



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Monday, August 17, 2020

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on Monday, August 17, 2020 at 6:00 PM in the Council Chambers at City Hall, 300 W. Main Street, Denison, Texas at which the following items will be considered:

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

2. 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

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

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

- A. Receive a report, hold a discussion and take action on approving the Minutes from the regular City Council Meeting held on August 3, 2020.
- B. Receive a report, hold a discussion and take action on a resolution adopting the Title II of the Americans with Disabilities Act (ADA) Notice, Coordinator, and Grievance Procedure regulatory requirements; and providing an effective date.
- C. Receive a report, hold a discussion and take action on the First Amendment to Affordable Housing Real Property Purchase and Incentives Agreement with Scott Moody Homes, LLC, and authorize the City Manager to execute the same.

4. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion and take action on the First Amendment to the 2019 Mowing and Maintenance Agreement with Stephen Fulenchek, d/b/a S.F. Landscaping, and authorizing the City Manager to execute the same.
- B. Receive a report, hold a discussion and take action on the First Amendment to the 2019 Utilities Mowing and Maintenance Agreement with Stephen Fulenchek, d/b/a S.F. Landscaping, and authorize the City Manager to execute the same.
- C. Receive a report, hold a discussion and take action on the First Amendment to T.H.F. Park Mowing and Maintenance Agreement with Dyna -Mist Construction Co., and authorize the City Manager to execute the same.
- D. Receive a report, hold a discussion and take action on the First Amendment to Contract to Provide Emergency Medical Services to renew the contract for an additional one-year term, effective from September 2, 2020 to September 1, 2021, and authorize the Mayor to execute the same.
- E. Receive a report, hold a discussion and take action on the First Amendment to Lease Agreement with LifeNet, Inc. to renew the Lease for ambulances and properties for sleeping, posting or insured vehicle housing, for an additional one-year term, effective from September 2, 2020 to September 1, 2021, and authorize the Mayor to execute the same.
- F. Receive a report, hold a discussion and take action on a Resolution calling one public hearing to consider an increase in tax revenue and receive an update on the development of the FY2021 budget.

5. PROJECT UPDATES

- A. Receive a report, hold a discussion and give an update on the Coronavirus Relief Fund, Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) reimbursement requests provided through the Texas Division of Emergency Management (TDEM).
- B. Receive an update from the Marketing and Tourism Coordinator on the Convention and Visitor's Bureau budget for FY2021.

6. EXECUTIVE SESSION

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

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

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

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

CERTIFICATION

I do hereby certify that a copy of this Notice of Meeting was posted on the front window of City Hall readily accessible to the general public at all times, and posted on the City of Denison website on the 14th day of August 2020, before 6:00 PM.

Christine Wallentine, City Clerk

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



**MINUTES OF
CITY COUNCIL MEETING
CITY OF DENISON
MONDAY, AUGUST 3, 2020**

CALL TO ORDER

Announce the presence of a quorum.

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

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Craig Ewing, Pastor of Iron Ore Baptist Church, gave the Invocation, which was followed by the Pledge of Allegiance and Texas Pledge led by Houston Elementary 4th grader, Ziya Johnson.

2. PROCLAMATIONS AND PRESENTATION

A. Denison Rotary Club Presentation to Denison Police Department

Ronnie Cole, immediate past President of the Denison Rotary Club, along with a few other members of the Denison Rotary Club, presented Police Chief Mike Gudgel with a \$25,000 check representing proceeds raised by the Denison Rotary Club for a new police K-9/drug dog.

3. PUBLIC COMMENTS

Mayor Gott called for any public comments at this time and reminded those wanting to comment of the guidelines established by the City Council. Mayor Gott then asked City Clerk, Chris Wallentine, if any Request to Speak Cards were received with regard to any of the agenda items. Ms. Wallentine confirmed there were no Request to Speak Cards returned to her prior to reaching the public comments section. Therefore, no public comments were made.

4. CONSENT AGENDA

A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on July 13, 2020.



- B. Receive a report, hold a discussion and take action on an ordinance amending Chapter 18 “Public Property”, Article III “Parks and Recreation Areas”, Division 1, “Generally”, by adding Section 18-74 “Public Parks Curfew.”
- C. Receive a report, hold a discussion and take action on awarding a bid and entering into a contract with Western Municipal Construction of Texas, LLC for the construction of the Theresa Drive Water Line Project, Phase 2, and authorize the City Manager to execute the same.
- D. Receive a report, hold a discussion and take action on Amendment Number 2 to the Standard Fuel Agreement with Douglass Distributing extending the original contract until September 30, 2021 and authorize the City manager to execute the same.
- E. Receive a report, hold a discussion and take action on the appointment of Randy Truxal as a representative to the Texoma Community Center Board of Trustees, Place 8.
- F. Receive a report, hold a discussion, and take action on modifying Chapter 26, Article II “Sewer Use, Wastewater and Stormwater Disposal”, Division 1 - “Generally”, Division 2 – “Administration”, Division 3 – “Discharge Permits”, Division 4 – “Inspections” and Division 5 – “Regulation of Discharge and Sewer Connections” of the Denison Code of Ordinances

Council Action

On motion by Council Member Hander, seconded by Mayor Pro Tem Doty, the City Council unanimously approved **Ordinance No. 5069**, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 18 “PUBLIC PROPERTY”, ARTICLE III “PARKS AND RECREATION AREAS”, DIVISION 1, “GENERALLY” OF THE CITY OF DENISON CODE OF ORDINANCES BY ADDING SECTION 18-74 “PUBLIC PARKS CURFEW”; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE”; **Ordinance No. 5070**, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 26 “UTILITIES”, ARTICLE II “SEWER USE, WASTEWATER AND STORMWATER DISPOSAL”, OF THE CITY OF DENISON CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING A PENALTY; AND PROVIDING AN EFFECTIVE DATE”; and the rest of the Consent Agenda as presented.

5. PUBLIC HEARINGS

At this time, Mayor Gott stated that Item B below would be taken up prior to Item A, as they were in reverse order on the Agenda. Mayor Gott then called Item B below.



- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an ordinance for a Conditional Use Permit for the use of a food truck park for Jake's Place located at 4801 S Highway 91 Denison, Texas 75020. (Case No. 2020-052CUP).

Council Action

Bill Medina, Planner, reported that this item is the use part of the project, a conditional use permit. As the applicant stated, they are planning to do a food truck park that would consist of beer and wine sales and some live entertainment. Mr. Medina then showed the zoning and aerial maps. Mr. Medina then showed the site plan and stated that staff had worked really closely with the applicant on this and that they were pleased to see this layout and design. One of the big wins that Mr. Medina see besides using an existing site that has been vacant, but they are also putting in some landscaping around the front of the property and what that does from a planning perspective, is they are separating vehicular traffic and pedestrian traffic. All the parking and pedestrian traffic is to the rear and you are going to have that separate because of the landscaping. This will really dress up the site a bit. They are also doing a lot of work on the inside of the building including a fire suppression system. They are going to repaint the building, removing the dance floor and putting seating. Mr. Medina then showed the layout of the inside. They are also redoing the floors and the ceiling fans. The parking lot will also be done with new chip seal and a fresh 24-foot asphalt fire lane, which was desperately needed here. Live entertainment will end by 11:30, which is a component of the Conditional Use Permit. Their hours of operation are Sunday through Thursday 11:00 a.m. to 10:00 p.m. and then Friday and Saturday, 11:00 a.m. to 12:00 midnight. The Planning and Zoning Commission recommended approval at their July 14, 2020 meeting. Mr. Medina then provided some pictures of the sample look as to the atmosphere the applicants are striving for. Staff recommends approval.

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

Council Member Hander thanked the applicants for choosing Denison to do this project. Mr. Hander went on to say that since this was going to be one of the largest food truck parks in the nation, they had a lot of options as to where they could put it. So, the Council is awfully excited that it is going to be here in Denison, especially on this corridor. This project may speed that corridor along.

There was no further discussion or questions from Council.

On motion by Council Member Spiegel, seconded by Council Member Greenleaf, the City Council unanimously approved Ordinance No. 5065, as to the Conditional Use Permit, "AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF DENISON, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE



ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND DESCRIBED AS PART OF LOT 3 AND ALL OF LOT 4, R & A INDUSTRIAL SITE, CONTAINING 2.11 ACRES MORE OR LESS, DENISON, SITUATED IN THE COUNTY OF GRAYSON, STATE OF TEXAS, RECORDED IN VOLUME 5301 PAGE 227, DEED RECORDS OF GRAYSON COUNTY, TEXAS, THE PROPERTY COMMONLY KNOWN AS 4801 S HIGHWAY 91, FROM ITS ZONING DESIGNATION OF LIGHT INDUSTRIAL DISTRICT TO COMMERCIAL DISTRICT AND PROVISION FOR A CONDITIONAL USE PERMIT FOR A FOOD TRUCK PARK; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING ZONING AMENDMENTS; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE AMENDMENTS; PROVIDING A PENALTY CLAUSE; PROVIDING REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.”

- B. Receive a report, hold a discussion, conduct a public hearing, and take action on an ordinance changing the zoning of parcel ID number 151505, also known as 4801 S Highway 91 Denison, Texas 75020, from Light Industrial to Commercial. (Case No. 2020-53Z)

Council Action

Bill Medina, Planner, stated that the applicant was requesting a zoning change from Light Industrial to Commercial. The 2018 Comprehensive Plan shows this area is to be developed as Mixed Commercial land use types. The Planning and Zoning Commission recommended approval at their July 14, 2020 meeting. Mr. Medina showed the survey of the existing property. The building already exists. This is the old Calhoun’s building. This project is part of a larger piece that consists of two components. The first piece is the rezone, to change the property from Light Industrial to Commercial. While the next item on the agenda is a conditional use permit, pending approval of the rezone. Mr. Medina then showed the zoning map, which indicated the property to be light industrial with the surrounding properties to the south as commercial. Mr. Medina also showed an aerial photo of the property.

Mayor Gott then asked if there was anyone present who wished to speak to this agenda item. Mr. Reed came forward and provided the following information for the record:

Name: Barry Reed

Address: 1600 Norwood
Sherman, TX 75092

Mr. Reed stated they have known Calhoun’s for many years. As a matter of fact, he met his wife there. Mr. Reed stated his family was present, including his son Jake. Mr. Reed stated that they were going to call this “Jake’s Place” for Jake, who is autistic. Mr. Reed stated



that he and his wife drove by this property many times and wanted to do something with it. So, they are asking to open up probably one of the largest food truck parks in the nation. Mr. Reed stated he was a commercial general contractor who has been building hotels for 39 years. They have decided they want to turn this into a family-oriented, fun place. They do not want it to be categorized as a night club. They plan to have the same hours as restaurants. Mr. Reed went on to say that the way he has this planned is to have a large patio outside with fire pits, horseshoe pits, cornhole games and washers. There is a plan to serve alcohol, but it is beer and wine only, as well as non-alcoholic beverages. The inside is going to be completely redesigned. The dance floor is gone. They do plan to have live entertainment on Saturday nights, but more than anything it will most likely be someone that sets up and picks a guitar. We want to hire local bands/artists. Back in the back where the pool tables were, these are all gone. They plan to put giant Jenga, washers, etc., because they want the kids to be here. They will have giant TV's going so people can watch the Cowboys or other sports. Also, on the inside, they plan to have a small general store. The inside is a large area. The parking lot will be in the back. So, when you park you will enter the building on the side and when you walk through you will see the general store. There will also be a VIP area, where Mr. Reed plans to put a bunch of couches where people can sit down and lounge around, charge your phones, watch TV and just enjoy. When you walk out what used to be the main entrance at the front of the building, you will be under a canopy. This is where the food trailers will be. Mr. Reed stated they are trying to bring something back to Grayson County where people can go with their family or friends and just have a good time. Mr. Reed then reiterated that this will not be categorized as a bar or nightclub or anything like that. They are building this for Jake who graduates this year from Whitesboro. So, this is for him. Mr. Reed stated that he has met with the Fire Marshal, Bill Medina who has helped him so much to move this forward, and he is hoping the Council will allow him to put this in place for Grayson County.

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

There was no discussion or questions from Council.

On motion by Council Member Hander, seconded by Council Member Adams, the City Council unanimously approved Ordinance No. 5065, as to the rezone, "AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF DENISON, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND DESCRIBED AS PART OF LOT 3 AND ALL OF LOT 4, R & A INDUSTRIAL SITE, CONTAINING 2.11 ACRES MORE OR LESS, DENISON, SITUATED IN THE COUNTY OF GRAYSON, STATE OF TEXAS, RECORDED IN VOLUME 5301 PAGE 227, DEED RECORDS OF GRAYSON COUNTY, TEXAS, THE PROPERTY COMMONLY KNOWN AS 4801 S HIGHWAY 91, FROM ITS ZONING



DESIGNATION OF LIGHT INDUSTRIAL DISTRICT TO COMMERCIAL DISTRICT AND PROVISION FOR A CONDITIONAL USE PERMIT FOR A FOOD TRUCK PARK; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING ZONING AMENDMENTS; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE AMENDMENTS; PROVIDING A PENALTY CLAUSE; PROVIDING REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.”

- C. Receive a report, hold a discussion, conduct a public hearing and take action on the joint 2020-2024 5-Year Consolidated Plan and 2020 Annual Action Plan.

Council Action

Bill Medina, Planner, stated that this item was to hold a public hearing and act on our CDBG annual action plan and five-year consolidated plan. Denison is an entitlement community as deemed by Housing and Urban Development, which means we receive funds every year to assist low to moderate income families or neighborhoods. Part of the requirement that HUD bestills on the City is we need to plan how we are going to use that money. The joint 2020-2024 5-year Consolidated Plan and 2020 Annual Action Plan have been prepared using city, census, county and state data, as well as public feedback and Committee direction. The 2020-2024 5-year Consolidated Plan includes activities for public services, minor/emergency rehabilitation, Section 108 loan repayment, code compliance support and administration. Staff anticipates approximately \$1,581,600 over the course of the 5-Year Consolidated Plan. The 2020 Annual Action Plan includes minor/emergency rehabilitation, Section 108 loan repayment and code compliance support. The 2020 CDBG grant allocation is \$295,226. Mr. Medina then showed a table summarizing the goals for the 5-Year Consolidated Plan, which is an estimate based on the previous five years and projected. These numbers could go up or down. However, these are the proportions of how we would like to spend the funds. The plan really has not changed from the last five years. The only thing we are really adopting is the use of public services funds. We are proposing to allocate \$125,000 to public services which can include a wide range of services such as new childcare facilities, meal service providers, etc. This is really broad and general and as long as the City and the person or entity receiving these funds can prove they are serving low to moderate income families or households, it is going to be eligible for CDBG. So, its going to give us a lot of flexibility in the years to come. Especially with COVID, we wanted to try and build that flexibility in. Mr. Medina then provided a slide that showed the summary for next year's annual plan. Right now, we are proposing about \$30,000 for minor emergency or rehab projects, infrastructure projects, which is our Section 108 loan we used to cover street repairs. Also, some code enforcement positions and administration and planning. A lot of work goes into administering this program. Mr. Medina then touched on the surveys that were sent out to the public. We used federal and local data as well as the surveys to come up with these numbers and assess what our community needs were. Staff recommends approval.



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

There was no discussion or questions from Council.

On motion by Mayor Pro Tem Doty, seconded by Council Member Crawley, the City Council unanimously approved Resolution No. 4013, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS ADOPTING THE DENISON CONSOLIDATED PLAN FOR CDBG PROGRAM YEAR 2020-2024 & ANNUAL ACTION PLAN FOR CDBG PROGRAM YEAR 2020-2021, PURSUANT TO CHAPTER 373 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING SEVERABILITY, SAVINGS AND REPEALING CLAUSES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE."

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion and take action on a resolution amending Resolution No. 3953 regarding authorizing the City Manager to waive and release the City's interest in mowing liens under certain circumstances.

Council Action

Judson Rex, City Manager, stated that we often solicit feedback from our builders and developers in the community and one question and opportunity that often comes up is how the City can continue to help them build on infill lots in our central area and established neighborhoods. The City who has for the past twenty some years maintained a lot of these vacant lots and has a lot of mowing liens on these properties. So, have tried to waive some of these liens to make it easier for people to build on the lots is really what it boils down to. In order to continue to change this program with the times, Mr. Rex provided an example with regard to 505 W. Hull Street. We are proposing to reduce the threshold we use to release or reduce mowing liens on properties. The goal is to encourage the redevelopment of vacant lots. The proposed resolution would increase ability to waive/reduce liens where there is a commitment to build. For instance, the way the resolution is currently written is that if you take the outstanding property taxes plus the mowing liens that number cannot exceed 50% of the taxable value. We are proposing to reduce this to 25% because the tax value on most of these vacant lots is now upwards of \$12,000 - \$15,000. If we were to keep the 50% threshold, its really just going to be a stumbling block to getting those properties redeveloped.

There was no discussion or questions from Council.



On motion by Council Member Crawley, seconded by Council Member Greenleaf, the City Council unanimously approved Resolution No. 4014, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS AMENDING RESOLUTION NO. 3953 REGARDING AUTHORIZING THE CITY MANAGER TO WAIVE AND RELEASE THE CITY'S INTEREST IN MOWING LIENS UNDER CERTAIN CIRCUMSTANCES; AND PROVIDING AN EFFECTIVE DATE."

- B. Receive a report, hold a discussion and take action on an ordinance considering all matters incident and related to the issuance, sale and delivery of "City of Denison, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2020B"; authorizing the issuance of the Certificates; approving and authorizing instruments and procedures relating to said Certificates; and enacting other provisions relating to the subject.

Council Member Crawley had a conflict of interest on this agenda item and needed to recuse himself. Council Member Crawley left the Dias and the Council Chambers at 6:27 p.m. Mayor Gott then proceeded with this agenda item.

Council Action

Renee Waggoner, Finance and Administration Services Director, stated that during the FY2020 budget process, staff brought before Council certain improvement projects and equipment for approval. Among the requests were: (a) waterworks and sewer system improvements based on the Utilities Capital Improvement Plan (CIP) (Utility projects covered under this bond include, but not limited to Theresa Water Line, Secondary Clarifier Troughs, Utilities for street reconstruction projects on Loy Lake Road as well as Flora Lane & Waterloo Lake Drive, Grayson Water Tower), (b) street improvements based on the Street CIP (Street projects covered under this bond include Flora Lane, Loy Lake Road, Waterloo Lake Drive). On September 16, 2019, the Council approved moving forward with the improvement projects and equipment and adopted a reimbursing resolution. Council approved ordinances in April for refunding of previous bonds and for the West End Fire Station remodel and for a Ladder Truck for Denison Fire Rescue. Staff is now bringing before Council an ordinance considering all matters incident and related to the issuance, sale and delivery of "City of Denison, Texas Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2020B". \$4.5 million for water and sewer improvements and \$7.2 for street improvements. Staff is recommending approval of the ordinance. Ms. Waggoner then introduced Boyd London with Hilltop Securities to explain the pricing that occurred today for the bonds.

Mr. London came forward and reported on the bond sale. Mr. London went over what the market has been doing with regard to the bonds and stated the latest shows 2.09%. Mr. London commented that in 1981 we maxed out at about 13.75% and since then it has been on a steady march down and its still on a steady march down. The market is very cooperative today. You can see we sold \$10,235,000, with \$6.3 million and 3.935 million split between



streets and water and sewer. For the project fund deposits, we have \$11.7 million, \$7.2 on streets and \$4.5 on water/wastewater. Then we have the debt service on an annual basis. So, beginning next year, the City will be paying \$710,000 annually. This was structured on a level debt repayment obligation over 20 years. The interest rate that we received on this, and this is a true interest cost, which takes into account the present value of money, was 1.97%. Again, we are in territory that we have not been in. We are running on 50-year lows with this rate. Mr. London then went over the credit ratings. The City is rated an AA- by Standard & Poor's and an AA by Fitch. Both of them are very easy to read, but the Standard & Poor's write up is something that Mr. London would recommend the Council spend a few minutes reading through. It is well written and very clear. The AA- and the AA are both good ratings. Mr. London anticipates that the AA- rating from Standard & Poor's will move up in time. Right now, we have got a couple of things going against us. First, we have this COVID stuff and so they are being very cautious about any moves that they make. They might take some ratings down, but in Denison's case, it probably kept you from moving up. Another problem Denison had was the results last year where you had a little bit of a deficit spending in the results. There was a lot of conversation about long term financial planning, both debt and operations, which came out on the positive side. It was very obvious the City was doing its homework moving forward, and it looked at, not just COVID, but looked at all the impacts that the expenditures in the current year will have. The rating services were just very comfortable with Denison. Mr. London went on to say that he has been working with Denison since the late 70's and things were not always this way. This is an excellent rate, excellent market and this is something we can recommend to the Council for its consideration.

There was no discussion or questions from Council.

On motion by Council Member Hander, seconded by Council Member Spiegel, the City Council unanimously approved, with an abstention on the vote by Council Member Crawley, Ordinance No. 5072, "AN ORDINANCE CONSIDERING ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF \$10,235,000 IN PRINCIPAL AMOUNT OF "CITY OF DENISON, TEXAS COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2020B;" AUTHORIZING THE ISSUANCE OF THE CERTIFICATES; APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING TO SAID CERTIFICATES; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT."

Council Member Crawley returned to Council Chambers and the Dias at 6:36 p.m.



- C. Receive a report, hold a discussion and act on approving the updated Mission, Vision and Values and Leadership Philosophy documents for Team Denison staff direction and development purposes.

Council Action

Judson Rex, City Manager, stated he was excited to share with the Council tonight some of the leadership work that the Executive Leadership Team has done since the first of the year. Back in 2012, the City did some strategic planning and at the time a core purpose and core values were created along with an organization vision. This is when STACI was born. STACI stands for Service, Teamwork, Accountability, Commitment and Integrity. The core purpose and core values done at the time really set the trajectory for the organization moving forward. Its been a valuable direction for us and we want to refresh it more than anything else. Then in 2015, the City did some high-performance organization training. We took about 35 or so of our management supervisors through a 3-day workshop on high performance organizations and a subset of that team came out and created a leadership philosophy to define how we were going to behave as leaders and managers and what we believed in people and the organization. In January of this year, the Executive Leadership Team had a 3-day workshop with a facilitator and really just did a deep dive into our core purpose and values and organization vision. We decided what we had was really good but just needed some freshening up and simplifying. So, what came out of that is a revised mission, vision, values and leadership philosophy. Mr. Rex then read through the leadership philosophy. Not much changed here, they really just reworded the first statement to say, "We believe Team Denison is out most important asset." Everything else is as it was approved in 2015 and really sets a high standard and bar for our Team Denison leaders in our organization. In looking at the Mission, Vision and Values, what used to be titled a purpose is now called a Mission and made it something that is really rememberable and catchy, "Delivering service that enhances our community." When you look at the core of what Team Denison does, this captures it all. The Vision statement is a paired down version of what we use often. "Denison is a community of choice that retains its hometown feel and historic character while attracting new residents, businesses and visitors through an exceptional quality of life." With regard to the core values, these are the same, STACI, however we did shorten the statements that accompany those core values. Mr. Rex then read through them:

- Service – "We conscientiously choose daily to enhance our community through dedicated service to others."
- Teamwork – "We work together as Team Denison to carry out the mission and visions of the City, while placing the needs of the organization above our own."
- Accountability – "We take personal and collective responsibility for achieving shared goals."
- Commitment – "We dedicate ourselves to persist in our endeavors, to do what we say we will do, no matter the difficulty."



- Integrity – “We commit to the highest standards of honesty and ethical conduct by doing the right thing and honoring our commitments.”

So, this is what is before you tonight. Mr. Rex then stated as he leads the organization and works with the other leaders in the organization, this sets a very high standard for our team to accomplish. Mr. Rex stated he is always pleased with how they are able to follow what the spirit of all of this is, which is helping to create a great community. A community of choice with an exceptional quality of life.

Mayor Gott stated that she appreciated all of the efforts that went into this. Mayor Gott said she knows that when someone has the opportunity to help create the mission, vision, values and leadership philosophy then they own it.

There was no further discussion or questions from Council.

On motion by Council Member Crawley, seconded by Council Member Spiegel, the City Council unanimously approved the updated Team Denison Mission, Vision and Values and Leadership Philosophy documents for staff direction and employee development purposes.”

7. PROJECT UPDATES

- A. Receive a report and hold a discussion regarding expenses, revenues and other considerations regarding development of the FY2021 budget.

Council Action

Judson Rex, City Manager, stated that as Council will recall there was a budget workshop was held at the end of June and since then have been hard at work developing the budget for FY 2021, which begins October 1, 2020. Mr. Rex thanked staff, specifically the Finance team and Finance and Administrative Services Director, Renee Waggoner, for all their hard work on the budget so far. Mr. Rex wanted to provide a brief overview to update the Council as to where we are at with the Utility Fund and the General Fund. Mr. Rex first addressed the Utility Fund. Mr. Rex mentioned that we have had so many changes to the budget since the FY2020 budget was adopted so he wanted to make sure to track that and see how things are progressing from that front. At the last City Council meeting, the Council adopted a revised FY2020 budget and the chart presented by Mr. Rex shows those adjustments with a column for those revised FY2020 budget numbers. FY2020 is looking good from a Utility Fund perspective. Our revenue is over our expenses right now in the approximate amount of \$168,010. This is essentially the money we have to allocate towards projects and priorities for this next year. Mr. Rex then discussed the General Fund. We do project a shortage of about \$189,913 right now. However, if our sales tax continues strong over the next few months, hopefully that deficit will be erased and we will break about even. This chart probably represents more of a worst-case scenario than anything for the rest of the



fiscal year. Looking at FY2021, we are showing about \$1.23 million that we have available to allocate toward projects and priorities. You'll notice on the expense side, our total expenditures in the original FY2020 budget were about \$28.5 million, we've paired that back to \$27.79 million and give credit to our division and department directors for helping lead the effort to cut things back so that we end FY2020 with a break even, or a little bit of shortage. We really just carried that base budget that was presented through the pandemic from our departments over to FY2021 and used that as our base budget. So, the \$1.23 million is what is going to help build us back with some expenses and opportunities that are there to help move us forward in FY2021. Mr. Rex then went over some budget recommendations. On the personnel side, Mr. Rex is proposing moving forward with a 2% increase for staff as well as a few new positions based on needs in the departments as well as the need and demand for those services. The proposed positions are for an Animal Services Officer, Communication Specialist and Code Compliance Officer. The Code Compliance Officer position was approved prior to the pandemic hitting. So, we want to move forward with filling that position and kick off our rental registration program and keep that moving ahead. The recommendations also include new grade assignments for some positions. Our Employee Services Department worked with a consultant this past year to not only do a salary survey, but also to look at our grade classifications and positions to make sure we were close to market on some of these. We are recommending for some positions, in our dispatch center and some of our utility workers, to receive new grade assignments as well as some additional shifting in their pay. Our Parks and Recreation Department took some of the more drastic cuts to expenses during the pandemic, largely in part because they could not do much during the pandemic. So, they scaled back their programs and activities and even had made plans to cut out some key programs, such as Denison on Ice, maintenance/landscaping and that sort of thing. We want to include these back in the budget. Then, really two other key things, we are recommending being placed in the budget are continuing on with our Enterprise fleet replacement program. We are on year 3 of this and it is about \$120,000 out of the General Fund and \$15,000 out of the Utility Fund. The other items are our public safety radio infrastructure. From our dispatch center throughout our communications system, we need a complete upgrade. This has been on our radar for several years and we feel we are in a good position to pull the trigger on this and the timing is right to get this work done and upgrade us to the new technology that is out there. This is a pretty significant hit. This would be \$1.1 million that we would finance over several years. Mr. Rex then went over the FY2021 TIRZ projections. With regard to TIRZ #1, Gateway Village, between the City and County contributions we are projecting \$399,490. With regard to TIRZ #2, Preston Harbor, we are projecting \$1,365 between City and County contributions. Then with regard to our TIRZ #3, Downtown, we are projecting \$419,635 between City and County contributions. Mr. Rex stated he was confident we could move ahead with Phase I of the D3 project based on what we are seeing in past years, what we have saved up and then what we are seeing for property values for next year.

There was no discussion or questions from Council.



No action taken. Informational presentation only.

- B. Receive a report from the Denison Fire Chief regarding a general overview of Denison Fire Rescue.

Council Action

Gregg Loyd, Fire Chief, provided a general overview of Denison Fire Rescue. The purpose is to try and give a little insight of what goes on behind the business of emergency services delivery. There are a lot of moving parts to it and we do things a little bit differently than other services in the City.

Chief Loyd started by explaining why firefighters work in shifts. This originated back in the 1800's during the birth of big city fire departments. The profession attracted single young men that could work for little wages. They were offered a place to stay in lieu of higher pay. This is how it evolved into a shift schedule and the reason why it is called a firehouse. Chief Loyd went on to state that Denison Fire Rescue was founded in 1876. It has experienced 4 line of duty deaths. These are pretty impactful on a department. Denison hired their first female firefighter in its 141-year history in 2017, and she is still with us today. Firefighters share a unique bond as they spend 1/3 of their lives living together. A lot of families intermingle. Chief Loyd then talked about how Denison Fire Rescue is making history. They are implementing new fire fighting tactics based on new fire science studies. It is a whole different science approach. They are exploring different service delivery models for Emergency Medical Services and public education to improve their service to the citizens, and exploring ways to recruit and retain candidates from the Metroplex departments, which has gone on for decades, and continues to be a problem for the fire department. Next, Chief Loyd discussed the infrastructure of Denison Fire Rescue. They have three shifts, A, B and C that work 24 hours on duty and 48 hours off duty. Shift personnel schedule their leave one year in advance to assure staffing levels can be met. Shift personnel can trade workdays with each other. The 42 front line shift personnel provide 24/7 response from 3 stations. We have three shift Battalion Chiefs, 9 station Captains, 9 Engineers and 21 Firefighter Paramedics. The Battalion Chief supervises the shift, Captains supervise the Station Crews, Engineers drive the engine and Firefighters ride the apparatus. So, that is 14 total per shift with a minimum staffing of 11. Chief Loyd stated it was important to note that we are at minimum staffing about 85% of the time due to firefighters being off on leave or for an injury. Chief Loyd stated that there are 3 stations, one in central downtown and then the west and south sides of town. Station 1 is located at 700 W. Chestnut. They have an engine, a brush truck and a medic. Station 2 is located at 2720 W. Morton Street. They also have an engine, a brush truck and a medic. Station 3 is located at 3306 Park Avenue where they house a command vehicle, a ladder truck, a brush truck and a medic. Chief Loyd then gave an explanation as to the various apparatus. The fire engine pumps water at 1250 gallons per minute with 500 gallons on board. It carries 132 feet of ground ladders, TNT rescue tools and basic medical supplies. A quint pumps water at 1250



gallons per minute with 400 gallons on board. It has a 105-foot aerial ladder, carries 132 feet of ground ladders, TNT rescue tools and basic medical supplies. The brush truck pumps water at a high pressure and low volume. It carries chain saws and hand tools, 100 to 200 gallons of water and 2 firefighters when deployed. The brush truck is on a pickup truck chassis that's 4-wheel drive. Then there is the ambulance/medic. This is a mobile intensive care unit staffed with paramedics and EMTs. It is equipped to intervene in any medical emergency. Carries frontline drugs that can take someone for a good amount of time to give them time to transport to the hospital. The ambulance is under the control of a medical doctor on standby. The command vehicle that staff drives is equipped with 1 Battalion Chief. It carries high tech communications equipment, extra radios and batteries and carries some rehab supplies. This unit is used for incident command on most incidents. Some of the other vehicles the Fire Department has is a Fire Inspector Truck which is used for fire inspections, a utility truck, a communications trailer (for large multi-agency incidents) and a 1942 parade engine which is used in parades. Chief Loyd then went over an anatomy of a call. Chief Loyd provided some statistics on calls for service. Denison Fire Rescue made 5700 calls in 2019, of which 360 were county calls and 5340 were city calls. 162 were fire calls, 4,690 were EMS/motor vehicle accident calls, 639 were other (fire alarms, transport assist, lift assist, etc.) and 198 were canceled. The average response time of 6:50 for city and 12:48 for county. Chief Loyd then went over the prevention side. Denison Fire Rescue currently has approximately 938 commercial occupancies in their database. This changes constantly. Denison Fire Rescue prevention department performed 423 initial inspections in 2019. They typically do around 300 fire pre-plans per year. Denison Fire Rescue also conducted 39.69 hours of public education in 2019. Chief Loyd then went over the licensing agencies that cover Denison Fire Rescue. One is on the fire side and one is on the EMS side. On the fire side, the Texas Commission on Fire Prevention (TCFP) is the regulatory agency for the paid fire service in the state of Texas. They outline certification requirements and compliance standards for equipment and personnel. TCFP will also adopt certain NFPA standards and codify them into law. TCFP also serves as the portal for reporting all injuries that occur during any firefighting duty. On the EMS side we have the Texas Department of State Health Services (TDSHS). TDSHS also referred to as DSHS, is the regulatory authority for all our EMS certifications and training. Staffing levels are determined by DSHS. Certification levels of that staff are regulated by DSHS. There are also some standards affecting the fire service. NFPA 1710 is the standard for organization and deployment of fire suppression operations. The standard sets out the assignments and the number of personnel needed to complete those assignments. This standard addressed different types of fire response. The State Fire Marshal's office is responsible for oversight for Insurance Service Office (ISO). ISO is responsible for the assignment of a Public Protection Classification (PPC). This rating is what determines your homeowners rate for most insurance companies in the State of Texas. Denison Fire Rescue must meet ISO's criteria or risk losing our current PPC that could adversely affect homeowners rates.

Chief Loyd then discussed what resources are sent to an emergency, as they get a lot of questions about this. We have a very dynamic business. So, things can literally change 180



degrees from the time we get dispatched and the time we get there. The system is set up to be flexible. Traffic incidents get a lot of apparatus to block and control traffic to ensure the safety of our responders and patients. For medical calls (life threatening) you are going to get a fire engine and an ambulance. The engine crews are all certified paramedics. Ambulance has 1 paramedic and 1 EMT. If it is a serious call that devolves into a CPR or something like this, and we do not send the fire engine, you have got one paramedic in the back with the patient to do everything. To push necessary drugs and perform CPR is almost impossible. This is why the engine goes with the ambulance. If your call happens to be a minor medical, you could just get the ambulance. On structure fires, you are going to get everything in the City of Denison. If it is a significant structure fire, you are going to get an administrative chief to come as well to support the function of the call. With grass fires you typically get a brush truck and an engine with 2 firefighters on the brush truck and a Captain and Engineer on the engine. With regard to rescue and other calls, the Battalion Chief modifies the response to fit the incident. We make every effort to place the right resources on every incident.

Next, Chief Loyd went over the hiring process which consists of the following:

- We hire certified firefighters/EMTs who are required to have completed 5 months worth of fire and emergency medical training just to apply.
- Civil Service Commission meeting called to set a test date (45-60 days out to allow for marketing)
- Pre-Application screening is done online and reviewed by the Fire Service Coordinator for successful completion.
- Application and background check.
- Written test followed by a physical agility combat challenge test – must score a 70 or higher on the written test to pass and applicants are then ranked in order of highest to lowest, and the physical agility test consists of 7 stations that must be completed in under 8 minutes (this is a pass/fail).
- Psychological evaluation and polygraph examination.
- Interview panel with fire service personnel.
- Drug test and medical physical.
- Chief's interview.

This hiring process takes approximately 4 ½ months. After the applicant is hired, they then go through the following:

- Onboarding with Employee Services.
- Recruit put on 40-hour week scheduled for DFR orientation. Orientation lasts for 4 weeks. Recruits spend time with all shift personnel and get introduced to DFR policy and procedures.



- EMT's sent to Grayson College for 6 months of paramedic training. Upon completion, students must pass Texas Department of State Health Services Paramedic Exam. This process from starting class to completing the state test for certification takes 7 to 10 months.
- Shift assignment.
- Paramedic Evaluation Period – new paramedics are mentored by more seasoned paramedics through a check off style orientation. This is done to acclimate the new paramedic to DFR Standing Orders and medical control.
- Firefighter evaluation period – recruits must complete a rookie book of task and evaluations to ensure successful completion of their orientation.
- Full Fledged Firefighter/Paramedic – after one year and much work probationary recruits are fully functional, independently capable Firefighter/Paramedics.

From scheduling an entry test date to fully functional Firefighter/Paramedic takes 1 year and 5 months.

Chief Loyd then discussed training on the fire side. The single most important thing we do is making a call, second is training. Fire training as set forth by the Texas Commission on Fire Protection (TCFP) states that we must do training validation every year to recertify as firefighters. DFR undergoes a comprehensive random inspection every 2 years by TCFP. Each firefighter has to complete 18 to 24 hours of continuing education just to maintain certification. This does not ensure proficiency of work. The Fire Training Insurance Service Office (ISO) requires the following:

- 16 hours of company training (entire station) per month.
- 18 hours of live fire training per year at a certified training facility.
- Fire officers be certified as such by the Texas Commission on Fire Protection and complete 12 hours per year of officer training.
- New Engineers/Drivers to complete a 60-hour orientation.
- Current Engineers/Drivers to complete 12 hours per year of training.
- 6 hours of hazardous material training per year.
- 240 hours of recruit training be completed in their first year.
- Stations Pre-Incident Planning (all commercial industrial and institutional buildings every year).

With regard to EMS training, the Texas Department of State Health Services (TDSHS or sometimes just DSHS) requires the following:

- Paramedics go through certification validation every 4 years.
- DSHS requires 144 hours of content specific continuing education hours every 4 years.



- Specialty certifications for advanced skills are required by the Medical Control Doctor of the EMS service (these include Advanced Cardiac Life Support (ACLS), Advanced Life Support (ALS), Pediatric Advanced Life Support (PALS), etc.)
- Each paramedic is also required to engage in an extensive Quality Assurance/Quality Improvement Program. This starts after the documentation is done with reviews by peers and Medical Control Doctors. Every call is evaluated to determine appropriate care, adherence to proper protocols, correct medications and dosages, etc. EMS constitutes 82% of DFR calls.

Special operations training guidelines are set forth by the National Fire Protection Standards (NFPA) and include the following:

- Training to maintain proficiency in Special Operations is left to the Authority Having Jurisdiction (AHJ).
- DFR currently maintains Special Operation Technical Level II Certification in 3 areas, dive rescue, swift water rescue and rope rescue.
- Requires 3 full-service exercises for each area per year.
- Requires 40 hours per firefighter per year of skills proficiency training and equipment familiarization training in each area.

Chief Loyd then went over the stages of “The Call”, which consists of the following:

- The 9-1-1 call goes to a PSAP (Public Safety Answering Point) – this is known as the Alarm Handling Time.
- The 9-1-1 call is received by a Dispatcher
- Information is gathered as to the nature of the emergency.
- The call may be geographically identified, or it may be from a cell with no geographical data. Dispatcher has to find the address.
- The Dispatcher with help from Computer Aided Dispatch Software matches the call to resources.
- The Dispatcher then tells the caller that “Help is on the Way”.
- The Dispatcher then activates the resources through a Dispatch Notification System.
- The Call then gets sent to the resources (Police, Fire, EMS) which is known as the Turnout Time.
- The Fire or EMS call then gets to the station in a “Tone Out” (alarm at the station).
- Call nature is given (structure fire, etc.) with address and call notes.
- Call is displayed on a station “status monitor”. This also shows other Units on a call.
- Resources respond.



Once the emergency response units travel to the call (travel time), they respond Code 1 or Code 3. Code 1 is no lights, no sirens response and Code 3 is a lights and sirens response. The first unit informs the Dispatcher that they are “on scene” and gives the Dispatcher a size up or situational report. The firefighters then initiate action, which is called Intervention Time. DFR then mitigates the incident using whatever resources available, including taking a patient to the hospital (Patient Transport Time). If a patient is transported, then mileage from the scene to the hospital must be documented for billing. They then return to the station for the next call (Total Response Time). After returning to the station, they debrief the call with firefighters and document the details in the Records Management System (RMS). They then replace or clean supplies and equipment to ensure readiness for the next call. Units may stay “out of service” until cleaning and restocking is completed. The other thing that happens after the call is that they have to adjust their schedule. Sometimes a call will come in when they are in the middle of training, etc. So, the Captain and the Battalion Chief make adjustments and prioritize items in raking order of importance as to meet regulatory requirements.

Chief Loyd then provided some information on what is in DFR’s future. Chief Loyd stated that EMS is transitioning from Department of Transportation Health and Human Services to Health and Human Services. EMS must function from a triage model. Fire Service EMS is a financial liability unless it moves into the triage modeling to maximize collections versus cost. Chief Loyd also stated that recruitment issues will persist. The Metroplex will continue to lure away our Paramedics. This leaves us overworked and unable to build Special Operations Rescue Teams. Fire only turnover is far less than fire-based EMS departments. For example, Gainesville Fire Department has lost 3 members in the last 3 years, 2 Paramedics and 1 EMT, Sherman Fire-Rescue has lost 14 members in the last 3 years and Denison Fire Rescue has lost 15 in the last 3 years. In addition, fires are becoming much more dangerous than they were 20 years ago. Construction materials and methods are far more dangerous for Firefighters and home furnishings burn much faster and much hotter. The fire service is putting more effort into prevention. We are becoming community risk reducers for all risk, not just fire. Chief Loyd provided information on what Denison Fire Rescue has completed over the last 4 years. They have had a complete upgrade to digital alerting to become P25 compliant. We put status monitors at each station, which shows what resources are available and what is deployed. Station 2 is newly remodeled. Self contained breathing apparatus has been replaced as they were at end of life. They have also replaced end of life personal protective gear (bunker gear) as well as emergency alert sirens (outdoor warning). They have 1 new engine, 1 new truck, 1 new ambulance and 1 more engine scheduled for 2021. The fleet has received a huge update. With regard to training, between 2006 and 2016 Denison had only 8 professional certifications. From 2016 to 2020 Denison is at 76 professional certifications. We have updated the dive rescue certifications, swift water certifications and rope rescue certifications. On the administrative side, we have a new record management system for fire as well as new staffing software. We implemented a new patient care reporting software on the EMS side and also did a complete administrative re-structure of position assignments to flatten the organization. As far as operational changes over the last 4 years, Chief Loyd stated they have implemented new firefighting techniques and added a safety officer to incident response. A lot of cultural change



including changing the accountability model and instituted a higher standard for our service delivery.

Chief Loyd then provided a S.W.O.T. analysis for Denison Fire Rescue which included the following:

- Strengths
 - Professional, positive, safety minded members
 - Innovative special operations
 - Supportive City Council and City Management
 - Modern firefighting tactics
- Weaknesses
 - Lack of community engagement
 - Insufficient fitness and wellness programs
 - Lack of resiliency to rumors
 - Effective communication through department
- Opportunities
 - Leverage regional partners to increase service delivery efficiency
 - Engage the community to educate them about emergency services delivery
 - Increase community engagement for risk reduction in the community
 - Partner with City leaders to support initiatives for community enrichment
- Threats
 - Proximity to DFW Fire and EMS market
 - Declining EMS collection revenue
 - Mutual aid cooperation with the county
 - Radio interoperability and radio coverage deficiencies

8. EXECUTIVE SESSION

The Council then adjourned into Executive Session at 7:55 p.m. pursuant the Chapter 551, Texas Government Code, in accordance with the Authority:

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



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

RECONVENE INTO REGULAR SESSION

The Council then reconvened into Regular Session at 8:31 p.m. and took the following action:

- A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071
- B. Discuss the possible purchase, exchange, lease or sell of value of real property and public discussion of such would not be in the best interests of the City's bargaining position. Section 551.072
- C. Discuss negotiated gifts or donations to the City and public discussion at this stage would have a detrimental effect on the City's bargaining position. Section 551.073.
- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.
- E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087



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

G. Deliberations regarding economic development negotiations pursuant to Section 551.087

1. Update by Denison Development Alliance on pending negotiations and projects.

Council Action

No action taken.

There being no further business to come before the Council, the meeting adjourned at 8:31 p.m.

JANET GOTT, Mayor

Attest:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a resolution adopting the Title II of the Americans with Disabilities Act (ADA) Notice, Coordinator, and Grievance Procedure regulatory requirements; and providing an effective date.

Staff Contact

Amy Lay
alay@cityofdenison.com
903.465.2720 ext. 2445

Summary

- Title II of the ADA and outlines requirements for public entities including the requirement of the public entity to publish notice regarding the ADA requirements and its applicability to the services, programs, or activities of the public entity to applicants, participants, beneficiaries, and other interested persons.
- It additionally requires a public entity that employs 50 or more persons designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under 28 C.F.R. Part 35 and Title II of the ADA.
- It further requires a public entity that employs 50 or more persons adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging discrimination on the basis of disability in state and local government services.
- This resolution recognizes adoption of the Title II of the ADA notice, Coordinator, and Grievance Procedure regulatory requirements furthers that goal.

Staff Recommendation

Staff recommends approval of the resolution.

Recommended Motion

I move to approve the resolution adopting the Title II of the Americans with Disabilities Act (ADA) Notice, Coordinator, and Grievance Procedure regulatory requirements; and providing an effective date.

Background Information and Analysis

Title II of the ADA requires an ADA notice, designation an ADA Coordinator and adoption of a Grievance Procedure. The resolution presented meets these requirements of Title II of the ADA. The resolution names the City Clerk as the ADA Coordinator. The Notice and Grievance procedure will be posted on the City's website and in all public serving facilities of the City of Denison. This Resolution shall be effective from and after its date of passage.

Financial Considerations

None.

Prior Board or Council Action

None.

Alternatives

Council can table the item for further discussion and additional actions to be included with the resolution in the near future.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON,
TEXAS ADOPTING THE TITLE II OF THE AMERICANS WITH
DISABILITIES ACT (ADA) NOTICE, COORDINATOR, AND
GRIEVANCE PROCEDURE REGULATORY REQUIREMENTS; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the federal government enacted the Americans with Disabilities Act of 1990 (ADA) to prohibit discrimination against qualified individuals with disabilities in all services, programs, or activities of public entities; and

WHEREAS, 28 C.F.R. Part 35 implements Title II of the ADA and outlines requirements for public entities; and

WHEREAS, 28 C.F.R. § 35.106 requires a public entity to publish notice regarding the ADA requirements and its applicability to the services, programs, or activities of the public entity to applicants, participants, beneficiaries, and other interested persons; and

WHEREAS, 28 C.F.R. § 35.107(a) requires a public entity that employs 50 or more persons designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under 28 C.F.R. Part 35 and Title II of the ADA; and

WHEREAS, 28 C.F.R. § 35.107(b) requires a public entity that employs 50 or more persons adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging discrimination on the basis of disability in state and local government services; and

WHEREAS, the City of Denison has a longstanding commitment to provide access to all its services, programs, and activities to the public and recognizes adoption of the Title II of the ADA notice, Coordinator, and Grievance Procedure regulatory requirements furthers that goal.

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

Section 1. The above and foregoing recitals are true and correct and are incorporated herein.

Section 2. The City Council does hereby resolve to publish the required information regarding notice under Title II of the ADA, the ADA Coordinator, and the Title II of the ADA Grievance Procedure on the City's website and at such other locations as may be determined from time to time.

Section 3. The City Council does hereby direct Christine Wallentine to serve as the ADA Coordinator for the City.

Section 4. The City Council does hereby adopt and approve the Title II of the ADA Grievance Procedure, a copy of which is attached hereto as **EXHIBIT A**, for addressing complaints alleging discrimination on the basis of disability in the provision of services, programs, or activities by the City.

Section 5. This Resolution shall be effective from and after its date of passage.

PASSED AND APPROVED by the City Council of the City of Denison, Texas this __th day of August, 2020.

Janet Gott, Mayor

ATTEST:

Christine Wallentine, City Clerk



City of Denison

Americans with Disabilities Act (ADA) Grievance Form

Title II of the Americans with Disabilities Act

Name of Grievant: _____

Address of Grievant: _____

Person preparing Grievance
(if different from Grievant): _____

Telephone: _____ Email: _____

Nature of Grievance

Provide the date(s) the incident occurred: _____

Please give a brief description of the basis of your grievance. Include in your description the service, activity, program, or benefit you believe your access has been denied or any other manner you contend you have been subjected to disability-based discrimination. Please also provide in your description the time and place the incident occurred as well as the names, addresses, and telephone numbers of any and all persons who may have witnessed or been involved in the act or basis of your grievance. (Attach additional information, if needed):

Please state your suggested outcome for resolution of your grievance:

Signature of Grievant: _____ Date: _____

Printed Name : _____

Grievances shall be submitted online or in writing to the ADA Coordinator:

Christine Wallentine
ADA Coordinator
300 W Main Street
Denison, TX 75020

Office Use Only	
Received By: _____	Date: _____

Americans with Disabilities Act

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Denison does not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment

The City of Denison does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication

The City of Denison will generally, upon request, provide appropriate auxiliary aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in City of Denison programs, services, and activities.

Auxiliary aids and services includes, but is not limited to, qualified sign language interpreters, documents in Braille, and other reasonable means of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to City Policies, Practices, and Procedures

The City of Denison will make all reasonable modifications to policies, practices, and procedures to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in City of Denison offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of City policies, practices, or procedures to participate in a program, service, or activity of the City of Denison, should contact the office of the ADA Coordinator at (903) 465-2720 as soon as possible but no later than 48 hours before the scheduled program, service, or activity.

The ADA does not require the City of Denison to take any action that would fundamentally alter the nature of its programs, activities, or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Denison is not accessible to persons with disabilities should be directed to City of Denison ADA Coordinator at (903) 465-2720.

The City of Denison will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

ADA Coordinator Contact:

ADA Coordinator:

Christine Wallentine
(903) 465-2720
cwallentine@cityofdenison.com

Physical Address

City of Denison
300 W Main Street
Denison, TX 75020

Grievance Procedure & Form

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a grievance alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Denison. The City's Personnel Policy governs employment-related grievances of disability discrimination.

Grievances should be made via the City of Denison Grievance Form and contain information about the alleged discrimination such as the location, date, and description of the problem.

Alternative means of filing grievances, such as personal interviews or a tape recording of the grievance, will be made available for persons with disabilities upon request.

The Grievance Procedure and Form may be obtained from the City of Denison web page, www.cityofdenison.com.

The grievance shall be submitted by the grievant and/or his/her designee as soon as possible but no later than sixty (60) calendar days after the alleged violation to:

Christine Wallentine, ADA Coordinator

City of Denison

300 W Main Street

Denison, TX 75020

Within fifteen (15) calendar days after receipt of the grievance, the ADA coordinator or his/her designee will meet with the grievant to discuss the grievance and the possible resolutions. Within fifteen (15) calendar days of the meeting, the ADA coordinator or his/her designee will respond in writing, and where appropriate, in a format accessible to the grievant. The response will explain the position of the City of Denison and offer options for substantive resolution of the grievance.

If the response by the ADA coordinator or his/her designee does not satisfactorily resolve the issue, the grievant and/or his/her designee may appeal the decision within fifteen (15) calendar days after receipt of the response to the City Manager or his/her designee.

Within fifteen (15) days after receipt of the appeal, the City Manager or his/her designee will meet with the grievant to discuss the grievance and possible resolution. Within fifteen (15) days after the meeting, the City Manager or his/her designee will respond in writing, and where appropriate, in a format accessible to the grievant, with a final resolution of the grievance.

All written grievances received by the ADA coordinator or his/her designee, appeals to the City Manager or his/her designee, and responses from these two offices will be retained by the City of Denison for at least three (3) years.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the First Amendment to Affordable Housing Real Property Purchase and Incentives Agreement with Scott Moody Homes, LLC, and authorize the City Manager to execute the same.

Staff Contact

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

Summary

- The City and Scott Moody Homes, LLC, as Developer, previously entered into an Affordable Housing Real Property Purchase and Incentives Agreement (“Agreement”).
- The parties now wish to amend the Agreement to provide an additional remedy available to the City upon default by the Developer.
- This amendment would amend the Agreement at Section 8.0 “Default” to add an additional remedy upon default by the Developer, the City would be entitled to payment from the Developer of the fair market value of the property.
- This amount would be no less than the appraised value of the property, without the application of any exemptions, determined by the Grayson County Appraisal District, according to the year of the default.
- Upon full payment by the Developer it would terminate the City’s rights of reversion.

Staff Recommendation

Staff recommends approval of the Agreement

Recommended Motion

“I move to approve the First Amendment to Affordable Housing Real Property Purchase and Incentives Agreement with Scott Moody Homes, LLC, and authorize the City Manager to execute the same.”

Background Information and Analysis

The City and Scott Moody Homes, LLC, as Developer, previously entered into an Affordable Housing Real Property Purchase and Incentives Agreement (“Agreement”) wherein Developer would acquire 3 lots in the Justin Raynal Addition to the City of Denison, Lots 1, 2 and 5 in Block No. 24. The parties now wish to amend the Agreement to provide an additional remedy available to the City upon default by the Developer. This Agreement would amend Section 8.0 “Default” to add an additional remedy wherein addition to any other remedies available to it at law, the City would be entitled to payment from the Developer of the fair market value of the property with such amount to be agreed upon but shall be no less than the appraised value of the property, without the application of any exemptions, determined by the Grayson County Appraisal District, according to the year of the default, and upon full payment by the Developer it would terminate the City’s rights of reversion.

Financial Considerations

None.

Prior Board or Council Action

None.

Alternatives

Deny the Agreement, suggest modifications, or table the item

**FIRST AMENDMENT TO AFFORDABLE HOUSING REAL PROPERTY PURCHASE
AND INCENTIVES AGREEMENT – SCOTT MOODY HOMES, LLC**

This First Amendment to Affordable Housing Real Property Purchase and Incentives Agreement (the “**Amendment**”) is made and entered into by **Scott Moody, Scott Moody Homes, LLC**, a Texas corporation (“**Developer**”), and the **City of Denison, Texas** (the “**City**”), a Texas home rule municipal corporation, in light of the following Recitals which are incorporated into and made a part of this Amendment for all purposes:

R E C I T A L S:

WHEREAS, the Developer and the City (collectively the “**Parties**”) entered into the Affordable Housing Real Property Purchase and Incentives Agreement (the “**Agreement**”) wherein Developer would acquire the following real property (collectively the “**Property**”) from the City to construct affordable single-family housing:

- Being all of Lot Number One (1), Block Number Twenty-Four (24), of the Justin Raynal Addition, an addition to the City of Denison, Grayson County, Texas, as shown by plat of record in Volume 24, Page 132, Deed Records, Grayson County, Texas; and
- Being all of Lot Number Two (2), Block Number Twenty-Four (24), of the Justin Raynal Addition, an addition to the City of Denison, Grayson County, Texas, as shown by plat of record in Volume 24, Page 132, Deed Records, Grayson County, Texas; and
- Being all of Lot Number Five (5), Block Number Twenty-Four (24), of the Justin Raynal Addition, an addition to the City of Denison, Grayson County, Texas, as shown by plat of record in Volume 24, Page 132, Deed Records, Grayson County, Texas; and

WHEREAS, the Parties wish to amend the Agreement to provide an additional remedy available to City upon default by the Developer.

NOW THEREFORE, for and in consideration of these premises and of the mutual promises, obligations, covenants and benefits herein contained, the Parties contract and agree as follows:

- 1. Amendment to Section 8.0 “DEFAULT”:** Section 8.0 of “DEFAULT” is hereby amended in its entirety to read as follows:
 - (a) Should either Party fail to comply with this Agreement, the Party willing to perform may terminate this Agreement, at the Party’s option.
 - (b) In the event Developer fails to comply with the Agreement, in addition to any other remedies available at law, City shall be entitled to the following remedies, at the City’s sole option and discretion:

- a. terminate this Agreement and fee simple title to the Property shall revert to the City, in which case the City shall be able to retain any improvements made to the Property by Developer as liquidated damages, or
 - b. payment from Developer of the fair market value of the Property, with such amount to be agreed to by the Parties but shall be no less than the appraised value of the Property, without the application of any exemptions, determined by the Grayson County Appraisal District, according to the year of the default, and upon full payment by Developer this Agreement shall terminate and City's rights of reversion shall terminate.
- (c) In the event City fails to comply with this Agreement, Developer will be entitled to terminate this Agreement; waive default and close, and/or seek such other relief as may be available to it at law and in equity.
- 2. **Effective Date of Applicability of Amendment:** After the City and Developer execute this Amendment, this Amendment shall be deemed immediately effective as to the entire Agreement. Unless further amended, this Amendment shall expire concurrently with the Agreement.
 - 3. **Severability:** If any provision of this Amendment is illegal, invalid, or unenforceable in whole or in part for any reason, under present or future laws, then and in that event, it is the intention of the parties hereto that the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected.
 - 4. **Binding Obligation:** This Amendment shall bind and inure to the benefit of the Parties, their successors, and their permitted assignees.
 - 5. **Authority:** Developer represents and warrants that: (1) it has sufficient legal authority to conduct business in the State of Texas; (2) it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Amendment; and (3) that the person or persons executing this Amendment on its behalf has been duly authorized to do so.
 - 6. **Agreement in Effect:** Except to the extent amended by this Amendment, the Parties acknowledge and agree the Agreement remains in full force and effect without further amendment.
 - 7. **Defined Terms:** Any capitalized terms not defined herein shall have the meaning ascribed in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment as of the date last set forth below:

Developer

Scott Moody Homes, LLC
a Texas corporation

By: _____
Scotty Moody

Date: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Scott Moody of Scott Moody Homes LLC., a Texas corporation, by and on behalf of the corporation.

Notary Public in and for the State of Texas

CITY

City of Denison, Texas

a Texas home rule municipal corporation

By: _____

Judson J. Rex, City Manager

Date: _____

ATTEST:

BY: _____

Christine Wallentine, City Clerk

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Judson J. Rex, City Manager of the City of Denison, Texas, on behalf of the City.

Notary Public in and for the State of Texas

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the First Amendment to the 2019 Mowing and Maintenance Agreement with Stephen Fulenchek, d/b/a S.F. Landscaping, and authorizing the City Manager to execute the same.

Staff Contact

Chip Egger, Parks Superintendent

gegger@cityofdenison.com

903-465-2720 Ext. 2097

Summary

- The initial term of the Mowing and Maintenance Agreement was entered into effective as of February 2019, and allowed for up to 4 consecutive, annual renewals.
- The agreement pertains to services provided by S.F. Landscaping for mowing and maintenance services of City of Denison owned properties, rights-of-way, and vacant lots.
- All required obligations of the contractor have been met.
- This first renewal will be at a 2.5% increase to the first term, for a total increase of \$5,615.00. For a total agreement price of \$230,215.00.

Staff Recommendation

Staff recommends approval.

Recommended Motion

“I move to approve the First Amendment to the 2019 Mowing and Maintenance Agreement with Stephen Fulenchek, d/b/a S.F. Landscaping, and authorize the City Manager to execute the same.”

Background Information and Analysis

This is the first of four possible renewal opportunities to the 2019 agreement with S.F. Landscaping. The original term of the agreement was from February 4th, 2019 to September 30th, 2019. This first renewal is effective from October 1st, 2019 through September 30th, 2020. S.F. Landscaping has met the expected level of performance for services provided. When bids were being solicited for the Mowing and Maintenance Agreement, three contractors expressed interest. Of those three contractors, S.F. Landscaping was one of two that met all the bid criteria and fell within the established budget. The other was a contractor that we had previously worked with that provided substandard services. Staff recommends continuing to allow S.F. Landscape to perform the services outlined in the 2019 MOWING AND MAINTENANCE AGREEMENT.

Financial Considerations

The cost associated with the mowing and maintenance agreement is \$230,215.00. This is a budgeted expense in the General Fund for Division 070, out of the *Mowing* Line Item for FY2020.

Prior Board or Council Action

NONE

Alternatives

Not to renew the agreement, solicit bids for a new agreement or table the item.

FIRST AMENDMENT TO MOWING AND MAINTENANCE AGREEMENT

This First Amendment to Mowing and Maintenance Agreement (this “**Amendment**”) is executed by and between the City of Denison, a Home Rule Municipal Corporation situated in Grayson County, Texas, hereinafter “**Denison**,” and Stephen Fulenchek, individually and d/b/a S.F. Landscaping, hereinafter “**Contractor**,” (Denison and Contractor are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”) to be effective on the last date it is signed by all Parties (the “**Effective Date**”).

ARTICLE I **RECITALS**

WHEREAS, Denison and Contractor are parties to the Mowing and Maintenance Agreement entered into effective as of February 4, 2019 (the “**Agreement**”) pertaining to services provided by Contractor for mowing City of Denison owned properties, rights-of-way, and vacant lots in conformance with the Contractor’s PROPOSAL FORM contained in the 2019 Mowing and Maintenance Invitation to Bid and as set forth in the Agreement (the “**Project Specifications**”);

WHEREAS, the Agreement provided terms and conditions for Contractor to render such Services to Denison;

WHEREAS, the Agreement allows that following the Initial Term, the Agreement may be renewed for four (4) successive one (1) year terms at the City’s sole option;

WHEREAS, Denison and Contractor now desire to amend the Agreement, to renew the term set forth in the “Term of Agreement” Section as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Denison and Contractor hereby agree as follows:

ARTICLE II **AMENDMENT OF AGREEMENT**

2.1 The “Term of Agreement” Section of the Agreement is hereby amended to renew the term of the Agreement for one (1) successive year, effective October 1, 2019 to September 30, 2020.

2.2 The Agreement as amended by this Amendment shall continue in full force and effect.

2.3 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

2.4 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

2.5 All other terms of the Agreement shall remain in full force and effect. With the following exception:

2.5.1 A cost increase of 2.5% per line item of the 2019 agreement, for a total agreement increase of 2.5% over the 2019 price of \$224,600.00. The 2.5% increase for 2020 amounts to: \$5,615.00. For a total 2020 agreement price of \$230,215.00.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

**Stephen Fulenchek, individually and d/b/a
S.F. Landscaping**

Stephen Fulenchek

Date: _____

CITY OF DENISON

By: _____

Judson J. Rex, City Manager

Date: _____

ATTEST:

Christine Wallentine, City Clerk

APPROVED AS TO FORM:

Julie Fort, City Attorney

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the First Amendment to the 2019 Utilities Mowing and Maintenance Agreement with Stephen Fulenchek, d/b/a S.F. Landscaping, and authorize the City Manager to execute the same.

Staff Contact

Chip Egger, Parks Superintendent

gegger@cityofdenison.com

903-465-2720 Ext. 2097

Summary

- The initial term of the Utilities, Mowing and Maintenance Agreement was entered into effective as of February 2019, and allowed for up to 4 consecutive, annual renewals.
- The agreement pertains to services provided by S.F. Landscaping for mowing and maintenance services of City of Denison owned properties, rights-of-way, and vacant lots.
- All required obligations of the contractor have been met.
- This first renewal will be at a 2.5% increase to the first term, for a total increase of \$1,704.00. For a total agreement price of \$69,864.00.

Staff Recommendation

Staff recommends approval.

Recommended Motion

“I move to approve the First Amendment to the 2019 Utilities Mowing and Maintenance Agreement with Stephen Fulenchek, d/b/a S.F. Landscaping, and authorize the City Manager to execute the same.”

Background Information and Analysis

This is the first of four possible renewal opportunities to the 2019 agreement with S.F. Landscaping. The original term of the agreement was from February 4th, 2019 to September 30th, 2019. This first renewal is effective from October 1st, 2019 through September 30th, 2020. S.F. Landscaping has met the expected level of performance for services provided. When bids were being solicited for the Utilities, Mowing and Maintenance Agreement, three contractors expressed interest. Of those three contractors, S.F. Landscaping was one of two that met all the bid criteria and fell within the established budget. The other was a contractor that The City of Denison had previously worked with that provided substandard services. Staff recommends continuing to allow S.F. Landscape to perform the services outlined in the 2019 UTILITIES, MOWING AND MAINTENANCE AGREEMENT.

Financial Considerations

The cost associated with the mowing and maintenance agreement is \$69,864.00. This is a budgeted expense in the General Fund for Division 070, out of the *Mowing* Line Item for FY2020.

Prior Board or Council Action

NONE

Alternatives

Not to renew the agreement, solicit bids for a new agreement or table the item.

**FIRST AMENDMENT TO
UTILITIES MOWING AND MAINTENANCE AGREEMENT**

This First Amendment to Utilities Mowing and Maintenance Agreement (this “**Amendment**”) is executed by and between the City of Denison, a Home Rule Municipal Corporation situated in Grayson County, Texas, hereinafter “**Denison**,” and Stephen Fulenchek, individually and d/b/a S.F. Landscaping, hereinafter “**Contractor**,” (Denison and Contractor are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”) to be effective on the last date it is signed by all Parties (the “**Effective Date**”).

ARTICLE I
RECITALS

WHEREAS, Denison and Contractor are parties to the Utilities, Mowing and Maintenance Agreement entered into effective as of February 4, 2019 (the “**Agreement**”) pertaining to services provided by Contractor for mowing City of Denison owned properties, rights-of-way, and vacant lots in conformance with the Contractor’s PROPOSAL FORM contained in the 2019 Utilities, Mowing and Maintenance Invitation to Bid and as set forth in the Agreement (the “**Project Specifications**”);

WHEREAS, the Agreement provided terms and conditions for Contractor to render such Services to Denison;

WHEREAS, the Agreement allows that following the Initial Term, the Agreement may be renewed for four (4) successive one (1) year terms at the City’s sole option;

WHEREAS, Denison and Contractor now desire to amend the Agreement, to renew the term set forth in the “Term of Agreement” Section as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Denison and Contractor hereby agree as follows:

ARTICLE II
AMENDMENT OF AGREEMENT

2.1 The “Term of Agreement” Section of the Agreement is hereby amended to renew the term of the Agreement for one (1) successive year, effective October 1, 2019 to September 30, 2020.

2.2 The Agreement as amended by this Amendment shall continue in full force and effect.

2.3 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

2.4 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

2.5 All other terms of the Agreement shall remain in full force and effect. With the following exception:

2.5.1 A cost increase of 2.5% per line item of the 2019 agreement, for a total agreement increase of 2.5% over the 2019 price of \$68,160.00. The 2.5% increase for 2020 amounts to: \$1,704.00. For a total 2020 agreement price of \$69,864.00.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

**Stephen Fulenchek, individually and
d/b/a S.F. Landscaping**

Stephen Fulenchek

Date: _____

CITY OF DENISON

By: _____
Judson J. Rex, City Manager

Date: _____

ATTEST:

Christine Wallentine, City Clerk

APPROVED AS TO FORM:

Julie Fort, City Attorney

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the First Amendment to T.H.F. Park Mowing and Maintenance Agreement with Dyna -Mist Construction Co., and authorize the City Manager to execute the same.

Staff Contact

Chip Egger, Parks Superintendent

gegger@cityofdenison.com

903-465-2720 Ext. 2097

Summary

- The initial term of the T.H.F. Park Mowing and Maintenance Agreement was entered into effective as of March 2019, and allowed for up to 4 consecutive, annual renewals.
- The agreement pertains to services provided by Dyna-Mist Construction for mowing, landscaping, irrigation, and turf maintenance services at T.H.F. Park.
- All required obligations of the contractor have been met.
- This first renewal will be at a 0% increase to the first term, for a total of \$268,531.00.

Staff Recommendation

Staff recommends executing the FIRST AMENDMENT TO THE T.H.F. PARK MOWING AND MAINTENANCE AGREEMENT.

Recommended Motion

“I move to approve the First Amendment to the 2019 T.H.F. Park Mowing and Maintenance Agreement with Dyna-Mist Construction Co. for \$268,531.00 for 1 additional year and authorize the City Manager to execute the same.”

Background Information and Analysis

This is the first of four possible renewal opportunities to the 2019 agreement with Dyna-Mist Construction. The original term of the agreement was from March 4th, 2019 to September 30th, 2019. This first renewal is effective from October 1st, 2019 through September 30th, 2020. Dyna-Mist has met or exceeded the expected level of performance for services provided at T.H.F. Park. Dyna-Mist started maintenance on T.H.F. Park as soon as the park was completed. They have continued to offer a premium service at a cost that falls within the established budget of the park. When bids were being solicited for the T.H.F. maintenance agreement, four contractors expressed interest. Of those 4 contractors, Dyna-Mist Construction was the only one that met all the bid criteria and fell within the established budget. Staff recommends continuing to allow Dyna-Mist to perform the services outlined in the 2019 MOWING AND MAINTENANCE AGREEMENT.

Financial Considerations

The cost associated with the mowing and maintenance agreement is \$268,531.00. This is a budgeted expense in the General Fund for Division 074, out of the *Park Maintenance* Line Item for FY2020.

Prior Board or Council Action

NONE

Alternatives

No alternatives are currently available that would allow for meeting the current standards of T.H.F. Park that fall within the established budget

**FIRST AMENDMENT TO
T.H.F. PARK MOWING AND MAINTENANCE AGREEMENT**

This First Amendment to T.H.F. Park Mowing and Maintenance Agreement (this “**Amendment**”) is executed by and between the City of Denison, a Home Rule Municipal Corporation situated in Grayson County, Texas, hereinafter “**Denison**,” and Dyna-Mist Construction Co., hereinafter “**Contractor**,” (Denison and Contractor are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”) to be effective on the last date it is signed by all Parties (the “**Effective Date**”).

ARTICLE I
RECITALS

WHEREAS, Denison and Contractor are parties to the T.H.F. Park Mowing and Maintenance Agreement entered into effective as of March 4, 2019 (the “**Agreement**”) pertaining to services provided by Contractor for mowing, landscape, irrigation, and turf maintenance services at Texoma Health Foundation Park (T.H.F. Park) in conformance with the Contractor’s PROPOSAL FORM contained in the 2019 T.H.F. Park Mowing and Maintenance Invitation to Bid and as set forth in the Agreement (the “**Project Specifications**”);

WHEREAS, the Agreement provided terms and conditions for Contractor to render such Services to Denison;

WHEREAS, the Agreement allows that following the Initial Term, the Agreement may be renewed for four (4) successive one (1) year terms at the City’s sole option;

WHEREAS, Denison and Contractor now desire to amend the Agreement, to renew the term set forth in the “Term of Agreement” Section as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Denison and Contractor hereby agree as follows:

ARTICLE II
AMENDMENT OF AGREEMENT

2.1 The “Term of Agreement” Section of the Agreement is hereby amended to renew the term of the Agreement for one (1) successive year, effective October 1, 2019 to September 30, 2020.

2.2 The Agreement as amended by this Amendment shall continue in full force and effect.

2.3 Each Party acknowledges and agrees that this Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

2.4 This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

2.5 All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set forth below.

Dyna-Mist Construction Co.

By: _____

Title: _____

Date: _____

CITY OF DENISON

By: _____

Judson J. Rex, City Manager

Date: _____

ATTEST:

Christine Wallentine, City Clerk

APPROVED AS TO FORM:

Julie Fort, City Attorney

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the First Amendment to Contract to Provide Emergency Medical Services to renew the contract for an additional one-year term, effective from September 2, 2020 to September 1, 2021, and authorize the Mayor to execute the same.

Staff Contact

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

Summary

- On or about September 3, 2019, the City of Denison and LifeNet, Inc. entered into a Contract to Provide Emergency Medical Services, simultaneously with a Lease Agreement for ambulances and properties for sleeping, posting or insured vehicle housing.
- The City of Denison wishes to extend the Contract for another one-year term, effective September 2, 2020 through September 1, 2021.
- The COVID-19 pandemic has attributed to the ongoing shortage of recruiting EMT's and paramedics.

Staff Recommendation

Staff recommends approval of the First Amendment to Contract to Provide Emergency Medical Services.

Recommended Motion

"I move to approve the First Amendment to Contract to Provide Emergency Medical Services with LifeNet, Inc. to renew the Contract for an additional one-year term, effective from September 2, 2020 to September 1, 2021, and authorize the Mayor to execute the same."

Background Information and Analysis

On or about September 3, 2019, the City of Denison and LifeNet, Inc. entered into a Contract to Provide Emergency Medical Services, simultaneously with a Lease Agreement for ambulances and properties for sleeping, posting or insured vehicle housing. The City of Denison wishes to extend the Contract for another one-year term, effective September 2, 2020 through September 1, 2021 due to ongoing personnel shortages. The COVID-19 pandemic has attributed to the ongoing shortage of recruiting EMT's and paramedics. Currently the department is short 9 personnel and does not anticipate being able to fill these positions until the pandemic is under control.

Financial Considerations

Prior Board or Council Action

City Council had approved the original contract between the City of Denison and LifeNet on October 7, 2019.

Alternatives

Council could deny the extension, or table the item.

.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the First Amendment to Lease Agreement with LifeNet, Inc. to renew the Lease for ambulances and properties for sleeping, posting or insured vehicle housing, for an additional one-year term, effective from September 2, 2020 to September 1, 2021, and authorize the Mayor to execute the same.

Staff Contact

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

Summary

- On or about September 3, 2019, the City of Denison and LifeNet, Inc. entered into a Lease Agreement for ambulances and properties for sleeping, posting or insured vehicle housing, simultaneously with a Contract to Provide Emergency Medical Services.
- The City of Denison wishes to extend the Lease for another one-year term, effective September 2, 2020 through September 1, 2021.
- The COVID-19 pandemic has attributed to the ongoing shortage of recruiting EMT's and paramedics.

Staff Recommendation

Staff recommends approval of the First Amendment to Lease Agreement.

Recommended Motion

"I move to approve the First Amendment to Lease Agreement with LifeNet, Inc. to renew the Lease for an additional one-year term, effective from September 2, 2020 to September 1, 2021, and authorize the Mayor to execute the same."

Background Information and Analysis

On or about September 3, 2019, the City of Denison and LifeNet, Inc. entered into a Lease Agreement for ambulances and properties for sleeping, posting or insured vehicle housing, simultaneously with a Contract to Provide Emergency Medical Services. The City of Denison wishes to extend the Lease for another one-year term, effective September 2, 2020 through September 1, 2021 due to ongoing personnel shortages. The COVID-19 pandemic has attributed to the ongoing shortage of recruiting EMT's and paramedics. Currently the department is short 9 personnel and does not anticipate being able to fill these positions until the pandemic is under control.

Financial Considerations

Prior Board or Council Action

City Council had approved the original contract between The City of Denison and LifeNet on October 7, 2019.

Alternatives

Council could deny the extension, or table the item.

.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a Resolution calling one public hearing to consider an increase in tax revenue and receive an update on the development of the FY2021 budget.

Staff Contact

Renee' Waggoner, Director of Finance & Administrative Services

rwaggoner@cityofdenison.com

903-465-2720 EXT 2444

Summary

- Grayson Appraisal District issued Certified Estimate Totals
- Budget prepared based on revenue generated by Ad Valorem Tax
- Resolution to call public hearing on tax rate
- Public Hearing to be held September 8, 2020
- Vote on tax rate to take place on September 8, 2020

Staff Recommendation

Staff recommends approving this resolution and calling for a public hearing to increase tax revenue.

Recommended Motion

"I move to approve the resolution calling a public hearing for an increase in tax revenue."

Background Information and Analysis

The Truth in Taxation rules mandate a governmental unit publish the proposed tax rate and also hold one public hearing on a tax revenue increase. If the proposed rate exceeds the voter approval rate or the no new revenue rate, whichever is lower, the taxing unit's governing body must vote to place a proposal to adopt the rate on a future meeting agenda as an action item. There must be a recorded vote. The dates of the public hearing must be stated, and notices must be published. The proposed tax rate for tax year 2020 is \$.652034. This does not exceed the lower of the voter approval rate or the no new revenue rate, but to continue our level of transparency, felt it was in the best interest of the City to bring the rate before council in order to prepare for the publication of notices for both the hearing and adoption of the rate. A notice will be posted, and a public hearing will be held on September 8, 2020. Adoption of the tax rate will be September 8, 2020 as well.

Financial Considerations

Tax revenue generated from Ad Valorem taxes. This budget will raise more revenue from property taxes than last year's budget by an amount of \$361,483, which is a 3 percent increase from last year's calculations. The property tax revenue to be raised from new property added to the tax roll this year is \$524,195.

Prior Board or Council Action

None.

Alternatives

Council must follow the requirements of the law as stated above.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS CALLING ONE PUBLIC HEARING TO CONSIDER A TAX INCREASE BY INCREASING THE TOTAL TAX REVENUE FROM PROPERTIES ON THE TAX ROLL EXCEEDING THE AMOUNT GENERATED THE PRECEDING YEAR; PROVIDING SAVINGS CLAUSE; PROVIDING SEVERABILITY CLAUSE; PROVIDING EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS RESOLUTION IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Denison is considering the adoption of its annual budget and the adoption of a tax rate to partially fund such budget; and

WHEREAS, Chapter 26, Texas Tax Code, requires that taxing jurisdictions conduct one public hearing if the taxing jurisdiction is considering a proposal to increase total tax revenues from properties on the tax roll that exceeds the total tax revenues generated the previous years, and

WHEREAS, The Denison City Council wishes to consider increasing total tax revenue over the amount generated the previous year; now, therefore,

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

SECTION 1: That the City Council of the City of Denison, Texas does hereby call one (1) public hearing to be conducted on September 8, 2020 at 6:00 p.m. in the Denison City Council Chambers, 300 West Main, Denison, Texas 75020. The purpose of such public hearing is to consider a tax rate that, if adopted, would increase revenue generated the previous year.

SECTION 2: That the City Council does hereby instruct the City Clerk to cause notice of such public hearing to be given in a manner complying with the requirements of Chapter 26, Texas Tax Code.

SECTION 3: That should any part of this resolution conflict with any other resolution, then such other resolution is repealed to the extent of the conflict with this resolution.

SECTION 4: That should any word, phrase, or part of this resolution be found to be invalid or unconstitutional, such finding shall not affect any other word, phrase, or part hereof and such shall be and continue in force and effect.

SECTION 5: That this resolution shall be effective on and after its adoption.

SECTION 6: That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public and that public notice of the time, place, location, and purpose of said meeting was given as required by law.

On motion by Council member, seconded by Council member, the above and foregoing Resolution was passed and approved at a Regular Meeting of the City Council of the City of Denison, Texas, on this the 17th day of August 2020.

Ayes:

Nays:

Abstentions:

CITY OF DENISON, TEXAS

BY: _____
JANET GOTT, MAYOR

ATTEST:

BY: _____
CITY CLERK

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and give an update on the Coronavirus Relief Fund, Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) reimbursement requests provided through the Texas Division of Emergency Management (TDEM).

Staff Contact

Kimberly Bowen, Assistant Director of Parks and Recreation
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(903) 465-2720

Summary

- Provide updates on funds received from the CARES Act reimbursement requests from Texas Division of Emergency Management.
- Provide updates on anticipated future requests for additional funding through the CARES Act.
- Distribution of funds is based on a calculation of \$55 per capita. Based on a January 2019 population estimate of 25,631, the allocation results in \$1,409,705 available funds.
- The initial distribution of 20 percent was \$281,941.

Staff Recommendation

No recommended motion required at this time.

Recommended Motion

No recommended motion required at this time.

Background Information and Analysis

Under the CARES Act, the Coronavirus Relief Fund (CRF) is to be used to make payments for specified uses to states and local governments. The total CRF funding allocated to the state of Texas is approximately \$11.24 billion. The U.S. Treasury managed the initial distribution of these funds to states and jurisdictions with populations above 500,000. These 18 Texas jurisdictions (Austin, Bexar County, Collin County, Dallas County, Dallas, Denton County, El Paso County, El Paso, Fort Bend County, Fort Worth, Harris County, Hidalgo County, Houston, Montgomery County, San Antonio, Tarrant County, Travis County and Williamson County) received their allocation of the \$11.24 billion directly from the Treasury. Consistent with the CARES Act, 45 percent of the total \$11.24 billion state allocation— approximately \$5.06 billion—will be made available to local governments. Of that \$5.06 billion, Treasury has directly sent just over \$3.2 billion to the six cities and 12 counties in Texas with a population greater than 500,000. That leaves approximately \$1.85 billion that the state can make available to the cities and counties in the rest of the state.

The state is now making funds available for eligible expenses to the jurisdictions not included in the 18 jurisdictions listed above. Distribution of funds is based on a calculation of \$55 per capita.

The Texas Division of Emergency Management (TDEM) will manage the distribution of funds, review of expenses and reimbursement. Initially, each eligible jurisdiction will receive an immediate distribution of 20 percent (20%) of the allocations listed in a document located on the TDEM website. (<https://tdem.texas.gov/wp-content/uploads/2019/08/CRF-Allocations.for-Texas-Jursdictions-6.11.20.pdf>) The remainder of the allocation will be reimbursement based. Jurisdictions will submit documentation to TDEM and request reimbursement.

Under Section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act, these funds may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Note: A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Financial Considerations

The state is now making funds available for eligible expenses to the jurisdictions not included in the 18 jurisdictions listed above. Distribution of funds is based on a calculation of \$55 per capita. Based on a January 2019 population estimate of 25,631, the \$55 per capita allocation results in \$1,409,705 available funds. The initial distribution of 20 percent is \$281,941.

Prior Board or Council Action

Council approved a resolution authorizing the submission application for and acceptance of the payment of funds for the Federal Coronavirus Aid Relief and Economic Security (CARES) Act Grant congress approved for disbursement to state and local governments and authorized the City Manager to execute documents and take actions to facilitate acceptance at the May 18, 2020 city council meeting.

Council approved a resolution authorizing the submission application for and acceptance of the payment of funds for the Federal Coronavirus Aid, Relief and Economic Security (CARES) Act Grant and authorized the City Manager to execute documents and take actions to facilitate such acceptance, to include the creation of the Individual and Family Assistance Program at the city council budget workshop meeting on June 26, 2020.

Alternatives

None.