



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Monday, October 2, 2023

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on **Monday, October 2, 2023, at 6:00 PM** in the Council Chambers at City Hall, 300 W. Main Street, Denison, Texas at which the following items will be considered:

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

2. PROCLAMATIONS AND PRESENTATION

A. World Teachers' Day Proclamation.

3. PUBLIC COMMENTS

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

4. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on September 18, 2023.
- B. Receive a report, hold a discussion and take action on authorizing the Interim City Manager to enter into an interlocal agreement involving City of Denison, City of Sherman, and Grayson County pertaining to the 2023 U.S. Department of Justice Assistance Grant (JAG) Program.
- C. Receive a report, hold a discussion and take action on the appointment of Holly Jenkins to Place No. 8 on the Texoma Community Center Board of Trustees.
- D. Receive a report, hold a discussion and take action on an ordinance amending Chapter 25 "Traffic", Article VII, "Railroads" in order to repeal Section 25-202, "Obstructing Crossings."
- E. Receive a report, hold a discussion and take action on setting regular City Council Meeting dates for 2024.

- F. Receive a report, hold a discussion and take action on approving an Interlocal Agreement between the City of Denison and Grayson County for Fire and EMS services and authorize the Mayor to execute the same.
- G. Receive a report, hold a discussion, and take action on a resolution adopting the Investment Policy for Funds for the City of Denison for fiscal year 2024.
- H. Receive a report, hold a discussion, and take action on a Professional Services Authorization with Teague Nall Perkins, or TNP, for right-of-way services for the Duck Creek Interceptor Phases 2 and 3 in an amount not to exceed \$82,995, and authorize the Interim City Manager to execute the same.
- I. Receive a report, hold a discussion, and take action on approval of a parking lot asphalt paving bid proposal purchase in the amount of \$112,065.00 from Area Wide Paving, LLC and authorize the Interim City Manager to execute any associated documents.
- J. Receive a report, hold a discussion and take action on an Ordinance providing for the adoption of a Comprehensive Fee Schedule for various goods, services, activities, permits and licenses for FY2024.

5. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone property legally described as all of Lot 16, Block 7 of Tone's 2nd Addition Plat, an addition to the City of Denison, Grayson County, Texas: also known as 1701 W. Walker Street, GCAD Property ID No. 141050, from the Two-Family Duplex (2F) Zoning District to the SF-5, Single-Family Residential Zoning District, to allow for residential use. (Case No. 2023-085Z).
6. Pursuant to Chapter 551, *Texas Government Code*, the Council reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting to receive legal advice from its attorney on any posted agenda item as permitted by law or to discuss the following:
- A. Consult with attorney on a matter in which the attorney's duty to the governmental body under the Texas Disciplinary Rules of Professional Conduct conflicts with this chapter and/or consult with attorney about pending or contemplated litigation or contemplated settlement of the same. Section 551.071.**
 - 1. Confer with City Attorney regarding city owned property.
 - B. Discuss the possible purchase, exchange, lease or sale value of real property (public discussion of such would not be in the best interests of the City's bargaining position). Section 551.072.**
 - 1. City owned property.
 - C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.**

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

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

CERTIFICATION

I do hereby certify that a copy of this Notice of Meeting was posted on the front window of City Hall readily accessible to the general public at all times, and posted on the City of Denison website on the 29th day of September 2023, before 6:00 p.m.

Christine Wallentine, City Clerk

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



**CITY OF DENISON
CITY COUNCIL MEETING
MINUTES**

Monday, September 18, 2023

Announce the presence of a quorum.

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

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Council Member James Thorne gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by senior members of the Denison High School Volleyball Team, Hallie Taylor, Haven Brewer and Rorie Deweber.

2. PROCLAMATIONS AND PRESENTATION

A. Constitution Week Proclamation

Mayor Janet Gott presented to Amanda Bauman Ewton, Michelle Alverson, Veronica McComack and Kathy Sevarino, members of the Preston Trail Daughters of the American Revolution, with a proclamation honoring Constitution Week. The United States Constitution, America's most important document, stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms and inalienable rights, and embodies the principles of limited government in a Republic dedicated to rule by law. The Daughters of the American Revolution is a renowned and esteemed organization committed to preserving and promoting our nation's rich history, heritage and patriotism, and plays a pivotal role in educating citizens about the significance of the U.S. Constitution and the vital role it plays in our democratic society. Constitution Week is a time-honored tradition during which we celebrate the adoption of the U.S. Constitution on September 17, 1787, and reflect upon the enduring impact of this remarkable document. September 17, 2023, marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention. It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it. The Daughters of the American Revolution has been a steadfast advocate for Constitution Week, working tirelessly to ensure that the values and principles enshrined in the Constitution continue to inspire and guide future generations of Americans. The Mayor then proclaimed the week

of September 17 through September 23, 2023, as Constitution Week in the City of Denison in recognition

B. National Night Out Proclamation

Mayor Janet Gott presented Police Chief Mike Gudgel with a proclamation recognizing National Night Out. The safety and well-being of our community members are of paramount importance to us all. Strong and engaged communities play a vital role in crime prevention and fostering positive relationships between law enforcement and residents. National Night Out is a unique annual campaign that promotes police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live. National Night Out enhances the relationship between neighbors and law enforcement while bringing back a true sense of community and provides a great opportunity to bring local businesses and organizations together to support this common goal. The City of Denison has a long-standing commitment to promoting community engagement and safety and recognizes the importance of collaborative efforts between law enforcement and residents. The celebration of National Night Out encourages residents to join forces with their neighbors, local law enforcement and other community partners to build a safer, more resilient community. Mayor Gott proclaimed October 3, 2023, as National Night Out and urged all residents to participate in this special observance and called upon each citizen to take time on this day to strengthen neighborhood spirit, build police-community partnerships, and unite in our shared goal of creating a safer and more caring community.

3. PUBLIC COMMENTS

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

Prior to calling for a motion on the Consent Agenda, Mayor Gott announced that Item 4.E. on the Consent Agenda would be pulled and brought back before the City Council at a later date.

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 September 5, 2023.
- B. Receive a report, hold a discussion and take action on the reappointment of Brian Hander, J.C. Doty and Michael Courtright as members of the Tax Increment Reinvestment Zone No. 2 (TIRZ No. 2), each to serve a two-year term, and the appointment of Michael Courtright to serve as Board Chair for a one-year term, effective October 1, 2023.
- C. Receive a report, hold a discussion and take action on an Ordinance amending Chapter 2, "Administration", Article II, "Authorities, Boards, Committees and Commissions", Division 1, "Generally", Section 2-46, "Residency Requirements for Certain Appointees" to ensure applicability of residency requirements to all authorities, boards, committees and commissions.

- D. Receive a report, hold a discussion, and take action on the appointment of Juliet West as a New Member to the Public Library Advisory Board.
- E. Receive a report, hold a discussion and take action on an Ordinance providing for the adoption of a Comprehensive Fee Schedule for various goods, services, activities, permits and licenses for FY2024.
- F. Receive a report, hold a discussion, and take action on a Service Agreement in the amount of \$63,240.32 between the City of Denison and Madden Media for a twelve-month digital marketing program with website hosting, and authorize the Interim City Manager to execute the same.
- G. Receive a report, hold a discussion and take action on an Ordinance amending Chapter 13, “Nuisances”, Article III, “Abandoned Vehicles”, Section 13-40, “Definitions”, and Article IV, “Junked and Inoperable Vehicles, Section 13-73(G), “Inoperable Vehicles and Inoperable Motor Vehicles – Abatement and Removal”.
- H. Receive a report, hold a discussion and take action on the appointment of Charlie Pool as a new member to the Building and Industrial Corporation, Inc., d/b/a Denison Development Alliance, Board of Directors, to serve a three-year term, commencing on October 1, 2023, and the appointment of Jared Johnson to serve as the Board Chair for a period of one-year, effective October 1, 2023.
- I. Receive a report, hold a discussion and take action on a Wholesale Water Contract with Diamond Pointe Home Owners Association, and authorize the Interim City Manager to execute the same.
- J. Receive a report, hold a discussion and take action on an ordinance repealing Chapter 11 “Miscellaneous Offenses,” Article II, “Curfew for Minors”, of the Code of Ordinances to repeal regulations imposing a curfew on persons under the age of 17 and the associated criminal penalty.

Council Action

On motion by Mayor Pro Tem Crawley, seconded by Council Member Thorne, the City Council unanimously approved, **Ordinance No. 5310**, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “AUTHORITIES, BOARDS, COMMITTEES, COMMISSIONS”, DIVISION 1 “GENERALLY”, SECTION 2-46 “RESIDENCY REQUIREMENTS FOR CERTAIN APPOINTEES” TO ENSURE APPLICABILITY OF RESIDENCY REQUIREMENTS TO ALL AUTHORITIES, BOARDS, COMMITTEES AND COMMISSIONS; PROVIDING FOR SAVINGS, REPEALING AND SEVERABILITY CLAUSES; PROVIDING A PENALTY CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE”; **Ordinance No. 5311**, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING THE CODE OF ORDINANCES AT CHAPTER 13 “NUISANCES,” ARTICLE III “ABANDONED VEHICLES,” SECTION 13-40 “DEFINITIONS,” ARTICLE IV “JUNKED AND INOPERABLE VEHICLES,” SECTION 13-70

“DEFINITIONS”; AND ARTICLE IV “JUNKED AND INOPERABLE VEHICLES,” SECTION 13-73(G) “INOPERABLE VEHICLES AND INOPERABLE MOTOR VEHICLES– ABATEMENT AND REMOVAL”; PROVIDING SEVERABILITY, REPEALER AND SAVINGS CLAUSES; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW”; **Ordinance No. 5312**, “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, REPEALING CHAPTER 11 “MISCELLANEOUS OFFENSES,” ARTICLE II “CURFEW FOR MINORS” OF THE CODE OF ORDINANCES OF THE CITY OF DENISON, TEXAS TO REPEAL REGULATIONS IMPOSING A CURFEW ON PERSONS UNDER THE AGE OF SEVENTEEN AND THE ASSOCIATED CRIMINAL PENALTY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE OF SEPTEMBER 1, 2023”; and the rest of the Consent Agenda as presented, with the exception of Item 4.E.

5. PUBLIC HEARINGS

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

Council Action

Dianne York, Planner, reported the applicant is requesting to rezone the property located at 114 West Sears. Ms. York provided an aerial map showing the subject property. It's kind of hard to see with the trees, but across the street has been developed in a residential manner and two lots over from the subject property is a duplex. Ms. York also provided a zoning map showing Single Family 5 zoning all to the north. The applicant is requesting this rezone in order to construct a single-family home. This request does comply with the Comprehensive Plan per our future land use map. This area is designated as Neighborhood, so a single-family home would meet the criteria. The Planning and Zoning Commission recommended approval at their meeting held on September 12, 2023, and staff also recommends approval.

Council Member Massey noted the highlighted lot shows a structure and asked if the highlighted lot on the map may be off if the lot is currently vacant. Ms. York confirmed this lot was vacant and that the highlighted lot shown on the aerial map was incorrect.

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

There was no further discussion or questions from Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Courtright, the City Council unanimously approved Ordinance No. 5313, “AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES

OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS LOT 4, BLOCK 32, ORIGINAL TOWN PLAT OF DENISON, GRAYSON COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 28, PAGE 362, DEED RECORDS OF GRAYSON COUNTY, TEXAS, COMMONLY REFERRED TO AS 114 W SEARS ST, DENISON, TX, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", FROM ITS ZONING CLASSIFICATION OF COMMERCIAL DISTRICT TO SINGLE FAMILY-5 DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE SINGLE FAMILY-5 DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE."

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

Council Action

Phyllis Jarrell, Planning Consultant with City Centric Planning, provided she had been engaged by the City to assist staff in upgrading the landscaping requirements in the zoning ordinance. At this point in Denison's evolution, Ms. Jarrell believes the need is there to look more closely at landscaping requirements to improve the appearance of the major corridors and streetscapes in the City. To start, Ms. Jarrell moved towards water conservation by looking at the types of plants that are required and moving more towards native and adapted plants to be more deliberate in the placement of landscaping, that are different from the current landscape requirements, and then also address erosion control on new single-family lots, which Ms. Jarrell understands has been an issue in the city. Ms. Jarrell then went over the main changes that are being proposed starting with general requirements as follows:

General Requirements:

- Automatic irrigation systems are required except for single family lots and natural areas to be preserved.
- New trees and shrubs must be native or adapted species.
- No more than 30% of required trees may be of the same species.
- The minimum tree caliper size for required trees increased from 2 inches in caliper to 3 inches in caliper, measured at 12 inches above the soil. Required shrubs for commercial and multifamily development must be 5 gallons, increased from 3 gallons.

Requirements for Non-Residential and Multifamily Development:

- Minimum 10-foot-wide landscape strip along streets.
- Trees planted at 30 feet on center or can be clustered.

- Headlight screen of shrubs required for parking spaces adjacent to the landscape strip.
- Turf, groundcover, planting beds or mulch must be used in the landscape strip. Gravel, rock, bark mulch may only be used under trees or shrubs.
- Alternative planting locations where overhead power lines or utility easements are located within the landscape strip.
- In Downtown, a 5-foot-wide landscape strip with shrubs is required only for surface parking lots with 20 or more spaces.

Requirements for Parking Lots:

- 8 square feet of landscaped area per parking space.
- One tree for every 15 parking spaces.
- Landscaped islands with one tree are required at the end of each row of parking at a rate of one island for every 15 parking spaces.

Requirements for Single-Family Residential:

- One shade tree per lot if the front yard is 20 feet or more in depth. Ornamental trees may be used in lieu of shade trees if the front yard is less than 20 feet.
- A minimum number of 3-gallon shrubs must be planted in the front yard, based on the lot size.
- For erosion control, front, side and rear yards of new single-family detached, townhouse and duplex lots, must be sodded prior to the final inspections.

Requirements for Overlay Districts:

- Morton Street
 - 10-foot-wide landscape strip is required, but the Planning Director may approve a reduction to 5 feet with only shrubs if the landscape strip prevents compliance with building setbacks or minimum parking requirements.
- Austin Avenue
 - 10-foot-wide landscape strip is required south of the US 69 intersection and between Walker Street and US 69/75.
- Highway Oriented and Corridor District (US 75)
 - A minimum 30-foot-wide landscape strip is required along the frontage roads. One shade tree and one ornamental tree are required at 30 feet on center.
 - Along intersecting streets, a minimum 15-foot-wide landscape strip is required. One shade tree and one ornamental tree are required at 30 feet on center.

The ordinance also includes the tree preservation requirements that were recently updated, they've just been added in and renumbered appropriately. With regard to Appendix C, which has the plant, tree and shrub list, these have been updated as well as part of the ordinance. Ms. Jarrell stated these proposed changes were reviewed with a group of builders and developers as well as the Planning and Zoning Commission. Ms. Jarrell stated she outlined the concerns that we heard from them in the staff report and how they have tried to address these. One of the issues for the builders and developers, especially single-family builders, was that we do not require yet another plan for them to have to have prepared and turn down. So, for single family lots, the building inspectors will confirm the

planting of the trees and shrubs. So, there's not an additional plan that a builder will have to turn in. The Planning and Zoning Commission reviewed these proposed amendments at its meeting on September 12, 2023, and did recommend approval.

Council Member Hander asked Ms. Jarrell if there is anything that requires a guaranteed replacement if the plants die. Council Member Hander said he's thinking about a big company that comes in, and the put in landscaping and sprinklers in, but there has got to be an incentive for them to turn those on. If all the landscaping dies within a month of them opening, then we have gained nothing. Do other cities require replacement of whatever dies within 90 days? Ms. Jarrell said there is a provision in the current ordinance about replacing dead landscaping and this would be regulated through Code Enforcement. So, the city could provide notices to property owners that don't maintain their landscaping. Ms. Jarrell also pointed out that for single family homes, there is not an irrigation system requirement. Council Member Hander stated he thinks it is important we have something in the ordinances we can enforce for the commercial corridors to make sure it is not someone just developing the land, planting a few plants and then leaving it, but it already sounds like we have this covered in the current ordinance. Council Member Hander then asked if this ordinance increases the requirement for percentage of landscaping. Ms. Jarrell responded that staff did take a recently approved site plan and compared the current regulations with what was being proposed and the square footage of landscaping ends up about the same, equal to about 8.8% of the lot, but the tree requirement substantially increased. So, it is about three times as many trees as would be required under the current ordinance.

Council Member Courtright stated he understands single family doesn't require irrigation, but what about planned developments. Ms. Jarrell responded this would be a requirement that would be placed in a planned development district. Council Member Courtright added that one of the main factors that keeps neighborhoods nice is irrigation and wondered if this could be an added requirement for planned developments. Council Member Massey responded that these are governed on a case-by-case basis. Mayor Gott added this would be a call out from a planned development.

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

There was no further discussion or questions from Council.

On motion by Council Member Hander, seconded by Council Member Courtright, the City Council unanimously approved Ordinance No. 5314, "AN ORDINANCE OF THE CITY COUNCIL 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, BY SUBSECTION 28.45 – MO - MORTON STREET OVERLAY DISTRICT; SUBSECTION 28.46 – HO HIGHWAY ORIENTED AND CORRIDOR DISTRICT; AND SUBSECTION 28.48 – AO AUSTIN AVENUE OVERLAY DISTRICT OF ARTICLE III – ZONING DISTRICTS; SUBSECTION 28.51 - LANDSCAPE REQUIREMENTS OF ARTICLE V – DEVELOPMENT STANDARDS; AND APPENDIX C - RECOMMENDED PLANT LIST (ZONING CASE 2023-087ZO); PROVIDING A PENALTY; PROVIDING SAVINGS, REPLEAING AND

SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.”

6. ITEMS FOR INDIVIDUAL CONSIDERATION

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

Council Action

Rachel Reinert, Tourism Manager, reported staff has been working on this strategic planning document for several months now. Ms. Reinert thanked all who took a role in participating in it and giving feedback with online surveys, meeting with our strategic planning facilitator, or sitting in a full day of planning with the board. Ms. Reinert started by providing a bit of the background. The previous strategic planning session for the Convention and Visitor’s Bureau Advisory Board was approved in October of 2020. When we did our background research this time around to review and compare our goals, we learned a lot in reviewing the previous plan, but we did want to make sure that we focused this time around on creating actionable items that our board and staff could work on. In addition to the goals that we’re working on every day, the plan was conducted by DMOpvoz who specialize in strategic planning for destination marketing organizations. They worked with CVBs from all across the state of Texas working on strategic plans. They did background research, sent out online surveys to our community stakeholders, including boards, city departments, residents, stakeholders, and they collected strengths, weaknesses, opportunities and threats, and people’s opinions for the Denison CVB. They then traveled to Texas for in person surveys with several of our community partners, and several of our organizations, and finish off with a full day retreat for our board members to narrow down the information that we gathered from those surveys and create some of our goals. The plan is broken down into three main goals that focus on growing the visitor experience and tourism economy while positively impacting the community. Ms. Reinert started with their mission and vision statement; “our why” is we enhance Denison’s quality of life by attracting visitors to our region, telling stories of our community and showcasing our destination. Denison will be known and respected as an authentic community of choice welcoming visitors from around the world; “our how” is that Discover Denison is dedicated to increasing the impact of visitor spending throughout the community, embracing growth while protecting the culture of our destination.

Ms. Reinert then went over the goals:

Goal #1 – Community Outreach and Organizational Collaboration

- Build relationships with other community development organizations. This includes other city departments, the Chamber of Commerce, Denison, ISD, TMC, all of our major organizations. We want to make sure that we’re working together.
- Build relationships with destination businesses and make sure that we’re showcasing all of our destinations available in Denison for our visitors and our residents to support our businesses, museums, historic sites, parks and everything.
- Educate residents to the value of the visitor economy as a means to enhance quality of life.

Goal #2 – Enhance the Visitor Experience

- Analyze opportunities to develop a community information center and work alongside Council's goals while supporting the project.
- Consider opportunities to celebrate the community's heritage as a magnet to attract visitation. This was something that we received a lot of feedback on in our background research. Denison has such a rich history and heritage; tourism is a huge opportunity for us to tell that story.
- Advocate for enhanced community transit options, entryway and wayfinding. Signage is another goal that came from meeting with our community partners, specifically our Parks and Recreation and Main Street Departments. Both of them are also focusing on their wayfinding signage at this time. We want to capitalize on all the opportunities to work together to provide accessible signage for both our visitors and our residents.
- Analyze opportunities to develop a robust community wide calendar of events. A big part of the feedback received is that users have to travel to different sites to find information about all the different events. This is a great problem to have, because we have so many organizations that put-on community events, but we want to make sure in everything we're doing that we're focusing on making that information as user friendly as possible for everyone.
- Continue to ideate ways to diversify community events and facilities for an increasingly diverse population and visitor base to ensure that everyone is welcome in all of our events and in Denison overall.

Goal #3 – Organizational Capacity (focuses mainly with the CVB Board of Directors)

- Analyze opportunities to expand and diversify funding streams as opportunities arise.
- Consider opportunities to expand and diversify the advisory board. So, we always have an engaged group of tourism stakeholders ready to participate and help out.

There was no discussion or questions from the Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Thorne, the City Council unanimously approved the Discover Denison 2023-2025 Strategic Planning Document for the Denison Convention and Visitors Bureau Board of Directors.

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

Council Action

Ronnie Bates, Public Works Director, stated the existing radio system we have is a VHF system. In other words, it's like the old CB radios that people used to talk on. It is pretty old and becoming outdated, and there are no more channels to add to it. Currently, we have two channels, and we actually need a few more than this. What we're asking for is that we upgrade to what the current standard is throughout the State of Texas for all public safety radio systems, which is a 700/800-megahertz radio trunk system. This is a statewide system so that you can have interoperability across the whole State of Texas. The reason

for it is because we will have one prime site, which would be our Parkdale Water Tower, and then we'll have three additional remote sites. The radio core would still be held at the police station. This will give us four channels, which then gives us sub-talk channels and you can go up to eight sub-talk channels. This allows more people to use the radio. The FCC is not issuing any further channels on the VHF system, and they are phasing this out. The mission critical system will have multiple redundancies. So, if one part of the radio system quits working, public safety will still be able to use the radio system because it's got multiple redundancies in it. Mr. Bates provided two maps, one showing the portable coverage and the other showing mobile coverage. The portable is a handheld radio that you can carry on your person. The mobile coverage is like the unit that is installed into a vehicle. It has more power and is able to reach out a little further. Just using the ETJ of Denison, you can see that the portable still covers about 99% of the area, and the mobile is 100%. Putting this into the Grayson County map, the portables are about 80% and mobile is 99%. If we can work with other communities, we would be able to add some other towers and get the portable coverage expanded a little further. One of the main things to this system is SmartConnect. Right now, with the current radios, if an officer or an employee or somebody goes into a school building, or they go into Walmart for a call, just about any place if it's inside, the radios do not work. This smart system will use a system kind of similar to what your phone does, it'll switch over to Wi-Fi automatically and be able to receive their calls and requests for help or assistance. Also, if you're driving and say there's an emergency, like a hurricane or something like that, with this P95 system, there will be complete interoperability with other cities that you're going to. So, if somebody came in to help us with a tornado or something, they'd be able to use our radio system as well. This will be a 10-year lease. We have budgeted to put up \$2 million, which is currently in our CIP funding and has been set aside for this. This will give us five years' worth of maintenance. The first year is 0% interest. If this is approved tonight, we will be able to get a contract signed and sent off to Motorola. It should take about one year before we are able to use our first radios, and then a couple months after this to close out and final out the project.

Mayor Gott reiterated, for clarity, this is included in the FY2024 budget.

There was no further discussion or questions from Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Hander, the City Council unanimously approved a 10-year Lease Agreement with Motorola Solutions to implement a Public Works trunked radio system that will enhance field operations and improve critical emergency communication, and authorized the Interim City Manager to execute the same.

7. EXECUTIVE SESSION

The Council then adjourned into Executive Session at 6:41 p.m. pursuant the Chapter 551, Texas Government Code, in accordance with the Authority:

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

1. Confer with City Attorney regarding City of Denison vs. AB Sherman Holding Company, LLC, as to the properties located at 1527 S. Austin Avenue and 2824 W. Crawford Street.
- B. Discuss the possible purchase, exchange, lease, or sale value of real property (public discussion of such would not be in the best interests of the City's bargaining position). Section 551.072.
- C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.
- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.
- E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087.
- F. Discuss the deployment or specific occasions for implementation of security personnel or devices. Section 551.076.
- G. Deliberations regarding economic development negotiations pursuant to Section 551.087.

RECONVENE INTO REGULAR SESSION

The Council then reconvened into Regular Session at 7:03 p.m. and took the following action:

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

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

Council Action

No action taken.

- B. Discuss the possible purchase, exchange, lease, or sale value of real property (public discussion of such would not be in the best interests of the City's bargaining position). Section 551.072.
- C. Discuss negotiated gifts or donations to the City (public discussion at this stage would have a detrimental effect on the City's bargaining position). Section 551.073.
- D. Discuss the appointment, employment, evaluation, reassignment of duties, discipline, or dismissal of or to hear a complaint against a public officer or employee. Section 551.074.

- E. Discuss the commercial or financial information received from an existing business or business prospect with which the City is negotiating for the location or retention of a facility, or for incentives the City is willing to extend, or financial information submitted by the same. Section 551.087.
- F. Discuss the deployment or specific occasions for implementation of security personnel or devices. Section 551.076.
- G. Deliberations regarding economic development negotiations pursuant to Section 551.087.

There being no further business to come before the Council, the meeting was adjourned at 7:03 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 authorizing the Interim City Manager to enter into an interlocal agreement involving City of Denison, City of Sherman, and Grayson County pertaining to the 2023 U.S. Department of Justice Assistance Grant (JAG) Program.

Staff Contact

Mike Gudgel, Chief of Police

mgudgel@cityofdenison.com

903-465-2422, ext. 2303

Summary

- A joint grant application is to be submitted by City of Sherman on behalf of City of Sherman, City of Denison, and Grayson County, pertaining to the 2023 U.S. Department of Justice Assistance Grant (JAG) Program.
- City of Sherman agrees to pay City of Denison a total of \$3,215.05 from the 2023 JAG Program.
- City of Denison agrees to use the \$3,215.05 for law enforcement equipment and/or training.

Staff Recommendation

Staff recommends approval of the interlocal agreement.

Recommended Motion

“I move to approve the inter-local agreement between City of Denison, City of Sherman, and Grayson County pertaining to the 2023 U.S. Department of Justice Assistance Grant (JAG) Program and authorize the Interim City Manager to execute the same.”

Background Information and Analysis

Execution of an inter-local agreement with the City of Sherman and Grayson County is one of the required components of the joint grant application to be submitted under the U.S. Department of Justice’s 2023 JAG Program. City of Denison will receive \$3,215.05 of the total funds disbursed between the agencies. Funds received from this grant will be used for law enforcement equipment and/or training.

Financial Considerations

None.

Prior Board or Council Action

Council has approved the execution of inter-local agreements for JAG grants in past years.

Alternatives

Council could elect not to approve execution of the inter-local agreement.

THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF GRAYSON §

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SHERMAN, TEXAS,
THE CITY OF DENISON, TEXAS
AND GRAYSON COUNTY, TEXAS**

2023 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD – CFDA 16.738

THIS AGREEMENT is made and entered into this the 21st day of August, 2023, by and between the **CITY OF SHERMAN, TEXAS**, acting by and through its governing body, the City Council, hereinafter referred to as “**SHERMAN**”, the **CITY OF DENISON, TEXAS**, acting by and through its governing body, the City Council, hereinafter referred to as “**DENISON**” and the **COUNTY OF GRAYSON, TEXAS**, hereinafter referred to as “**GRAYSON**” of Grayson County, State of Texas;

W I T N E S S E T H:

WHEREAS, this Agreement is made under the authority of the Interlocal Cooperation Act, Sections 791.001-791.033, Texas Government Code; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, SHERMAN agrees to provide DENISON Three Thousand Two Hundred Fifteen Dollars and Five Cents (\$3,215.05); and

WHEREAS, SHERMAN agrees to provide GRAYSON Four Thousand One Hundred Thirty-Four Dollars and Eighty Cents (\$4,134.80); and

WHEREAS, SHERMAN, DENISON and GRAYSON believe it to be in their best interests to reallocate the 2023 JAG funds; and

NOW, THEREFORE, SHERMAN, DENISON and GRAYSON agree as follows:

Section 1. SHERMAN'S obligations under the Interlocal Agreement are strictly contingent on SHERMAN receiving grant funds in the amount of \$15,709 within sixty (60) days of the date of the Agreement.

Section 2. SHERMAN agrees to pay DENISON a total of Three Thousand Two Hundred Fifteen Dollars and Five Cents (\$3,215.05) of 2023 JAG funds.

Section 3. DENISON agrees to use Three Thousand Two Hundred Fifteen Dollars and Five Cents (\$3,215.05) for law enforcement equipment and/or training.

Section 4. DENISON agrees that, in the event of loss or misuse of the 2023 JAG Program Award funds, as determined by SHERMAN, DENISON assures that the funds will be returned to SHERMAN in full for return to the U.S. Department of Justice.

Section 5. SHERMAN agrees to pay GRAYSON a total of Four Thousand One Hundred Thirty-Four Dollars and Eighty Cents (\$4,134.80) of 2023 JAG funds.

Section 6. GRAYSON agrees to use Four Thousand One Hundred Thirty-Four Dollars and Eighty Cents (\$4,134.80) for the purchase of law enforcement equipment and/or training.

Section 7. GRAYSON agrees that, in the event of loss or misuse of the 2023 JAG Program Award funds, as determined by SHERMAN, GRAYSON assures that the funds will be returned to SHERMAN in full for return to the U.S. Department of Justice.

Section 8. Nothing in the performance of this Agreement shall impose any liability for claims against DENISON other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 9. Nothing in the performance of this Agreement shall impose any liability for claims against GRAYSON other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 10. Nothing in the performance of this Agreement shall impose any liability for claims against SHERMAN other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 11. Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 12. The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 13. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 14. This Agreement is authorized under and governed by the laws of the State of Texas. Venue for any action arising under this Agreement shall lie in state district court, Grayson County, Texas.

Section 15. If, by reason of Force Majeure as hereinafter defined, any party to this Agreement shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the particulars of such Force Majeure to the other parties within a reasonable time after the occurrence thereof. The obligations of the party giving such notice, to the extent affected by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and such party shall, in good faith, exercise its best efforts to remove and overcome such inability. The term "Force Majeure" as utilized in this Agreement shall mean and refer to Acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections, riots, epidemics, landslides, earthquakes, lightning, fires, hurricanes, storms, floods, washouts, or other natural disasters; arrest; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; or other causes not necessarily within the control of the party claiming such inability.

Section 16. This Agreement is subject to all applicable federal, state and local laws, ordinances, rules and regulations, including but not limited to all provisions of SHERMAN'S Charter and Ordinances, as amended.

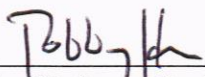
Section 17. The failure of any party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

Section 18. It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall hereby be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising during the exercise of governmental powers and functions.


CITY OF SHERMAN, TEXAS

CITY OF DENISON, TEXAS

BY:


Robby Hefton, City Manager

BY:


Bobby Atteberry, City Manager

ATTEST:

BY: Linda Ashby
Linda Ashby, City Clerk

ATTEST:

BY: _____
Christine Wallentine,
City Clerk/Court Administrator

APPROVED AS TO FORM:

BY: Ryan D. Pittman

NAME: Ryan D. Pittman

Sherman City Attorney

APPROVED AS TO FORM:

BY: _____

NAME: _____

Denison City Attorney

COUNTY OF GRAYSON, TEXAS

BY: Bruce Dawsey
Bruce Dawsey, County Judge

ATTEST:

BY: Deana Patterson
Deana Patterson, Grayson County Clerk

APPROVED AS TO FORM:

BY: Arthur E. Clifton
NAME: Arthur E. Clifton
Attorney for Grayson County

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the appointment of Holly Jenkins to Place No. 8 on the Texoma Community Center Board of Trustees.

Staff Contact

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

Summary

- The Texoma Community Center (TCC) Board of Trustees are appointed by the governing bodies of the member entities.
- Place No. 8 on the Board is always filled by a citizen of Denison whereas Place No. 3 and Place No. 5 are filled on a rotating basis by appointees from Denison, Sherman, and Grayson County.
- Jay Connolly previously represented Denison in Place No. 8 from his appointment on November 7, 2022, until the term expiration on August 31, 2023.
- Ms. Jenkins is willing and eligible to serve on the Board in Denison's permanent Place No. 8 and would fill this unexpired term, effective upon appointment by the City Council, and expiring on August 31, 2025.

Staff Recommendation

Staff recommends the appointment of Holly Jenkins to the Texoma Community Center Board of Trustees.

Recommended Motion

"I move to appoint Holly Jenkins to Denison's Place No. 8 on the Texoma Community Center Board of Trustees to serve the remainder of an unexpired term effective upon appointment by the City Council and expiring on August 31, 2025."

Background Information and Analysis

The Texoma Community Center (TCC) Board of Trustees are appointed by the governing bodies of the member entities, which includes Denison, Sherman and Grayson County. Place No. 8 is always filled by a citizen of Denison. Place No. 3 and Place No. 5 are filled on a rotating basis by appointees from Denison, Sherman and Grayson County. The function of the Board is to design programs of mental health, recovery and adult protective services under which local funds contributed by members shall be spent solely for programs conducted wholly within the respective counties of the parties contributing such funds.

Jay Connolly previously appointed by the City Council to Place No. 8 on November 7, 2022 but vacated this position upon expiration of his term on August 31, 2023. Ms. Jenkins has recently reached out to TCC and expressed her interest to serve on the Board. Ms. Jenkins is willing and eligible to serve on the Board in Place No. 8 and would fill the unexpired term, effective upon appointment by the City Council, and expiring on August 31, 2025.

Financial Considerations

None.

Prior Board or Council Action

Jay Connolly was appointed to Place No. 8 on November 7, 2022.

Alternatives

Council may deny or table the agenda item.

**TEXOMA COMMUNITY CENTER
BOARD OF TRUSTEES**

Membership: Nine persons appointed by the governing bodies of the member entities of the Texoma Community Center. Place No. 8 is filled by a citizen of Denison at all times and Place No. 3 and Place No. 5 are filled on a rotating basis by appointees from Denison, Sherman, and Grayson County.

Appointment: Denison's representatives are appointed by the City Council.

Function: To design programs of mental health, recovery, and adult protective services under which local funds contributed by members shall be spent solely for programs conducted wholly within the respective counties of the parties contributing such funds.

Term of Office: Place 8 – Four, two-year terms of office
Place 3 and 5 – Rotating positions will remain for two consecutive terms.

<u>MEMBER</u>	<u>TERM (S) OF OFFICE</u>	<u>PRESENT TERM EXPIRES</u>
Place 8		
Vacant	9/1/2023 – 8/31/2025	2025
Place 3 (Rotating Position)		
Grayson County	9/1/2023 – 8/31/2025	2025
Place 5 (Rotating Position)		
City of Sherman	9/1/2023 – 8/31/2025	2025

* Pursuant to Chapter 534.005(a) appointed members of the board of trustees who are not members of a local agency's governing body serve two year terms. A vacancy on a board of trustees composed of qualified voters is filled by appointment for the remainder of the unexpired term. (u) Indicates member filling unexpired term of prior member.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on an ordinance amending Chapter 25 “Traffic”, Article VII, “Railroads” in order to repeal Section 25-202, “Obstructing Crossings.”

Staff Contact

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

Summary

- Section 25-202 of the City of Denison’s Code of Ordinances was adopted in 1965 and at that time such an ordinance could be enforced by the City.
- In addition, Texas Transportation Code Section 471.007 previously governed the obstruction of railroad crossings and supported the City’s ordinance.
- Texas Transportation Code Section 471.007 was repealed by the Texas Legislature in 2015 due to preemption by the Federal Interstate Commerce Commission Termination Act of 1995 and the Federal Railroad Safety Act.
- These same federal acts preclude the City from enforcing Section 25-202 of the City Code.

Staff Recommendation

Staff recommends adoption of the ordinance repealing Section 25-202.

Recommended Motion

“I move to adopt the ordinance amending Chapter 25 “Traffic”, Article VII, “Railroads” in order to repeal Section 25-202, “Obstructing Crossings.”

Background Information and Analysis

Section 25-202 of the City of Denison’s Code of Ordinances was adopted in 1965 and at that time such an ordinance could be enforced by the City. In addition, Texas Transportation Code Section 471.007 previously governed the obstruction of railroad crossings and supported the City’s ordinance. Texas Transportation Code Section 471.007 was repealed by the Texas Legislature in 2015 due to preemption by the Federal Interstate Commerce Commission Termination Act of 1995 and the Federal Railroad Safety Act. These same federal acts preclude the City from enforcing Section 25-202 of the City Code. The City is legally prohibited from enforcing Section 25-202 since federal law has pre-empted railroad regulation. Therefore, because the City no longer has authority to enforce this section of the City’s Code, and in order to be in compliance with state and federal regulations, Section 25-202 “Obstructing Crossings” of Article VII “Railroads”, of Chapter 25 “Traffic” must be repealed.

Financial Considerations

None.

Prior Board or Council Action

None.

Alternatives

City Council may table this agenda item.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING ARTICLE VII “RAILROADS,” CHAPTER 25 “TRAFFIC” OF THE CITY OF DENISON CODE OF ORDINANCES IN ORDER TO REPEAL SECTION 25-202 “OBSTRUCTING CROSSINGS”; PROVIDING A REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council of the City of Denison, Texas (the "City Council") has investigated and determined that the City of Denison, Texas (“City” or “Denison”) Code of Ordinances, Article VII “Railroads,” Chapter 25 “Traffic” should be amended; and

WHEREAS, Texas Transportation Code Section 471.007 governing the obstruction of railroad crossings was repealed due to preemption by the Federal Interstate Commerce Commission Termination Act of 1995 and the Federal Railroad Safety Act; and

WHEREAS, pursuant to the provisions of and subject to the limitations imposed by the Constitution, State law, the Charter of the City, and the City’s inherent police powers, the City Council of the City of Denison is empowered to adopt ordinances and rules that are for the good government of the City when the State or Federal Government has not pre-empted such ordinances and rules; and

WHEREAS, the City Council has determined it to be in the best interest of the City and its residents to amend the Code of Ordinances as set forth herein.

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

SECTION 1: INCORPORATION OF PREMISES. That the above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. AMENDMENT. The following Section 25-202 “Obstructing Crossings” of Article VII “Railroads,” Chapter 25 “Traffic” of the Code of Ordinances of the City of Denison is hereby repealed in its entirety:

Section 25-202. Obstructing Crossings.

It shall be unlawful for any engineer, conductor or other person to, in this city, stop, or cause to be stopped, any railway engine or car across any street, alley, road or highway, so as to obstruct or interfere with the free passage thereon, for a longer time than five (5) minutes at a time.

SECTION 3: SAVINGS/REPEALING CLAUSE. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. SEVERABILITY. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Denison hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately upon its adoption and its publication as required by law

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

AND IT IS SO ORDERED.

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

Ayes:

Nays:

Abstentions:

At regular meeting _____, 2023.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Secretary

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on setting regular City Council Meeting dates for 2024.

Staff Contact

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

Summary

- Pursuant to the City's Charter, the City Council shall meet regularly at such times as may be prescribed by its rules, but not less frequently than once each calendar month.
- The City Council is regularly scheduled to meet on the first and third Monday of each month at 6:00 p.m.
- The proposed City Council meeting dates for 2024 meet the requirement of the Charter by allowing for a meeting at least once per month in each of the 12 calendar months.

Staff Recommendation

Staff recommends approval of the proposed dates.

Recommended Motion

"I move to approve the proposed City Council Meeting dates for 2024 as presented."

Background Information and Analysis

Pursuant to the City's Charter, the City Council shall meet regularly at such times as may be prescribed by its rules, but not less frequently than once each calendar month. The City Council is regularly scheduled to meet on the first and third Monday of each month at 6:00 p.m.

The proposed City Council meeting dates for 2024 meet the requirement of the Charter by allowing for a meeting at least once per month in each of the 12 calendar months. The months listed that contain only one meeting are months that have corresponding legal holidays where City Offices are closed. Therefore, the meeting corresponding with a legal holiday was either removed from the proposed calendar or moved to the Tuesday following the holiday.

Financial Considerations

None.

Prior Board or Council Action

The Council has regularly approved Council Meeting dates for the next calendar year at the first meeting in October.

Alternatives

Council may modify the dates or table this item.

2024 CITY COUNCIL MEETING DATES

January

16th – Tuesday (MLK Day Monday)

February

5th

19th

23rd – Mid-Year Review

March

4th

18th

April

1st

15th

May

6th

20th

June

3rd

17th

28th – Budget Workshop

July

1st

15th

August

5th

19th

September

3rd – Tuesday (Labor Day is Monday)

16th

October

7th

21st

November

4th

18th

December

2nd

16th

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on approving an Interlocal Agreement between the City of Denison and Grayson County for Fire and EMS services and authorize the Mayor to execute the same.

Staff Contact

Kenneth Jacks, Fire Chief
kjacks@cityofdenison.com
(903) 464-4427 Ext. 2201

Summary

- This is an agreement between the City of Denison and Grayson County pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code and under Section 352 of the Texas Local Government Code.
- The purpose of this agreement is to provide fire and EMS services in the unincorporated areas of Grayson County, as set forth in the City of Denison ambulance district/service area 7 days a week, 24 hours a day to persons requiring service within the municipal boundaries of any city within said district.
- The services to be provided will comply with all applicable county, state and federal laws, regulations and ordinances.
- The City shall manage all day-to-day operations, including field operations, dispatch, billing, collections, purchasing and other operations functions.
- County agrees to pay City a total of \$292,008.00 annually, payable in monthly installments of \$24,334.00 on the 10th of each month.

Staff Recommendation

Staff recommends approval of the Interlocal Agreement.

Recommended Motion

"I move to approve the Interlocal Agreement between the City of Denison and Grayson County and authorize the Mayor to execute the same."

Background Information and Analysis

This is an agreement between the City of Denison and Grayson County pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code and under Section 352 of the Texas Local Government Code.

The purpose of this agreement is to provide fire and EMS services in the unincorporated areas of Grayson County, as set forth in the City of Denison ambulance district/service area shown in Exhibit A to the attached Agreement. The City shall provide said services 7 days a week, 24 hours a day to persons requiring service within the municipal boundaries of any city within said district and shall for persons requiring services in the unincorporated County portions of the district service area. The services to be

provided will comply with all applicable county, state and federal laws, regulations and ordinances. The City shall manage all day-to-day operations, including field operations, dispatch, billing, collections, purchasing and other operations functions. For services provided under this agreement, County agrees to pay City a total of \$292,008.00 annually, payable in monthly installments of \$24,334.00 on the 10th of each month, beginning October 10, 2023.

Prior Board or Council Action

None.

Alternatives

The City Council may table, modify, or deny the proposed agreement.

STATE OF TEXAS §
COUNTY OF GRAYSON §

FISCAL YEAR 2024

**INTERLOCAL COOPERATION AGREEMENT
FOR
FIRE AND AMBULANCES SERVICES**

This Interlocal Cooperation Agreement for Fire and Ambulance Services (the "Agreement") is made by and between Grayson County, Texas, (the "County"), and the City of Denison (the "City"). The County and the City shall be collectively referred to herein as the "Parties."

Whereas, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Grayson County; and

Whereas, the City is a duly organized political subdivision of the State of Texas engaged in the administration of city government and related services including provision of fire protection and ambulance services; and

Whereas, the County desires to obtain emergency ambulance and related emergency medical services, as well as fire protection services ("Services"), for the benefit of the residents of the County living in unincorporated areas of the County which the City is capable of providing; and

Whereas, the provision of emergency ambulance and related emergency medical services and fire protection services is a governmental function that serves the public health and welfare of County citizens; and

Whereas, the City requires funding from the County to defray the expense of providing such Services outside its city limits and extraterritorial jurisdiction, that is, in the specific unincorporated area as described herein; and

Whereas, the County and the City mutually desire to be subject to, and contract pursuant to, provisions of the Texas Government Code, Chapter 791; Texas Local Government Code, Chapter 352; and Texas Health and Safety Code, Section 774.003.

NOW, THEREFORE, the County and the City, in consideration of the mutual promises, covenants and agreements stated herein, agree as follows:

TERM

The term of this Agreement shall be for a period of one year, unless terminated earlier pursuant to the terms hereof. This Agreement shall commence at **12:01 A.M. on October 1, 2023**, and terminate at **midnight, September 30, 2024**.

It is understood and agreed that this Agreement may be extended for additional one-year terms by written agreement of the Parties.

CONSIDERATION

For the services provided by the City to the County, as set forth below, the County shall provide to the City the sum of \$24,334.00 per month during the term of this Agreement. Said monthly payment is due and payable by the 10th of each month, with the first payment due on or before October 10, 2023.

In addition to all available remedies pursuant to default and termination provisions of this Agreement, the Parties agree that the County may withhold payment of any sums upon written notice of failure of the City to perform the services contemplated in this Agreement until such deficiency is cured.

PERFORMANCE OF SERVICES & CITY RESPONSIBILITIES

The services ("Services") to be rendered under this Agreement by the City are ambulance and fire protection services normally rendered by the City to its citizens in circumstances of emergency. These Services will now be extended to all citizens of the County residing in the unincorporated area of the County that are within the operating territory or jurisdiction of the City, as agreed to by the Parties to this Agreement and as set forth in "Exhibit A" attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the City have the duty and responsibility of rendering said Services in the area defined in Exhibit A. In the performance of these Services, it shall be within the sole responsibility and discretion of said officers and employees of the City to determine priorities in the dispatching and use of such equipment and personnel.

The City shall devote sufficient time and attention to insure the performance of all duties and obligations of the City under this Agreement and shall provide immediate and direct supervision of the City's employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the Parties.

All persons employed or used by the City in the performance of the Services under this Agreement shall hold all required and appropriate professional certifications, permits and/or licenses as required by all state and federal laws and regulations and shall conduct themselves in a professional manner.

The City shall staff and equip each ambulance and vehicle utilized to provide such Services pursuant to this Agreement with all items for operations as required for a MICU level of service, in compliance with all applicable state and federal standards;

The City shall respond to reasonable data requests relevant to Services provided under this Agreement and make its financial records available for audit and/or review by the County, upon request by the County.

The City will participate in after action reviews as requested by the Grayson County Office of Emergency Management of emergency incidents involving a response by the City. Participation shall be defined to include participation by personnel actually involved in the incident under review.

The City will provide, and maintain, current contact information for the City to include active email addresses and telephone contact information for use by the Grayson County Emergency Operations Center and Sheriff's Office Communication Center.

The City will adopt the National Incident Management System ("NIMS") and take all necessary steps to implement NIMS, including required NIMS training for all personnel contemplated to provide response Services pursuant to this Agreement.

The City shall provide to the County monthly operating reports including all data set out in "Exhibit B" attached to this Agreement. The City reserves the right to provide monthly reports in written or electronic format. The reports shall be provided to the County by email to allisons@co.grayson.tx.us or such other email as designated by the County in writing. The first report under this Agreement for FY24 shall be due on or before the 15th day of November 2023.

Any billing and collection procedures used will be developed by the City. The County does not require, nor shall it be responsible for any billing or collection for Services provided under this Agreement.

The service rate for all 9-1-1 and non-emergency transports shall be set by the City without consideration and approval from the County. Rates for Services and collection rates will be provided to the County by the City upon request.

The City agrees to cooperate with other 9-1-1 emergency service providers in Grayson County, including without limitation, providing emergency contact information of chiefs and also locations and numbers of ambulances available for immediate response. Mutual aid to other such county 9-1-1 providers will be at the sole discretion of the employees and officers tasked with such responsibilities by the City, save and except in the case of disaster declared by the Grayson County Judge or the Governor of the State of Texas for Grayson County.

AMENDMENT & MODIFICATION

Any alterations or deletions to the terms of this Agreement shall be by written amendment executed by both Parties to this Agreement. Any alterations, additions, or deletions to the terms of this Agreement that are required by changes in Federal, State, or local law, or regulations, will be automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

FORM 1295 ACKNOWLEDGEMENT

The City acknowledges that it is a governmental entity and not a business entity as those terms are defined in Section 2252.908 of the Texas Government Code, and therefore, no disclosure of interested parties pursuant to Section 2252.908 of the Texas Government Code is required.

MISCELLANEOUS PROVISIONS

The following miscellaneous provisions shall apply to this Agreement:

All Services furnished by City shall be rendered in full compliance with all applicable federal, state and local laws, rules and regulations.

Neither party may assign this Agreement or any rights, interest, or obligations under this Agreement without the prior written approval of the other party.

The City shall be the holder of any state or federal licenses, permits, etc., required for the operation of the fire and rescue department, and shall make all necessary payments to maintain said licenses and permits.

SAFEGUARDING OF INFORMATION SYSTEMS

The City shall apply basic safeguarding requirements and procedures to protect the City's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the County or the public in connection with provision of the services under this Agreement. This requirement does not include information provided by the County to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, security control requirements reflective of actions a prudent business person would employ.

The City shall include the substance of this clause in subcontracts under this Agreement, including information management contracts with billing and other service provider, (and including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have County contract information residing in or transiting through its information system.

NOTICES AND ADDRESSES OF PARTIES

Any notice required under this Agreement shall be delivered by certified mail, return receipt requested,

addressed to the proper party, at the following addresses:

To the County: Grayson County
Attn: Honorable County Judge
100 W. Houston, Suite 15
Sherman, TX 75090

To the City: City of Denison
Attn: Honorable Mayor
300 W. Main
Denison, TX 75020

INDEPENDENT CONTRACTOR RELATIONSHIP

It is expressly understood and agreed that the City is an independent contractor in its relationship with the County. The County is interested only in the results obtained under this Agreement; the manner and means of conducting the work are under the sole control of the City. None of the benefits provided by the County to their employees are available to City employees, agents, or representatives. The City is solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-contractors under this Agreement. Nothing in this Agreement at any time or in any manner shall be construed to 1) effect an agreement of partnership or joint venture, or 2) render the County the employer or master of the City, its employees, agents or representatives.

TERMINATION OF AGREEMENT

Either party may terminate this Agreement by giving sixty (60) days written notice to the address as provided herein by the other party. Such written notice shall be delivered to either party as set forth above.

GOVERNMENTAL IMMUNITY

This Agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to, governmental immunity, that would otherwise be available to the Parties against claims arising from the exercise of governmental powers and functions.

SEVERABILITY

In the event any provisions of this Agreement are for any reason held invalid, illegal, or unenforceable, they shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable they shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

APPLICABLE LAW

This Agreement shall be interpreted in accordance with the laws of the State of Texas and Grayson County is the proper venue for any action regarding this Agreement.

ENTIRE AGREEMENT

This Agreement represents the entire Agreement of the Parties and supersedes any verbal or written representations of, to or by the Parties to each other.

Signed this ____ day of _____, 2023

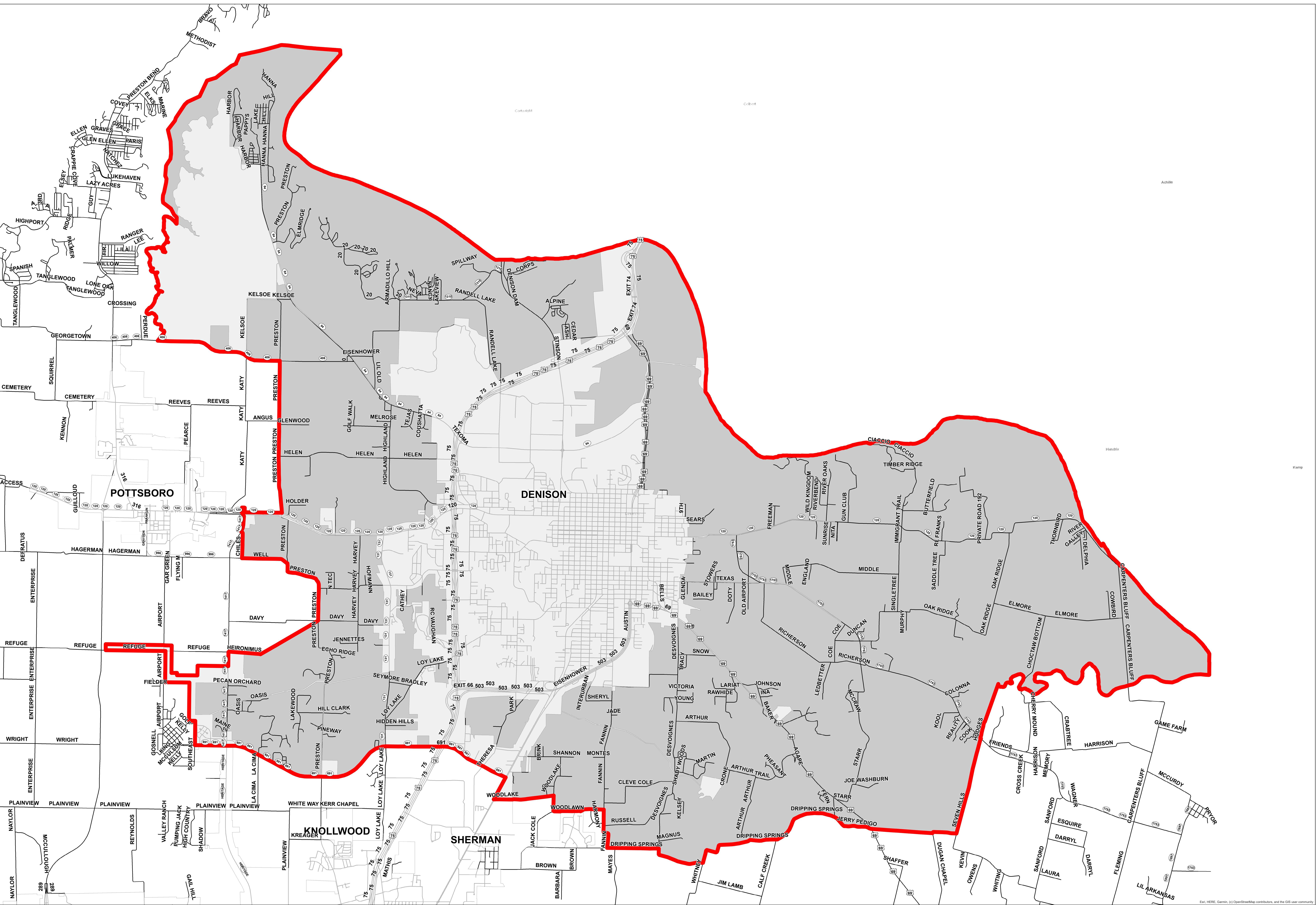
Signed this ____ day of _____, 2023

City of Denison, Texas

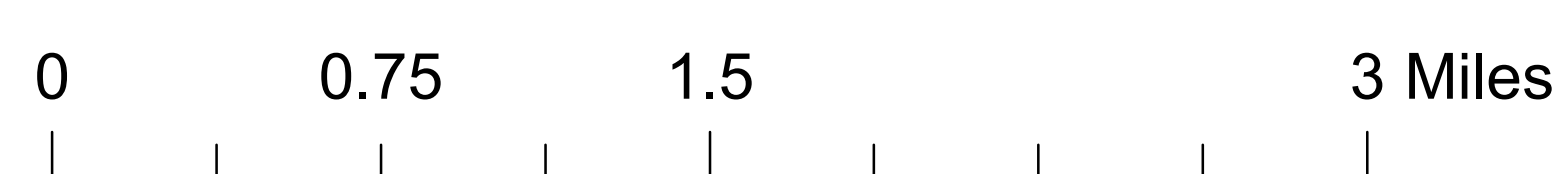
Grayson County, Texas

By: _____
Janet Gott, Mayor

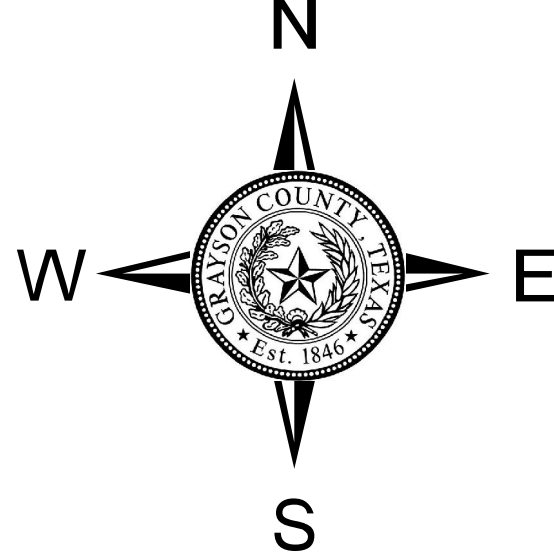
By: _____
Bruce Dawsey, Grayson County Judge



Date: 9/27/2023
EXHIBIT A



DENISON SERVICE AREA



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes, and are intended for general information purposes only. It does not represent an on-the-ground survey and represents only approximate relative location of the property boundaries. All data provided represents current information as of the date shown and is believed to be accurate, but the accuracy is not warranted.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on a resolution adopting the Investment Policy for Funds for the City of Denison for fiscal year 2024.

Staff Contact

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

Summary

- The Investment Policy was originally adopted in 2003.
- Council approves the policy and any changes annually. There are no changes for FY2024.
- Requesting Council to approve the policy and act on the resolution this year.

Staff Recommendation

Staff recommends approval of the resolution adopting the Investment Policy for funds for the City of Denison for fiscal year 2024.

Recommended Motion

“I move to approve the resolution adopting the Investment Policy for funds for the City of Denison for fiscal year 2024.”

Background Information and Analysis

The Public Funds Investment Act requires the City to have an investment policy and for it to be reviewed by Council annually. The policy has been in place since 2003. Annual reviews by staff, consultants and/or legal counsel have occurred since its inception. Updates are made to the policy as needed or required on an annual basis including updates to verbiage for easier reading and updates based on new legislation. No changes based on verbiage or legislation were made this year.

Financial Considerations

None

Prior Board or Council Action

Council approves the Investment Policy and any changes to the policy each year. The Public Funds Investment Act requires annual review and approval.

Alternatives

None. The Public Funds Investment Act requires approval of the policy.

**CITY OF DENISON, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS ADOPTING AN INVESTMENT POLICY FOR FUNDS FOR THE CITY OF DENISON FOR FISCAL YEAR 2023/2024; DESIGNATING THE FINANCE DIRECTOR AS THE PRIMARY INVESTMENT OFFICER; PROVIDING A SAVINGS AND REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act," governs local government investment; and

WHEREAS the Public Funds Investment Act requires annual review of the investment policy for the City of Denison, Texas ("City"); and

WHEREAS the annual adoption of the City's investment policy is intended to replace and supersede all previously adopted financial policies; and

WHEREAS, the City Council had previously adopted an investment policy with substantive changes in Fiscal Years 2005, 2009, 2016 and 2018; and

WHEREAS, the City Council has reviewed the Investment Policy for Fiscal Year 2023/2024 attached hereto as **Exhibit "A"** and incorporated herein, for compliance with the Public Funds Investment Act and has determined it appropriate to adopt the investment policy as set forth; and

WHEREAS, upon consideration, the City Council finds and determines it to be in the best interests of the City to adopt **Exhibit "A"** as the City's Investment Policy.

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

Section 1. That the foregoing recitals are hereby adopted and incorporated into this Resolution.

Section 2. That the City Council has reviewed the attached Investment Policy, which contains investment strategies and policies that the Council has determined to be beneficial to the City and hereby adopts the attached Investment Policy set forth in **Exhibit "A."**

Section 3. That the Finance Director is hereby designated as the City's primary investment officer to perform the functions required by the attached policy, and the investment officer is hereby authorized to perform the functions required under the Investment Policy and Chapter 2256 of the Texas Government Code, as amended from time to time.

Section 4. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending action for violation of the repealed resolution, nor shall the repeal prevent an action from being commenced for any violation if occurring prior to the repeal of the resolution. Any remaining portions of said resolutions shall remain in full force and effect.

Section 5. That this Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this ____ day of October 2024.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT A
CITY OF DENISON INVESTMENT POLICY FOR FY 2023/2024



CITY OF DENISON, TEXAS INVESTMENT POLICY

Fiscal Year 2024*

*(Adopted 2003 with updates made in 2005, 2009, 2016 & 2018)

CITY OF DENISON, TEXAS INVESTMENT POLICY

PREFACE

It is the policy of the City of Denison (the “City”) that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City’s portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner which will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act, Chapter 2256 of the Texas Government Code, (the “Act”) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement of the Act to define, adopt and review a formal investment strategy and policy.

CITY OF DENISON INVESTMENT POLICY

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Authorized Investments	6.
Diversification	7.
Authorized Financial Dealers and Institutions	8.
Delivery versus Payment	9.
Safekeeping and Collateralization	10.
Internal Control	11.
Performance	12.
Reporting	13.
Investment Policy Adoption and Amendment	14.

Attachments:

- A. Glossary of Terms
- B. Certification of Business Organization Sample Form

INVESTMENT POLICY

1. **PURPOSE.** The purpose of this investment policy (the “Policy”) is to set forth specific investment policy and strategy guidelines for the City of Denison (the “City”) in order to achieve the goals of safety, liquidity, achieving a market rate of return, and maintaining public trust for all investment activities. The City Council of the City (the “City Council”) shall review the investment strategy and policy at least annually, and the City Council shall annually approve the Investment Policy, including any revisions.
2. **INVESTMENT STRATEGY.** The City maintains a comprehensive and proactive cash management program which is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. The basic and underlying strategy of this program is that all of the City’s funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy described is predicated on conditions as now exist and are subject to change. The investment strategy emphasizes low credit risk, diversification, and management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments, as defined in Section 6 of this Policy, reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities offering independent returns. This strategy uses local government investment pools to achieve diversification. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1. **The primary investment strategy and objectives** of the City, as specified in Section 4 of this Policy, are listed below in their order of importance:

- safety and preservation of principal,
- maintenance of sufficient liquidity to meet operating needs,
- achieve a market rate of return on the investment portfolio, and
- seek at all times to maintain public trust by adhering to the above stated objectives.

2.2. **The list of investments authorized** by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies:

2.2.1. **Strategy No. 1.** Diversifying the City's investment opportunities through the use of local government investment pools and money market mutual funds as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf of its participants in the pool and whose investment objectives in order of priority match those objectives of the City. Funds are usually available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state law. In this manner, investment pools achieve diversification. The strategy of the City calls for the use of investment pools as a primary source of diversification and supplemental source of liquidity. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Strategy No. 2.** Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow the City to capture a reasonable portion of the yield curve; and,
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Strategy No. 3.** Pursuant to the Public Funds Investment Act (Texas Government Code 2256.001 et seq.), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any contract awarded by the City Council for investment advisory services may not exceed a term of two (2) years, with an option to extend by mutual consent of both

parties. Such renewal or extension of the contract shall be made by the City Council and approved via the adoption of an ordinance or resolution of the City Council.

Duties of the Investment Advisor contracted by the City shall abide by the Prudent Expert Rule, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived. The City and/or the designated Investment Officer shall have the authority to utilize other City employees or the services of a City approved contractor to aid the Investment officer in the execution of the Officer's duties under Chapter 2256 of the Texas Government Code.

2.2.4. **Strategy No. 4.** The City will maintain portfolio(s) which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

2.2.4.1 Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by security type, maturity date and issuer. All security types, as authorized by this Policy, are considered suitable investments for the operating and pooled funds.

2.2.4.2 Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date(s). These funds have predictable payment schedules. Therefore, investment maturities shall not exceed the anticipated cash flow requirements.

2.2.4.3 Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund. Managing the Debt Service Reserve Fund's portfolio maturities to not exceed the call provisions of the bond issue will reduce the investment's market risk if the City's bonds

are called and the reserve fund liquidated. No investment maturity shall exceed the final maturity of the bond issue.

2.2.4.4 Investment strategies for special projects or capital projects funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity.

2.2.4.5 Market conditions and arbitrage regulations will influence the investment of capital project funds. When market conditions allow, achieving a positive spread to applicable arbitrage yield is the desired objective, although at no time shall the anticipated expenditure schedule be exceeded in an attempt to increase yield.

2.2.5 **Strategy No. 5 - Hold until Maturity.** The strategy of the City is to maintain sufficient liquidity in its portfolio so that it does not need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time.

2.2.6. **Strategy No. 6 - Pooling of Deposits and Investments.** All demand deposits of the City will be concentrated with one central depository. This procedure will maximize the City's ability to pool cash for investment purposes, and provide more manageable banking relationships. In addition, depositories not holding demand deposits of the City may be eligible to bid on City investments.

2.2.7. **Strategy No. 7 - Depository Bank Relationships.** This Policy shall further seek to maintain good depository bank relationships while minimizing the cost of banking services. The City will seek to maintain a depository contract which will be managed to a level that minimizes the cost of the banking relationship to the City, while allowing the City to earn an appropriate return on idle demand deposits.

2.2.8. **Strategy No. 8 - Single Pooled Fund Group.** A single strategy is specified, in accordance with the single pooled fund group as defined in this Policy. However, earnings from investments will be allocated on a pro-rata cash basis to the individual funds and used in a manner that will best service the interests of the City.

2.2.9. **Strategy No. 9 - Maximizing Investable Cash Balances.** Procedures shall be established and implemented in order to maximize investable cash by decreasing the time between the actual

collection and the deposit of receipts, and by the controlling of disbursements.

3. **SCOPE.** The Investment Policy shall govern the investment of all financial assets considered to be part of the City entity and includes the following funds or fund types: the General Fund; enterprise funds, including the Water and Sewer Utility Fund and Drainage Utility Fund; Debt Service Funds; Capital Projects Funds; Internal Service funds; Special Revenue funds; and any other funds which have been contractually delegated to the City for management purposes. The City may add or delete funds as may be required by law, or for proper accounting procedures. This Policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Additionally, bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.
4. **INVESTMENT OBJECTIVES.** Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows:
 - 4.1. **Preservation and Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities as defined in this Policy and applicable federal and state laws, by qualifying the financial institutions with which the City will transact, and by portfolio diversification. Safety is defined as the undiminished return of the principal on the City's investments.
 - 4.2. **Liquidity.** The investment portfolio shall be managed to maintain liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be structured in such a manner as will provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.2.5 above.
 - 4.3. **Market Rate-of-Return (Yield).** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner which seeks to attain a market rate of return throughout budgetary and economic cycles. The City

will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4. **Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction which might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. **INVESTMENT RESPONSIBILITY.** As provided in this policy, the daily operation and management of the City's investments are the responsibility of the following persons.

5.1 **Delegation of Authority.** The Finance Director and the City Manager are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Finance Director who shall establish written procedures for the operation of the investment program consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. All persons involved in investment activities will be referred to in this Policy as "Investment Officials." No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Finance Director. The Finance Director shall be responsible for all transactions undertaken, and shall establish a system of controls to regulate the activities of subordinate Investment Officials. The system of controls shall be designed to provide reasonable assurance that ensures the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

- (1) the cost of a control should not exceed the benefits likely to be derived; and,
- (2) the valuation of costs and benefits requires estimates and judgments by management.

The Finance Director shall be designated as the primary Investment Officer for the City and shall be responsible for investment decisions and activities under the direction of the City Manager. Commitment of financial and staffing resources in order to maximize total return through active portfolio management shall be the responsibility of the City Council.

5.2 **Prudence.** The standard of prudence to be applied by the Investment Officer shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and,

5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.3 **Due Diligence.** The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. All Investment Officials involved in investment transactions will be bonded.

5.4 **Ethical Standards and Conflicts of Interest.** All City Investment Officials having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with the depository bank or with any entity seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

5.5 **Training.** The treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officers shall attend training in compliance with Chapter 2256 of the Texas Government Code.

6. **AUTHORIZED INVESTMENTS.** As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk-credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City. The following list of authorized investments for the City intentionally excludes some investments authorized by law, and is the exclusive of the City's authorized investments until modified by action of the City Council. These restrictions are placed in order to limit possible risk and provide the maximum measure of safety to City funds.

6.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments are as follows:

6.1.1. **Obligations of the United States** or its agencies and instrumentalities, including letters of credit of the Federal Home Loan Banks, but excluding mortgage-backed securities.

6.1.2. **Direct obligations** of the State of Texas, or its agencies and instrumentalities.

6.1.3. **Other Obligations**, the principal of and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, excluding mortgage-related securities.

6.1.4. **Collateralized Certificates of Deposit.** A certificate of deposit issued by a depository institution that has its main office or a branch office in this state and is:

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;
- secured by obligations that are described by Section 2256.009(a) of the Public Funds Investment Act, including mortgage backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or
- secured in accordance with Chapter 2257 or in any other manner and amount provided by law for deposits of the City.

6.1.5. **Eligible Local Government Investment Pools.** Public funds investment pools which invest in instruments and follow practices allowed by the current law as defined in Section 2256.016 of the Texas Government Code, provided that:

- the investment pool has been authorized by the City Council by ordinance or resolution;
- the pool shall have furnished the Investment Officer an offering circular containing the information required by Section 2256.016(b) of the Texas Government Code, as amended from time to time;
- the pool shall furnish the Investment Officer investment transaction confirmations with respect to all investments made with it;
- the pool shall furnish to the Investment Officer monthly reports containing the information required under Section 2256.016(c)(2) of the Texas Government Code;
- the pool is continuously rated no lower than “AAA” or “AAA-m” or an equivalent rating by at least one nationally recognized rating service;
- the pool marks its portfolio to market daily;
- the pool’s investment objectives shall be to maintain a stable net asset value of one dollar (\$1.00), when rounded and expressed to two decimal places;
- the pool ensures that when the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, the pool takes action to eliminate or reduce to the extent reasonably practicable any dilution or unfair result to existing participants, including a sale of portfolio holdings to attempt to maintain the ratio between 0.995 and 1.005; and
- the pool’s investment philosophy and strategy are consistent with this Policy.

The City will take all prudent measures consistent with this Policy to liquidate an investment that does not maintain the minimum rating required by this Policy.

6.1.6. **Repurchase Agreements, Reverse Security Repurchase Agreements, Bankers’ Acceptances; Commercial Paper.** These investments are authorized for the City to the extent that they are contained in the portfolios of approved public funds investment pools in which the City invests. Only fully collateralized direct repurchase agreements with the City’s Bank Depository are authorized City investments. The repurchase agreement is authorized only if it (1) has a defined termination date; (2) is secured by a combination of cash and obligations as described by Section 2256.009(a)(1) of the

Texas Government Code, as amended; (3) requires the securities being purchased or the cash held to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas.

Notwithstanding any other law, the term of any Reverse Security Repurchase Agreement shall not exceed ninety (90) days after the date the Reverse Security Repurchase Agreement is delivered. Money received under the terms of a Reverse Security Repurchase Agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the Reverse Security Repurchase Agreement.

Section 1371.059(c) of the Texas Government Code applies to the execution of a repurchase agreement by the City.

6.1.7. Regulated No-Load Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- complies with Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.

The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

6.1.8. Interest-Bearing Banking Deposits. These investments are authorized for the City to the extent that they are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund. Other interest-bearing banking deposits other than those described above are authorized, under the following conditions:

- the funds invested in the banking deposits are invested through:
 - (i) a broker with a main office or branch office in this state that the City selects from a list the City Council or designated investment committee of the City adopts; or
 - (ii) a depository institution with a main office or branch office in this state that the City selects;
- the broker or depository institution selected above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City's account;
- the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
- the City appoints as the City's custodian of the banking deposits issued for the City's account:
 - (i) the depository institution selected by the City Council;
 - (ii) a custodian pursuant to the Public Funds Collateral Act; or
 - (iii) a clearing broker dealer registered with the Securities and Exchange Commission.

6.2 **Investment Instruments NOT Authorized.** State law specifically prohibits investment in the following securities:

- 6.2.1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- 6.2.2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- 6.2.3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
- 6.2.4. Collateralized mortgage obligations, the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

7. **DIVERSIFICATION.** Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. With the exception of fully collateralized Certificates of Deposit, U. S. Government

Securities, and authorized local government investment pools (as authorized in this Policy), no more than fifty percent (50%) of the total investment portfolio will be invested in any one security type or with a single financial institution. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument.

- 7.1 **Diversification by Maturities.** The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than three (3) years from the date of purchase. However, the above described obligations, certificates, or agreements may be collateralized using longer date instruments. The City shall diversify the use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, shall comprise one pooled fund group, and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio shall be less than three hundred sixty-five (365) days. Investment maturities for debt service interest and sinking funds and/or other types of reserve funds, whose use is never anticipated, may not exceed three (3) years.

- 7.2 **Diversification by Investment Instrument.** Diversification by investment instrument shall not exceed the following guidelines for each type of instrument:

	Percentage of Portfolio (Maximum)
U.S. Treasury Obligations	100%
U.S. Government Agency Securities and Instrumentalities of Government-Sponsored Corporations	80%
Authorized Local Government Investment Pools	100%
Fully Collateralized Certificates of Deposit	100%
Fully Collateralized Repurchase Agreements	25%
SEC-Regulated No-Load Money Market Mutual Funds	50%

8. **AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS.** Financial institutions (federally insured banks) with and through whom the City invests shall be state or national banks that have their main office or a branch office in this state. No public deposit shall be made except in a qualified public depository as established by state laws. Broker/dealers authorized to provide investment services to the City may include only those authorized by the City Council. All banking services will be governed by a depository contract awarded by the City Council. In addition, the Finance Director shall maintain a list of authorized security brokers/dealers, and investment pools that are authorized by the City Council.

8.1 All financial institutions with whom the City does business must supply the following as appropriate: (1) audited financial statements; (2) proof of National Association of Securities Dealers (NASD) certification; (3) proof of state registration; (4) completed broker/dealer questionnaire; (5) certification of having read the City's investment policy signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization.

8.2 **Annual Review of Bidders Financial Conditions.** An annual review of the financial condition and registration of qualified bidders will be conducted by the Finance Director. The review may include, but is not limited to, review of rating agency reports, review of call reports, and analyses of management, profitability, capitalization, and asset quality. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the Investment Officer. Upon completion of the annual review by the Finance Director, the financial institutions and brokers/dealers desiring to conduct business with the City shall be approved by the City Council.

8.3 **Selection Criteria** for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC; (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America; and (3) the financial institution must be located within the corporate boundaries of the City. Depositories located outside the City limits, but within the county, may be eligible to bid on investments, provided the financial institution maintains a place of business within the State of Texas and offers within the State the services required by the depository services contract; and the City Council, has adopted a written policy expressly permitting the consideration of applications received by the City from a financial institution that is not doing business within the City, after taking into consideration what is in the best interest of the City in establishing a depository.

8.4 **Monitoring Investments.** The Investment Officer of the City is responsible for monitoring the investments made by a financial institution and/or broker/dealer to determine that they are in compliance with the provisions of the Investment Policy.

9. **DELIVERY VERSUS PAYMENT.** It is the policy of the City that all security transactions entered into with the City shall be conducted on a “**DELIVERY VERSUS PAYMENT**” (DVP) basis through the Federal Reserve System. By doing this, City funds are not released until the City has received, through the Federal Reserve wire, the securities purchased. The City shall authorize the release of funds only after receiving notification from the safekeeping bank that a purchased security has been received in the safekeeping account of the City. The notification may be oral, but shall be confirmed in writing.

10. **SAFEKEEPING AND COLLATERALIZATION**

10.1 **Safekeeping.** All securities owned by the City shall be held by its safekeeping agent, except the collateral for bank deposits. The collateral for bank deposits will be held in the City's name in a Federal Reserve Bank account, a Federal Home Loan Bank account or a third-party bank, at the City's discretion. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned by the City as part of its investment portfolio or held as collateral to secure time deposits.

10.2 **Collateralization.** Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all City funds on deposit with a depository bank. The market value of the investments securing the deposit of funds shall be at least equal to the amount of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held in the City's name in a segregated account at the Federal Reserve Bank or by an independent third party with whom the City has a current custodial agreement. The agreement is to specify the acceptable investment securities as collateral, including provisions relating to possession of the collateral, the substitution or release of investment securities, ownership of securities, and the method of valuation of securities. The safekeeping agreement must clearly state that the safekeeping bank is instructed to release purchased and collateral securities to the City in the event the City has determined that the depository bank has failed to pay on any matured investments in certificates of deposit, or has determined that the funds of the City are in jeopardy for whatever reason, including involuntary closure or change of ownership. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. Any collateral with a maturity over five

(5) years must be approved by the Investment Officer before the transaction is initiated. Release of collateral or substitution of securities must be approved in writing by the Investment Officer.

10.2.1 The City may accept the following securities as collateral for bank deposits (V.T.C.A., Government Code, Section 2256.001, et. seq., formerly Article 842a-2, Section 2, V.T.C.S., as amended);

- FDIC coverage;
- U.S. Government securities;
- State of Texas bonds;
- Bonds issued by other Texas governmental entities (City, County, school district, or special districts) with a remaining maturity of twenty (20) years or less. Bonds must be (and must remain) investment quality: that is, with a rating of at least "A" or its equivalent;
- Surety Bond that meets the requirements of the Public Funds Investment Act; or a
- Federal Home Loan Bank Letters of Credit as defined by Chapter 116, Subchapter C of the Local Government Code and by Chapter 726, Acts of the 67th Legislature, Regular Session, 1981 (Article 2529b-1, Vernon's Texas Civil Statutes).

10.2.2 For certificates of deposit and other evidences of deposit, collateral shall be at 102% of market or par, whichever is lower. The market value of collateral will always equal or exceed the principal plus accrued interest of deposits at financial institutions.

10.2.3 Financial institutions with whom the City invests or maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable. The City and the financial institution shall jointly assume the responsibility for ensuring that the collateral is sufficient.

10.2.4 **Collateralized Deposits.** Consistent with the requirements of State law, the City requires all bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as City depositories will be required to sign a "Depository Agreement" with the City and the City's safekeeping agent. The collateralized deposit portion of the Agreement shall

define the City's rights to the collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and,
- the Agreement must be part of the Depository's "official record" continuously since its execution.

11. **INTERNAL CONTROL.** The Investment Officer shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.
12. **PERFORMANCE.** The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and cash flow requirements of the City. The benchmark for performance that is appropriate for the City's cash flow cycle will be the "asked" rate on the U. S. Treasury Bill closest to the maturity date of the investment purchased.
13. **REPORTING.** The Finance Director shall submit a signed quarterly investment report that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

13.1 **Annual Report.** Within sixty (60) days of the end of the fiscal year, Finance Director shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Council. The reports prepared by the Finance Director shall be formally reviewed at least annually by an independent auditor and the result of the review shall be reported to the City Council by that auditor.

13.2 Methods. The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. The report shall describe in detail the investment position of the City on the date of the report, shall be prepared jointly by all investment officers for the City, and shall be signed by each investment officer of the City. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Council. The report will include the following:

13.2.1 A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired;

13.2.2. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the broker/dealer from which the security was purchased;

13.3.3 Additions and changes to the market value during the period;

13.3.4 Fully accrued interest for the reporting period;

13.3.5 Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;

13.3.6 Listing of investments by maturity date;

13.3.7 The percentage of the total portfolio which each type of investment represents;

13.3.8 Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council;

13.3.9 Contain a summary statement of each pooled group fund that states the (1) beginning market value for the reporting period; (2) ending market value for the reporting period; and (3) fully accrued interest for the reporting period;

13.3.10 State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

13.3.11 State the maturity date of each separately invested asset that has a maturity date;

13.3.12 State the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and

13.3.13 State the compliance of the investment portfolio of the City as it relates to (1) the investment strategy expressed in the City's investment policy; and (2) relevant provisions of Chapter 2256 of the Texas Government Code.

14. **INVESTMENT POLICY ADOPTION AND AMENDMENT.** The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be approved by the City Council, and shall be adopted by a formal resolution of the City Council.

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Attachment A
INVESTMENT POLICY

GLOSSARY OF TERMS

The Investment Policy contains specialized and technical terminology that is unique to cash management and investment activities. The following glossary of terms is provided to assist in understanding these terms.

Affinity. Related through marriage.

Agencies. See United States Agency Securities.

Bankers' Acceptances. A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer. When discounted and sold in the secondary market, bankers' acceptances become a short-term investment alternative.

Book Value. The cost of a security as recorded in the accounting records. For purposes of evaluating a sale of a security, it is a function of the original cost, the amortization of premium or discount, and the accrued interest. Specifically, it is the face value of the security, plus the accrued interest, plus any unamortized premium (or minus any unamortized discount). Book value is often compared to market value, which is defined below.

Broker. A person or company that, for a fee or commission, brings buyers and sellers of securities together.

Certificate of Deposit. A time deposit with a specific maturity evidenced by a certificate.

Collateral. In general, assets which one party pledges as a guarantee of performance. Specifically, securities pledged by a bank to secure deposits of public monies. In the event of bank failure, the securities become the property of the public entity.

Collateralized Mortgage Obligations (CMO's). Securities based on a pool of home mortgages.

Commercial Paper. An unsecured promissory note issued primarily by corporations for a specific amount and maturing on a specific day. The maximum maturity for commercial paper is 270 days, but most frequently maturities do not exceed 30 days. Almost all commercial paper is rated by a rating service.

Consanguinity. Related by blood.

Coupon. The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. Also, a certificate attached to a bond indicating interest due on a payment date.

Credit Risk. The uncertainty that the principal amount of an investment will be returned without loss of value to the default of the borrower.

CUSIP. A unique security identification number assigned to securities maintained and transferred on the Federal Reserve book-entry system.

Dealer. A person or company that endeavors to profit from buying and selling investments for its own account.

Delivery Versus Payment (DVP). A method of delivering securities that requires the simultaneous exchange of the security and the payment. It provides a safeguard against paying for securities before they are received.

Demand Deposits. Deposits at a financial institution that are available to the depositor upon the depositor's demand.

Depository Bank. The primary bank. The relationship with the depository bank is governed by state law and by a depository contract.

Discount. The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale is also considered to be at a discount.

Discount Securities. Non-interest bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, e.g., U. S. Treasury Bills.

Diversification. The strategy of dividing investments among a variety of securities offering independent risks and yields. Diversification lessens the likelihood of losing the entire portfolio of investments and averages yields among the investment alternatives.

Federal Deposit Insurance Corporation (FDIC). A federal agency that insures bank deposits.

Federal Funds Rate. The rate of interest at which Federal funds are traded. This rate is currently set by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB). Created in 1932, this system consists of 12 regional banks, which are owned by private member institutions and regulated by the Federal Housing Finance Board. Functioning as a credit reserve system, it facilitates extension of credit through its owner members. Federal Home Loan Bank issues are joint and several obligations of the 12 Federal Home Loan Banks.

Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac). A stockholder-owned corporation that provides a continuous flow of funds to mortgage lenders, primarily through developing and maintaining an active nationwide market in conventional mortgages.

Federal National Mortgage Association (FNMA or Fannie Mae). FNMA, a federal corporation, is the largest single provider of residential mortgage funds in the United States. It is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted.

Hold Until Maturity. This investment strategy is intended to avoid interest rate risk by maintaining ownership of an investment until it matures. At maturity, the face value of the security is received, but in some cases where a security is sold before maturity, less than the face value and the book value is received. Please see Interest Rate Risk defined below.

Interest-Bearing Banking Deposits. Interest-bearing deposits at a financial institution that are available to the depositor upon the depositor's demand, includes but is not limited to money market deposit accounts.

Interest Rate Risk. The uncertainty of the return of principal on fixed rate securities that are sold prior to maturity. When interest rates rise, the market value of fixed rate securities decreases.

Internal Control. Policies and procedures that are established to provide reasonable assurance that specific government objectives are achieved and that assets are safeguarded.

Investment. The purchase of securities which, upon analysis, promise safety of principal and a satisfactory return. These factors distinguish investment from speculation.

Investment Objective. The aim, goal or desired end of action of the investment activity.

Investment Pool. An entity created to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are safety, liquidity, and yield. (Sometimes called Local Government Investment Pool.)

Investment Strategy. The overall plan or method proscribed to achieve the investment objectives.

Laddered Maturity. An investment strategy whereby investments are purchased to mature at regular intervals.

Liquidity. The measure of an investment's ability to be converted quickly and easily into cash without a substantial loss of value.

Local Government Investment Pool. See **Investment Pool**.

Market Rate of Return. A general term referring to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days would hope to earn approximately the same as a three-month agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.

Market Risk. The uncertainty of the value of a financial portfolio arising from changes in the market conditions of investment securities.

Market Value. The current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

Maturity. The date upon which the principal or stated value of an investment becomes due and payable.

Money Market Deposit Accounts. An interest-bearing account at an eligible financial institution that typically pays a higher interest rate than a savings account, and which provides the account holder with limited withdrawing ability.

Money Market Mutual Fund. A mutual fund that purchases short-term debt instruments, such as Treasury Bills, commercial paper, and bankers' acceptances, and which strives to maintain a stable net asset value of \$1.00.

Mutual Fund. Investment companies that sell shares to investors, offering investors diversification and professional portfolio management. Prices generally fluctuate with the performance of the fund.

Net Asset Value. The ratio of the market value of the portfolio divided by the book value of the portfolio.

Par. The value of a security as expressed on its face (face value) without consideration of a discount or premium.

Pledge. The grant of a collateral interest in investment securities by the depository bank as assurance of the safety of deposits.

Pooled Fund Group. The combination of various accounts and funds in a single, internally-created investing entity.

Portfolio. The collection of securities held by an investor.

Principal. The capital sum of an investment, as distinguished from interest.

Premium. The difference between the cost price and the face value at maturity in cases where the cost price is higher than the face value.

Rate-of-Return. See **Yield**.

Repurchase Agreement (REPO). An investment arrangement in which the holder of a security sells that security to an investor with an agreement to repurchase the security at a fixed price and on a fixed date, or as used in Section 6 of the policy, “repurchase agreement” means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)(1) of the Texas Government Code, as amended, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

Reverse Security Repurchase Agreement or Reverse Repurchase Agreement. An investment arrangement by which a security is sold to a third party, such as a bank or broker/dealer, in return for cash with the agreement to repurchase the instrument from the third party at a fixed price and on a fixed date. The cash is then used to purchase additional investments. This type of investment is prohibited in the portfolio, except to the extent used by local government investment pools as authorized in the Policy. See also definition of Repurchase Agreement for the purpose of Section 6 of this Policy.

Safekeeping. An arrangement whereby a bank holds securities and other valuables for protection in exchange for a fee.

Safety. The assurance of the undiminished return of the principal of investments and deposits.

Secondary Market. A market for the purchase and sales of outstanding securities following their initial distribution.

SEC Rule 15C3-1 (Uniform Net Capital Rule). Security and Exchange Commission requirement that member firms and nonmember broker/dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1.

Security. A financial instrument that signifies an ownership interest, the right to an ownership interest, or creditor status.

Security Risks. The uncertainty of the value of a security dependent on its particular qualities.

Time Deposits. Deposits at the depository bank that are not due and payable until a specific date.

United States Agency Securities. Debt instruments issued by an executive department, an independent federal establishment, or a corporation or other entity established by Congress which is owned in whole or in part by the United States of America.

United States Treasury Securities. Debt instruments issued by the Treasury of the United States. **Treasury Bills** are issued for short-term borrowings (less than one year); **Treasury Notes** are issued for mid-term borrowings (two - ten years); **Treasury Bonds** are issued for long-term borrowings (over ten years).

Yield. The rate of annual income return on an investment, expressed as a percentage.

**Attachment B
INVESTMENT POLICY**

[SAMPLE]

**TEXAS PUBLIC FUNDS INVESTMENT ACT
CERTIFICATION BY BUSINESS ORGANIZATION**

This certification is executed on behalf of the City of Denison, Texas (the "City") and _____ (the "Business Organization"), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code (the "Act") in connection with investment transactions conducted between the City and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Qualified Representative of the Business Organization offering to enter an investment transaction with the Investor as such terms are used in the Act; and
2. The Qualified Representative of the Business Organization has received and reviewed the Investment Policy furnished by the City; and
3. The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the City that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of Business Organization:

Firm: _____

Signature _____

Printed
Name: _____

Title: _____

Date: _____

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on a Professional Services Authorization with Teague Nall Perkins, or TNP, for right-of-way services for the Duck Creek Interceptor Phases 2 and 3 in an amount not to exceed \$82,995, and authorize the Interim City Manager to execute the same.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@cityofdenison.com

903-647-3335

Summary

- The engineering plans for Phase 2 and 3 of the Duck Creek Interceptor replacement project are nearing finalization.
- The project will replace the existing 21" and 15" sewer interceptor from east of Highway 75 to Pecan Gap Road with 42", 30", and 24" fiberglass reinforced pipe.
- This agreement will authorize Teague Nall Perkins, or TNP, to complete title reports, contact property owners, and work with staff to conduct negotiations on behalf of the City for additional easements necessary.

Staff Recommendation

Staff recommends approval of the authorization.

Recommended Motion

"I move to approve the Professional Services Authorization with Teague Nall Perkins, or TNP, for right-of-way services for the Duck Creek Interceptor Phases 2 and 3 in an amount not to exceed \$82,995 and authorize the Interim City Manager to execute the same."

Background Information and Analysis

The plans for Phase 2 and 3 of the Duck Creek Interceptor replacement project are nearing finalization. The project will replace the existing 21" and 15" sewer interceptor from east of Highway 75 to Pecan Gap Road with 42", 30", and 24" fiberglass reinforced pipe. The line is at or near capacity in several areas, with modeling predicting surcharging and SSOs with anticipated growth. The Northwest Denison Development 36" sewer interceptor that will serve Preston Harbor will connect to Phase 3 of the Duck Creek interceptor. Additional capacity is being added to the line for current development as well as anticipated growth. The new line will parallel the old line, which will be grouted and abandoned in place per TCEQ requirements. This agreement will authorize Teague Nall Perkins, or TNP, to complete title reports, contact property owners, and work with staff to conduct negotiations on behalf of the City for additional easements necessary and has been included in the project budget.

Financial Considerations

This service has been budgeted for in the Utility Capital Improvements Plan, or CIP.

Prior Board or Council Action

None.

Alternatives

Council may modify, deny, or table the item.



AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME: Duck Creek Emergency Sewer Project

CLIENT: City of Denison

ADDRESS: 300 W. Main Street
Denison, TX 75020

City of Denison (the CLIENT) hereby requests and authorizes Teague Nall and Perkins, Inc., (the PROVIDER) to perform the following services:

Article I

SCOPE: Provide Title and Closing and Negotiations Services for easement needs along the corridor for the Duck Creek Emergency Sewer Project.

A detailed scope of services is included as Attachment 'A' and is made a part hereto.

Article II

COMPENSATION to be on a basis of the following:

The CLIENT agrees to pay the PROVIDER fees in accordance with the table below. Fixed Fee items include a total fee for all labor and expense effort required to complete the associated scope of services items and shall not be exceeded without prior written authorization from the CLIENT.

Title and Closing Services (fixed fee):	\$ 14,500.00
Negotiations Services (fixed fee):	\$ 56,000.00
Direct Cost Reimbursement:	\$ 1,995.00

The total fee is not to exceed \$82,995 without prior permission by CLIENT.

- A. Title and Closing Services: PROVIDER shall be compensated on a fixed fee per unit basis. Current scope includes 21 units @ \$1,000/unit.
- B. Negotiation Services: PROVIDER shall be compensated on a fixed fee per unit basis. Current scope includes 14 units @ \$4,000/unit.
- C. Direct Cost Reimbursement: Up to \$1,995 for reimbursement of direct mileage, postage, or other direct costs associated with the project.
- D. Additional Services: Any service provided by the PROVIDER which is not specifically

described in the scope of work for this contract as defined above or delineated in an attachment shall be considered additional services. Additional services shall include, but shall not be limited to:

- 1.) Addition of parcels requiring title, caused by change in design, parcel splits, or other changes. Additional parcels will be added to the project scope at \$1,000 per parcel.
- 2.) Addition of parcels for negotiating permanent or temporary interests as needed. Additional parcels will be added to the project scope at \$4,000 per parcel.

- C. Payment Terms: CLIENT shall be billed monthly for services rendered and pay promptly upon receipt of invoice. Delays of transmitting payments to PROVIDER more than 30 days from invoice date may result in cessation of services until payment is received.

Article III

SCHEDULE: The proposed services shall begin within 3 working days of authorization to proceed.

Article IV

CONTRACT PROVISIONS: Contract provisions are attached hereto and made a part hereof.

Please execute and return a signed copy for our files. Receipt of an executed copy of this contract will serve as notice to proceed. No work shall commence on the project until PROVIDER receives an executed copy of this contract. By signing below, the signer warrants that he or she is authorized to execute binding contracts for the CLIENT.

Approved by CLIENT:

City of Denison

Accepted by PROVIDER:

Teague Nall and Perkins, Inc.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

PROVISIONS

1. AUTHORIZATION TO PROCEED

Signing this agreement shall be construed as authorization by CLIENT for TNP, Inc. to proceed with the work, unless otherwise provided for in this agreement.

2. LABOR COSTS

TNP, Inc.'s Labor Costs shall be the amount of salaries paid TNP, Inc.'s employees for work performed on CLIENTS Project plus a stipulated percentage of such salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. DIRECT EXPENSES

TNP, Inc.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TNP, Inc.'s current rate when its, or its employee's, automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TNP, Inc.

4. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TNP, Inc.'s administrative costs, as provided herein.

5. OPINION OF PROBABLE COST

In providing opinions of probable cost, the CLIENT understands that TNP, Inc. has no control over costs or the price of labor, equipment, or materials, or over the Contractor's method of pricing, and that the opinions of probable cost provided to CLIENT are to be made on the basis of the design professional's qualifications and experience. TNP, Inc. makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

6. PROFESSIONAL STANDARDS

TNP, Inc. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the State of Texas, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. TNP, Inc. makes no other warranty, expressed or implied.

7. TERMINATION

Either CLIENT or TNP, Inc. may terminate this authorization by giving 10 days written notice to the other party. In such event CLIENT shall forthwith pay TNP, Inc. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. MEDIATION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation unless the parties mutually agree otherwise.

The CLIENT and the ENGINEER further agree to include a similar mediation provision in all agreements with independent contractors and PROVIDERS retained for the project and to require all independent contractors and PROVIDERS retained also to include a similar mediation provision in all agreements with subcontractors, subPROVIDERS, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

9. LEGAL EXPENSES

In the event legal action is brought by CLIENT or TNP, Inc. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

10. PAYMENT TO TNP, INC.

Monthly invoices will be issued by TNP, Inc. for all work performed under the terms of this agreement. Invoices are due and payable on receipt. If payment is not received within 30 days of invoice date, all work on CLIENT's project shall cease and all work products and documents shall be withheld until payment is received by TNP. Time shall be added to the project schedule for any work stoppages resulting from CLIENT's failure to render payment within 30 days of invoice date. Interest at the rate of 1 1/2% per month will be charged on all past-due amounts, unless not permitted by law, in which case, interest will be charged at the highest amount permitted by law.

11. LIMITATION OF LIABILITY

TNP, Inc.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

12. ADDITIONAL SERVICES

Services not specified as Basic Services in Scope and Attachment 'A' will be provided by TNP, Inc. as Additional Services when required. The CLIENT agrees upon execution of this contract that no additional authorization is required. Additional services will be paid for by CLIENT as indicated in Article II, Compensation.

13. SALES TAX

In accordance with the State Sales Tax Codes, certain surveying services are taxable. Applicable sales tax is not included in the fee set forth and will be added on and collected when required by state law. Sales tax at the applicable rate will be indicated on invoice statements.

14. SURVEYING SERVICES

In accordance with the Professional Land Surveying Practices Act of 1989, the CLIENT is informed that any complaints about surveying services may be forwarded to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC-230, Austin, Texas 78753, (512) 239-5263.

15. LANDSCAPE ARCHITECT SERVICES

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The CLIENT is informed that any complaints about landscape architecture services be forwarded to the Texas Board of Architectural Examiners, Hobby Building: 333 Guadalupe, Suite 2-350, Austin, Texas 78701, Telephone (512) 305-9000, Fax (512) 305-8900.

16. INVALIDITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

17. PROJECT SITE SAFETY

TNP, Inc. has no duty or responsibility for project site safety.

18. CONSTRUCTION MEANS AND METHODS AND JOBSITE SAFETY

Means and methods of construction and jobsite safety are the sole responsibility of the contractor.

ATTACHMENT 'A'
RIGHT OF WAY
ITEMIZED SCOPE OF SERVICES

1. Title and Closing Services

- a. Secure preliminary Title Commitment and 5-year sales data from Title Company that will provide title insurance.
- b. Review Title Commitments for accuracy and completeness.
- c. Provide the Title Commitments to CLIENT and copies of any existing easements or encumbrances to CLIENT per Title Commitments.
- d. In the event of unclear ownership or deceased owners on any parcel, PROVIDER will review title and provide to CLIENT a summary of the work which will be required to obtain clear title to any potential easements over the affected parcel.
- e. The curative services necessary to provide clear title to the CLIENT are the responsibility of the PROVIDER.
- f. PROVIDER provides closing services in conjunction with the Title Company.
- g. Any fee related to obtaining legal documents, certified court documents, and fees for recording the same, which are not collected at the closing of the parcel, shall be direct pass-through fees at the exact cost.
- h. PROVIDER shall cause the recordation of all instruments conveying property to the CLIENT. The cost of recording fees and filing fees are paid by the CLIENT and are not included in the PROVIDER's negotiated fee schedule.

2. Negotiation Services

- a. Analyze preliminary title commitment to determine potential title curative issues.
- b. Prepare the initial donation letter, instruments of conveyance, and any other documents required or requested by the CLIENT on CLIENT-approved forms.
- c. Send the initial donation offer, title report if applicable, and required brochures to each property owner or the property owner's designated representative through First Class Mail. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

- d. If the property owner does not accept the donation offer, prepare and send a compensation offer via Certified Mail (CMRRR) based on CAD unit values.
- e. Make four (4) diligent attempts to contact each property owner, after which the property owner will be considered non-responsive, and negotiations will be considered exhausted.
- f. Prepare and maintain a negotiator's report for each parcel.
- g. Receive any counteroffers from the property owner. Evaluate all counters and submit to and discuss them with the CLIENT's Project Manager.
- h. Facilitate the execution of conveyance documents and assist in scheduling closing as needed. Submit executed conveyance documents and preliminary closing statement (permanent acquisitions only) as a Payment Request to CLIENT.
- i. If the parcel requires only temporary easements, PROVIDER will facilitate the execution of conveyance documents and will electronically record them with Grayson County.
- j. At the conclusion of the project, PROVIDER will submit parcel records to CLIENT for each parcel in the form of electronic closeout files.

City Council Meeting Staff Report



October 2, 2023
Regular Council Meeting

Agenda Item

Receive a report, hold a discussion, and take action on approval of a parking lot asphalt paving bid proposal purchase in the amount of \$112,065.00 from Area Wide Paving, LLC and authorize the Interim City Manager to execute any associated documents.

Staff Contact

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

Summary

- Area Wide Paving will provide asphalt paving services at three various parking lot locations in the City under a TIPS interlocal purchasing agreement contract # 23010402.
- The asphalt paving services will include vegetation and debris removal, excavation and base rock installation, and the installation of 2" of hot mix asphalt.
- Total square footage included in the proposal for parking lot asphalt paving services is 41,080 and the three locations to be paved are the currently vacant lots located at 111 W Main St. and 110 W Woodard St. and the Denison Animal Welfare Group (DAWG) lot located at 3307 S Eisenhower Parkway.

Staff Recommendation

Staff recommends approval of this purchase.

Recommended Motion

"I move to approve the purchase of parking lot asphalt paving services in the amount of \$112,065.00 from Area Wide Paving, LLC and authorize the Interim City Manager to execute any associated documents."

Background Information and Analysis

Public Works staff were directed to gather proposals to pave two vacant lots adjacent to the Katy Depot and the City Police Department building to provide additional public parking space for residents and businesses in the area. Staff was also asked to assist in much needed improvements to the parking area at the Denison Animal Welfare Group (DAWG) facility as the amount of parking spaces available is not sufficient and the configuration of the parking area is not ideal for the staff and public. Staff reached out to multiple paving contractors and have selected the bid from Area Wide Paving for presentation to Council for approval. All three parking lot locations will be cleared and prepped for paving, as necessary, and the parking lot at the DAWG facility will receive some modification in layout to improve accessibility for the public and functionality for staff.

Financial Considerations

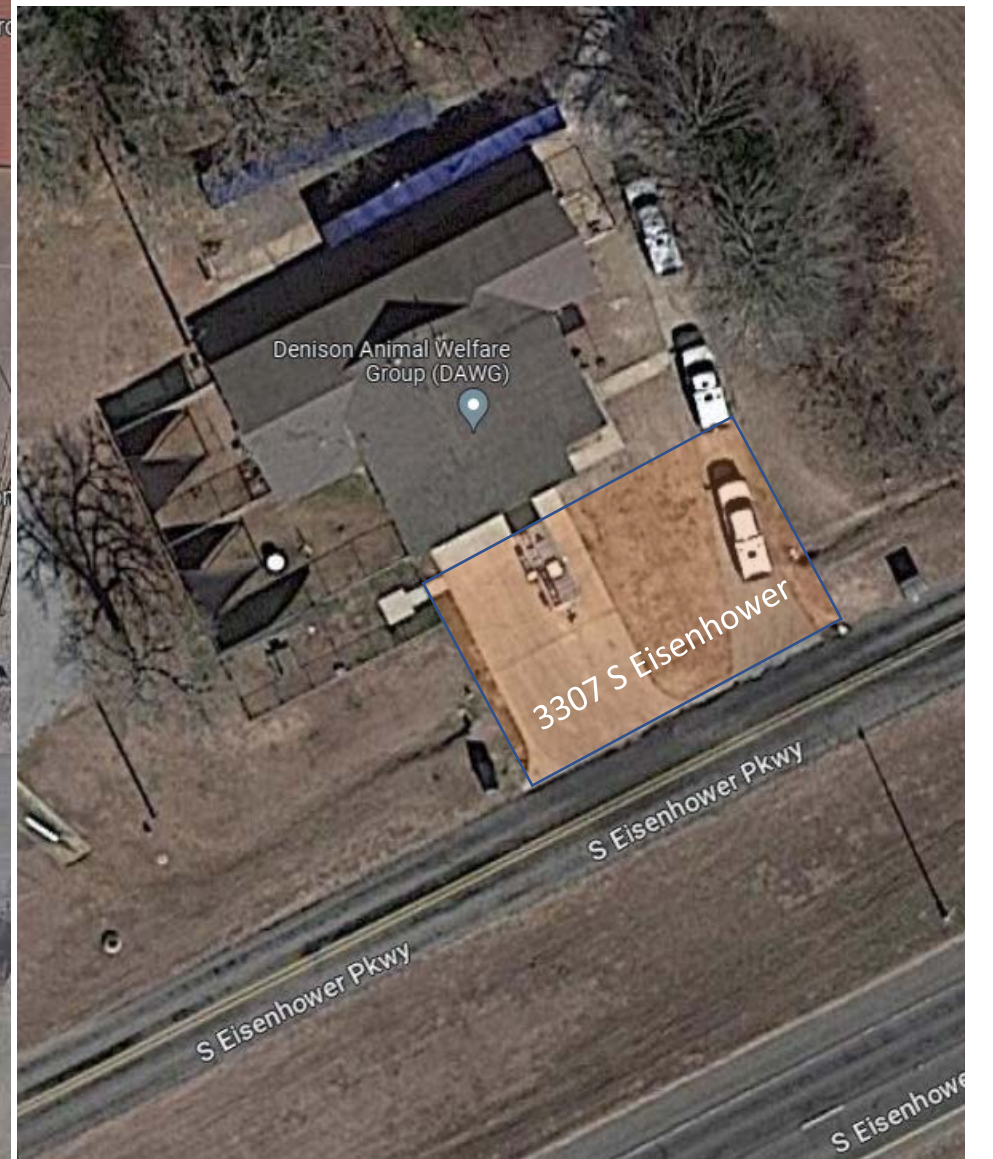
Funds previously allocated in Street Improvement Fund 15 for the Crawford St. design will be used for this purchase as the funds allocated for the Crawford St. design are not sufficient to begin the design effort.

Prior Board or Council Action

None.

Alternatives

Council may choose to reject this purchase and direct staff to seek alternatives.



723 CR 2301 * SULPHUR SPRINGS, TX 75482 * 903-885-6388 * paul@areawidepaving.com

Job Site: _____

TYPE OF WORK		PRICE
South Parking Lot 18960 sq. ft.		
North Parking Lot 16200 sq. ft.		
DAWG building lot 5920 sq. ft.		
1. remove vegetation from work area		
2. 2600 sq. ft. area on DAWG lot need to dug out 6" and 6" of new base rock installed		
3. clean of all loose debris		
4. grade, water, and compact base to desired shape and des		
5. use tack oil where needed		
6. install 2" layer of new hot mix asphalt		
SUBTOTAL		\$ 112,065.00
SALES TAX		
Not Responsible for Cracks TOTAL		\$ 112,065.00

City Council Meeting Staff Report



Agenda Item

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

Staff Contact

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

Summary

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

Staff Recommendation

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

Recommended Motion

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

Background Information and Analysis

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

Financial Considerations

None.

Prior Board or Council Action

The Comprehensive Fee Schedule is updated and approved annually prior to the new budget year.

Alternatives

Council may modify, deny or table the item.

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

Section 4: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a

prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 5: Effective Date. This Ordinance, and the fees established in the Comprehensive Fee Schedule hereby adopted, shall become effective on October 1, 2023.

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

AND IT IS SO ORDERED.

On motion by Council Member _____, seconded by Council Member _____, the above and foregoing Ordinance was passed and approved on this the 18th day of September 2023, by the following vote:

Ayes:

Nays:

Abstentions:

Absent:

At regular meeting, September 18, 2023.

JANET GOTT, Mayor

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT “1”

Comprehensive Fee Schedule

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Draft



ANIMAL CONTROL

AMOUNT

A. Registration Fees

Dangerous Dog (Jan 1 - Dec 31) \$ 100.00

B. Credit Card Convenience Fee

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

Draft



BUILDING INSPECTIONS

AMOUNT	PER UNIT
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A. New Single-Family Fees (including duplexes)

For any size home:

\$0.65 per square foot
Minimum of \$750.00

- 1) A non-refundable plan review deposit of one hundred dollars (\$100.00) is due at time of plan submittal. The plan review deposit will be applied toward the cost of the building permit only if the building permit fee is paid within 6 months of the date the plan was submitted for review.
- 2) The fee for mechanical, electrical and plumbing permits issued in conjunction with the permit above is: \$ 25.00 each

B. New Multi-Family Fees (3 attached units or more)

\$ 300.00 per unit

- 1) A non-refundable plan review deposit equal to 35% of the permit fee is due at time of plan submittal. The plan review deposit will be applied toward the cost of the building permit only if the building permit fee is paid within 6 months of the date the plan was submitted for review.
- 2) The fee for mechanical, electrical and plumbing permits issue in conjunction with the permit above is: \$ 25.00 each

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

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

- 1) A non-refundable plan review deposit equal to 35% of the building permit fee is due at time of plan submittal. The plan review deposit will be applied toward the cost of the building permit only if the building permit fee is paid within 6 months of the date the plan was submitted for review.
- 2) Valuation will be based on the larger value of either:
 - a. The valuation claimed by the applicant
 - b. Eighty-Five percent of the valuation calculated using the most recently published Valuation



BUILDING INSPECTIONS

AMOUNT

PER UNIT

Data Table by the International Code Council.

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

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

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

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

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

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

E. Miscellaneous Fees

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

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



BUILDING INSPECTIONS

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

F. Registration Fees

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

Contractor registration (unless exempt by law)	\$ 50.00
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G. Inspection Fees

Fees for the associated inspection activities are as follows:

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

H. Sign Fees

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

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

2) Off-Premise Signs

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



BUILDING INSPECTIONS

	AMOUNT	PER UNIT
3) Annual Permit Fees for Off-Premise Signs		
100 sq ft or less - single sided	\$ 75.00	
100 sq ft or less - double sided	\$ 150.00	
101 sq ft to 300 sq ft - single sided	\$ 100.00	
101 sq ft to 300 sq ft - double sided	\$ 200.00	
301 sq ft and larger - single sided	\$ 125.00	
301 sq ft and larger - double sided	\$ 250.00	
4) Temporary Sign Permits		
30 day permit	\$ 25.00	4 permits per year
I. Variance or Appeal Fees for the Building Appeals Board		
All variance requests, waivers or appeals	\$ 150.00	
J. Credit Card Convenience Fee		
Fee applied to all credit/debit card payments	3% of transaction amount	



FAIRVIEW CEMETERY

AMOUNT

A. Lot Prices

Individual	\$ 950.00
Block 7MG (Unit of Two)	\$ 1,900.00
Hartley Edwards and Hartley Edwards Phase II <i>Veteran & Spouse only (DD 214 required)</i>	\$ 1,290.00
VA Lot Block 24A Veterans <i>Veteran Only (DD 214 required)</i>	\$ 300.00

B. Interment Prices

1 Basic Burial Service

Price includes use of Fairview Chapel or Graveside service

Monday through Friday

9 am to 3 pm (service concluded and grave must be <u>closed</u> by 3 pm)	\$ 900.00
3 pm to 5 pm	\$ 1,100.00
Additional Charge for services over 2 hours - \$100 per hour	\$ 100.00
Additional Charge to add TENT	\$ 100.00
Additional Charge to add CHAIRS	\$ 50.00

Saturday

9 am to 3 pm (service concluded and grave must be <u>closed</u> by 3 pm)	\$ 1,100.00
Additional Charge for services over 2 hours - \$100 per hour	\$ 100.00
Additional Charge to add TENT	\$ 100.00
Additional Charge to add CHAIRS	\$ 50.00

2 Interment of Little Angels in Babyland Block 4

Price includes: lot, opening and closing, and use of Fairview Chapel or Graveside service

Monday through Friday

9 am to 3 pm (service concluded and grave must be <u>closed</u> by 3 pm)	\$ 250.00
3 pm to 5 pm	\$ 300.00
Additional Charge for services over 2 hours - \$100 per hour	\$ 100.00
Additional Charge for both Graveside Service <u>and</u> Chapel	\$ 250.00

Saturday

9 am to 3 pm (service concluded and grave must be <u>closed</u> by 3 pm)	\$ 300.00
Additional Charge for services over 2 hours - \$100 per hour	\$ 100.00
Additional Charge for both Graveside Service <u>and</u> Chapel	\$ 250.00

3 Interment of Children in Babyland Block 4

Price includes: lot, opening and closing, and use of Fairview Chapel or Graveside service

Monday through Friday

9 am to 3 pm (service concluded and grave must be <u>closed</u> by 3 pm)	\$ 400.00
3 pm to 5 pm	\$ 450.00
Additional Charge for services over 2 hours - \$100 per hour	\$ 100.00
Additional Charge for both Graveside Service <u>and</u> Chapel	\$ 250.00



FAIRVIEW CEMETERY

	AMOUNT
Saturday	
9 am to 3 pm (service concluded and grave must be closed by 3 pm)	\$ 500.00
Additional Charge for services over 2 hours - \$100 per hour	\$ 100.00
Additional Charge for both Graveside Service and Chapel	\$ 250.00
4 Cremation Basic Burial Service in Individual Lot	
<i>Price includes use of Fairview Chapel</i>	
Monday through Friday	
9 am to 3 pm (service concluded and grave must be closed by 3 pm)	\$ 250.00
3 pm to 5 pm	\$ 450.00
Additional Charge for services over 2 hours - \$100 per hour	\$ 100.00
Saturday	
9 am to 3 pm (service concluded and grave must be closed by 3 pm)	\$ 450.00
Additional Charge for services over 2 hours - \$100 per hour	\$ 100.00
5 Cremation Graveside Service with Full Set-Up Tent & Chairs in Individual Lot	
Monday through Friday	
9 am to 3 pm (service concluded and grave must be closed by 3 pm)	\$ 500.00
3 pm to 5 pm	\$ 700.00
Additional Charge for services over 2 hours - \$100 per hour	\$ 100.00
Saturday	
9 am to 3 pm (service concluded and grave must be closed by 3 pm)	\$ 700.00
Additional Charge for services over 2 hours - \$100 per hour	\$ 100.00
6 Columbarium Cremation Package	
<i>Price includes Niche, open/close, bronze plaque, and use of Fairview Chapel. Tent and chair set up is not permitted in Columbarium area.</i>	
<i>Individual Niche</i>	
Row Four (Bottom)	\$ 850.00
Row Three	\$ 950.00
Row Two	\$ 1,050.00
Row One (Top)	\$ 1,050.00
<i>Double Niche</i>	
Row Four (Bottom)	\$ 1,500.00
Row Three	\$ 1,700.00
Row Two	\$ 1,900.00
Row One (Top)	\$ 1,900.00

FAIRVIEW CEMETERY

AMOUNT

7 Garden of Tranquility Cremation Package

Price includes Niche, open/close, bronze plaque, and use of Fairview Chapel.

Tent and chair set up is not permitted in Columbarium or Burial area. Cremation burials only.

Monday through Friday

9 am to 3 pm (service concluded and grave must be **closed** by 3 pm) \$ 850.00

3 pm to 5 pm \$ 1,050.00

Additional Charge for services over **2 hours** - \$100 per hour \$ 100.00

Saturday

9 am to 3 pm (service concluded and grave must be **closed** by 3 pm) \$ 1,050.00

Additional Charge for services over **2 hours** - \$100 per hour \$ 100.00

C. Disinterment of Loved Ones (All Ages)

\$ 1,500.00

D. Fairview Chapel Rental

Monday through Friday

9 am to 3 pm (service concluded by 3 pm) \$ 400.00

3 pm to 5 pm \$ 600.00

Additional Charge for services over **2 hours** - \$100 per hour \$ 100.00

Saturday

9 am to 3 pm (service concluded by 3 pm) \$ 600.00

Additional Charge for services over **2 hours** - \$100 per hour \$ 100.00

E. Miscellaneous Charges

Monument Permit and Inspection Fee \$ 50.00

Opening and Closing Permit and Inspection Fee \$ 50.00

Late Permit Fee \$ 50.00

Reinspection Fee \$ 50.00

Setting Fee - (excludes Wilbert vaults & Fairview's concrete boxes) \$ 100.00

Sod Installed and Established (no earlier than 6 mo after burial) \$ 250.00

Documentation Fee \$ 45.00

Postage/Shipping and Handling Fee \$ (Varies)

Outside Containers (prices vary depending on type) \$ (Varies)

Grounds Services \$ (Varies)

Late Payment Fee \$ (Varies)

Balances that are unpaid [after the payment deadline] or [within 30 days] are subject to a Late Payment Fee of 10% on the unpaid amount every month, charged monthly until the balance is paid.

F. Credit Card Convenience Fee

Fee applied to all credit/debit card payments

3% of transaction amount

CITY OF DENISON
FY2024 COMPREHENSIVE SCHEDULE OF FEES



CITY CLERK

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



ENGINEERING

	AMOUNT
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A. Plan and Submittal Review

Staff	Hourly Range	Estimated Fee for 2 Staff Hours
Technician	\$30-45	\$90
Coordinator	\$30-45	\$90
Manager	\$40-55	\$110
Support Staff	\$25-40	\$80
Afterhours/Weekend Premium	\$50	\$100
3rd Party	Hourly Range	
Analyst	\$160-240	
Professional	\$230-295	
Senior Professional I	\$255-350	
Senior Professional II	\$335-370	
Senior Technical Support	\$155-280	
Support Staff	\$110-145	
Technical Support	\$125-150	
Afterhours/Weekends (if available)	150% hourly rate	

B. Inspections

Staff	Hourly Range	Estimated Fee for 1 Staff Hour
Technician	\$30-45	\$45
Coordinator	\$30-45	\$45
Manager	\$40-55	\$55
Support Staff	\$25-40	\$40
Afterhours/Weekend Premium	\$50	\$50
3rd Party	Hourly Range	
Construction Inspector	\$100-150	
Senior Construction Inspector	\$130-180	
Analyst	\$160-240	
Professional	\$230-295	
Senior Professional I	\$255-350	
Senior Professional II	\$335-370	
Afterhours/Weekends (if available)	150% hourly rate	

Actual costs will vary based on the scale of the project and quality of the submittal and construction.

Estimated municipal employee time is 2 hours per plan submittal review and 1 hour per inspection.

Average plan submittal review cost: \$5,000

C. Credit Card Convenience Fee

Fee applied to all credit/debit card payments

3% of transaction



ENVIRONMENTAL SERVICES AND STORMWATER

AMOUNT

A. Permits, Pollution Prevention Plans

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

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

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

B. Inspections

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

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

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

C. Sampling

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

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



ENVIRONMENTAL SERVICES AND STORMWATER	
	AMOUNT

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

D. Enforcement

Description	Fee
Administrative Compliance Order	\$ 595.00
Administrative Compliance Schedule (1 to 3 - Months)	\$ 680.00
Administrative Compliance Schedule (4 to 6 - Months)	\$ 1,640.00
Show Cause Order	\$ 670.00
Significant Non-Compliance	\$ 710.00
Cross Connection/Backflow Prevention Non-Compliance	\$ 710.00
Unreasonable Delay to Enter Premises	\$ 990.00

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

E. Credit Card Convenience Fee

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



FIRE DEPARTMENT

AMOUNT	PER UNIT
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A. Required Fire Permits

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

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

B. False Fire Alarm Charge

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

C. Emergency Medical Services Rates

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

CITY OF DENISON
FY2024 COMPREHENSIVE SCHEDULE OF FEES



FIRE DEPARTMENT

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

CITY OF DENISON
FY2024 COMPREHENSIVE SCHEDULE OF FEES



FIRE DEPARTMENT

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

D. Motor Vehicle Incident Rates

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



FIRE DEPARTMENT

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



FIRE DEPARTMENT

	AMOUNT	PER UNIT
Miscellaneous Equipment	\$ 336.00	per hour

M. Fire Inspection Rates

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

Draft

IMPACT FEES

A. WATER

Single Family

Water Meter Size	1" or Smaller	1 1/2"	2"	3"	4"	6"	8"	Unit
Maximum Allowable	\$ 9,138	\$ 45,686	\$ 73,096	\$ 146,192	\$ 228,426	\$ 456,850	\$ 730,960	per meter
Assessed Fee	\$ 4,569	\$ 22,843	\$ 36,548	\$ 73,096	\$ 114,213	\$ 228,425	\$ 365,480	per meter

Multi-Family and Non Residential

Water Meter Size	5/8" or 3/4"	1"	1 1/2"	2"	3"	4"	6"	8"	Unit
Maximum Allowable	\$ 9,138	\$ 13,708	\$ 45,686	\$ 73,096	\$ 146,192	\$ 228,426	\$ 456,850	\$ 730,960	per meter
Actual Assessed Fee	\$ 4,569	\$ 6,854	\$ 22,843	\$ 36,548	\$ 73,096	\$ 114,213	\$ 228,425	\$ 365,480	per meter

B. WASTE WATER

Residential and Non-Residential

Maximum Allowable	\$ 12,598
Assessed Fee	\$ 6,299 per connection

C. ROADWAY

Assessed Fee

Single Family	\$ 1,493.86 per unit
Multi Family	\$ 863.50 per unit
Industrial	\$ 1,208.90 per 1,000 sq. ft.
Commercial	\$ 5,094.65 per 1,000 sq. ft.
Retail	\$ 4,075.72 per 1,000 sq. ft.

The Assessed Fee is used to determine payment amount. The Maximum Allowable Fee is for reference only. Impact Fees are due prior to plat recordation. If fees cannot be calculated prior to platting, fees will be collected prior to building permit issuance or utility connection. Please refer to the Impact Fee Calculator on the City of Denison website for project specific calculations.

D. Credit Card Convenience Fee

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



LABORATORY

AMOUNT

A. Analytical Testing Services

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

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

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

B. Credit Card Convenience Fee

Fee applied to all credit/debit card payments

3% of transaction amount

CITY OF DENISON
FY2024 COMPREHENSIVE SCHEDULE OF FEES



LIBRARY (DENISON PUBLIC)

AMOUNT

A. Fines

1 Overdue Items (max \$10 per item)	
Adults	\$ -
Youth	\$ -
2 Overdue AV items (max \$10 per item)	\$ -

B. Fees

1 Damaged book cover, page, or sheet	\$ 1.00
2 Lost Library card	\$ 2.00
3 Lost Book	Cost of book
Plus non-refundable processing fee excluding paperbacks	\$ 5.00
4 Lost AV case	\$ 2.00
5 Out of County	
Individual	\$ 10.00
Family	\$ 40.00
6 Internet guest pass (first day free/\$2.00 per day thereafter)	\$ 2.00
7 Genealogy research	Handled at Frontier Village as of May 2019
8 Meeting/Conference room	
For-Profit groups during business hours	\$ 10.00
For-Profit groups after business hours	\$ 35.00
Non-Profit groups during business hours	No Charge
Non-Profit groups after business hours	\$ 25.00
9 Fax sending or receiving (per page)	\$ 0.50
10 Equipment rental	\$ 1.00
11 Copies/Printing	
Black & White	\$ 0.25
Color	\$ 0.50
12 ILL - handling charge for items not picked up	\$ 2.50
13 3D Printing (\$0.15 per gram with a \$1.50 minimum)	\$ 1.50

C. Books

<i>Foundations of American Grape Culture</i>	\$ 30.00
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D. Credit Card Convenience Fee

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

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

B. Recreational Fees

- | | |
|--|------------------|
| 1 Events/Programs/Leagues/Vendors | Prices will vary |
| 2 Contracted Programs/Services/Leagues/Vendors | Prices will vary |



PARKS & RECREATION

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



PARKS & RECREATION

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

D. Texoma Health Foundation Park

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



PARKS & RECREATION

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



PLANNING AND ZONING

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



POLICE DEPARTMENT

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



PUBLIC WORKS PERMITS

AMOUNT

A. Temporary Street Closure Permit

General (submitted more than two-weeks prior to proposed closure)	\$ 50
Expedited (submitted within two weeks of proposed closure)	\$ 250
Permit Extension	\$ 100
Penalty for work started without permit	Fee doubles
City personnel performed closure (if available)	\$500 for first 4 hours, \$500 for every additional 2 hours
City personnel staffing for closure (if available)	\$150 per person per hour
Equipment rental for City personnel performed closure	At Cost

B. Pavement Cut Permit

General (submitted more than two-weeks prior to proposed closure)	\$ 50
Expedited (submitted within two weeks of proposed closure)	\$ 250
Permit Extension	\$ 100
Penalty for work started without permit	Fee doubles
Public Inconvenience Penalties may be assessed for incomplete and/or unaccepted work as defined by Section 21 of City Ordinance and/or as allowed by state law	

C. Driveway Approach Permit

General (submitted more than two-weeks prior to proposed work)	\$ 50
Expedited (submitted within two weeks of proposed work)	\$ 250
Permit Extension	\$ 100
Penalty for work started without permit	Fee doubles

D. Land Disturbance Permit

General (submitted more than two-weeks prior to proposed work)	\$ 50
Expedited (submitted within two weeks of proposed work)	\$ 250
Permit after unpermitted work occurs	Fee doubles

E. Credit Card Convenience Fee

Fee applied to all credit/debit card payments	3% of transaction amount
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PUBLIC WORKS - RIGHT OF WAY

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

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



PUBLIC WORKS - SANITATION

	AMOUNT	TAX	TOTAL	PER UNIT
A. Residential Sanitation				
Standard Residential	\$ 29.13	\$ 2.40	\$ 31.53	Per month
Residential Carry-out	\$ 42.18	\$ 3.48	\$ 45.66	Per month
Courtesy Carry-out	\$ 29.13	\$ 2.40	\$ 31.53	Per month
Extra Cart (Trash)	\$ 14.95	\$ 1.23	\$ 16.18	Per month
Extra Cart (Recycle)	\$ 3.00	\$ 0.25	\$ 3.25	Per month
Customer outside City Limits	\$ 58.26	\$ 4.81	\$ 63.07	Per month
B. Commercial Sanitation				
Commercial Bags (Trash Cart)	\$ 46.08	\$ 3.80	\$ 49.88	Per month
Share a dumpster	\$ 46.08	\$ 3.80	\$ 49.88	Per month
Three yard container, minimum pick up:				
1 time per week	\$ 106.71	\$ 8.80	\$ 115.51	Per month
2 times per week	\$ 213.42	\$ 17.61	\$ 231.03	Per month
3 times per week	\$ 320.13	\$ 26.41	\$ 346.54	Per month
4 times per week	\$ 426.83	\$ 35.21	\$ 462.04	Per month
5 times per week	\$ 533.54	\$ 44.02	\$ 577.56	Per month
6 times per week	\$ 640.25	\$ 52.82	\$ 693.07	Per month
Each additional 3 yard container pick up	\$ 33.70	\$ 2.78	\$ 36.48	Per occurrence
Four yard container, minimum pick up:				
1 time per week	\$ 142.23	\$ 11.73	\$ 153.96	Per month
2 times per week	\$ 284.46	\$ 23.47	\$ 307.93	Per month
3 times per week	\$ 426.70	\$ 35.20	\$ 461.90	Per month
4 times per week	\$ 568.93	\$ 46.94	\$ 615.87	Per month
5 times per week	\$ 711.16	\$ 58.67	\$ 769.83	Per month
6 times per week	\$ 853.39	\$ 70.40	\$ 923.79	Per month
Change in container pick up schedule	\$ 41.50	\$ 3.42	\$ 44.92	Per occurrence
C. Roll-off/Roll-on Sanitation				
20 yard dumpster	\$ 562.81	\$ 46.43	\$ 609.24	Per pick up
30 yard dumpster	\$ 844.22	\$ 69.65	\$ 913.87	Per pick up
20 yard dumpster (shingles)	\$ 690.00	\$ 56.93	\$ 746.93	Per pick up
Overweight dumpsters/Compactors (over 11 tons)	\$ 115.00	\$ 9.49	\$ 124.49	Per ton
More than 30 days between pulls	\$ 115.00	\$ 9.49	\$ 124.49	Per occurrence
Relocation	\$ 57.50	\$ 4.74	\$ 62.24	Per occurrence
Compactor	\$ 1,125.60	\$ 92.86	\$ 1,218.46	Per pick up
Small tire pull out	\$ 13.00	\$ 1.07	\$ 14.07	Per item
Large tire pull out	\$ 20.00	\$ 1.65	\$ 21.65	Per item
Small tire w/ rim pull out	\$ 19.00	\$ 1.57	\$ 20.57	Per item
Appliance pull out w/o freon	\$ 18.00	\$ 1.49	\$ 19.49	Per item
Appliance pull out w/freon	\$ 33.00	\$ 2.72	\$ 35.72	Per item
D. Special Pick-Ups				
Forced Special Pick-up (lumber, furniture, white goods, etc.)	\$ 34.50	\$ 2.85	\$ 37.35	per cubic yard



PUBLIC WORKS - SANITATION

	AMOUNT	TAX	TOTAL	PER UNIT
Scheduled Special Pick-up	\$ 17.25	\$ 1.42	\$ 18.67	per cubic yard
Removal of Food from Refrigerators	\$ 23.00	\$ 1.90	\$ 24.90	Per occurrence

E. Dumpster Cleaning

Compactor	\$ 92.58	\$ 7.64	\$ 100.22	Per occurrence
3 or 4 yard container	\$ 47.73	\$ 3.94	\$ 51.67	Per occurrence

F. Collection Station

Junk	\$ 10.00	\$ 0.83	\$ 10.83	per cubic yard
Brush & Limb	\$ 6.00	\$ 0.50	\$ 6.50	per cubic yard

G. Credit Card Convenience Fee

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

H. Late Fee

10% of past due balance

Draft



WATER AND SEWER

	AMOUNT	PER UNIT
	IN CITY	OUT CITY

A. Service Fees

Commercial Connection Fee (Dumpsters)	\$	35.00
Commercial Connection Fee (Commercial Bags)	\$	35.00
Commercial Security Deposit	\$	100.00
Holidays and Weekends Service Fee	\$	50.00
Reconnect Fee after 3:00 pm	\$	75.00
Reconnect Fee before 3:00 pm during business hours	\$	25.00
Residential Connection Fee	\$	35.00
Residential Security Deposit	\$	100.00
Return Check Fee	\$	30.00
Transfer Service Fee	\$	30.00
Request for Re-Read	\$	25.00
Meter/Meter Repair (new construction - due to defective or incomplete work)	\$	100.00
Water Meter Damage Fee	\$	150.00
Fire Hydrant Meter Security Deposit	\$	3,000.00
Jumper or Illegal Connection + Estimated Usage	\$	300.00

B. Waters Rates

Residential Base Rate

Per Residential living unit there will be a base charge each month based on meter size

1" Meter and Below	\$	31.49	\$	56.00
1 1/2" Meter	\$	41.57	\$	62.36
2" Meter	\$	55.43	\$	83.15
3" Meter	\$	157.46	\$	236.19
4" Meter	\$	195.26	\$	292.89

Residential Volume Rate

Per Residential living unit there will be a volume rate per 1,000 gallons for water consumption over the 1st 1,000 gallons per month.

1,001 - 5,000 gallons	\$	3.7198	\$	6.5376
5,001 - 10,000 gallons	\$	4.6497	\$	6.9746
10,001 - Above gallons	\$	5.8121	\$	8.7182

Commercial Base Rate

Per Commercial User there will be a base charge per month based on meter size

1" Meter and Below	\$	58.32	\$	100.00
1 1/2" Meter	\$	76.98	\$	115.47
2" Meter	\$	102.64	\$	153.96
3" Meter	\$	291.60	\$	437.40
4" Meter	\$	361.58	\$	542.37



WATER AND SEWER

Commercial Volume Rate

Per Commercial User there will be a volume rate per 1,000 gallons for water consumption per month over the 1st 1,000 gallons per month.

	AMOUNT IN CITY	PER UNIT OUT CITY
1,001 - 25,000 gallons	\$ 4.9214	\$ 8.4386
25,001 - 50,000 gallons	\$ 6.1517	\$ 9.2276
50,001 - Above gallons	\$ 7.6897	\$ 11.5346

Industrial Base Rate

Industrial User shall mean a user who consistently uses 3,750,000 or more of treated water each month for the purpose of manufacturing a good or service for distribution and sale, or as approved by the City Manager. Per Industrial User there will be a base charge per month based on meter size

1" Meter and Below	\$ 99.14	\$ 170.00
1 1/2" Meter	\$ 130.87	\$ 196.31
2" Meter	\$ 174.49	\$ 261.74
3" Meter	\$ 495.72	\$ 743.58
4" Meter	\$ 614.69	\$ 922.04

Industrial Volume Rate

Per Industrial User there will be a volume rate per 1,000 gallons for water consumption per month over the 1st 1,000 gallons per month.

1,001 - 3,750,000 gallons	\$ 4.3605	\$ 7.4768
3,750,001 - 7,500,000 gallons	\$ 4.1796	\$ 7.1666
7,500,001 - Above gallons	\$ 3.9987	\$ 6.8564

C. Sewer Rates

Residential Base Rate

Per Residential living unit there will be a base charge each month based on meter size

1" Meter and Below	\$ 33.06	\$ 52.00
1 1/2" Meter	\$ 43.64	\$ 65.46
2" Meter	\$ 58.19	\$ 87.29
3" Meter	\$ 165.31	\$ 247.97
4" Meter	\$ 204.99	\$ 307.49

Residential Variable Rate

Per Residential living unit there will be a per 1,000 gallon rate for consumption over the 1st 1,000 gallons per month base charge each month based on meter size

1,001 - Above gallons	\$ 3.4925	\$ 5.4136
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WATER AND SEWER

AMOUNT	PER UNIT
IN CITY	OUT CITY

Commercial Base Rate

Per Commercial user there will be a base charge per month based on meter size

1" Meter and Below	\$ 66.13	\$ 100.00
1 1/2" Meter	\$ 87.29	\$ 130.94
2" Meter	\$ 116.38	\$ 174.57
3" Meter	\$ 330.63	\$ 495.95
4" Meter	\$ 409.98	\$ 614.97

Commercial Variable Rate

Per Commercial there will be a volume rate of 1,000 gallons for water consumption per month over the 1st 1,000 gallons per month

1,001 - Above gallons	\$ 5.3544	\$ 8.0974
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Industrial Base Rate

Industrial user shall mean a user who consistently uses 3,750,000 gallons or more of treated water each month for the purpose of manufacturing a good or service for distribution and sale, or as approved by the City

1" Meter and Below	\$ 109.77	\$ 166.00
1 1/2" Meter	\$ 144.89	\$ 217.34
2" Meter	\$ 193.19	\$ 289.79
3" Meter	\$ 548.84	\$ 823.26
4" Meter	\$ 680.56	\$ 1,020.84

Industrial Variable Rate

Per Industrial user there will be a volume rate of 1,000 gallons for water consumption per month over the 1st 1,000 gallons per month

1,001 - Above gallons	\$ 5.3544	\$ 8.0974
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Industrial Surcharge

BOD

TSS

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

R1 = \$0.33 lbs

R2 = \$0.27 lbs

BOD = Biochemical Oxygen Demand in mg/L

TSS = Total Suspended Solids in mg/L

Q = Flow in million gallons per day (MGD)

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



WATER AND SEWER

AMOUNT	PER UNIT
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D. Tap Fees

Water

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

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

Sewer

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

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

E. Meter Costs

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

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

F. Credit Card Convenience Fee

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

10% of past due balance

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone property legally described as all of Lot 16, Block 7 of Tone's 2nd Addition Plat, an addition to the City of Denison, Grayson County, Texas: also known as 1701 W. Walker Street, GCAD Property ID No. 141050, from the Two-Family Duplex (2F) Zoning District to the SF-5, Single-Family Residential Zoning District, to allow for residential use. (Case No. 2023-085Z).

Staff Contact

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

Summary

- The applicant is requesting a rezone of the subject property from the Two-Family Duplex (2F) Zoning District to the SF-5, Single Family Residential Zoning District.
- Single-Family homes constructed within the 2F Zoning District are to meet the development standards of the SF-7.5, Single Family Residential Zoning District.
- Applicant wishes to construct a residence that meets the SF-5 development standards.
- The proposed rezone complies with the Comprehensive Plan.

Staff Recommendation

Staff recommends approval of this request.

Recommended Motion

"I move to approve changing the zoning of the subject property from the Two-Family Duplex (2F) Zoning District to the SF-5, Single Family Residential Zoning District."

Background Information and Analysis

Applicant has requested to rezone the subject property from the 2F-Two-Family Duplex Zoning District to the SF-5, Single Family Residential Zoning District to accommodate a residential structure that includes a one-car garage. Sec. 28.29.5.A of the 2F-Two-Family Zoning District states that any single-family structure constructed in the 2F-Two-Family Duplex Zoning District is to be developed per the standards stated within the SF-7.5, Single Family Residential Zoning District ordinance. This zoning district requires a minimum two-car garage with an additional two parking spaces within the driveway for each new residential structure.

The subject property is a legal lot of record with the measurements of fifty (50)' in width and about one hundred and fifty (150)' in depth, with a square footage of about seven thousand five hundred (7,500) square feet. Within their Project Narrative, the applicant states that the lot size of the subject property and the fact that it is a corner lot, cannot accommodate the requirement of a two-car garage. Per the applicant, rezoning the subject property to the SF-5 zoning district will allow the applicant to construct a single car garage on the east side of the house as shown on the proposed site plan. Within

their Project Narrative, the applicant states that the immediate surrounding lots have no dedicated parking structure or carport.

While the requested zoning district is not located adjacent to the subject property, this request does comply with the Comprehensive Plan as the Future Use Land Plan depicts this area as “neighborhood”.

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

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

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

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

N/A

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

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

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

The overall area has been developed in a residential manner.

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

N/A

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

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

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

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

Financial Considerations

N/A

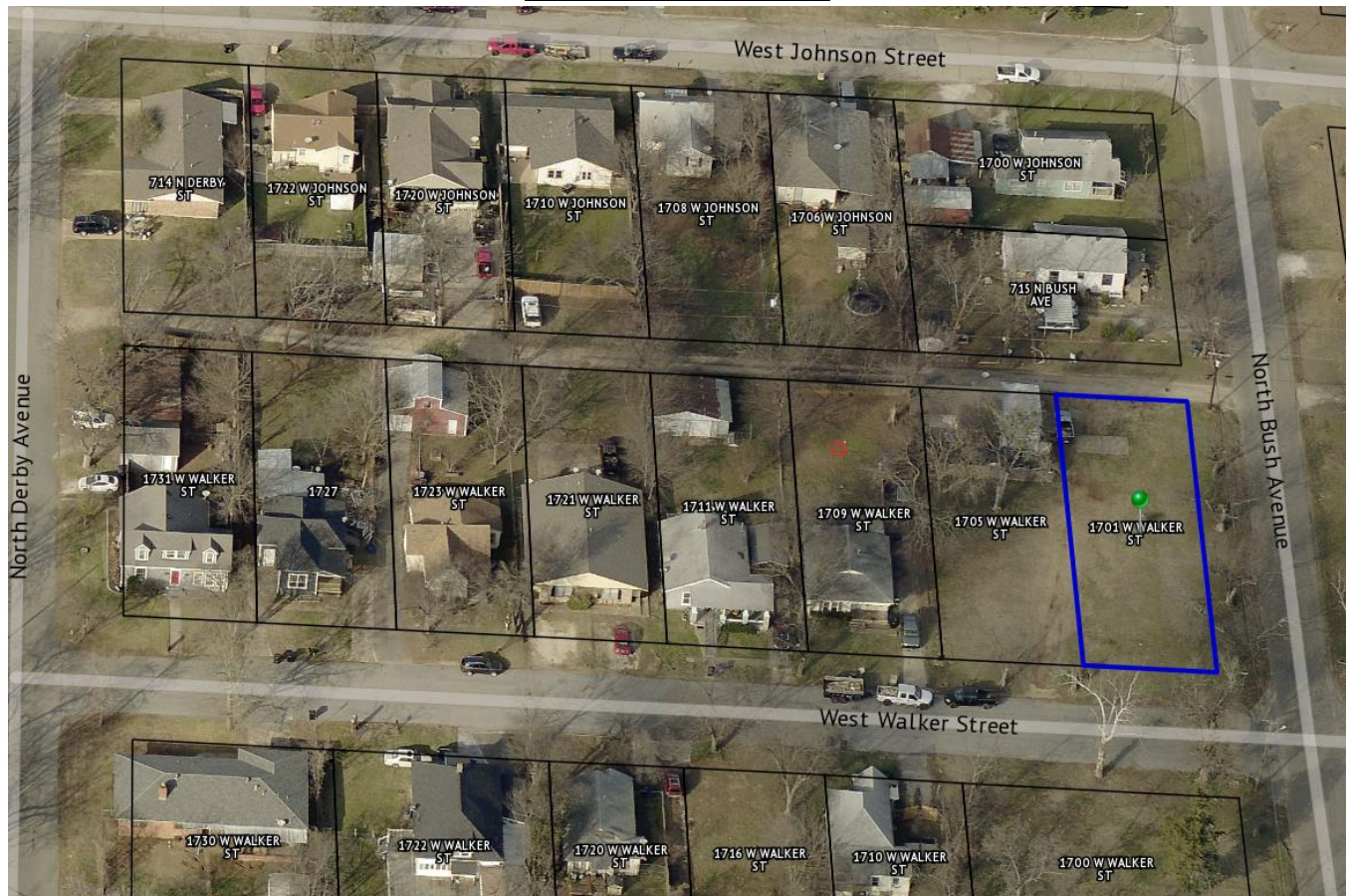
Prior Board or Council Action

- The Planning and Zoning Commission recommended approval of this request at their meeting held on September 26th, 2023.

Alternatives

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

Aerial of Subject Area



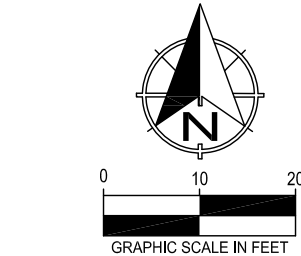
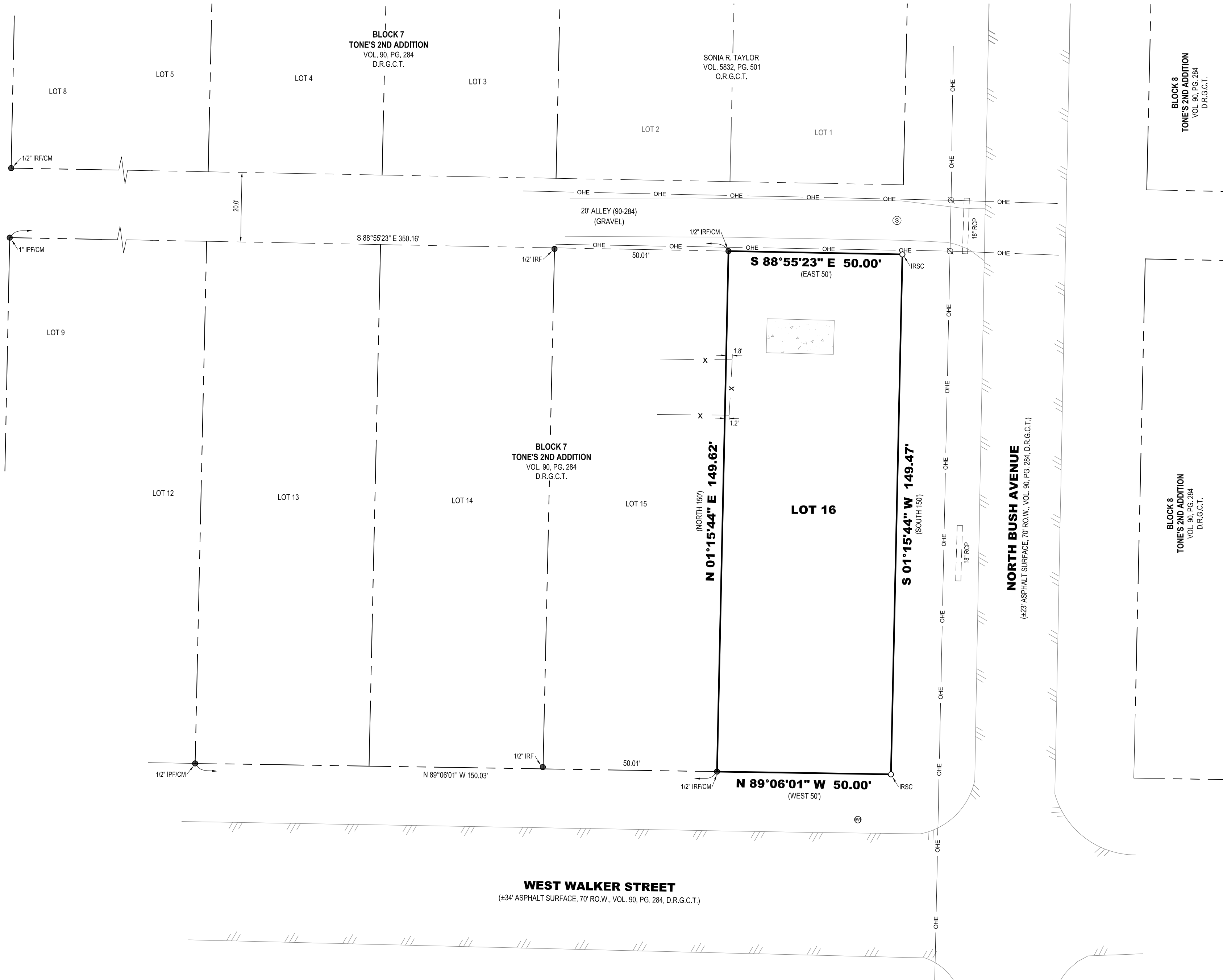
Zoning Aerial of Subject Area



Project Narrative:

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

NORTH DERBY AVENUE



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

LAND DESCRIPTION:
BEING Lot Sixteen (16) in Block Seven (7), Tone's 2nd Addition, an addition to the City of Denison, Texas according to the plat thereof recorded in Volume 90, Page 284, Deed Records of Grayson County, Texas.

GENERAL NOTES:

- This survey was completed without the benefit of of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.

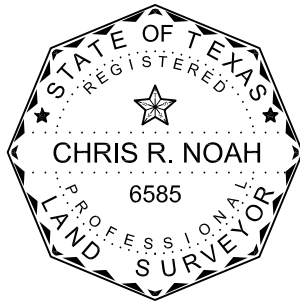
FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Denison, Grayson County, Texas, Community Number 480529, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0170 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND

●	FOUND MONUMENT
○	SET MONUMENT
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET
IRF	IRON ROD FOUND
IPF	IRON PIPE FOUND
CM	CONTROLLING MONUMENT
()	DEED OR PLAT CALL
R.O.W.	RIGHT-OF-WAY
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
VOL., PG.	VOLUME, PAGE
⊠	UTILITY/POWER POLE
⊙	WATER METER
⊕	SANITARY SEWER MANHOLE
RCP	REINFORCED CONCRETE PIPE
—	BOUNDARY LINE
- - -	ADJOINER LINE
x	CHAIN LINK/WIRE FENCE
///	ASPHALT
— OHE —	OVERHEAD ELECTRIC/UTILITY

Certify to: Keith McCullough;

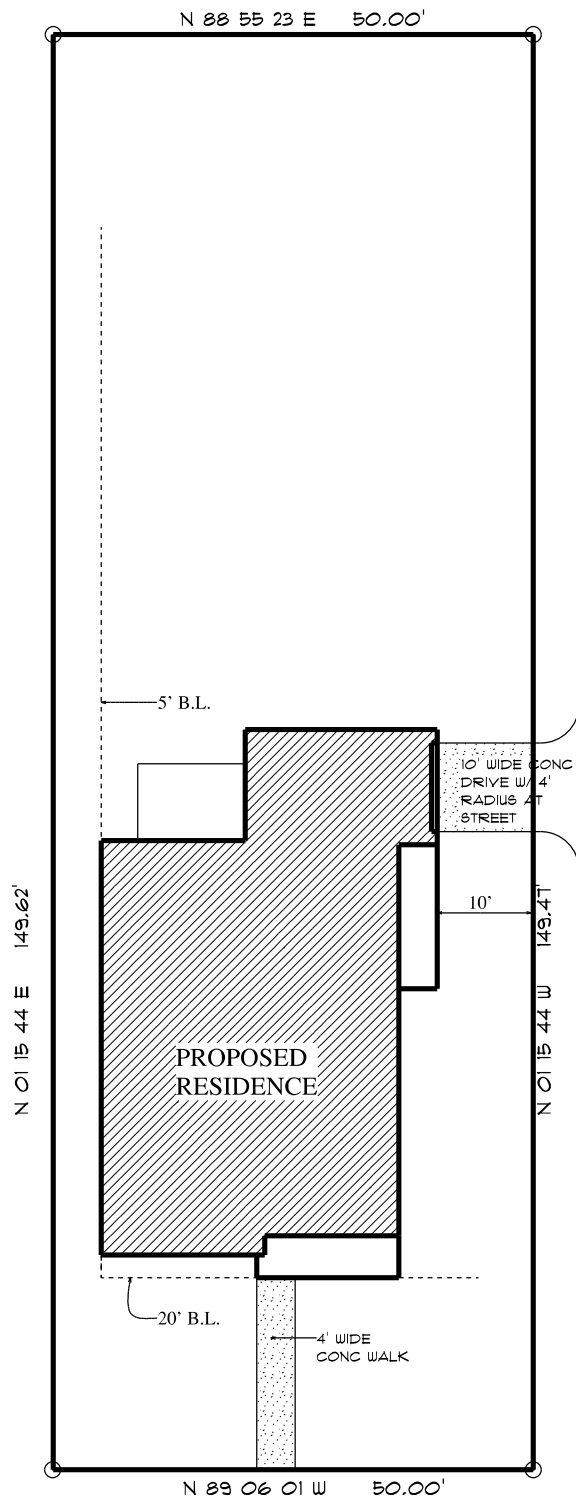
I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 04/13/2017, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.



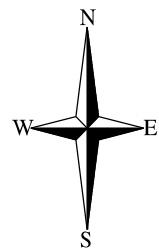
BLOCK 12
TONE'S 2ND ADDITION
VOL. 90, PG. 284
D.R.G.C.T.

LOT SURVEY
LOT 16, BLOCK 7
TONE'S 2ND ADDITION
1701 West Walker Street, Denison
Grayson County, Texas

		83493 N. State Hwy 289, Suite 5 Pottsboro, TX 75076 www.prestontrailandsurveying.com 903-213-0033	
TBPLS Firm No. 10194175	Drawn by: JEG Checked by: CRN	Scale: 1"=20' Date: 04/17/2017	Project No. 17-0167 Sheet No. 1 of 1



NORTH BUSH AVENUE
(70' R.O.W.)



SITE PLAN

1" = 20'

1701 WEST WALKER
LOT 16 BLOCK 7 TONE'S
2ND ADDITION
GRAYSON COUNTY, TX

WEST WALKER STREET
(70' R.O.W.)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION ON A CERTAIN TRACT OF LAND LEGALLY DESCRIBED AS LOT 16, BLOCK 7, TONE'S SECOND ADDITION TO THE CITY OF DENISON, GRAYSON COUNTY, TEXAS, COMMONLY REFERRED TO AS 1701 W WALKER ST, DENISON, TX, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT "A", FROM ITS ZONING CLASSIFICATION OF TWO-FAMILY (DUPLEX) RESIDENTIAL DISTRICT TO SINGLE FAMILY-5 RESIDENTIAL DISTRICT; PROVIDING THAT SUCH TRACT OF LAND SHALL BE USED IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPREHENSIVE ZONING ORDINANCE AND ALL OTHER APPLICABLE ORDINANCES OF THE CITY; PROVIDING THAT THE ZONING MAP SHALL REFLECT THE SINGLE FAMILY-5 RESIDENTIAL DISTRICT FOR THE PROPERTY; PROVIDING A PENALTY; PROVIDING REPEALING, SEVERABILITY, AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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

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

WHEREAS, Minsan, Inc. (the "Owner") owns Lot 16, Block 7, Tone's Second Addition to the City of Denison, Grayson County, Texas, as described and depicted in **Exhibit "A,"** which is attached and incorporated as if fully set forth herein (the "Property"), and has made an application under the provisions of the Zoning Ordinance for a zoning change on the Property from the current zoning district classification of Two-Family (Duplex) Residential District to Single Family-5 Residential District; and

WHEREAS, Owner has designated Josh Holley and Aaron Johnson of Holley Jolly Homes to act in the capacity of Owner as agent for submittal, processing, representation, and/or presentation of the application, and as the principal contact person for responding to all requests for information; and

WHEREAS, after public notices were given in compliance with State law and public hearings were conducted, and after considering the information submitted at those public hearings and all other relevant information and materials, the Planning and Zoning Commission of the City

has recommended to the City Council the adoption of the amendments to the Zoning Ordinance as set forth in this Ordinance; and

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

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

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

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

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

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

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

Ayes:

Abstentions:

Nays:

At regular meeting October 2, 2023.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

**BEING LOT 16, BLOCK 7, TONE'S SECOND ADDITION TO THE CITY OF DENISON,
GRAYSON COUNTY, TEXAS, COMMONLY REFERRED TO AS 1701 W WALKER
STREET.**

