2. Our current plans would comply with the adopted comprehensive plan for SF5 zoning.
3. Perhaps; however, acquisition costs are high, and this lot which we already own would be ideal locations for our proposed plan, and this new build will complement and elevate the surrounding community.
4. If accepted, similar changes in zoning may be appropriate in other areas, when lot size, and surrounding properties are not conducive to larger footprints and/or two-family dwellings.
5. The proposed use of this lot will complement the existing surrounding structures. This lot is surrounded by other single-family domiciles.

COOK'S FIRST ADDITION, BLOCK 7

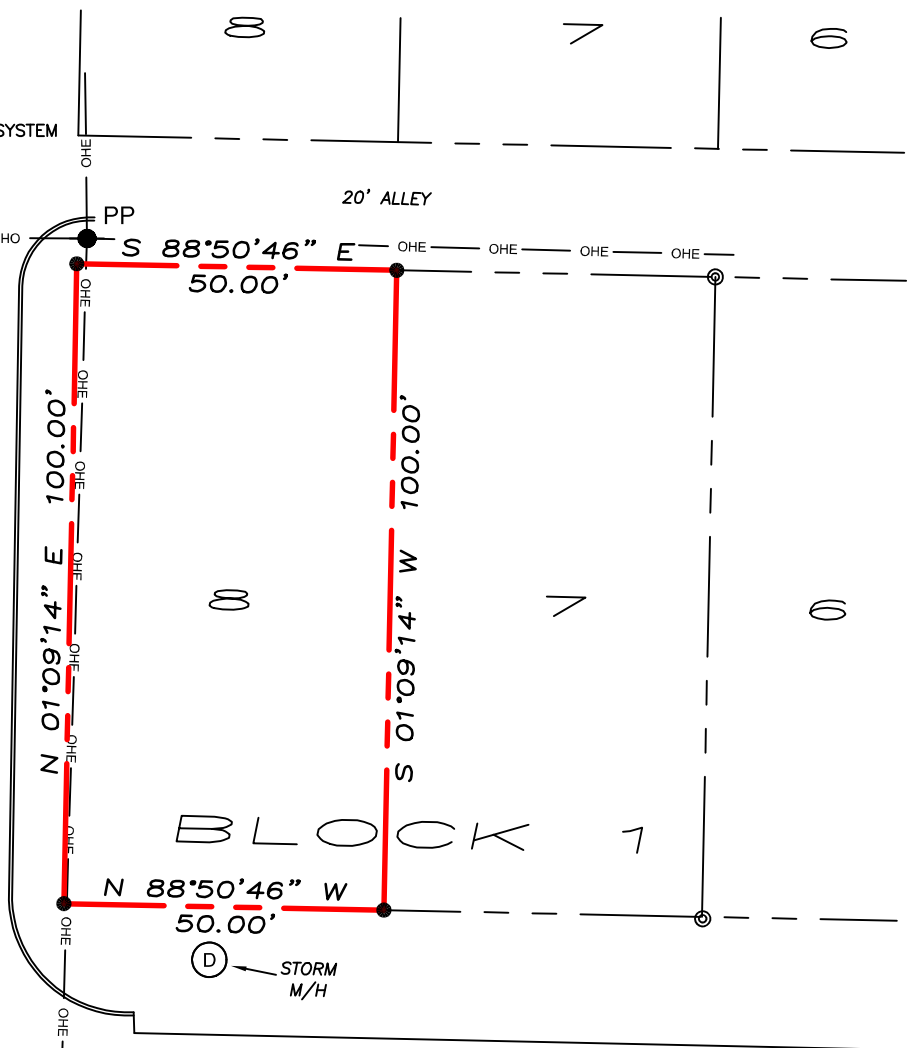
~ BASIS OF BEARINGS ~  
 GRID NORTH, NAD 83  
 TEXAS STATE PLANE COORDINATE SYSTEM  
 NORTH CENTRAL ZONE



SCALE  
 1" = 30'

CROCKETT AVE.

SHEPHERD ST.



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LEGEND

- 1/2" STEEL ROD SET
- ⊙ 1/2" STEEL ROD FOUND
- PP POWER POLE
- BOUNDARY LINE
- - - PROPERTY LINE
- OHE — OHE — OVERHEAD ELECTRIC LINE

I, Douglas W. Underwood, Registered Professional Land Surveyor do hereby certify that on the 2nd day of August 2021, a survey was made on the ground of the property shown hereon, described as Lot 8, Block 1, of the J. P. Dumas Addition, an addition to the City of Denison, Texas, as shown by plat of record in Volume "Y", Pages 324 & 325 of the Deed Records, Grayson County, Texas, and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or right-of-way, except as shown on the plat herewith, and that the plat herewith is a true, correct and accurate representation of the property legally described hereinabove.



*Douglas W. Underwood*

**UNDERWOOD**  
 DRAFTING & SURVEYING

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS LOT 8, BLOCK 1, OF THE J.P. DUMAS ADDITION, AN ADDITION TO THE CITY OF DENISON, GRAYSON COUNTY, TEXAS, ACCORDING TO DEED RECORDED IN VOLUME Y, PAGES 324 AND 325, DEED RECORDS OF GRAYSON COUNTY, TEXAS, COMMONLY REFERRED TO AS 301 E. SHEPHERD STREET, DENISON, TX, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A”, FROM ITS ZONING CLASSIFICATION OF LOCAL RETAIL (LR) DISTRICT TO SINGLE FAMILY (SF-5) RESIDENTIAL DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE SINGLE FAMILY (SF-5) RESIDENTIAL DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.**

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

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

**WHEREAS**, Texan Platinum Homes (the “Owner”) owns Lot 8, Block 1, of the J.P. Dumas Addition, an Addition to the City of Denison, Grayson County, Texas, according to the Deed recorded in Volume Y, Pages 324 and 325, Deed Records of Grayson County, Texas, as described and depicted in Exhibit “A,” which is attached and incorporated as if fully set forth herein (the “Property”), and has made an application under the provisions of the Zoning Ordinance for a zoning change on the Property from the current zoning district classification of Local Retail (LR) District to Single Family (SF-5) Residential District; and

**WHEREAS**, Owner has designated Josh Holley and/or Aaron Johnson of Holly Jolly Homes 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**, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

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

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

**SECTION 1. Findings Incorporated.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, and found to be true.

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

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

The zoning district classification on the Property is hereby changed from Local Retail (LR) District to Single Family (SF-5) Residential District. The Property shall be subject to all applicable City ordinances and regulations governing a Single Family (SF-5) Residential District.

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

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



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

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

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

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

**AND IT IS SO ORDERED.**

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

Ayes:

Abstentions:

Nays:

At regular meeting April 1, 2024.

\_\_\_\_\_  
JANET GOTT, MAYOR

ATTEST:

\_\_\_\_\_  
Christine Wallentine, City Clerk

**EXHIBIT "A"**  
**LEGAL DESCRIPTION AND DEPICTION**

**A TRACT BEING LEGALLY DESCRIBED AS LOT 8, BLOCK 1, OF THE J. P. DUMAS ADDITION, AN ADDITION TO THE CITY OF DENISON, GRAYSON COUNTY, TEXAS, ACCORDING TO THE DEED RECORDED IN VOLUME Y, PAGES 324 & 325, DEED RECORDS OF GRAYSON COUNTY, TEXAS; BEING COMMONLY KNOWN AS 301 E. SHEPHERD STREET.**

