



**CITY OF DENISON
CITY COUNCIL MEETING
AGENDA**

Monday, February 5, 2024

After determining that a quorum is present, the City Council of the City of Denison, Texas will convene in a Regular Meeting on **Monday, February 5, 2024 at 6:00 PM** in the Council Chambers at City Hall, 300 W. Main Street, Denison, Texas at which the following items will be considered:

- 1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE**
- 2. PUBLIC COMMENTS**

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

3. CONSENT AGENDA

- A. Receive a report, hold a discussion and take action on approving the Minutes from the Regular City Council Meeting held on January 16, 2024.
- B. Receive a report, hold a discussion and take action on a Resolution adopting guidelines for an amnesty program prior to the 2024 Warrant Round Up.
- C. Receive a report, hold a discussion and take action on entering into Joint Election Agreements with Denison Independent School District (Contract No. 2024-0006) and the Grayson County Elections Administration (Contract No. 2024-0007) for the May 4, 2024 General and Special Elections, and authorize the Interim City Manager to execute the same.
- D. Receive a report, hold a discussion and take action on an ordinance calling a Special Election for the purpose of electing a City Council Member for Place 6, At-Large, and a Council Member for Place 4, Single Member District 4, each to serve the remainder of an unexpired term until the next regular City Council election in May 2025, in conjunction with a General Election to be held jointly with the School District sharing polling locations only, on Saturday May 4, 2024, for the purpose of electing a Council Member for Single Member District 1, Place 1, a Council Member for Single Member District 2, Place 2 and Place 7 (Mayor), At-Large, each to serve a three year term.

- E. Receive a report, hold a discussion, and take action on a Professional Engineering Services Agreement with Huitt-Zollars Inc. (Contract No. 2024-0008) to conduct and prepare a City Facility Needs Assessment in the amount of \$189,000 and authorize the Interim City Manager to execute all related documents.
- F. Receive a report, hold a discussion, and take action on an agreement in the amount of \$990,765 with CobbFendley (Contract No. 2024-0009) for design and construction support of the Perrin Estates Utility Improvements project, and authorize the Interim City Manager to execute all related documents.
- G. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property commonly known as 1421 US Highway 69, Denison, Texas more particularly described as G-0996 Rubio Ramon A-G0996, Acres 0.29, GCAD Property ID No. 113210.
- H. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis for property commonly known as 1335 US Highway 69, Denison, Texas more particularly described as G-0996 Rubio Ramon A-G0996, Acres 0.55, GCAD Property ID No. 113203.
- I. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property commonly known as 1191 Highway 69, Denison, Texas more particularly described as G-1311 Wright William A-G1311, Acres 36.94, GCAD Property ID No. 113345.
- J. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property commonly known as 411 Snow Road, Denison, Texas more particularly described as Delmar Estates, Lot 9, Acres 1.02, GCAD Property ID No. 113292.
- K. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Vincent William McKeon, Jr., Lisa Kusch McKeon and Tressie Elizabeth McKeon for three parcels of land commonly known as 2705 Preston Road, Denison, Texas more particularly described as G-0062 Bennett D W & HRS A-G0062, Acres 123.593, GCAD Property ID No. 113436; 1173 Davy Lane, Denison, Texas more particularly described as G-0062 D W & HRS A-G0062, Acres 13.0, GCAD Property ID No. 113430; and 2705 Preston Road, Denison, Texas, more particularly described as G-0062 Bennett D W & HRS A-G0062, Acres 19.11, GCAD Property ID No. 445083.
- L. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property located at Highway 69, Denison, Texas, more particularly described as Delmar Estates, Lot 11, Acres 3.66, GCAD Property ID No. 113294.
- M. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property located at Highway 69, Denison, Texas, more particularly described as Delmar Estates, Lot 12, Acres 3.66, GCAD Property ID No. 113295.

- N. Receive a report, hold a discussion and take action on a resolution authorizing continued participation with the Steering Committee of cities served by Oncor and authorizing the payment of ten cents (\$0.10) per capita to the Steering Committee regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.
- O. Receive a report, hold a discussion and take action on the reappointment of Jeff Thompson, as a regular member, to the Zoning Board of Adjustments and Appeals to serve a two-year term effective January 1, 2024.
- P. Receive a report, hold a discussion, and take action on the approval of the purchase of a CASE tractor loader, with a total purchase amount of \$105,842.00, from ASCO Equipment and authorize the Interim City Manager to execute any associated documents.
- Q. Receive a report, hold a discussion, and take action on the approval of the purchase of a new replacement engine for a Sanitation automatic residential collection truck, with a total purchase amount of \$65,007.92, from Bruckner Truck Sales and authorize the Interim City Manager to execute any associated documents.
- R. Receive a report, hold a discussion, and take action on the purchase of pump repair services from A.W. Chesterton for \$62,464.00 and authorize the Interim City Manager to execute all related documents.

4. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone an approximately 0.475-acre tract identified as GCAD Property ID No. 140644, said property being legally described as being situated in the M.C. Davis Survey, Abstract No. 336, according to the deed recorded in Volume 1138, Page 298, Deed Records of Grayson County, Texas; commonly known as 2713 W. Morton Street, from the SF-7.5, Single Family Residential District (SF-7.5) within the Highway Oriented and Corridor Overlay District (HO) to the Commercial (C) within the Highway Oriented and Corridor Overlay District (HO) to allow for commercial use. (Case No. 2023-126Z).

5. EXECUTIVE SESSION

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

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

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

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

CERTIFICATION

I do hereby certify that a copy of this Notice of Meeting was posted on the front window of City Hall readily accessible to the general public at all times, and posted on the City of Denison website on the 2nd day of February 2024, 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**

Tuesday, January 16, 2024

Announce the presence of a quorum.

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

1. INVOCATION, PLEDGE OF ALLEGIANCE AND TEXAS PLEDGE

Rodney Ward, Pastor of Harless Memorial United Church gave the invocation which was followed by the Pledge of Allegiance and Texas Pledge led by 6th grade band members from B. McDaniel Middle School.

2. PROCLAMATIONS AND PRESENTATION

A. ISO 1 Rating Plaque Presentation from Texas State Fire Marshal's Office.

Mayor Gott called to the podium Hugh Gibson and Jeff Edwards, both with Visrek to present the ISO 1 rating plaque to Chief Jacks and Denison Fire Rescue. Mr. Gibson came forward and introduced himself and stated he was in attendance to present the Class 1 rating. This month, Denison is the newest class in Texas to become Class 1. To become a Class 1, you have to be doing everything excellent as far as fire protection, it's based on when someone dials 911, who responds, what kind of water there is and what kind of community risk reduction is done in the City. It's the culmination of all these efforts. Across the country, there is about 45,000 fire protection areas and what the rating shows is that where you have better fire protection it leads to less loss and, in turn, less premiums to property owners within a city. The fire suppression rating schedule is utilized to measure the ratings and to make the evaluation. The schedule itself is based on or has 105.5 points available. However, the ratings themselves are based on a 100-point scale and where you score in a 10-point margin is what classification you earn. In this case, Denison Fire Rescue scored between 90 and 100. Out of 45,000 fire protection areas, there is about 500 Class 1's across the country, making them elite country wide. This is about 1% of all communities nationwide. Throughout Texas there are about 100 Class 1's. Texas has a little bit higher percentage because Texas is very progressive as far as fire protection. Texas has the most Class 1's in the country. So, not only is Denison Fire Rescue among the elite countrywide, but it is in the elites with the elites, because Texas is really proven

to be a leader countrywide with public protection classifications. Mr. Gibson then went over each of the scoring categories, showing where Denison scores in each, and a final overall score of 92.78.

Joel Duke, Deputy State Fire Marshal and the Public Protection Oversight Officer with the Texas State Fire Marshal's office, came forward and congratulated Chief Jacks, the Denison Fire Department, the City Council, City Manager, public service employees and all others involved in becoming a Class 1. Mr. Duke said he understands the commitment it takes to achieve this goal and the State Fire Marshal's office recognizes the hard work and dedication. At the Texas State Fire Marshal's office, their mission statement is to reduce the loss of life and property through prevention, education and protection. Mr. Duke thanked everyone in helping them achieve these goals by providing superior fire protection to the citizens of Denison. Mr. Duke stated, on behalf of the Texas State Fire Marshal, Chief Deborah Knight, who is sitting here tonight and Assistant State Fire Marshal, Chuck Allen, and the Commissioner of the Texas Department of Insurance, Ms. Cassie Brown (who was not in attendance). Mr. Duke congratulates Denison on this achievement and presented Chief Jacks and the Denison Fire Department with their Class 1 plaque

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 received.

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 December 18, 2023.
- B. Receive a report, hold a discussion and take action on the appointment of Kelly Cannell to serve as the Preston Harbor representative on the TIRZ No. 2 Board of Directors.
- C. Receive a report, hold a discussion and take action on the reappointment of Thomas Speakman as a member of the Community Development Steering Committee.
- D. Receive a report, hold a discussion, and take action on the approval of the purchase of two new Mack Granite dump trucks, with a combined total purchase amount of \$398,173.82, from Bruckner Truck Sales and authorize the Interim City Manager to execute any associated documents.
- E. Receive a report, hold a discussion, and take action on the purchase of a new sanitation brush collection truck in the amount of \$224,567.11 from Bruckner Truck Sales and authorize the Interim City Manager to execute any associated documents.
- F. Receive a report, hold a discussion, and take action on the approval of the purchase of two new CASE compact track loaders, with a combined total purchase amount of \$280,357.00, from ASCO Equipment and authorize the Interim City Manager to execute any associated documents.

- G. Receive a report, hold a discussion, and take action on approving the purchase of a landscape dump truck for use at various Parks locations in the amount of \$88,000.00 from Sewell Ford and authorize the Interim City Manager to execute all related documents.
- H. Receive a report, hold a discussion, and take action on an Ordinance amending the Environmental Services and Stormwater Fees in the FY2024 Fee Schedule.
- I. Receive a report, hold a discussion and take action on the appointment of David Spindle to the Business and Industrial Corporation of Denison, Inc., d/b/a Denison Development Alliance, Board of Directors to fill an unexpired two-year term, effective upon appointment and expiring on September 30, 2024.
- J. Receive a report, hold a discussion, and take action on approval of an asphalt overlay services purchase proposal for Duck Creek lift station and Loy Drive for a total amount of \$214,399.00 from Area Wide Paving, LLC and authorize the Interim City Manager to execute any associated documents.
- K. Receive a report, hold a discussion and take action on the reappointment of Linda Anderson, as a regular member, to the Planning and Zoning Commission, to serve a two-year term effective January 1, 2024.
- L. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property located at Highway 69, Denison, Texas more particularly described as G-0996 Rubio Ramon A-G0996, Acres 4.21 and G-1311 Wright William A-G1311, Acres 1,67, consisting of Property ID Nos. 113192 and 113351.
- M. Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property located at Highway 69, Denison, Texas more particularly described as being a part of the Ramon Rubio Survey, Abstract No. 996, 0.59 acres of land, consisting of Property ID No. 113202.
- N. Receive a report, hold a discussion and take action on a resolution for self-certification of legal authority, or other necessary action, for management agencies for Clean Water State Revolving Fund grant application.
- O. Receive a report, hold a discussion and take action on the reappointment of Stanley Thomas, Place 2, as a member of the Greater Texoma Utility Authority Board of Directors to serve a two-year term commencing January 1, 2024 and ending on December 31, 2025.

Council Action

On motion by Mayor Pro Tem Crawley, seconded by Council Member Hander, the City Council unanimously approved, Ordinance No. 5332, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING THE CITY'S FY2024 COMPREHENSIVE FEE SCHEDULE BY ADDING A FEE FOR THE LIQUID WASTE TRANSPORT PERMIT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS

ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC IN ACCORDANCE WITH STATE LAW”; and the rest of the Consent Agenda as presented.

5. PUBLIC HEARINGS

- A. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to rezone an 11.446-acre portion of the tract identified as GCAD Property ID No. 151234 from the MF-1, Multi-Family Residential (MF-1) and Commercial (C) District partially within the Austin Avenue Overlay (AO) to a Planned Development District (PD) partially within the Austin Avenue Overlay (AO) with a base zoning of MF-1, Multi-Family Residential (MF-1) to allow for multi-family residential use. (Case No. 2023-119PD)

Council Action

Dianne York, Planner, introduced this agenda item. This item is a request to rezone tracts of land in the southeast quadrant of South Eisenhower Parkway and South Fannin Avenue to a Planned Development Overlay District to allow for multifamily uses. The subject tract is currently zoned Multifamily-1 and Commercial. However, the applicant has requested a few deviations from the base zoning district which means we need a PD for this. The applicant wishes to construct thirteen (3) twelve-plexes on 13 individually platted lots. The minimum acreage that is required for multifamily development is 10 acres. These 13 lots will not meet the 10-acre requirement and, therefore, the applicant has requested a PD. Ms. York provided a concept plan of the layout of the twelve-plexes. Each unit will have access to a two-car garage and visitor parking will be provided via dedicated spaces throughout the development. The development will also provide residents with open space, which is somewhat depicted on the concept plan, as well as a pool, a playground and dedicated sidewalks allowing for connectivity from the units to the open spaces. All of these amenities will be maintained by a property owners association. Access to this development is provided off of South Eisenhower Parkway. At the southern portion of the property, there is a second point of access that will go out to South Fannin Avenue through a single-family development that the applicant is currently working on. A traffic impact study will be required at the time of preliminary plat given the proximity to a TxDOT right of way. While this request complies with the comprehensive plan, and Staff recommends approval of the request, the Planning and Zoning Commission recommended approval with a development standard they requested be changed and their recommendation at the time was in regard to side yard setbacks. At the Planning and Zoning Commission meeting, the applicant requested that a side yard setback for structures be four feet and any structures that were adjacent to the public right of way, be five feet. Staff recommended at least expanding the side yard setback for public right of ways to 15 feet and the Planning and Zoning Commission felt that it was necessary to expand but to make it 10 feet. So, while the Planning and Zoning Commission recommended approval, they also recommended side yard setback for structures be five feet with 10 feet required for those structures that were adjacent to public right of way just to help with visibility for any drivers or pedestrians. All of the structures will have an exterior constructed of 75% masonry products and all landscaping and perimeter screening, if necessary, will comply with the City of Denison zoning ordinance.

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

There was no discussion or questions from Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Thomas, the City Council unanimously approved Ordinance No. 5333, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF DENISON, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY CHANGING THE ZONING CLASSIFICATION FROM MULTI-FAMILY-1 RESIDENTIAL (MF-1) DISTRICT AND COMMERCIAL (C) DISTRICT PARTIALLY WITHIN THE AUSTIN AVENUE OVERLAY (AO) TO PLANNED DEVELOPMENT (PD) DISTRICT PARTIALLY WITHIN THE AUSTIN AVENUE (AO) OVERLAY WITH BASE ZONING OF MULTI-FAMILY RESIDENTIAL DISTRICT (MF-1) ON AN APPROXIMATELY 11.446-ACRE PORTION OF THE TRACT IDENTIFIED AS GCAD NO. 151234, SAID PROPERTY BEING LEGALLY DESCRIBED AS BEING SITUATED IN THE WILLIAM OLDHAM SURVEY, ABSTRACT NO. 919, CITY OF DENISON, GRAYSON COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 25.366 ACRE TRACT OF LAND DESCRIBED BY DEED TO GRANITE INDUSTRIES, LLC, GRAYSON COUNTY, TEXAS, RECORDED AS INSTRUMENT NO. 2021-42105, DEED RECORDS OF GRAYSON COUNTY, TEXAS; BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A-1" AND DEPICTED IN EXHIBIT "A-2"; PROVIDING DEVELOPMENT STANDARDS, ATTACHED HERETO AS EXHIBIT "B"; PROVIDING A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING, AND SAVINGS CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW."

- B. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance to amend Planned Development Ordinance No. 5166 to add an additional 1.644 acres to the existing PD and to include the base zonings of Single-Family Residential District (SF-5), Single-Family Residential District-Attached (SF-TH), Multi-Family Residential District (MF-1), Multi-Family Residential District (MF-2), and Commercial District (C) on the approximately 28.36-acre tract, commonly known as 3400 W. Crawford Street. (Case No. 2023-118PD)

Council Action

Dianne York, Planner, stated the applicant is requesting. The applicant is requesting or seeking to amend the existing PD overlay district that is accompanying this are on this property to allow for a mixed-use development to include commercial spaces and several types of residential uses, as well as dedicated open space and amenities. The subject property will be divided into two tracts of land. Tract one, which is located on the east side of the property along Lillis Lane, will allow for the development of a mixture of residential uses to include single family townhomes and duplexes. The base zoning districts have been established for each use providing development standards for both owner occupied and

units that are going to be retained for rental purposes. A property owners association will also be established to maintain any perimeter fencing, open spaces or amenities for tract one. We do not have a concept plan that we typically have for these planned developments that show specific areas or acreage allotted for these residential uses. However, staff felt the development standards discussed and agreed upon between the applicant and staff were strong enough to move forward without that concept plan. However, at the time of preliminary plat, those residential uses will have to be established so that we can move forward with the appropriate construction plans. Tract two, located on the west side of the property along US 75 and Crawford, will allow for the development of commercial uses and Multifamily-2, the uses that are allowed are located within our use regulation chart, Section 20 849. However, the PD does establish some prohibited uses. Those uses include self-storage, mini warehouse self-storage, auto dealer, new or used auto repair, major or minor, carwash, pawnshop, trailer rental, RV sales, and single family attached or detached development. The goal with the multifamily tract is to construct an apartment complex. With this structure, one of the development standards is listed within the plan development document. The structure will have an exterior that will have a minimum of 80% masonry. All the commercial structures will have a minimum exterior constructed at 75% masonry. Landscaping requirements will meet the zoning code. However, the applicant has proposed a 20-foot landscape buffer for the properties that are adjacent to US 75. The ordinance requires a 30-foot landscape buffer and staff felt like this was a good deviation from that standard. There will also be a property owners association for this tract to maintain any open spaces, amenities or private infrastructure. The PD provides for a minimum of five acres of open space for both tracts as well as a series of trails connecting the open space to the surrounding residential uses. Additional amenities include playground areas and a trailhead parking lot. The multifamily complex proposed in tract two will include a pool and amenity center for those residences. This request does comply with the comprehensive plan. Staff recommends approval of the request and the Planning and Zoning Commission recommended approval as well.

Council Member Massey asked if all that was being considered today with the addition of 1.64 acres to the existing PD, as that is how it reads. Julie Fort, City Attorney, responded that the consideration is for inclusion of the 1.64 acres and the base zonings of 28.36.

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 Thorne, the City Council unanimously approved Ordinance No. 5334, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF DENISON, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY AMENDING PLANNED DEVELOPMENT ORDINANCE 5166 TO ADD AN ADDITIONAL 1.644 ACRES TO THE EXISTING PD, AND TO INCLUDE THE BASE ZONINGS OF SINGLE-FAMILY RESIDENTIAL DISTRICT (SF-5), SINGLE-FAMILY RESIDENTIAL DISTRICT— ATTACHED (SF-TH), MULTI-FAMILY RESIDENTIAL DISTRICT (MF-1), MULTI-FAMILY RESIDENTIAL DISTRICT (MF-2), AND COMMERCIAL DISTRICT (C) ON THE APPROXIMATELY 28.36-ACRE TRACT LEGALLY DESCRIBED AS

SITUATED IN THE SPENCER RICE SURVEY, ABSTRACT NO. 1037, CITY OF DENISON, GRAYSON COUNTY, TEXAS, BEING ALL OF ALL OF THE CALLED 23.556 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO 23 LILLIS SPV, LLC RECORDED IN INSTRUMENT NO. 2020-1726 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS, AND BEING ALL OF THE CALLED 3.709 ACRE TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO 23 LILLIS SPV, LLC RECORDED IN INSTRUMENT NO. 2020-18243 OF SAID OFFICIAL PUBLIC RECORDS, AND BEING ALL OF THE CALLED 0.207 ACRE TRACT OF LAND DESCRIBED IN GENERAL WARRANTY DEED TO 23 LILLIS SPV, LLC RECORDED IN INSTRUMENT NO. 2021-20792 OF SAID OFFICIAL PUBLIC RECORDS; SAID TRACT ALSO BEING ALL OF LOTS 1, 2, & 3, BLOCK 1 AND LOT 1, BLOCK 2, WESTLAKE LILLIS LANE ADDITION, AN ADDITION TO THE CITY OF DENISON ACCORDING TO THE PLAT RECORDED IN INSTRUMENT NO. 2022-34 OF SAID DEED RECORDS, GRAYSON COUNTY, TEXAS; AND, BEING COMMONLY KNOWN AS 3400 W. CRAWFORD STREET; BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A-1" AND DEPICTED IN EXHIBIT "A-2"; PROVIDING DEVELOPMENT STANDARDS, ATTACHED HERETO AS EXHIBIT "B"; PROVIDING A CONCEPT PLAN, ATTACHED HERETO AS EXHIBIT "C"; PROVIDING FOR SEVERABILITY, REPEALING, AND SAVINGS CLAUSES; PROVIDING A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW."

- C. Receive a report, hold a discussion, conduct a public hearing, and take action on an Ordinance for a Conditional Use Permit within the Commercial (C) zoning district, to allow for a distribution center for property located at 307 W. Coffin. (Case No. 2023-116CUP)

Council Action

Dianne York, Planner, stated the applicant is seeking approval of a conditional use permit to allow for the operation of a distribution center for test labs for property located at 307 West Coffin Street. You all may know this building as the old health trend center and is currently zoned Commercial. The operations of Testa Labs include production of over-the-counter medicines such as gripe water and herbal supplements. The applicant would like to utilize the existing structure for mixing ingredients packaging and storage of products and distributing these products to retailers. No production of the actual products will take place on site. The proposed hours for Testa Labs will be Monday through Friday 8am to 5pm and they will have distribution trucks bringing raw materials as well as distributing package materials on bi weekly basis. The future land use plan calls for this property to be developed in a mixed commercial manner, which we feel meets that requirement. The property is mostly surrounded by commercial or local retail type zoning districts. However, towards the north that is adjacent to believe that single family five and multifamily to zoning districts. However, the northern portion of this property is undeveloped, as are those residential areas. If those areas were to be developed, they would have to abide by the zoning code and screen whatever is developed there. In addition to the request, the applicant is proposing improvements to the site and that includes the parking lot, as well as providing additional landscaping along Coffin Street. Given the location or the

proximity to South Eisenhower Parkway, staff does not anticipate any kind of traffic issues with any of the residential areas that is further to the west. Given all of this staff recommends approval of the request, as did the Planning and Zoning Commission at their meeting on January 9, 2024.

Council Member Hander asked Ms. York is a box truck is a small delivery truck and not a semi type truck. Ms. York confirmed it was a small delivery truck and asked the applicant to come forward to speak more about this.

Mr. Mnajed came forward and provided the following information for the record:

Name: Yahya Mnajed

Address: 15195 Snowset Drive
Frisco, TX

Mr. Mnajed stated a box truck is a small truck to get the ingredients. It is not a semi-truck.

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

There was no discussion or questions from Council.

On motion by Mayor Pro Tem Crawley, seconded by Council Member Hander, the City Council unanimously approved Ordinance No. 5335, "AN ORDINANCE OF THE CITY OF DENISON, TEXAS, PROVIDING FOR SPECIFIED CHANGES IN THE OFFICIAL ZONING MAP OF THE CITY OF DENISON, TEXAS; PROVIDING FOR A CONDITIONAL USE PERMIT FOR A DISTRIBUTION CENTER IN THE COMMERCIAL (C) DISTRICT ON THE PROPERTY DESCRIBED IN EXHIBIT A, BEING AN APPROXIMATELY 2.388 ACRE TRACT OF LAND LEGALLY DESCRIBED AS BEING LOCATED IN THE FAIRMOUNT ADDITION, BEING ALL OF LOTS 1, 2, 3, 14, 15, AND 16 AND THE ADJOINING 15 FOOT ALLEY, AND A PART OF LOTS 4 AND 5, ALL IN BLOCK 18; AND ALL OF LOTS 1 AND 16, AND PART OF LOTS 2, 3, AND 15 AND THE ADJOINING 15 FOOT ALLEY, ALL IN BLOCK 21; AND A PORTION OF THE RIGHTS-OF-WAY AT RUSK AVENUE, FLORENCE STREET, AND FORD STREET, OF FAIRMONT ADDITION TO THE CITY OF DENISON, GRAYSON COUNTY, TEXAS, ACCORDING TO THE DEED RECORDED IN VOLUME 84, PAGE 513, DEED RECORDS OF GRAYSON COUNTY, TEXAS; IDENTIFIED AS GCAD PROPERTY ID NO. 150067 AND BEING COMMONLY KNOWN AS 307 W. COFFIN STREET, CITY OF DENISON, GRAYSON COUNTY, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE."

6. ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Receive a report, hold a discussion and take action on accepting the resignation of Robert Crawley, Council Member Place 4, Single Member District 4.

Council Action

Robert Crawley, Mayor Pro Tem, announced that after much deliberation and many prayers and consultation with his wife, he has made the decision to resign his seat to run for the Denison Mayor in the May election. It is a true honor to serve the voters of Place 4 and he enjoyed his service with each and every one of the Council Members. So, the only reason he would consider resigning is to run for the office of Mayor of this great community. Mayor Pro Tem Crawley believes now is the time for continued strong leadership for all of Denison.

There was no discussion or questions from Council.

On motion by Council Member Courtright, seconded by Council Member Thorne, the City Council unanimously accepted the resignation of Mayor Pro Tem Crawley from Place 4 in order to run for the Mayor seat in the May 2024 election.

Mayor Gott stated, so everyone has clarity, that both Mayor Pro Tem Crawley and Council Member Hander, who automatically resigned when he publicly announced his run for Mayor, will both hold over in their places until a Special Election in May and replacements for each of them are elected. Christine Wallentine, City Clerk, added that the Special Election would be called at the February 5, 2024 City Council Meeting and that the application period for Single Member District 4, Place 4, and At Large, Place 6 will run from February 6, 2024 through March 4, 2024. Starting on Wednesday, January 17, 2024, the application period for Single Member District 1, Place 1, and Single Member District 2, Place 2 and At-Large, Place 7 (Mayor) will open and run through February 16, 2024.

7. PROJECT UPDATES

- A. Receive a report and hold a discussion on the Austin Avenue Corridor Study.

Council Action

Mary Tate, Director of Development Services, reported that staff has engaged Chris Lambka with Lambka and Associates to conduct a corridor study for Austin Avenue. We are looking one block south of the intersection of Highway 69 and Austin, and then a couple of blocks north of this intersection. What we are really doing is carrying over the inventory that was done for businesses that exist. This is the next step in the process. We are looking at how we utilize public space. So, we term it and plan the language and complete streets and that is how all people can use the streets and the public right of ways in a safe manner. We are looking at connectivity. We want to be able to see the kids cross the street safely. We want to make sure that the sidewalks are wide enough so that there's a barrier between the vehicles. Right now, we are just in the information gathering phase, looking at traffic counts, and the speed of the cars going by. We have learned the traffic counts aren't quite as high as we thought they were. Mr. Lambka is gathering all of this information right now. Our goal is to add some vibrancy, as well as tying it into the improvements that will be made by TxDOT. A little further south on Spur 503, they are looking at a road diet. So, they're also looking at reducing that space and beautifying it a little bit. We anticipate this planning study to be done in June. Although we don't have an end timeframe right now. We will hold some public engagement meetings as well as TxDOT meetings with their staff to make sure that we're all working together. This is just an informational update.

Once we have that study, then we'll start looking for the dollars to make the implementation possible.

There was no discussion or questions from Council.

No action taken. Informational item only.

- B. Receive a report and hold a discussion on pursuing a zoning ordinance rewrite.

Council Action

Mary Tate, Director of Development Services, stated staff is working toward a zoning ordinance rewrite. Ms. Tate reminded the Council they graciously allocated funding for this during the last budget workshop, and staff is pursuing this at the moment. The Request for Production (RFP) is ready to go. However, staff has learned of a grant through the Texas General Land Office that will pay for both the zoning ordinance and the comp plan. We would do the comp plan updates first then the zoning ordinance as a deliverable of that project. So, Ms. Tate would like to pursue this first, before moving forward with putting the RFP out to see if we can save some money. That grant is up to \$300,000 and does not require a match. So, this is in the City's best interest. Ms. Tate learned of this grant after the agenda item was posted. So, she wanted Council to know staff is working towards the comp plan updates as well as the zoning ordinance rewrite to make everything modernized and consistent.

There was no discussion or questions from Council.

No action taken. Informational item only.

- C. Receive a report and hold a discussion regarding proposed sign ordinance amendments.

Council Action

Mary Tate, Director of Development Services, stated staff is making some sign ordinance amendments. The sign ordinance falls under Chapter 19, and this is under the purview of the building official. We have found through the enforcement process, as well as the permitting process, that our sign ordinance is a little outdated, and that there are some contradictions and things that just don't match up. When someone comes in for a certain kind of sign, and it's not within our ordinance or our permitting software, we're struggling a little bit. So, we want to make sure that we are updating the definitions, adding some graphics into the sign ordinance, and doing some reducing of things such as the height of pole signs on US Highway 75. Currently, this is at 70 feet, and we would like to reduce it to 40 feet. We definitely know that we might get some pushback on some of these items, but we do feel it's in the best interest of our community to develop in a way that maintains some of our characteristics as we've talked about before. So, the council will see this ordinance coming back when staff has the final draft ready to go. It does incorporate opinions from multiple departments, so we are in the second round of getting those thoughts before it comes back to Council for approval.

There was no discussion or questions from Council.

No action taken. Informational item only.

8. EXECUTIVE SESSION

The Council then adjourned into Executive Session at 6:47 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 Boards and Commissions.
 - 2. Confer with City Attorney regarding City of Denison vs. Sherman Pro Auto Glass, LLC dba Pro Auto Glass, et. al., 397th Judicial District, Grayson County, Texas, Cause No. CV-21-0166.
- 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 7:09 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 Boards and Commissions.

Council Action

This item was pulled from the agenda. No action taken.

2. Confer with City Attorney regarding City of Denison vs. Sherman Pro Auto Glass, LLC dba Pro Auto Glass, et. al., 397th Judicial District, Grayson County, Texas, Cause No. CV-21-0166.

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 7:09 p.m.

JANET GOTT, Mayor

ATTEST:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a Resolution adopting guidelines for an amnesty program prior to the 2024 Warrant Round Up.

Staff Contact

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

Summary

- The Municipal Court will be participating in Warrant Round- Up the first weekend of March and into the first full week of March.
- The Court wishes to establish a temporary amnesty program to allow violators with outstanding warrants to reduce their fine(s) by donating cans of food or non-perishable food items to the City, who will then distribute those cans to local food banks.
- The proposed temporary amnesty program would run during the period of February 12, 2024, through March 1, 2024.

Staff Recommendation

Staff recommends approval of the resolution.

Recommended Motion

“I move to approve the resolution adopting guidelines for an amnesty program prior to the 2024 Warrant Round Up.”

Background Information and Analysis

The Municipal Court will be participating in Warrant Round-Up the first weekend of March and into the first full week of March. The Court wishes to establish a temporary amnesty program to allow violators with outstanding warrants to reduce their fine(s) by donating cans of food or non-perishable food items to the City, who will then distribute those donated items to a local food bank. By offering this amnesty program, it would allow violators and the City a chance to give back to the community and would reduce the burden on the City Marshal's and law enforcement by decreasing the number of outstanding arrest warrants.

The proposed temporary amnesty program would run during the period of February 12, 2024, through March 1, 2024. This is the Court's 4th year of providing the program which has been very successful in clearing outstanding warrants and generating canned good and nonperishable items for local food banks. This year the Court is proposing to increase the amount of reduction in fines to allow for inflation. Any violator with an arrest warrant and corresponding fine may bring ten (10) cans of food or non-perishable food items to the City for a \$75 reduction in the fine owed (previous years it was \$50), or twenty (20) cans of food or non-perishable food items for a \$125 reduction in the fine owed (previous years it was \$100), capping out at \$125 per defendant. Donated items may only be made during normal City business

hours at the Municipal Court window at City Hall. Upon conclusion of the amnesty program, the Municipal Court will return to regular enforcement of arrest warrants and fines.

Financial Considerations

The reduction in the fines would come out of any portion of funds allocated to the City through the citation. Last year resulted in about a \$3500 reduction of funds to the City.

Prior Board or Council Action

The City Council approved this program last February 6, 2023, and the previous years since the beginning of the program.

Alternatives

Council could deny, modify or table the item.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS ADOPTING GUIDELINES FOR AN AMNESTY PROGRAM PRIOR TO THE 2024 WARRANT ROUND-UP AND OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the “Council”) of the City of Denison, Texas (the “City”) wishes to establish a temporary amnesty program to allow violators with outstanding warrants to reduce their fine(s) by donating cans of food to the City, who will then distribute those cans to local food banks; and

WHEREAS, the Council wishes to reduce the burden on local law enforcement by decreasing the number of outstanding arrest warrants; and

WHEREAS, upon conclusion of the temporary amnesty program, the Council wishes City officials to return to regular enforcement of arrest warrants and fines.

NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

SECTION 2: Temporary Amnesty Plan Established. During the period of February 12, 2024, through March 1, 2024, any violator with an arrest warrant and corresponding fine may bring ten (10) cans of food to the City for a seventy-five-dollar (\$75) reduction in the fine owed. A violator with an arrest warrant and corresponding fine may bring twenty (20) cans of food to the City for a one hundred-twenty-five-dollar (\$125) reduction in the fine owed. Donations may only be made during normal City business hours at the Municipal Court window located on the 1st floor of City Hall, 300 W. Main St., Denison, Texas.

SECTION 3: Ending Date and Time for Temporary Amnesty Program. This temporary amnesty program shall conclude following the City’s close of business on March 1, 2024.

SECTION 4: Savings/Repealing. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provision of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 5: Effective Dates. This Resolution shall be in force and effect immediately upon final passage until the ending date of the temporary amnesty program specified herein, and it is so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS on this the 5th day of February 2024.

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 entering into Joint Election Agreements with Denison Independent School District (Contract No. 2024-0006) and the Grayson County Elections Administration (Contract No. 2024-0007) for the May 4, 2024 General and Special Elections, and authorize the Interim City Manager to execute the same.

Staff Contact

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

Summary

- For the past seven elections the City has contracted with the Grayson County Elections Administration to conduct the general election, any special election and local option election.
- The Elections Administration is responsible for a majority of the election services throughout early voting and election day.
- This allows for the cost to be shared between each entity holding an election, making it cheaper for the City to conduct the election.
- The School District, by law, is required to hold a joint election with the City.

Staff Recommendation

Staff recommends approval of the Joint Election Agreements.

Recommended Motion

“I move to approve entering into Joint Election Agreements with Denison Independent School District (Contract No. 2024-0006) and the Grayson County Elections Administration (Contract No. 2024-0007) and authorize the Interim City Manager to execute the same.”

Background Information and Analysis

For the past seven elections the City has contracted with the Grayson County Elections Administration to conduct the general election, any special election and local option election. The Elections Administration is responsible for a majority of the election services throughout early voting and election day. This allows for the cost to be shared between each entity holding an election, making it cheaper for the City to conduct the election. This year we will have a general election for Single Member District 1, Place 1, Single Member District 2, Place 2, and At-Large, Place 7 (Mayor). In addition, due to the resignation of Council Member Hander and Mayor Pro Tem Crawley to run for the Mayoral seat, the Council will also call a Special Election for Single Member District 4, Place 4, and At-Large, Place 6. The School District, by law, is required to hold a joint election with the City. The School District is responsible for all of their election materials and payments.

Financial Considerations

The election costs are estimated to be \$8,800.00, which are budgeted out of the General Fund.

Prior Board or Council Action

The same arrangements for the previous seven elections have been approved.

Alternatives

None.

**JOINT ELECTION AGREEMENT BETWEEN THE
DENISON INDEPENDENT SCHOOL DISTRICT AND
THE CITY OF DENISON, TEXAS**

THIS JOINT ELECTION AGREEMENT (“Agreement”) is made this 16 day of January 2024, by and between the Denison Independent School District (“Denison ISD”) and the City of Denison, Texas (the “City”), collectively referred to herein as “the Parties”.

RECITALS

WHEREAS, Denison ISD and the City are each political subdivisions of the State of Texas; and

WHEREAS, Denison ISD plans to hold a Board of Trustees Election on May 4, 2024; and

WHEREAS, the City plans to hold a City Council Election on May 4, 2024; and

WHEREAS, Texas Education Code §11.0581 (a) requires that an election for trustees of an independent school district be held on the same date as the election for members of the governing body of a municipality located in the school district or the general election for state and county officers; and

WHEREAS, the Texas Education Code §11.0581 (b) requires that the District Trustee elections under §11.0581 (a) be conducted jointly, and in accordance with Chapter 271 of the Texas Election Code; and

WHEREAS, the Texas Election Code §41.001 sets forth the uniform election days (“Election Day”); and

WHEREAS, the Texas Election Code §271.002 authorizes the governing bodies of political subdivisions to enter into an agreement to hold joint elections in precincts that can be served by common polling places; and

WHEREAS, the Texas Election Code §271.003 allows political subdivisions to utilize common polling places outside the boundary of a political subdivision if the location can adequately and conveniently serve voters and facilitate the orderly conduct of the election; and

WHEREAS, Denison ISD and the City desire to hold a joint election as set forth in this Agreement, and further desire to enter into a separate election services agreement with Grayson County; and

WHEREAS, the Parties to this Agreement serve voters within overlapping territory, and it would benefit the City, Denison ISD and the citizens and voters thereof, to hold the elections jointly in the election precincts that can be served by common polling places insofar as possible.

AGREEMENT

NOW, THEREFORE, in consideration of and subject to the following terms and provisions, the agreement set forth below is entered into by and between the City, acting by and through its City Council, and Denison ISD, acting by and through its Board of Trustees.

1. Scope. This Agreement covers the conduct of the City's regular election and Denison ISD's general trustee election, which is to be held on Election Day, May 4, 2024, jointly for the voters in the City of Denison and Denison ISD. The Parties agree to enter into a contract with Grayson County Election Administration for the May 4, 2024, election, ("County Election Services Agreement"), attached hereto and incorporated by reference as Exhibit "A". In the event of a conflict between the terms of this Agreement and the Joint Election Agreement found in Exhibit "A", the terms of the Grayson County Election Services Agreement shall govern.
2. Common Polling Places. Both agree to designate in each party's respective election order a common polling place, specifically the Grayson County Sub-Courthouse at 101 West Woodard, Denison TX 75020, for early voting and Election Day in accordance with the Texas Election Code. Parties acknowledge that Grayson County in the County Election Services Agreement may designate other locations.
3. Ballots. City and Denison ISD shall share, whenever possible, ballots containing all the offices or propositions stating measures to be voted upon in the joint election.
4. Joint Obligations of City and Denison ISD. Denison ISD and the City agree to share the elections administration costs equally and as set forth in Exhibit "B", and among other provisions of the County Elections Service Agreement attached hereto.
5. Separate Obligations of City and Denison ISD. Denison ISD and the City agree to separately be responsible for all duties set forth in Section II of the County Election Services Agreement attached hereto.
6. Order, Resolution, or Other Official Action. Each party, by its signature below, represents that it has passed any governing body action, ordinance, resolution, or agreement necessary to legally authorize its entering into this Agreement.
7. Miscellaneous Provisions.
 - a. The purpose and intent of this Agreement is compliance with Texas Education Code §11.0581, requiring a school district to have joint elections with a municipality located within the boundaries of such district.
 - b. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Grayson County, Texas.

- c. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such was invalid, illegal, or unenforceable provision had never been contained herein.
- d. The Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, and any other entities with local jurisdiction.
- e. A waiver by any Party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- f. This Agreement may be cancelled, with or without cause, by any Party by written notice.
- g. Any amendment to this Agreement shall be of no force and effect unless in writing and signed by the Parties hereto.
- h. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered s of the 16 day of January 2024.

DENISON INDEPENDENT SCHOOL DISTRICT

CITY OF DENISON, TEXAS

President, Board of Trustees

Bobby Atteberry, Interim City Manager

Attest:

Attest:

Secretary, Board of Trustees

Christine Wallentine, City Clerk

Exhibit "A"

Grayson County Contract for Election Services

Exhibit "B"

Election Administration Services Costs

**City of Denison and Denison Independent School District
and
Grayson County Election Administration**

CONTRACT FOR ELECTION SERVICES- May 4, 2024 Election

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF DENISON (the "City") and DENISON INDEPENDENT SCHOOL DISTRICT (the "School") and the ELECTIONS ADMINISTRATOR OF GRAYSON COUNTY (the "EA"), pursuant to the authority in Subchapter D, Section 31.091, of Chapter 31, of the Texas Election Code, agree to the following terms in regard to administration of the City/School Election to be held on May 4, 2024. The City and School named above will enter into a Joint Election Agreement under the authority of Section 271 of the Texas Election Code.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. PRINCIPAL DUTIES AND SERVICES OF THE EA. The EA shall be responsible for performing the following duties and shall furnish the following services and equipment:

The EA shall arrange for appointment, notification, training and compensation of all presiding judges, clerks, supervisor of Central Count and judge of the Early Voting Ballot Board.

1. The EA shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge of his or her appointment. Mail ballots will be processed as per applicable election code by a Ballot Board appointed by the EA.
2. Training will be provided for any workers that have no previous elections experience. The training will be held in standard procedures as set forth by the Secretary of State and will include training on the Election Systems and Software (ES&S) voting system and Votesafe electronic pollbooks.
3. Each election judge shall receive \$12.00 per hour for services rendered. Each alternate judge shall receive \$11.00 per hour and clerks shall receive \$10.00 per hour for services rendered. Members of the ballot board shall receive \$12.00 per hour for services rendered.

The EA shall procure, prepare, and distribute all election equipment and supplies.

1. The EA shall provide all lists of registered voters required for use on Election Day and for the early voting period required by law. The list of registered voters will be programmed on electronic pollbooks.
2. The EA shall prepare and arrange for the distribution of all election equipment and supplies required to hold an election.
3. The EA shall arrange for the use of all early voting and Election Day polling places.

The EA shall be appointed as the Early Voting Clerk by the entities.

1. The EA shall supervise and conduct early voting by mail and in person and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the time period and at the locations listed in Exhibit A attached and incorporated by reference into this contract.
3. All applications for an Early Voting mail ballot shall be received and processed by the Grayson County Elections Administrator's office located at 115 W. Houston St., Sherman, Texas 75090 or by email at votegrayson@co.grayson.tx.us or by fax to 903-891-4370. Applications for mail ballots received by the City or School shall immediately be faxed to the EA for timely processing. The original application shall then be forwarded to the EA for proper retention.

The EA shall be responsible for establishing and operating Central Count to tabulate election results.

1. The EA shall prepare, test and run the County's Tabulation System in accordance with the statutory requirements.
2. The Public Logic and Accuracy Test of the electronic voting system shall be conducted by the EA and notice of the date shall be posted in a local newspaper.
3. Election night reports will be available to each entity after tabulation is completed. Early voting results will be released to each entity after 7 pm on Election Day if requested. Provisional ballots will be tabulated after election night in accordance with the law.
4. The EA shall prepare the unofficial canvass report after all results have been counted and will provide a copy of the unofficial canvass to each entity as soon as possible after all returns have been tallied.
5. The EA shall conduct a manual count as prescribed by Section 127.201 of the Texas Election Code and submit a report to the Secretary of State in a timely manner, unless waived by the Secretary of State.
6. The EA shall be the custodian of the voted ballots and shall retain all election materials for a period of 22 months pursuant to applicable election codes.

II. PRINCIPAL DUTIES AND SERVICES OF THE CITY AND THE SCHOOL. The City and the School shall assume the following responsibilities:

- A. Prepare the election orders, resolutions, notices, official canvass and other pertinent documents for adoption by the appropriate office or body. They shall arrange for publication of their respective notices as required by law.
- B. If requested, shall provide the EA with an updated map and street index of its jurisdictions in an electronic or printed format.
- C. Provide the EA with the ballot layout and Spanish interpretation in an electronic format that can be transmitted via e-mail. Word format works best for programming purposes.
 1. Deliver to the EA as soon as possible, but no later than March 1, 2024, the official ballot wording for the May 4, 2024 Election.
 2. Approve the ballot format prior to the final printing and programming.
- D. Compensate the EA for any additional verified cost incurred in the process of running this election or for a manual count of this election, if required.
- E. Reimburse Grayson County for the entities' portion of the printing costs and programming of any and all related materials for ballots, early voting, election day voting, election kits, and for the ES&S voting machines. Agree to pay an administrative fee not to exceed ten percent (10%) of the City and School's portion of the total cost of the election.
- F. The EA will submit invoices to the City and School not later than 45 days after the election and the entities will submit payment within 45 days of receipt of the invoice. A cost estimate is set forth in Exhibit B attached and incorporated into this contract.
- G. In the event of a contested election, agree to provide competent legal counsel and representation for the EA and staff, covering any and all legal fees and costs as a result of this elections process.
- H. In the event of a recount, agrees to reimburse any expenses incurred by the EA's office not covered by the charges assessed to the person requesting the recount. This would include, but not be limited to the compensation costs of any Grayson County Election personnel required to work beyond regular office hours in order to conduct said recount of this election. The recount shall take place at the EA's office and the EA's office shall assist the Recount Supervisor and/or Recount Coordinator in the completion of the recount.
- I. If required by law, prepare and submit to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, any required submissions on voting changes. (Submission to the Dept. of Justice is not required by law as of the signing of this contract.)

III. GENERAL PROVISIONS.

- A. The City and School agree to save and hold harmless the EA from any and all claims arising out of the failure or omission of the City or School to perform its obligations under this contract.
- B. The EA agrees to save and hold harmless the City and School from any and all claims arising out of the failure or omission of the County and the EA to perform their obligations under this contract.
- C. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the May 4, 2024 Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- D. Upon request, the EA shall provide copies of all invoices, cost reports and other charges incurred in the process of administering said election for the City and School.
- E. The EA shall file copies of this contract with the County Auditor and the County Treasurer of Grayson County, Texas.
- F. If either entity cancels their election pursuant to Section 2.05 of the Texas Election Code, they will not be liable for any further costs incurred by the EA in conducting the May 4, 2024 Election.

EXECUTED THIS 16 DAY OF January, 2024.



Denison ISD

City of Denison

Grayson County Elections Administrator

Exhibit "A"

(Sites may be added if countywide polling places are utilized.)

EARLY VOTING

POLLING PLACE	ADDRESS	CITY
Grayson County Sub Courthouse	101 W. Woodard	Denison
DATE	DAY	TIME
April 22-26	Monday-Friday	8:00 am-5:00 pm
April 29-30	Monday-Tuesday	7:00 am-7:00 pm

ELECTION DAY

POLLING PLACE	ADDRESS	CITY
Grayson County Sub Courthouse	101 W Woodard	Denison
Parkside Baptist Church	301 N Lillis Lane	Denison
DATE	DAY	TIME
May 4	Saturday	7:00 am-7:00 pm

Ballot by mail applications may be submitted by mail to:

Grayson County Early Voting Clerk
115 W. Houston
Sherman, TX 75090

Or by e-mail: votegrayson@co.grayson.tx.us (If submitted by e-mail; original must be received by the office within 4 business days.)

Or by fax: 903-891-4370 (If submitted by e-mail; original must be received by the office within 4 business days.)

Last day to submit an application for ballot by mail: Tuesday, April 23, 2024.

Exhibit "B"

Cost Estimate-May 2024

DESCRIPTION	AMOUNT
*Early Voting Workers (1 Judge; 1 Alt. Judge; 1 Clerk)	2,500.00
*Election Day Workers (1 Judge; 1 Alt. Judge; 1 Clerk)	1,000.00
*Voting Machine Rental (4 Ballot Marking Devices-same devices used early voting & Election Day)	800.00
*Scanner Rental (1 for early voting & 2 for Election Day)	900.00
*Polling Location Supplies-Early Voting & Election Day	150.00
*Equipment and Supply Delivery; Site Support	150.00
Mail Ballots, Ballot Processing and Ballot Board	200.00
Logic and Accuracy Testing, Electronic Media Rental and Election Results Tabulation	500.00
Programming for Electronic Voting Machines (ES&S)	1,800.00
SUBTOTAL	8,000.00
10% Administrative Fee	800.00
*If two entities hold a joint election these fees will be shared.	
ESTIMATE TOTAL	8,800.00

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on an ordinance calling a Special Election for the purpose of electing a City Council Member for Place 6, At-Large, and a Council Member for Place 4, Single Member District 4, each to serve the remainder of an unexpired term until the next regular City Council election in May 2025, in conjunction with a General Election to be held jointly with the School District sharing polling locations only, on Saturday May 4, 2024, for the purpose of electing a Council Member for Single Member District 1, Place 1, a Council Member for Single Member District 2, Place 2 and Place 7 (Mayor), At-Large, each to serve a three year term.

Staff Contact

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

Summary

- The uniform election date for the General Election will be on Saturday, May 4, 2024.
- Place 1, Single Member District 1, Place 2, Single Member District 2 and Place 7 (Mayor), At Large, have terms expiring in May.
- In addition, due to the resignation of Council Member Hander and Mayor Pro Tem Crawley, there will need to be a Special Election on May 4, 2024, for Single Member District 4, Place 4, and Place 6, At Large.
- Early voting will be conducted from April 22 – April 26, 2024, from 8:00 am - 5:00 pm and April 29 – April 30, 2024 from 7:00 am - 7:00 pm.
- The polling locations on Election Day will be the Grayson County Sub-Courthouse, 101 W. Woodard, Denison, Texas and Parkside Baptist Church, 301 N. Lillis Lane, Denison, Texas.

Staff Recommendation

Staff recommends adoption of the ordinance calling the General and Special Elections for May 4, 2024.

Recommended Motion

“I move to adopt the ordinance calling a Special Election for the purpose of electing a City Council Member for Place 6, At-Large, and a Council Member for Place 4, Single Member District 4, each to serve the remainder of an unexpired term until the next regular City Council election in May 2025, in conjunction with a General Election to be held jointly with the School District sharing polling locations only, on Saturday May 4, 2024, for the purpose of electing a Council Member for Single Member District 1, Place 1, a Council Member for Single Member District 2, Place 2 and Place 7 (Mayor), At-Large, each to serve a three year term.”

Background Information and Analysis

The uniform election date for the General Election will be on Saturday, May 4, 2024. Place 1, Single Member District 1, Place 2, Single Member District 2 and Place 7, At Large, have terms expiring in May. In addition, due to the resignation of Council Member Hander and Mayor Pro Tem Crawley, there will need to be a Special Election on May 4, 2024, for Single Member District 4, Place 4, and Place 6, At

Large. Early voting will be conducted from April 22 – April 26, 2024, from 8:00 am - 5:00 pm and April 29 – April 30, 2024 from 7:00 am - 7:00 pm. The polling location for early voting will be the Grayson County Sub-Courthouse, 101 W. Woodard Street, Denison, Texas. The polling locations on Election Day will be the Grayson County Sub-Courthouse, 101 W. Woodard, Denison, Texas and Parkside Baptist Church, 301 N. Lillis Lane, Denison, Texas.

Financial Considerations

The cost of the election is estimated to be \$8,800 and is budgeted out of the General Fund.

Prior Board or Council Action

The City Council calls the general election every year.

Alternatives

None.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DENISON, TEXAS, CALLING A JOINT GENERAL ELECTION, WITH GRAYSON COUNTY ON SATURDAY, MAY 4, 2024 FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER, PLACE 1, SINGLE MEMBER DISTRICT 1, A COUNCIL MEMBER, PLACE 2, SINGLE MEMBER DISTRICT 2, AND PLACE 7 (MAYOR), AT LARGE, EACH FOR THREE (3) YEAR TERMS FOR SAID CITY; AND A SPECIAL ELECTION FOR THE PURPOSE OF ELECTING A CITY COUNCIL MEMBER, PLACE 6, AT LARGE, AND A COUNCIL MEMBER, PLACE 4, SINGLE MEMBER DISTRICT 4, EACH TO SERVE THE REMAINDER OF AN UNEXPIRED TERM UNTIL THE GENERAL ELECTION IN MAY 2025, ; PROVIDING RESIDENCY REQUIREMENTS FOR CANDIDATES; DESIGNATING THE POLLING PLACES, DATE, AND TIME OF SAID ELECTIONS AND VOTING PERIODS; PROVIDING FOR BALLOT APPLICATION PROCEDURES; DESIGNATING FILING DEADLINES; PROVIDING INFORMATION FOR EARLY VOTING; PROVIDING THAT SUCH ELECTION SHALL BE ADMINISTERED BY THE GRAYSON COUNTY ELECTIONS ADMINISTRATOR, PURSUANT TO A CONTRACT WITH THE CITY, THE TEXAS ELECTION CODE, AND THE TEXAS CONSTITUTION; PROVIDING INFORMATION FOR CANVASSING; ORDERING NOTICES OF ELECTION TO BE POSTED AND PUBLISHED AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; PROVIDING A SAVINGS/REPEALING CLAUSE AND SEVERABILITY CLAUSE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Section 41.001 of the Texas Election Code, as amended (the “Code”) specifies that the second Saturday in May shall be a “uniform election date” and that a general or special election of a city may be held on such day.

SECTION 2. That a joint general election (the “General Election”) in conjunction with a special election (the “Special Election”) (collectively the “Election”) shall be held in and throughout the City of Denison, Texas (the “City”), on Saturday, the 4th day of May, 2024 between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of electing the following officers of said city:

COUNCIL MEMBER, PLACE 1 (Single Member District 1, Place 1)
COUNCIL MEMBER, PLACE 2 (Single Member District 2, Place 2)
COUNCIL MEMBER, PLACE 7 (At Large, Place 7 - Mayor)
COUNCIL MEMBER, PLACE 4 (Single Member District 4, Place 4)
COUNCIL MEMBER, PLACE 6 (At Large, Place 6)

SECTION 3. That, as provided in Section 2.01 of the Denison City Charter, as amended on January 19, 1985, the term of office for the Council Members to be elected to Places 1, 2 and 7

shall be for three (3) years. The Council Member to be elected to Place 6 and Place 4 each shall serve the remainder of an unexpired term until the general election in May 2025.

SECTION 4. The candidates for Places 1, 2 and 4 shall be residents of Single Member Districts One, Two, and Four, respectively, and shall be elected by majority vote of voters residing in their respective district. The candidates for Place 6 and Place 7 shall be residents of the City of Denison and shall be elected by a majority vote of the City at large.

SECTION 5. That this Election will be conducted jointly with Grayson County (the “County”) and will be administered for the City by the Grayson County Elections Administrator (the “Elections Administrator”). The Election shall be held in the Grayson County Sub-Courthouse, 101 West Woodard, Denison, TX, as designated by the Elections Administrator, on the date of May 4, 2024. Election voting locations may be added or removed as determined by the Elections Administrator and shall be incorporated herein without further need to amend this Ordinance. All resident qualified voters of the City shall be eligible to vote at the Election.

SECTION 6. In accordance with Section 143.007 of the Code, an eligible and qualified person may have his/her name printed upon the official ballot as a candidate for Places 1, 2 and 7 by filing his/her sworn application with the City Clerk not earlier than 8:00 a.m. January 17, 2024 and not later than 5:00 p.m. February 16, 2024.

In accordance with Section 201.054 of the Code, an eligible and qualified person may have his/her name printed upon the official ballot as a candidate for Places 4 and 6 by filing his/her sworn application with the City Clerk not earlier than 8:00 a.m. February 6, 2024 and not later than 5:00 p.m. March 4, 2024. Each such application for Places 1, 2, 4, 6 and 7 shall be on a form as prescribed by Section 141.031 of the Code.

The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Clerk as provided by Section 52.094 of the Code. Notice of the time and place for such drawing shall be given in accordance with the Code.

SECTION 7. That it is hereby ordered that early voting shall begin on April 22, 2024 and continue through April 30, 2024, at Grayson County Sub-Courthouse, 101 West Woodard Street, Denison, Texas. The dates and times for early voting shall be as follows:

April 22-26	Monday – Friday	8:00 a.m. – 5:00 p.m.
April 29–30	Monday – Tuesday	7:00 a.m. - 7:00 p.m.

The Elections Administrator shall be the Early Voting Clerk. Early voting locations may be added or removed as determined by the Elections Administrator and shall be incorporated herein without further need to amend this Ordinance.

Requests for ballot by mail applications may be submitted by mail or hand delivery to:

Grayson County Early Voting Clerk
115 W. Houston St.
Sherman, TX 75090

Applications for ballot by mail may also be requested from and emailed to the Early Voting Clerk at votegrayson@co.grayson.tx.us. Applications for ballot by mail must be received no later than Tuesday, April 23, 2024. Mail in ballots shall be received and processed in accordance with the dates and procedures provided in the Code.

SECTION 8. That voting at said Election shall be by use of an electronic voting machine. Ballots requested by mail shall be paper ballots that will be tabulated by hand in the manner required by the Code.

The Election shall be conducted in accordance with the Code and the Texas Constitution under the jurisdiction of the Elections Administrator pursuant to an election services contract between the City and the County, and other participating entities, if any, as described therein (the "Contract"), a copy of which shall be incorporated herein upon its final approval and execution by the City.

The Mayor, the City Manager, or a designee, is authorized to amend or supplement any and all contracts for the administration of the Election, including without limitation the Contract, to the extent required for the Election to be conducted in an efficient and legal manner as determined by the Elections Administrator and in accordance with the Code. In the event that no election is necessary, the City Secretary shall notify the County and shall present the City Council a resolution or ordinance cancelling the Election.

Pursuant to Section 67.003 of the Code, the City Council will canvass the election no later than May 15, 2024, but not earlier than the later of: (1) the third day after Election Day; (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States. Notice of the time and place for canvass shall be posted on the official bulletin board of the City in the same manner as required by the Open Meetings Act for City Council meetings in accordance with Chapter 551 of the Texas Local Government Code.

SECTION 9. House Bill 357 of the 88th Regular Session of the Texas Legislature amended Section 2.025 of the Code requiring the Texas Secretary of State to set the runoff date for all runoff elections resulting from elections held by local political subdivisions on the May 4, 2024 Uniform Election Date. The Secretary of State has designated Saturday, June 15, 2024 as the election date for all such runoff elections. Therefore, should there be a runoff election required, the date of such runoff election shall be June 5, 2024, which will be called by order of the City Council.

SECTION 10. The City Clerk is hereby authorized and directed to give notice of the Election hereby authorized and called in the manner and time as required by the Code.

SECTION 11. 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 12. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal, 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 Council 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 13. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Article 551.041, Texas Government Code.

SECTION 14. This Ordinance shall take effect immediately upon and after its passage and publication as provided by law.

AND IT IS SO ORDERED.

On motion by Council Member _____, seconded by Council Member _____, the above and foregoing Ordinance was passed and approved on this the 5th day of February, 2024, by the following vote:

Ayes:
Nays:
Abstentions:
Absent:

At regular meeting this 5th day of February, 2024.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on a Professional Engineering Services Agreement with Huitt-Zollars Inc. (Contract No. 2024-0008) to conduct and prepare a City Facility Needs Assessment in the amount of \$189,000 and authorize the Interim City Manager to execute all related documents.

Staff Contact

Fanchon Stearns, CIP/Engineer Manager Public Works
fstearns@cityofdenison.com
(903) 647-3335

Summary

- The City is in need of a comprehensive facility study to help with future planning and need identification.
- Huitt-Zollars completed phase 1 of the comprehensive facilities study in 2023 with a facilities condition assessment. This rated 7 facilities on physical condition, maintenance costs, and potential improvements costs.
- Phase 2 will build on the facilities condition assessment and include a needs assessment, including future staffing and equipment plans, that will provide options for repurposing, reconstructing, expansion or new construction.

Staff Recommendation

Staff recommends approval of the item.

Recommended Motion

“I move to approve the Professional Services Agreement with Huitt-Zollars Inc. to conduct and prepare a City Facility Needs Assessment in the amount of \$189,000 and authorize the Interim City Manager to execute all related documents.”

Background Information and Analysis

The City is in need of a comprehensive facility study to help with future planning and need identification. The organization is growing to meet the increasing and changing needs of the community. Huitt-Zollars completed phase 1 of the comprehensive facilities study in 2023 with a Facilities Condition Assessment. This rated 7 facilities on physical condition, maintenance costs, and potential improvements costs and was presented to the Council at the February 2023 Mid-Year Budget Update. Phase 2 will build on the facilities condition assessment and include a needs assessment, including future staffing and equipment plans, that will provide options for repurposing, reconstructing, expansion or new construction. The following facilities will be included in the condition assessment:

- SNAP Center - Senior/Community Center
- Police Station
- Fire Station No. 2
- City Hall

- Public Library
- Public Works Facility, with a consolidated layout

The schedule for the services will be completed within six (6) months upon notice to proceed. The assessment will include a questionnaire for each building encompassing the next twenty (20) years. Selected staff will give responses in all associated departments within the facilities included in this project. The plan will allow the City to strategically plan for new, renovated, and expanded facilities to help meet the needs and expectations of residents and businesses.

Financial Considerations

This project has been budgeted for in the FY24 General Fund.

Prior Board or Council Action

None.

Alternatives

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

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

Huitt-Zollars, Inc.

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to conduct a needs assessment and prepare a Conceptual Building Floor and Site Plans for the City of Denison, Grayson County, Texas, hereinafter referred to as the "Project"; and

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

Invoices – No payment to Engineer shall be made until the Engineer tenders an invoice to the City. The Engineer shall submit monthly invoices for services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or are to be mailed to City immediately upon the completion of each individual task listed in Exhibit "B." On all submitted invoices for services rendered and work completed on a monthly basis, if City so desires,

Engineer shall include appropriate background materials to support the submitted charges on said invoice. Such background materials shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to direct expenses. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.

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

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

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

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

Project Suspension – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Engineer shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs, and/or any other items prepared by Engineer in connection with this Agreement prior to Engineer receiving final payment. If the Project is resumed after being suspended more than three (3) months, the Engineer's compensation shall be equitably

adjusted as approved by the City. Any additional amounts paid to the Engineer after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

V. Information to be Provided by the City

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

VI. Obligations of the Engineer

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

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

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

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

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

Engineer's Personnel at Construction Site – The presence or duties of the Engineer's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City and/ or the City's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work.

The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

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

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

Construction Progress Payments – Recommendations by the Engineer to the City for periodic construction progress payments as set forth in Exhibit "A", to the construction contractor will be based on the Engineer's knowledge, information, and belief from selective sampling and observation that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the Engineer to ascertain that the construction contractor has completed the work in exact accordance with the Contract Documents; that the final work will be acceptable in all respects; that the Engineer has made an examination to ascertain how or for what purpose the construction contractor has used the moneys paid; that title to any of the work, materials, or equipment has passed to the City free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the City and the construction contractor that affect the amount that should be paid.

Any additional services beyond those specified herein or set forth in Exhibit "A" shall not be performed by Engineer unless requested by the City and mutually agreed upon by both parties in writing.

VII. Standard of Care

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

VIII. Insurance

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

- a) Required Professional Liability Insurance – Engineer shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that

maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) per claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

- b) Required General Liability Insurance - Consistent with the terms and provisions of Exhibit "D," City of Denison Contractor Insurance Requirements, Engineer shall maintain, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than Two Million and 00/100 Dollars (\$2,000,000.00) for each occurrence, and Five Million and 00/100 Dollars (\$5,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- c) Required Workers Compensation Insurance – Consistent with the terms and provisions of Exhibit "D," City of Denison Contractor Insurance Requirements, Engineer shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- d) Circumstances Requiring Business Auto – Consistent with the terms and conditions of Exhibit "D", Consultant shall maintain, at no expense to the City, a Business Auto Liability coverage insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of One Million and 00/100 Dollars (\$1,000,000.00). Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any

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

IX. INDEMNITY

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

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

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

X. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

XI. Assignment and Subletting

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

XII. Audits and Records

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

XIII. Contract Termination

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

XIV. Engineer's Opinion of Probable Construction Costs

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

XV. Ownership of Documents

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

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

XVI. Complete Contract

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

XVII. Mailing of Notices

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

Mr. Ronnie Bates
Public Works Director
City of Denison
P.O. Box 347
Denison, TX 75021

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

John Ho, P.E.
Vice President
Huitt-Zollars, Inc.
5430 LBJ Freeway, Suite 1500
Dallas, Texas 75240

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

XVIII. Miscellaneous


- A. **Immunity.** The parties agree that City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- B. **Cumulative Remedies.** All rights and remedies of the parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
- C. **Waiver of Breach.** A waiver by either party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.
- D. **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

- E. Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Grayson County, Texas.
- F. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- G. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.
- H. Authority to Execute. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- I. Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- J. Representations - Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its legal counsel.

SIGNED on the date indicated below.

HUITT-ZOLLARS, INC.

DATE: 1/2/2024

BY: 
John Ho, P.E.
Vice President

CITY OF DENISON, TEXAS

DATE: _____

BY: _____
Bobby Atteberry
Interim City Manager

EXHIBIT "A"

SCOPE OF SERVICES

Project Understanding

In preparing the City's Facility Master Plan, the City of Denison would like for Huitt-Zollars to conduct a needs assessment and prepare a Conceptual Building Floor and Site Plans for the following facilities:

1. Senior/Community Center
2. Police Station
3. Fire Station
4. City Hall
5. Library
6. Public Works Facility, with a consolidated layout

SCOPE OF SERVICES:

1.0 Basic Services:

Scope of Services shall include the following:

Task 1- Needs Assessment

- A. Prepare needs assessment questionnaires for each building encompassing the next twenty (20) years and present to the City for responses by selected City staff in all associated departments within the facilities included in this project.
- B. Review Responses to Questionnaires, City-Provided Department Staffing Organization Charts and City Vehicle Lists for each building and prepare for staff interviews
- C. Conduct interviews with selected City staff to review questionnaire responses and to obtain additional information that will impact the recommendations. The purposes of the interviews are to:
 - 1) Review City-provided organizational staffing charts
 - 2) Review City-provided fleet, trailer and equipment information
 - 3) Review existing operational philosophy and policies, procedures, and techniques
 - 4) Identify functional areas to be located at the existing facilities
 - 5) Discuss departmental and staffing adjacency requirements between functional areas
 - 6) Identify and evaluate opportunities to improve operational efficiency with focus on workflow, supervision, safety and public access if required.
 - 7) Identify best land use and maximize useable space
 - 8) Review the future needs of the City
 - 9) Review requirements for offices, conference rooms, storage, and other functions

- 10) Review administrative activities and requirements
- 11) Review communications, audio-visual & information technology requirements
- 12) Review preferred building systems, finishes, materials and FF&E
- 13) Review current and projected staffing plans
- 14) Review site and building security requirements, including, but not limited to, City Hall Council Chamber, Court Room, Second Floor Permitting and other areas within the City Hall; Police and Fire Department Buildings.
- 15) Review facility maintenance requirements that may affect material selection, plumbing, electrical, heating, ventilation, and air conditioning
- 16) Identify space requirements for operational functions in the project including:
 - 17) Offices, work staff, field crew and wellness areas with quantity, size, and type of spaces
 - 18) Storage (documents, secured, supplies, tools, parts, equipment, yard, covered, bulk materials, etc.)
 - 19) Maintenance bays, lifts, cranes, compressed air, lubrication, vehicle exhaust extraction,
 - 20) Identify parking requirements for City vehicles, equipment and trailers; employees; visitors; ADA and delivery vehicles
- 21) Huitt-Zollars shall develop a Space Plan for each facility (generic building layout, not site specific but could be modified to suit specific site configuration) to include:
 - 22) Identify space requirements for administrative, field and operations functions
 - 23) Requirements for offices, staff and crew areas, training rooms, locker rooms, conference rooms, maintenance bays, specialty shops, storage, break room, etc.
 - 24) Quantity, size, and type of spaces.
 - 25) Yard and Covered Storage
 - 26) Building and Site Circulation
 - 27) Identify parking requirements for City vehicles/trailers/equipment, employee, visitor, ADA and delivery vehicles

D. For each building, conduct a separate Blocking Session with City staff and our design team to review, investigate and evaluate a range of options before making critical decisions that will impact the design. Huitt-Zollars will prepare scaled blocks for each identified space requirement. These blocks shall be color coded for each section. During the Blocking Sessions, City staff will have the opportunity to layout the spaces identified on the space program plan for each building. Once a floor plan has been completed, the layout will be captured digitally, and another floor plan will be investigated as necessary. In addition, a scaled drawing of the site will be provided to similarly layout the site with buildings' locations, parking and access. The site layout will be developed with emphasis on safe and efficient circulation patterns, ingress and egress routes, and site area relationships to include facilities, vehicle parking,

employee and visitor parking, yard storage and deliveries. The floor layouts will emphasize functionality and efficient operations.

Task 2 - Prepare Facilities Conceptual Layout Plan

- A. Based on the information gleaned from the Condition Assessment previously prepared by Huitt-Zollars and the Needs Assessment, Huitt-Zollars will develop Conceptual Plans for site configuration and general building layouts. This will include options for repurposing, reconstructing, expansion or new construction. The site layouts will be developed with emphasis on safe and efficient circulation patterns, ingress and egress routes, and site area relationships to include facilities, vehicle parking, employee and visitor parking, yard storage and deliveries. The floor layouts will emphasize functionality and efficient operations. We will include the results of the blocking sessions for each facility and the site, current and projected operations, site requirements and access to and from the sites. A narrative will be provided for each building documenting the recommendations for each.
- B. Huitt-Zollars will also develop conceptual level project cost estimates and schedule for implementation.
- C. Huitt-Zollars will present a draft of the City's Facility Master Plan. Following receipt of comments from the City on the draft report, Huitt-Zollars will finalize the report and present the report to the City Council as required.

2.0 Exclusions:

- Topographic and Boundary Surveys
- Preparing Existing Site Layouts
- Lidar Imaging of Existing Facilities
- Final Design Services
- Construction Services
- Measured drawings of existing conditions
- Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Huitt-Zollars
- Fees associated with Agency Reviews, Plats, Recordation, Tax Certificates, Title Commitments, Private Utility Information, Permitting and/or Inspections
- Any other services not otherwise included in the Basic Services

3.0 City-Provided Services:

The City shall provide Huitt-Zollars with the following:

- A. Access to the Project Sites
- B. Current City Organizational Staffing Charts for each Department in each Building
- C. Current City Vehicles, Trailers, and Equipment – types, sizes and numbers
- D. Any Available Reports (ADA, HAZ MAT, etc.)

END OF SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF WORK

The schedule for the services associated with the Needs Assessment will be completed within six (6) months upon notice to proceed.

EXHIBIT "C"

COMPENSATION

Compensation shall be on a lump sum at **One Hundred Eighty-Nine Thousand Dollars (\$189,000)**. The parties to this agreement may modify or extend this budget by mutual written agreement.

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability	Statutory Limits per occurrence	CITY OF DENISON to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Premises/operations b) Independent contractors c) Products/completed operations d) Contractual liability e) Personal injury f) Explosion, collapse, underground g) Broad form property damage, to include fire legal liability	Bodily injury and property damage of \$2,000,000.00 per occurrence \$5,000,000.00 general aggregate or its equivalent in umbrella or excess liability coverage	<u>CITY OF DENISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles	Combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence or its equivalent	<u>CITY OF DENISON to be listed as ADDITIONAL INSURED and provided 30 DAY NOTICE OF</u>

c) Hired vehicles		<u>CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above.
4. Professional Liability Insurance	In an amount not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.	

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) may be faxed to the Purchasing Department.

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

With respect to the foregoing insurance,

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

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

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

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

AGREEMENT

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

Project/Bid# City of Denison Needs Assessment

Company: Huitt-Zollars, Inc.,

Printed Name: John Ho, P.E.

Signature:  Date: 01/02/2024

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion, and take action on an agreement in the amount of \$990,765 with CobbFendley (Contract No. 2024-0009) for design and construction support of the Perrin Estates Utility Improvements project, and authorize the Interim City Manager to execute all related documents.

Staff Contact

Fanchon Stearns, CIP/Engineering Manager

fstearns@cityofdenison.com

903-647-3335

Summary

- This project will include engineering for replacement and improvements to the water and wastewater utilities in the Perrin Estates neighborhood.
- Development of the design and construction plan is anticipated to take about 6 months, with construction potentially being phased as funding and neighborhood impact allows.

Staff Recommendation

Staff recommends approval of the item.

Recommended Motion

“I move to approve the agreement in the amount of \$990,765 with CobbFendley for design and construction support of the Perrin Estates Utility Improvements project, and authorize the Interim City Manager to execute all related documents.”

Background Information and Analysis

The City began this project in 2023 with some preliminary information gathered by another engineering firm. That contract has been closed out and the information provided to CobbFendley to develop constructable plans. CobbFendley will provide the City with engineering design for replacement of water and wastewater lines in the Perrin Estates neighborhood located at the Grayson County / North Texas Regional Airport. The streets within the project area include:

- Eisenhower Blvd. (from Twining Dr. to Vandenburg Dr.)
- Doolittle St. (from Twining Dr. to Eisenhower Blvd.)
- Vandenburg Dr. (from Pershing Dr. to Eisenhower Blvd.)
- Knob Hill Loop (off of Vandenburg Dr.)
- Twining Dr. (from MacArthur Dr. to Grayson Dr.)
- Pershing Dr. (from Twining Dr. to Grayson Dr.)
- Pershing Circle (off of Pershing Dr.)
- Pershing Circle South (off of Pershing Dr.)
- Mundt Dr. (from MacArthur Dr. to Twining Dr.)
- Mundt Circle (off of Mundt Dr.)
- MacArthur Dr. (from Pershing Dr. to Twining Dr.)

CobbFendley will provide professional engineering services as follows:

- Replacement of approximately 13,250 LF waterline
- Replacement of approximately 12,100 LF wastewater line
- Perform Level B SUE to located wastewater lines
- Perform topographic survey for wastewater lines
- Prepare ROW / Easement map of Perrin Estates Neighborhood
- Prepare legal metes & bounds for easements as required

This contract provides design of the project in one set of plans. Construction may be single phase or multi-phase as funds and neighborhood impact allows.

Financial Considerations

This project has been budgeted for in the Utility CIP.

Prior Board or Council Action

None.

Alternatives

Council may deny or table the item.

January 11, 2024

Fanchon Stearns
CIP / Engineering Manager
City of Denison
300 West Main Street
Denison, Texas 75020

AUTHORIZATION FOR PROFESSIONAL SERVICES

Re: Perrin Estates Utility Improvements

Dear Mrs. Stearns:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering design services for the referenced project. CobbFendley's services are to be performed for the sole benefit of the City of Denison, Texas ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley ("Engineer") with respect to this project.

CobbFendley will provide the Client engineering design for replacement of water and wastewater lines in the Perrin Estates neighborhood located at the Grayson County / North Texas Regional Airport. The streets within the project area include (also see Attachment B):

- Eisenhower Blvd. (from Twining Dr. to Vandenburg Dr.)
- Doolittle St. (from Twining Dr. to Eisenhower Blvd.)
- Vandenburg Dr. (from Pershing Dr. to Eisenhower Blvd.)
- Knob Hill Loop (off of Vandenburg Dr.)
- Twining Dr. (from MacArthur Dr. to Grayson Dr.)
- Pershing Dr. (from Twining Dr. to Grayson Dr.)
- Pershing Circle (off of Pershing Dr.)
- Pershing Circle South (off of Pershing Dr.)
- Mundt Dr. (from MacArthur Dr. to Twining Dr.)
- Mundt Circle (off of Mundt Dr.)
- MacArthur Dr. (from Pershing Dr. to Twining Dr.)

CobbFendley will provide professional engineering services as follows:

- Replacement of approximately 13,250 LF waterline
- Replacement of approximately 12,100 LF wastewater line
- Perform Level B SUE to located wastewater lines
- Perform topographic survey for wastewater lines
- Prepare ROW / Easement map of Perrin Estates Neighborhood
- Prepare legal metes & bounds for easements as required

It is understood that the items included in this scope of services consist of one project and will be prepared as a single set of contract documents and design plans and will be advertised and bid as one project.

COBB FENDLEY: ML CLIENT: _____

**Authorization for Professional Services
City of Denison
Perrin Estates Utility Improvements**

I. BASIC SERVICES

A. Conceptual Engineering (30%)

1. Conduct a project kick-off meeting with the Client staff.
2. Perform detailed site Investigation with design team and Client staff.
3. Obtain record drawings, studies, and planning documents from the Client that may have an impact on the project. Incorporate this data into the planning and design of the project.
4. CobbFendley will contact the franchise utility companies and use the information they provide to show their existing and proposed facilities on the design plans to help identify conflicts so early coordination for the relocation of the franchise utilities can be performed to help avoid conflicts during construction. CobbFendley will keep a log of franchise utility companies contacted and their response, if any.
5. Perform Level B SUE to locate the wastewater lines. (See II. B.)
6. Perform topographic survey (See II. A.) as required to supplement the survey prepared by KCI Engineering and provided to CobbFendley by the Client.
7. CobbFendley shall prepare the conceptual engineering plans including proposed horizontal alignments for the water and wastewater improvements.
8. The Client will provide the size of the proposed water and wastewater lines. No water system modeling / water line sizing or wastewater system modeling / wastewater line sizing will be performed by the Engineer.
9. Determine best construction methods (directional drilling, pipe bursting, open cut, etc..) to minimize disruption to pavement and adjacent property.
10. Prepare a ROW map showing the proposed alignments and required ROW / easements.
11. Provide the Client with a pdf file of the concept plans for review and approval. Generally, plan sheets shall be organized as follows:
 - a. Cover Sheet
 - b. Project Layout
 - c. Water Plan & Profile Sheets
 - d. Wastewater Plan & Profile Sheets
12. CobbFendley shall meet with the Client to discuss review comments for the conceptual submittal.

COBB FENDLEY: ML CLIENT: _____

**Authorization for Professional Services
City of Denison
Perrin Estates Utility Improvements**

13. Conceptual 30% Client review comments will be addressed in the 60% submittal. A second or follow up 30% submittal will not be made.

B. Preliminary Engineering (60%)

Upon approval of conceptual engineering plans, CobbFendley will prepare preliminary construction plans as follows:

1. Prepare preliminary project plan and profile sheets showing limits of water / wastewater line replacement. Profiles for existing ground at the centerline of water / wastewater lines will be shown with elevations of proposed alignment at appropriate locations.
2. Plans will be prepared to be printed full size on 22" x 34" paper and half size on 11" x 17" paper. Plans will be prepared at a 1"=20' H and 1"=5' V scale for plan and profile sheets (22" x 34" paper). Other sheets will be prepared at a scale determined to be appropriate by the engineer. Wastewater line plans will show plan and profile. Water line plans will only show plan view (Waterlines will not be profiled).
3. CobbFendley will prepare the design for the proposed wastewater lines including cleanouts, manholes, services connections, and capacity calculations.
4. CobbFendley will prepare the design for the proposed water lines including water valves, fire hydrants, and service connections.
5. Known existing utilities and utility easements will be shown on the plan and profile sheets. CobbFendley will coordinate with utility companies and submit pertinent plan sheets to private utility companies for review and utility clearance.
6. CobbFendley shall submit an updated preliminary estimate of probable construction cost.
7. Provide the Client with a pdf file of the preliminary construction plans for review and approval. Generally, plan sheets shall be organized as follows:
 - a. Cover Sheet
 - b. General Notes
 - c. Quantity Summary
 - d. Project Layout
 - e. Water Plan & Profile Sheets
 - f. Wastewater Plan & Profile Sheets
 - g. Water Standard Details
 - h. Wastewater Standard Details
 - i. General Standard Details
8. CobbFendley shall meet with the Client to discuss review comments for preliminary submittal.

COBB FENDLEY: ML CLIENT: _____

**Authorization for Professional Services
City of Denison
Perrin Estates Utility Improvements**

9. Preliminary 60% City review comments will be addressed in the 90% submittal. A second or follow up 60% submittal will not be made.

C. Pre-Final Phase (90%)

Upon approval of preliminary engineering plans, CobbFendley will further develop the plans and provide the following additional tasks for the pre-final construction plans:

1. Prepare a horizontal and vertical control plan that shows Northing, Easting, and elevation at control point and benchmarks, the proposed alignments, existing ROW and easement, proposed ROW and easements, property legal descriptions (Lot Nos., Block Nos., and Addition Names) along with property ownership.
2. Prepare an Erosion Control Narrative and Erosion Control Plan. It is the contractor's responsibility to prepare and submit the SWPPP and the NOI.
3. Prepare a suggested construction sequencing plan to minimize service disruption. The construction sequencing could be prepared as a narrative, a plan view, or both dependent on the complexity and clarity required. This scope / fee is based on preparing the construction sequencing plan as a narrative.
4. Prepare traffic control plan in accordance with MUTCD and / or identify standard traffic control plans and details provided by TxDOT, NCTCOG, or the Client. This scope / fee is based on providing standard traffic control details for lane closures and possible detours. The contractor will be required to submit a traffic control plan in accordance with MUTCD prepared and stamped by a Texas PE to be approved by the engineer and the City.
5. The project contract documents (front end), general conditions, and special conditions will be provided by the Client. Project Specifications will be prepared in accordance with the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction, latest edition. Any required specifications not included in the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be prepared separately and included in the bid documents.
6. CobbFendley will prepare the bid proposal forms (Project quantities) of the improvements to be constructed and included in the contract documents.
7. CobbFendley shall submit a pre-final estimate of probable construction cost with the plans.
8. Provide the Client with a pdf file of the pre-final plans for review and approval. Generally, plan sheets shall be organized as follows:
 - a. Cover Sheet
 - b. General Notes
 - c. Quantity Summary
 - d. Project Layout

COBB FENDLEY: ML CLIENT: _____

**Authorization for Professional Services
City of Denison
Perrin Estates Utility Improvements**

- e. Water Plan & Profile Sheets
- f. Wastewater Plan & Profile Sheets
- g. Construction Sequencing
- h. Traffic Control
- i. Erosion Control Narrative
- j. Erosion Control
- k. Water Standard Details
- l. Wastewater Standard Details
- m. General Standard Details
- n. Traffic Control Details

- 9. CobbFendley shall meet with the Client to discuss review comments for pre-final submittal.
- 10. Pre-Final 90% City review comments will be addressed in the 100% submittal. A second or follow up 90% submittal will not be made.

D. Final Engineering

- 1. Following approval of the pre-final plans, CobbFendley shall prepare final plans with the following additional tasks:
- 2. Address all Client comments and finalize all engineering drawings.
- 3. CobbFendley will finalize the bid proposal forms (Project quantities) of the improvements to be constructed, showing any alternate bid items and summary sheets.
- 4. CobbFendley will finalize the contract documents and technical specifications.
- 5. CobbFendley shall submit a final estimate of probable construction cost.
- 6. Furnish a pdf file of the drawings, specifications, and bid proposals marked "Preliminary" for approval by the Client.
- 7. Upon final approval, CobbFendley will provide pdf files for the plans and specifications.

E. Bidding Phase

- 1. This project will be bid as one project with one bid.
- 2. The Client will prepare the Notice to Bidders and provide to CobbFendley for use. The Client will publish the appropriate legal notice and be responsible for the cost for such publications.
- 3. Prepare and distribute plans electronically via CivCast and / or the Client's website.

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4. Maintain information on entities that have been issued a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request, with Client's permission.
5. Assist the Client by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders, if necessary.
6. Attend and assist in conducting the Pre-bid Meeting.
7. CobbFendley will assist the Client in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the Project. Recommend award of contract(s) or other actions as appropriate to be taken by the Client.
8. Assist the Client in issuing a Notice to Proceed to the construction contractor.

F. Construction Phase

Upon completion of the bid phase services, CobbFendley will proceed with the performance of limited construction phase services as described below. CobbFendley will endeavor to protect the Client in providing these services; however, it is understood that CobbFendley does not guarantee the Contractor's performance, nor is CobbFendley responsible for the supervision of the Contractor's operation and employees. CobbFendley shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. CobbFendley shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Furnish Client and Contractor a CD containing pdf files of the Conformed Contract Documents, Plans & Specifications for the project.
2. Provide the following hard copies of the Conformed Contact Documents to the City and Contractor:

	City	Contractor
Contract Documents & Specifications	2	2
Plans Half Size (11" x17")	2	2
Plans Full Size (22" x 34")	2	2

3. Assist the Client in conducting a pre-construction conference with the Contractor and review the construction schedule prepared by the Contractor pursuant to the requirements of the construction contract.

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4. Review Contractor's submittals including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the Project.
5. Based on CobbFendley's observations as an experienced and qualified design professional, Engineer will review the monthly Payment Requests and supporting documentation submitted by contractor and determine the amount that Engineer recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
6. Attend 12 monthly progress meetings with Client staff and the contractor to review the progress of the project. The monthly progress meetings will coincide with visits to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort CobbFendley will endeavor to protect the Client against defects and deficiencies in the work of Contractors and will report any observed deficiencies to the Client. Visits to the site in excess of the specified number are an Additional Service.
7. Conduct, in company with the Client's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the Contractor before recommendation of final payment. Assist the Client in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips is an Additional Service.
8. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. A pdf of the "Record Drawings" and the CADD files shall be provided by CobbFendley to the Clients

II. SPECIAL SERVICES

A. Field Surveying

Spooner and Associates, Inc. (S&A) will provide topographic and professional surveying services on the above mentioned project. The scope of work of the land surveyor shall be to supply all supervision, technical labor, equipment, services, tools, consumables, insurance, and pay any applicable sales/use taxes, and all other things required to perform land surveying in accordance with the technical requirements specified in this Estimate.

1. **PROJECT OVERVIEW:** The purpose of this survey is to locate and document visible and apparent information pertinent to the design and construction of public utility improvements. The surveyor will prepare the following deliverables:
 - a. Topographic survey for all backyard wastewater sewer mains. Shown in red on Attachment B.

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- b. Topographic survey for neighborhood wastewater manholes and any clean outs at the back of curb or near the ROW.
- c. Topographic survey for the circle drive / cul-de-sac on the NW side of Mundy Drive and the NE side of Vandenberg Drive. Shown on Attachment B.
- d. A ROW map of the neighborhood showing existing lot lines, right-of-way and easements we are made aware of from our research.
- e. Prepare easements for those wastewater mains found to be outside of existing easements.
- f. Prepare, send and track progress on right-of-entry letters for backyard mapping.

2. SCOPE: TOPOGRAPHIC SURVEY

a. **Limits of Survey:**

- b. **General Project details:** Survey will horizontally and vertically locate visible surface features within the project area as shown on "Attachment B" and being more specifically detailed below.
 - Main project area cross sections and/or mapping will be collected generally at 50' intervals and at all breaks in grade producing 1' interval contours for the following swaths:
 - a). 50' wide swath centered on existing wastewater mains in backyards.
 - b). ROW to ROW along mapping swaths along existing rights-of-way.
 - All trees 6" or larger impacted by the project will be located in the field. Common name and approximate trunk size will be noted on the survey.
 - Orthorectified imagery, captured using UAV drone technology, will be used to provide an aerial background to the deliverable. Photogrammetry, derived from the orthorectified imagery, will be utilized to capture mapping and improvements as applicable.
 - UAV based 3D laser scanning will be utilized to capture mapping and improvements as applicable.
 - Back face of buildings will not be shown unless the fall within the limits of the detailed mapping. General building locations will be shown on aerial imagery delivered as a background to the topo. Private cleanouts within backyards will not be shown unless they fall within the detailed mapping swaths.
 - All pools, sheds and other improvements that fall within the wastewater alignments will be detailed on the survey deliverable.
- c. **Right of Entry:** The Surveyor will coordinate with the project Engineer to obtain right-of-entry (ROE) for mapping on this project. The surveyor will prepare a ROE tracker map, spreadsheet and maintain both throughout the project lifecycle.
- d. **Texas811 OneCall Coordination:** Prior to commencing any topographic fieldwork, the Surveyor will submit a utility locate request for the project limits to Texas811 (formerly Texas Excavation Safety System, Inc.) online at www.Texas811.org or by telephone at 811 or 800-344-8377. Marks set by Texas811 will be shown on our survey.
- e. **Private Franchise Utilities:** We will locate and tie visible franchise utilities (Gas, Telephone/FOC, Electric, Cable, etc.) and associated appurtenances including but not

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limited to: power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, pull boxes, pedestals, controllers, etc. If available, we will denote size, material type, pressure rating, line voltage and utility owner as applicable. Visible Texas811 markings will be shown on the survey.

- f. **City of Denison Public Utilities:** We will locate and tie visible public utilities (water, wastewater, storm sewer, and telephone/fiber) and associated appurtenances including but not limited to: manholes, cleanouts, meters, services, isolation valves, blow-offs, fire hydrants, inlets, junction boxes, headwalls, wingwalls, rip-rap aprons and all other appurtenances. Our survey will denote size, material type and flow direction as applicable. We will locate top of operating nut elevations for visible utility valves. Accessible utility manholes will be detailed identifying: structure size, material type, rim elevations, measure downs and corresponding flow line and top of pipe elevations for visible pipe wall penetrations. Upstream and downstream sanitary and storm sewer rim and invert data will be shown.
- g. **Building/Structure Details:** The limits of structure, ground elevation adjacent to those limits, visible roof drain outfalls and finished floor elevation will be shown for all buildings and structures within the proposed survey limits.
- h. **Fence and Retaining Walls:** We will provide location, height and material type for fences located within the project limits. Provide the location and material type for retaining walls and provide top and bottom of wall elevations along its length at grade changes.
- i. **Right-of-Way and Property:** Our survey will locate and tie existing right-of-way, property lines and easements, including type, size, volume and page, where applicable. We will show lot, block, abstract number, adjacent street names and property address. City and County boundaries will be shown where applicable. Property owner and business names will be shown on the survey.
- j. **Roadways and Improved Surfaces:** Roadways, driveways, alleys and sidewalks will be located and identified on the survey. Existing width and composition of improved surfaces will be shown on the survey. Existing pavement markings and signage will be identified on the survey.
- k. **Surface Drainage Features:** We will locate and tie top, toe and flow lines of existing swales, channels and creeks with the project limits. Our survey will locate headwall and wingwalls and denote number, size, material type, flow line and top of pipe elevation for culvert conduit(s).
- l. **Trees, Shrubs, Landscaping and Irrigation:** We will locate trees 6" or larger in diameter, shrubs and landscaping features and provide identification notes accordingly. We attempt to provide tree common name and caliper as measured approximately four feet off the ground. Major tree and brush lines will be delineated on the survey. Existing visible irrigation structures and planters will be located on this survey.

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m. **Waterways:** Ponds and waterways within project areas will be detailed and shown on the survey. We will attempt to capture the toe of each feature. This estimate includes floating each feature to determine bottom shots. Shots will be to the existing top of sediment on each feature bottom.

n. Methods and Precision

- **Basis of Control:** Local municipal geodetic control, if available, otherwise the Allterra-VRS GPS system will be used to establish our horizontal and vertical values.
- **Project Coordinate System:** Survey coordinates will be provided in a project modified State Plane “surface” position. The project scaling point and factor will be labeled and shown in CAD. Basis of control and all other pertinent details will be described in the CAD files and on the control description sheets.
- **Horizontal and Vertical Control Methods:** Horizontal and vertical control will be established using RTK “base and rover” GPS methods. Control will have an accuracy of +/- 0.04’ at the time of survey.
- **Data Collection:** RTK GPS and robotic total stations will be used for a majority of this survey.

o. Deliverables: Topographic Survey

- **CAD Format:** AutoCAD 2024 format Civil 3D CAD files.
- **Project Scale:** 20 scale
- **Base Map:** An electronic base map at 1:1 scale (base unit US Survey Foot) containing pertinent Topographic field data will be prepared.
- **CAD Standard** – CobbFendley drafting standards including layers and styles will be used.
 - a). Text will be oriented with north being true reading West to East. The base map shall be in AutoCAD DWG format.
 - b). DTM generated contours shall have one-foot minor and five-foot major intervals.
 - c). XML surface file, defining the AutoCAD Civil 3D surface.
 - d). UAV captured imagery will be used as a background in our deliverable.
 - e). PDF electronic copies of all project research used to workup the project mapping which includes but is not limited to plats, deeds, right-of-way maps and provided utility maps.
 - f). PDF electronic copies of all the Texas811 tickets and correspondence.
 - g). PDF copy of all field notes.

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h). PDF copy of the survey base map is not included.

- **Point File:** A comma delimited ASCII file showing point number, northing, easting, elevation and description shall be provided for all data collected on this project.
- **Field Sketches and Site Pictures:** Applicable field sketches and site photographs depicting any special field information shall be provided in digital form.

p. Survey Control and Material:

- Prior established horizontal and vertical control, to be provided to the Surveyor prior to commencement of field activities, will be verified in this effort. New control will be established as needed to properly map necessary alignments.
- 5/8" iron rods with cap and/or mag nails will be used as a control material.
- Horizontal and vertical control points will be set at 500' intervals within the project area. Where possible, control monumentation shall be located sufficiently away from the project limits so as not to be disturbed by construction activities.
- All established main horizontal and vertical control along with pertinent calculations will be furnished in electronic (MS Word Document).

q. Assumptions: Topographic Survey

- **Abstracting Services:** This estimate does not include hiring an abstractor to conduct abstracting services for property, easement and right-of-way research. Current platting and/or deed information available at the County and information provided to the Surveyor by the client and/or owner will be used for this project.
- **Additional Project Services:** This estimate includes mapping as shown on "Attachment B". Additional services requested beyond what is shown on Attachment B and/or detailed herein may result in a request for additional compensation.
- **Arborist Services:** This estimate does not include the services of an arborist or licensed landscape architect to provide tree size and scientific name. The surveyor will make an attempt to approximately identify the common name and size of each project affected tree.
- **Construction Staking Services:** This estimate does not include staking of any kind for the construction of this project. Project control will not be refreshed prior to the commencement of construction.

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- Texas811 Coordination: This estimate includes only one attempt to capture Texas811 markings. The services will be ordered 5 days prior to the survey start date. Markings not set by Texas811 prior to the time of field mapping collection will not be shown on the survey.
- Public Utility Records Research: This estimate includes public utility records research. Recovered vault data will be delivered to the Designer/Owner in PDF format.
- SUE Level C & D / Public and Private Franchise Alignments: This estimate includes placing underground public and private utility alignments on the face of the survey based on observed surface evidence and City vault data for public alignments. Texas811 markings will be used to locate private utility alignments.
- Right of Entry: This estimate does not include right-of-entry services.
- Subsurface Utility Investigation: This estimate does not include sub-surface excavation to confirm underground utility locations. All utility line work will be based on surface field evidence and provided record drawing research.
- SUE Test Hole and Marker Locations: This estimate does not include the location and collection of data regarding test-hole locations or SUE markings locations performed by SUE contractors.
- Soil Borings: This estimate does not include the location of soil borings performed by others.

3. Scope: Property, ROW, Easement and Ownership Map

- General Scope details** ~ The Surveyor will prepare an overall map providing all property and ownership information on sheets at an appropriate scale. The deliverables will include existing public utility and easement alignments and established survey control pertinent to the project.
- Deliverables: Property, ROW, Easement and Ownership Map**
- Project Scale:** Best fit for one 24x36 sheets.
- Property Research:** An electronic base map at 1:1 scale (base unit US Survey Foot) containing all pertinent topographic field data will be prepared.
 - National CAD Standards drafting standards including layers and styles will be used.
 - Text will be oriented with north being true reading West to East.
 - The base map shall be in AutoCAD DWG format.
 - PDF electronic copies of project supporting research.

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e. Survey Base Map:

- 24x36 sheets or applicable size sheet showing existing surface conditions.
- Signed and sealed PDF of the final property map. Paper copies are not included.

f. Assumptions: Property, ROW, Easement and Ownership Map

- **Abstracting Services:** This estimate does not include hiring an abstractor to conduct abstracting services for property, easement and right-of-way research. Current platting and/or deed information available at the County and information provided to the Surveyor by the client and/or owner will be used for this project.
- **Additional Project Services:** This estimate includes services within the area as shown on "Attachment B". Additional services requested beyond what is shown on Attachment B and/or detailed herein may result in a request for additional compensation.

4. Scope: Right-of-way and Easement Instrument Services

The Surveyor will prepare metes and bounds descriptions with an accompanying map exhibit for permanent and temporary instruments on an as needed basis.

a. Deliverables

- One electronic executed PDF of the complete instrument for each parcel.
- Existing appraisal district tax card, parent deed and/or plat, map check for each exhibit and all other supporting documentation.
- Signed and sealed PDF of the final documents. Paper copies are not included.
- All documents will include NAD83 GRID coordinates for the point of beginning, horizontal scaling factors and basis of bearings information.

b. Assumptions

- **Instrument Format:** All instruments will strictly follow controlling jurisdiction guidelines and procedures for the preparation of instrument documents.
- **Design changes:** This estimate includes only one submittal based on a pre-approved design of the project. All changes due to re-design after the initial submittal for each phase will be invoiced back to the Client/Owner at an hourly cost.
- **Staking of Easement Corners:** This estimate includes staking easement acquisitions on the ground.

B. Subsurface Utility Engineering (SUE)

CobbFendley will perform the SUE work required for this project in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:

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- Quality Level D (QL “D”) – Information derived from existing records.
- Quality Level C (QL “C”) – QL “D” information supplemented with information obtained by surveying visible above-ground utility features (i.e. valves, hydrants, meters, manhole covers, etc.).
- Quality Level B (QL “B”) – Two-dimensional (x, y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as “designating” this quality level provides the horizontal position of subsurface utilities within approximately one foot.
- Quality Level A (QL “A”) – Also known as “locating”, this quality level provides precise three-dimensional (x, y, z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

It is the responsibility of the SUE provider to perform due-diligence with regards to records research (QL “D”) and acquisition of available utility records. The due-diligence provided for this project will consist of contacting applicable “one call” agencies, visually inspecting the work area for evidence of utilities, and reviewing the available utility record information. Utilities not identified through these efforts will be referred to as “unknown” utilities. CobbFendley personnel will scan the defined work area using electronic prospecting equipment to search for “unknown” utilities. CobbFendley is not responsible for designating and locating “unknown” utilities that were not detected while scanning the work area.

1. Scope of SUE Services

- a. Based on information provided by the Client, CobbFendley has developed a preliminary scope for the SUE work required for this project. The scope of work may be modified, with Client’s concurrence, during the performance of the SUE fieldwork, if warranted by actual field findings.
- b. For this project, CobbFendley will provide QL “B” in support of the QL “A” SUE and Survey, as previously defined. The QL “B” SUE will be performed to determine the location of wastewater lines on the attached exhibits.
- c. For the work areas defined on the attached exhibit, we have assumed the QL “A” will consist of up to ten (10) test holes up to ten (10) feet deep. It is assumed all test holes will be in areas outside of existing roadway pavement. In the area of asphalt concrete parking, it is assumed test holes can be completed by saw-cutting and patching with cold patch AC.
- d. Survey for collection of SUE field data will be performed by CobbFendley. The processed survey data will be used for preparation of the CAD deliverable.
- e. Often, we find that test hole excavation frequently encounters rock strata. CobbFendley will do everything feasible to non-destructively expose utilities requested for test holes. However, we cannot ensure that vacuum excavation will be successful on all test holes if

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significant rock layers are encountered. If this becomes an issue, we will communicate the locations with you immediately to discuss options. Also, for PVC lines located under pavement it may be necessary to excavate additional test holes to locate the line.

2. Inclusions

- a. Coordination with utility owner's inspectors, as may be required by law or utility owner policy.
- b. Soil will be excavated using a mounted vacuum excavation equipment that is based on digging with pressurized water. It is assumed all wet excavated material can be placed on or near the site and a separate disposal facility will not be needed. Upon completion of each test hole, onsite soil material or material from a nearby supplier will be used to backfill the holes.

3. Clarifications and Exclusions

- a. It is assumed all test holes will be no deeper than 10', and areas will be accessible to vacuum excavation equipment.
- b. Client or its agent to provide survey control within 500' of the project limits.

4. Designating Procedures

- a. Prior to beginning field designating activities, CobbFendley's field manager will review the project scope of work and available utility records. Once these initial reviews are complete, the field manager and technicians will begin designating the approximate horizontal position of known subsurface utilities within the specified project limits. A suite of geophysical equipment (electromagnetic induction, magnetic) will be used to designate metallic/conductive utilities (e.g. steel pipe, electrical cable, telephone cable). Non-metallic/non-conductive utilities will be designated using other proven methods, such as rodding, and probing. Where access is available, a sonde will be inserted into the utility line (e.g. PVC gravity sewer pipe) to provide a medium for signal transmission, which can then be designated using geophysical equipment. In instances where access is not available, (e.g. pressurized PVC water line), CobbFendley personnel will attempt to designate the utility by probing.
- b. Accurate collection and recording of designated utilities is a critical component of the SUE process. CobbFendley utilizes a proven method of collecting and recording survey information once the utilities have been designated in the field. CobbFendley's field manager will produce detailed sketches depicting each utility as well as relevant surface features such as roadways, buildings, manholes, fire hydrants, utility pedestals, valves, meters, etc. Each utility will be labeled with a unique ID code. For example, if two buried electric cables exist on the project, one will be labeled E1 and the other E2. Paint and pin flags will be used to designate the utilities in the field. A labeled pin flag or paint mark will be used to mark each location where a survey shot is required. Shot points will typically be placed at 100-foot intervals on utilities running parallel to the alignment and at 50-foot intervals on utility crossings. The locations will be numbered sequentially for each individual

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utility line. For example, if there are 50 shots required on buried electric line E1, the points will be numbered E1-1 through E1-50.

- c. Preliminary field sketches depicting the designated utilities will be prepared for use during subsequent surveying activities. These sketches will also be used to check the survey information for completeness and accuracy.

5. Locating Procedures

- a. CobbFendley will utilize its utility designating marks and specific information provided by Client to lay out the test hole locations. CobbFendley will attempt to place the test holes outside of paved areas wherever possible. However, some test holes may need to be placed in paved areas that may require traffic control measures to be implemented. CobbFendley will establish routine/ordinary traffic control (cones and free-standing signage, etc.) whenever required as part of our standard pricing. If non-routine traffic control measures are required (barricades, flag person, changeable message board, etc.), these services will be considered extra and invoiced at cost. You will be notified if such circumstances arise, and Client's approval will be necessary before commencement.
- b. CobbFendley will utilize non-destructive vacuum excavation equipment to excavate the test hole at the required locations. Once the utilities are located, CobbFendley will record the type, size, material, depth to top and general running direction. The test hole will be assigned a unique ID number and will be marked with rebar/cap, nail/disk, or chiseled X, as appropriate. Test-hole excavations will be backfilled with appropriate material and the original surface will be restored. The backfill will be compacted in lifts by mechanical means to minimize settlement.

6. Deliverables

- a. As a QL "B" SUE deliverable, CobbFendley will produce an electronic SUE file depicting the type and horizontal location of the designated utilities. Client or its agent will provide CobbFendley with the current base map/topographic files in electronic format for use in preparing the SUE file. CobbFendley will utilize its standard SUE line styles and symbology.
- b. The QL "A" SUE deliverable will consist of an updated SUE CAD file showing the locations of the test holes. CobbFendley will also prepare a summary sheet of test hole information showing the utility size, depth, material, direction and type of surface marker used to identify the test hole location.

7. Schedule of Work

- a. CobbFendley can commence work on this project within two (2) weeks of NTP. The QL "B" SUE field work should be completed within four (4) workdays. Survey of the QL "B" SUE should be completed within two (2) workdays.

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- b. The QL "A" field work must be preceded by a One Call ticket and a mandatory 48-hour clearance period. If there are test holes within pavement, a city or state permit may be required. Once the permit and clearance period have been obtained, the assumed ten (10) QL "A" test holes are estimated to be completed within three and one-half (3.5) workdays. It is estimated survey of the QL "A" SUE can be completed within one (1) workday.
- c. The deliverable, as previously described, can be submitted within two (2) weeks after survey has been completed.

III. CLIENT RESPONSIBILITIES

The Client will provide the following information in a timely manner so as not to delay the services of CobbFendley:

- a. The Client will provide any available design plans, drainage studies, surveys, property information, utility locations, CADD files or any other pertinent information related to the project.
- b. The Client shall provide CobbFendley access to the site and allow interviews with personnel that have a working knowledge of the facilities within the Project area. The Client shall make available personnel to assist in the locating of water and wastewater lines, which cannot be identified by other means.
- c. The Client shall attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the project progress as scheduled. The overall project schedule will be adjusted to reflect any additional / excessive time taken by the Client to give direction to the Engineer on a design issue.
- d. The Client shall review the Engineer's submittals and strive to meet the project review schedule. The overall project schedule will be adjusted to reflect any additional time taken by the Client to review the Engineers Submittals.
- e. If the Client internal review results in markups on multiple sets of plans and or specifications (or pdf files), it is the client's responsibility to consolidate the comments into one set of markups (or pdf file) and resolve all internal review comments contradictions prior to sending to Engineer. All client review comments for a submittal will be returned to the engineer at one time.

IV. ADDITIONAL SERVICES

The following services are not included in this proposal. They can be added as additional services or provided by the Client as necessary:

- 1. Any other service not specifically included within the description of Basic Services, Special Services, or Other Services as described above.

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2. Any permitting, testing, studies, design, or redesign effort required to bring the plans and specifications and the project into compliance with any local, state, or federal regulations, processes, or procedures that are put into effect after the execution date of this contract.
3. Consulting services by others not included in this proposal.
4. Design of improvements outside the project limits / off-site.
5. A resubmittal or second submittal of any scheduled submittal (Conceptual 30%, Preliminary 60%, Pre-Final 90%, Final 100%, Bid set) outlined in the scope of services.
6. Any major changes in horizontal or vertical alignment or typical section after approval of the 60% submittal.
7. Redesign or additional surveying for the Client's convenience or due to changed conditions after the execution date of this contract.
8. Redesign or additional surveying for the Client's convenience after client has approved proposed alternates and / or approved progress on the design.
9. Alternate additions not included in the original scope.
10. Evaluation of design / alignment alternatives beyond what is defined in the scope.
11. Preparing exhibits and / or intermediate submittals beyond what is defined in the scope.
12. Geotechnical engineering / testing / investigation.
13. Designs for trench safety.
14. Water system modeling / water line sizing.
15. Wastewater system modeling, SSES, I&I analysis, and wastewater line sizing.
16. Corrosivity / corrosion calculations / study.
17. Cathodic protection design.
18. Permitting (TMDL, TDLR, NPDES, TWDB, FEMA, USACE, EPA, TDLR, TxDOT, ETC...)
19. Environmental testing, assessments, or reports of any kind including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
20. Easement / Right-of-Way acquisition
21. Re-bidding project for any reason.
22. Preparation of additional packages or bidding project in more packages than as indicated in scope.
23. Public Meetings
24. Fees for any permits and / or bid advertising.
25. Construction staking / ROW staking services.
26. Construction observation services / daily inspection.
27. Construction materials testing and Quality control during construction.
28. SWPPP NOI.
29. Preparation of As-Built drawings requiring construction verification survey.
30. Warranty assistance.
31. Expert Witness Testimony

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V. COMPENSATION

- A. Compensation to CobbFendley for Basic Services, Special Services and Project Expenses shall be lump sum billed on a monthly percent complete not to exceed the total amount shown below. If CobbFendley sees the Scope of Services changing so that Additional Services are needed, CobbFendley will notify CLIENT for CLIENTS'S approval before proceeding.
- B. Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from Dallas and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

SUMMARY	
DESIGN SERVICES (Lump Sum)	
Conceptual Engineering (30%)	\$195,343
Preliminary Engineering (60%)	\$305,404
Pre-Final Engineering (90%)	\$270,038
Final Engineering (100%)	\$25,496
Bid Phase Services	\$14,322
Construction Phase Services	\$64,296
DESIGN SERVICES SUB-TOTAL	\$874,899
PROJECT EXPENSES	\$5,000
SPECIAL SERVICES	
<u>Topographic Survey</u>	
Topo Survey for WW Alignments	\$48,375
Topo for Mundt Dr & Vandenburg Dr	\$4,675
ROW Map	\$9,965
Manhole Survey	\$5,135
Right-of-Entry Services	\$2,599
Easement / ROW Instruments (\$1030 / Each)	\$10,293
SUBTOTAL FOR SURVEY SERVICES	\$81,041
<u>SUE</u>	
Level B SUE (4 days @ \$2,600 / day)	\$10,400
Level B Survey (2 days @ \$2,100 / day)	\$4,200
Level A SUE (3.5 days @ \$3,750 / day)	\$13,125
Level B Survey (1 day @ \$2,100 / day)	\$2,100
SUBTOTAL FOR SUE SERVICES	\$29,825
SPECIAL SERVICES SUB-TOTAL	\$110,866
PROJECT TOTAL (Max. Fee)	\$990,765

COBB FENDLEY: ML CLIENT: _____

**Authorization for Professional Services
City of Denison
Perrin Estates Utility Improvements**

VI. AUTHORITY TO SIGN

- A. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.
- B. This Agreement, and the included General Terms and Conditions, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.
- C. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT:
COBB, FENDLEY & ASSOCIATES, INC.

CLIENT:
CITY OF DENISON, TEXAS

By: Mark C. Lorange, P.E.

By: _____

Mark Lorange P.E.
Senior VP: Region Manager

Name: _____

Title: _____

Date: January 11, 2024

Date: _____

COBB FENDLEY: ML CLIENT: _____

**Authorization for Professional Services
City of Denison
Perrin Estates Utility Improvements**

VII. GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES

CobbFendley'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 the current IRS rate, meals and lodging, laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed in accordance with the attached rate schedule.

2. OUTSIDE SERVICES

When technical or professional services are furnished by an outside source, when approved by the Client, an additional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley's administrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS

If included in CobbFendley's scope of services, opinions or estimates of probable construction costs are prepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgment as a professional generally familiar with the industry. However, since CobbFendley has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent or warrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions or estimates of probable construction cost.

4. PROFESSIONAL STANDARDS

CobbFendley agrees to perform its services in accordance with the standard of professional care used by other practicing professional engineers of ordinary prudence in the same field of engineering and performing the same type of work in Client's community under the same or similar circumstances. CobbFendley makes no other warranty, expressed or implied.

5. TERMINATION

Either Client or CobbFendley may terminate this authorization by giving 30 days written notice to the other party. In such event, Client shall forthwith pay CobbFendley in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, the relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization. Failure by Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and other related charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments of CobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein, including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professional service for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any such documents by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals. Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendley makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by CobbFendley at the beginning of this project.

COBB FENDLEY: ML CLIENT: _____

**Authorization for Professional Services
City of Denison
Perrin Estates Utility Improvements**

8. HAZARDOUS ENVIRONMENTAL CONDITIONS

CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal, cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or other latent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or other hazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performing professional services for Client and CobbFendley is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

9. FORCE MAJEURE

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES

If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor, not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuous on-site inspections to check the quality or adequacy of construction or to verify that the work or materials of any contractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendley shall not be responsible for the Contractor's failure to execute the work in accordance with the Construction contract.

11. LIMITATION OF LIABILITY FOR DAMAGES

IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINST COBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'S LIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECT DAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TO CLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESS OPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OF PRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION

In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights or obligations under this Agreement, the parties shall, as a condition precedent to taking any action against one another make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES

In the event that legal action is brought by Client or CobbFendley against the other party 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.

14. PAYMENT TO COBBFENDLEY

Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement. Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated in the Scope of Services will be invoiced on a lump sum basis.

If Client is not the Owner, Client agrees to pay CobbFendley within ten (10) business days of receipt of payment from Owner.

Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, all undisputed portions shall be paid in accordance with this paragraph.

Progress payments on CobbFendley fees for percentage of project completion and reimbursable expenses incurred will be due and payable upon receipt of invoice at the end of each month.

COBB FENDLEY: ML CLIENT: _____

**Authorization for Professional Services
City of Denison
Perrin Estates Utility Improvements**

If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease further work on the project until such time that the overdue invoices are paid. CobbFendley also retains the right to withhold final approved plans and other deliverables until all overdue invoices are paid.

15. AUTHORIZATION OF OWNER

Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendley services thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from the Owner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS

This signed Authorization, together with the attached General Terms and Conditions of the Authorization for Professional Services and CobbFendley Rate Schedule contains the entire and integrated agreement between Client and CobbFendley and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX


To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, such taxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT

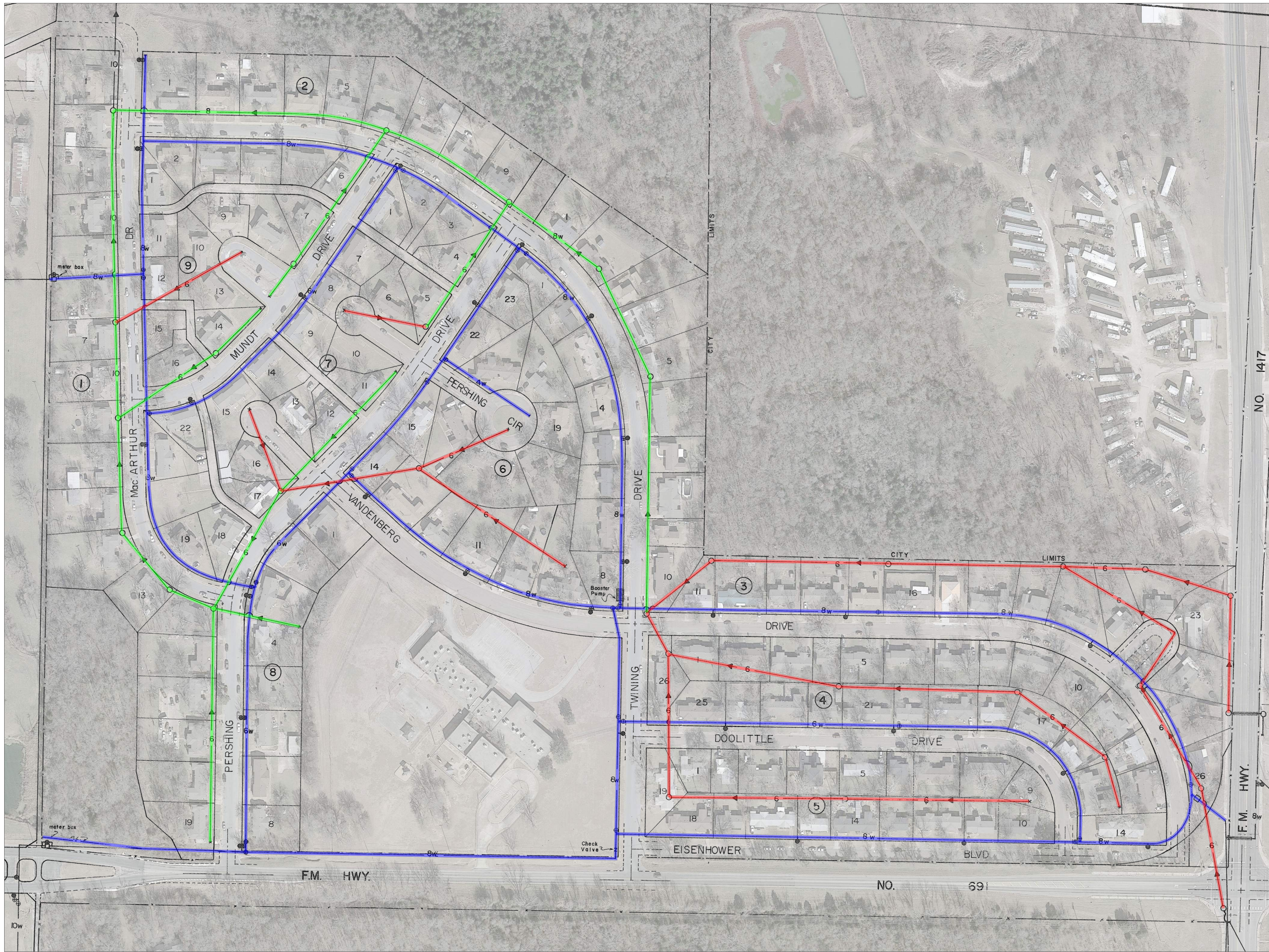
This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shall create a contractual relationship or cause of action in favor of any third party against either Client or CobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley.

COBB FENDLEY: ML CLIENT: _____

ATTACHMENT "A"

City of Denison Perrin Estates Utility Improvements Approx. 13,225 LF Water and 12,100 LF Wastewater Line Replacement					
					
				Prepared By: TBS Date: 1/11/2024	
PAVING, DRAINAGE AND WATER LINE IMPROVEMENTS					
ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	Mobilization	1	LS	\$200,000	\$200,000
101					
102	Remove & Dispose Existing Manholes	31	EA	\$1,300	\$40,300
103	Remove & Dispose Existing Water Valves	50	EA	\$700	\$35,000
104	Remove & Dispose Existing Fire Hydrants	27	EA	\$1,000	\$27,000
105					
106	Install 8" Wastewater Line By Open Cut	1000	LF	\$100	\$100,000
107	Install 8" Wastewater Line By Pipe Burst	11100	LF	\$150	\$1,665,000
108	Install Wastewater Manhole	31	EA	\$5,500	\$170,500
109	Install Wastewater Cleanout	12	EA	\$1,500	\$18,000
110	Install Wastewater Service Connection	170	EA	\$1,500	\$255,000
111					
112	Install 8" Waterline By Open Cut	1000	LF	\$125	\$125,000
113	Install 8" Waterline By Pipe Bursting	6113	LF	\$150	\$916,875
114	Install 8" Waterline By Directional Drilling	6113	LF	\$150	\$916,875
115	Connect To Existing Waterline (All Sizes)	4	EA	\$2,500	\$10,000
116	Install 8" Water Valve	50	EA	\$2,000	\$100,000
117	Install Fire Hydrant	27	EA	\$4,000	\$108,000
118	Install Water Service Connection	170	EA	\$1,500	\$255,000
119	Install New Water Meter & Box	170	EA	\$500	\$85,000
120	Install 8" Water Check Valve	2	EA	\$5,500	\$11,000
121	Install 8" Water Meter	2	EA	\$8,500	\$17,000
122					
123	Pavement Repair	100	SY	\$150	\$15,000
124	Remove And Reinstall Street Signs	25	EA	\$1,000	\$25,000
125					
126	Sodding Of ROW/Emst.	1467	SY	\$7.50	\$11,000
127	Trench Safety & Support	2000	LF	\$5	\$10,000
128	Traffic Control	12	MO	\$10,000	\$120,000
129	Erosion Control	1	LS	\$10,000	\$10,000
130	Project Signs	2	EA	\$1,000	\$2,000
				Sub Total	\$5,248,550
				25% Contingency	\$1,312,138
				PROJECT TOTAL	\$6,560,688

In providing Opinions of Probable Construction Cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.



CITY OF DENISON

PERRIN ESTATES
UTILITY IMPROVEMENTS
WATER AND WASTEWATER
LINE REPLACEMENT

ATTACHMENT B

- 12100 LF WATER
(CITY PROVIDED TOPO SURVEY)
- 6695 LF WASTEWATER
(CITY PROVIDED TOPO SURVEY)
(COBBFENDLEY TO PERFORM LEVEL
B SUE AND SURVEY ALL MANHOLES)
- 6530 LF WASTEWATER
(COBBFENDLEY TO PERFORM
LEVEL B SUE AND TOPO SURVEY)



TBPELS Firm Registration No. F-274
Land Surveying Firm Registration No. 10046702
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com

SCALE:
HOR: 1" = 100'
VER: 1" = 4'

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property commonly known as 1421 US Highway 69, Denison, Texas more particularly described as G-0996 Rubio Ramon A-G0996, Acres 0.29, GCAD Property ID No. 113210.

Staff Contact

Julie Fort, City Attorney
(972) 668-6400

Summary

- On January 22, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ").
- The petition includes approximately 0.29 acres on Highway 69, Denison, Texas, located in G-0996 Rubio Ramon A-G0996, GCAD Property ID No. 113210.
- Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023.
- The validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

Staff Recommendation

Staff recommends denial of the ETJ release petition.

Recommended Motion

"I move to deny the Davis Petition to remove property from the City of Denison's extraterritorial jurisdiction commonly known as 1421 US Highway 69, Denison, Texas more particularly described as G-0996 Rubio Ramon A-G0996, Acres .29, GCAD Property ID No. 113210, because Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City of Denison's grant of legislative discretion under Local Government Code Section 42.023. The City of Denison does not consent to removal of property from its ETJ."

Background Information and Analysis

On January 22, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ"). The petition includes approximately 0.29 acres commonly known as 1421 US Highway 69, Denison, Texas, located in G-0996 Rubio Ramon A-G0996, GCAD Property ID No. 113210. Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023. The City does not consent to removal of property from its ETJ.

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

Financial Considerations

None.

Prior Board or Council Action

The City Council has denied previously filed petitions.

Alternatives

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

RECEIVED IN THE OFFICE
OF THE CITY CLERK

JAN 22 2024

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

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

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

This request includes the following property of approximately 0.29 acres of land, consisting of GCAD Property ID 113210, to the full extent that such Property currently is within the ETJ of the City of Denison, Texas.

Said property is located at

1421 US Highway 69, Denison, Texas

The property is listed in Grayson County Appraisal District as

G-0996 RUBIO RAMON A-G0996, ACRES 0.29

and more particularly described as:

All that certain tract or parcel of land situated in the County of Grayson, State of Texas, being apart of the RAMON RUBIO SURVEY, ABSTRACT NO. 996, containing 0.29 acres of land, more or less.

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

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

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

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

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

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

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

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



Petition Signatories
per Election Code § 277.002

GCAD Parcel IDs 113210

Ray Davis
Ray C. Davis

338 Desvoignes Road, Denison, Texas 75201
Residence Address

[REDACTED]
Date of Birth or Voter ID

1/16/24
Date Signed

Linda Davis
Linda B. Davis

338 Desvoignes Road, Denison, Texas 75201
Residence Address

[REDACTED]
Date of Birth or Voter ID

1/16/24
Date Signed

EXHIBIT "A"

FIELD NOTES FOR 0.29 ACRES OF LAND OUT OF A TRACT OF LAND OWNED BY GUY F. WEBB, SITUATED IN THE COUNTY OF GRAYSON, STATE OF TEXAS, BEING A PART OF THE RAMON RUBIO SURVEY, ABSTRACT NO. 996, ON THE SOUTH SIDE OF HWY. 69, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING At a iron rod set in a fence corner on the south right of way line of Hwy. 69, said point being N-41-55-W, 1133.6 feet from the southeast corner of the Guy F. Webb tract.

THENCE S-48-05-W, along and with an existing fence from a distance of 102.3 feet to a iron rod set at a fence corner.

THENCE N-32-55-W, along and with an existing fence for a distance of 124.0 feet to a iron rod.

THENCE S-41-55-E, along the south right of way line of Hwy. 69 a distance of 149.8 feet to the place of beginning containing 0.29 acres of land, more or less.

And more commonly known as 1421 US Highway 69E, Denison, Grayson County, Texas 75021.

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis for property commonly known as 1335 US Highway 69, Denison, Texas more particularly described as G-0996 Rubio Ramon A-G0996, Acres 0.55, GCAD Property ID No. 113203.

Staff Contact

Julie Fort, City Attorney
(972) 668-6400

Summary

- On January 22, 2024, the City of Denison City Clerk's office received a petition by landowner Ray C. Davis for release from the extraterritorial jurisdiction ("ETJ").
- The petition includes approximately 0.55 acres on Highway 69, Denison, Texas, located in G-0996 Rubio Ramon A-G0996, GCAD Property ID No. 113203.
- Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023.
- The validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

Staff Recommendation

Staff recommends denial of the ETJ release petition.

Recommended Motion

"I move to deny the Davis Petition to remove property from the City of Denison's extraterritorial jurisdiction commonly known as 1335 US Highway 69, Denison, Texas more particularly described as G-0996 Rubio Ramon A-G0996, Acres 0.55, GCAD Property ID No. 113203, because Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City of Denison's grant of legislative discretion under Local Government Code Section 42.023. The City of Denison does not consent to removal of property from its ETJ."

Background Information and Analysis

On January 22, 2024, the City of Denison City Clerk's office received a petition by landowner Ray C. Davis for release from the extraterritorial jurisdiction ("ETJ"). The petition includes approximately 0.55 acres commonly known as 1335 US Highway 69, Denison, Texas, located in G-0996 Rubio Ramon A-G0996, GCAD Property ID No. 113203. Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023. The City does not consent to removal of property from its ETJ.

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

Financial Considerations

None.

Prior Board or Council Action

The City Council has denied previously filed petitions.

Alternatives

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

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

RECEIVED IN THE OFFICE
OF THE CITY CLERK

JAN 22 2024

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

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

This request includes the following property of approximately 0.55 acres of land, consisting of GCAD Property ID 113203, to the full extent that such Property currently is within the ETJ of the City of Denison, Texas.

Said property is located at

1335 US Highway 69, Denison, Texas

The property is listed in Grayson County Appraisal District as

G-0996 RUBIO RAMON A-G0996, ACRES 0.55

and more particularly described as

Being all that certain tract or parcel of land situated in Grayson County, Texas, being a part of the RAMON RUBIO SURVEY, ABSTRACT No. 996.

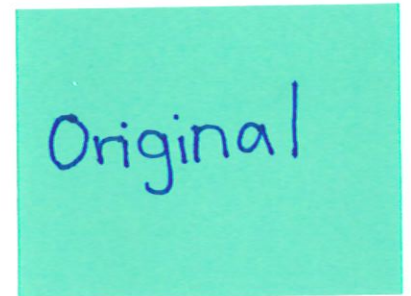
The property is further described by meets and bounds in the attached Exhibit "A" and graphically described in the attached map.

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

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

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

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



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

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

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

**Petition Signatories
per Election Code § 277.002**

GCAD Parcel IDs 113203

Ray Davis
Ray C. Davis

338 Desvoignes Road, Denison, Texas 75201
Residence Address

[REDACTED]
Date of Birth or Voter ID

1/16/24
Date Signed

Bk	Vol	Ps
00023855	OR	4534 322

EXHIBIT "A"

SITUATED in the County of Grayson, State of Texas, being a part of the RAMON RUBIO SURVEY, ABSTRACT NO. 996, and being more fully described by metes and bounds as follows, to-wit:

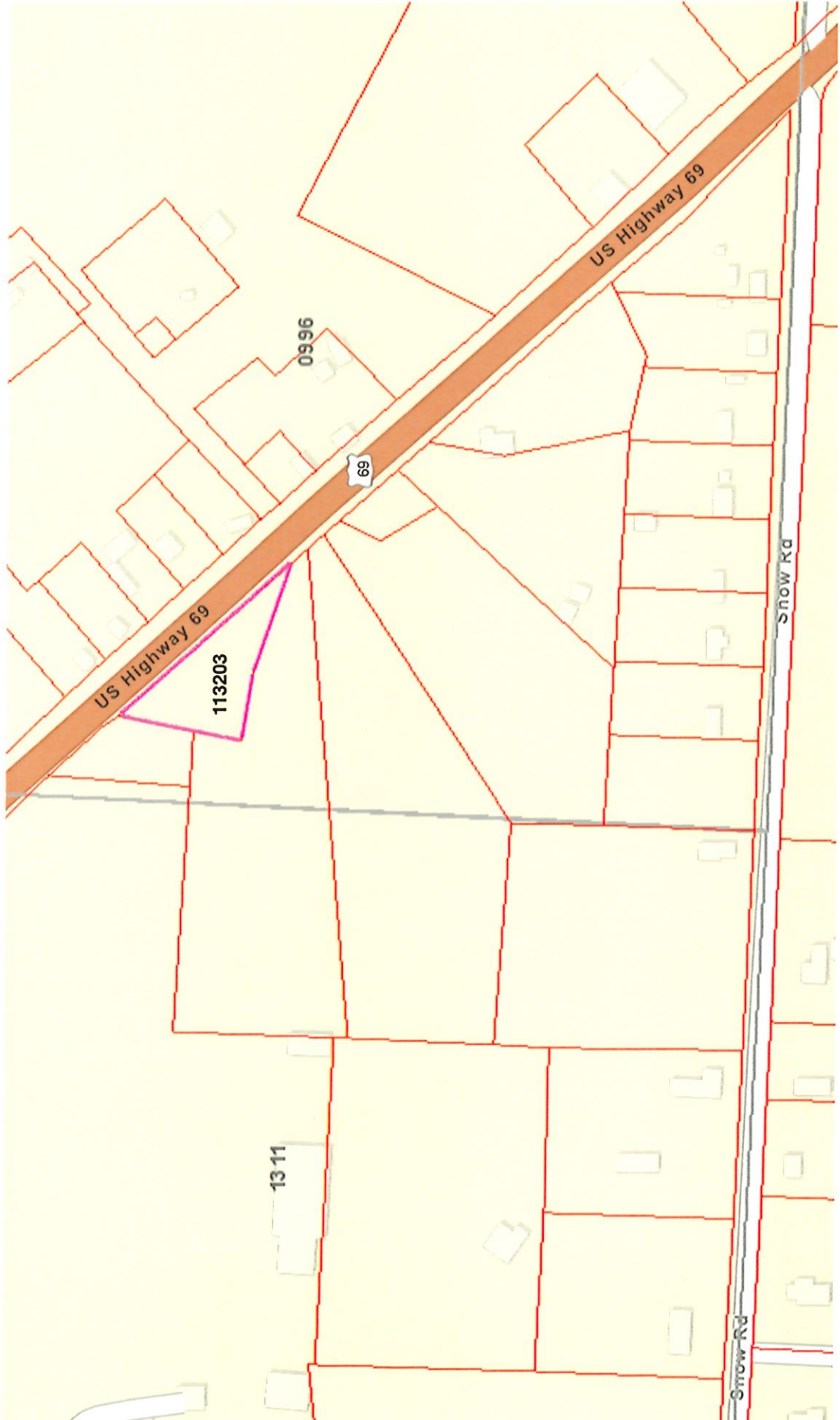
BEGINNING at an iron stake in the South line of the right of way of U.S. Highway No. 69, 208 feet South 46 deg. East from the intersection of the West line of the Rubio Survey with the South line of Highway No. 69, this Beginning Point also being the Northeast corner of the Stasiou tract hereinafter mentioned;

THENCE South 46 deg. East along the South line of said right of way 267.3 feet to a stake;

THENCE West 263.8 feet to the Southeast corner of a tract conveyed by Frank DeMarco, et ux, to Elsie Lee Stasiou, as shown by Deed dated March 14, 1947, recorded in Volume 527, at Page 180, Grayson County Deed Records, said corner being marked by an iron stake and hedge fence;

THENCE North along said hedge fence, which is the East line of Stasiou tract, 180 feet, more or less, to the Place of Beginning, Containing 0.55 Acre of Land, more or less, and including in this description the two tracts as "First and Second Tracts" in the conveyance recorded in Volume 512, at Page 86 and Volume 512, at Page 88, both of the Deed Records of Grayson County, Texas.

AND BEING THE SAME PROPERTY CONVEYED TO JOHN M. DENSMORE AND WIFE, CLEO M. DENSMORE, BY WARRANTY DEED FROM WID W. WELDON AND WIFE, LILLIE ANN WELDON, DATED JUNE 21, 1974, AND RECORDED IN VOLUME 1285, AT PAGE 433 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS.



City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property commonly known as 1191 Highway 69, Denison, Texas more particularly described as G-1311 Wright William A-G1311, Acres 36.94, GCAD Property ID No. 113345.

Staff Contact

Julie Fort, City Attorney
(972) 668-6400

Summary

- On January 22, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ").
- The petition includes approximately 36.949 on Highway 69, Denison, Texas, located in G-1311 Wright William A-G1311, Acres 36.94, GCAD Property ID No. 113345.
- Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023.
- The validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

Staff Recommendation

Staff recommends denial of the ETJ release petition.

Recommended Motion

"I move to deny the Davis Petition to remove property from the City of Denison's extraterritorial jurisdiction commonly known as 1191 Highway 69, Denison, Texas more particularly described as G-1311 Wright William A-G1311, Acres 36.94, GCAD Property ID No. 113345, because Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City of Denison's grant of legislative discretion under Local Government Code Section 42.023. The City of Denison does not consent to removal of property from its ETJ."

Background Information and Analysis

On January 22, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ"). The petition includes approximately 36.949 acres commonly known as 1191 Highway 69, Denison, Texas, located in G-1311 Wright William A-G1311, Acres 36.94, GCAD Property ID No. 113345. Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023. The City does not consent to removal of property from its ETJ.

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

Financial Considerations

None.

Prior Board or Council Action

The City Council has denied previously filed petitions.

Alternatives

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

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

RECEIVED IN THE OFFICE
OF THE CITY CLERK

JAN 22 2024

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

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

This request includes the following property of approximately 36.949 acres of land, consisting of portions of GCAD Property ID 113345 to the full extent that such Property currently is within the ETJ of the City of Denison, Texas.

Said property is located at

1191 Hwy 69, Denison, Texas

The property is listed in Grayson County Appraisal District as

G-1311 WRIGHT WILLIAM A-G1311, ACRES 36.94

and more particularly described as:

TRACT SEVEN: being all that certain tract or parcel of land situated in Grayson County, Texas, being a part of the WM. WRIGHT SURVEY, Abstract No. 1311, containing 36.949 acres of land, more or less.

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

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

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

 1 dwelling units are located within the area requested for release.

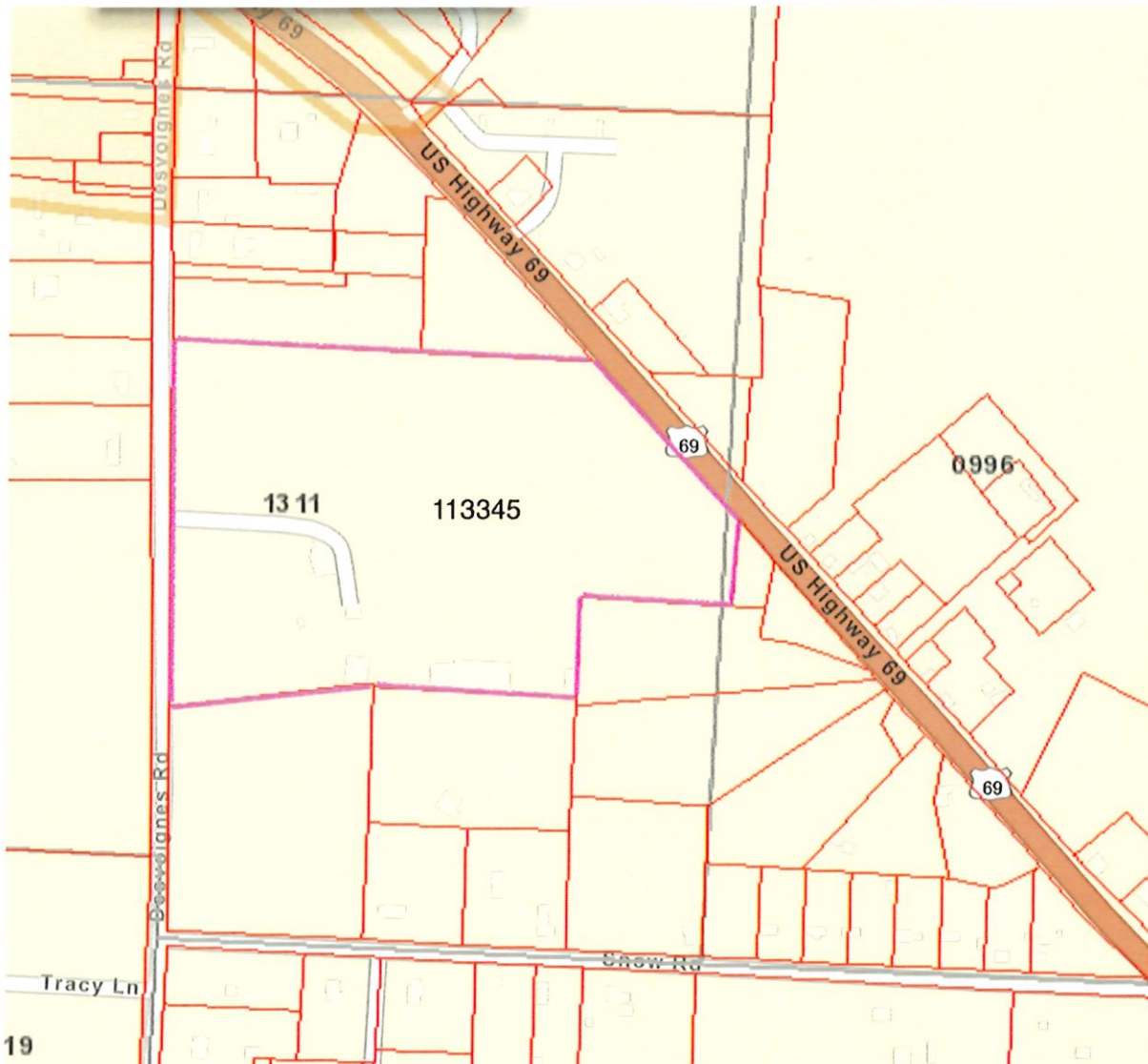
The population of the area in request is 2 in total, of which 2 are registered voters, both of whom are the landowners.

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

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

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

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




**Petition Signatories
per Election Code § 277.002**

GCAD Parcel IDs 113345



Ray C. Davis


338 Desvoignes Road, Denison, Texas 75201
Residence Address



Date of Birth or Voter ID


1/16/24

Date Signed



Linda B. Davis

338 Desvoignes Road, Denison, Texas 75201
Residence Address



Date of Birth or Voter ID

1/16/24

Date Signed

EXHIBIT "A" - Page 5

TRACT SEVEN:

Situated in the County of Grayson, State of Texas, being part of the Wm. Wright Survey, Abstract No. 1311, and being a part of the 32.78 acre tract of land described as First Tract and part of the 30 acre tract described as Second Tract in a deed from Rolfe W. Kemper to Gwendalyn Kemper, recorded in Volume 1362, Page 790, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a spike nail in the center of a public road, said spike maintaining the Southwest corner of said 32.78 acre tract, the Northwest corner of the T. R. Shannon Survey, Abstract No. 1080 and a Southwest corner of said Wright Survey;

THENCE North 03 deg. 23 min. 46 sec. West with the center of said road and the West line of said 32.78 acre tract, passing the Northwest corner of said 32.78 acres tract and the Southwest corner of said 30 tract and continuing with the center of said road and the West line of said 30 acre tract for a distance of 1835.27 ft. to a spike nail maintaining the Northwest corner of said 30 acre tract;

THENCE South 89 deg. 47 min. 36 sec. East with an old fence maintaining the North line of said 30 tract, a distance of 1338.06 ft. to a steel rod in the South or West right-of-way of U. S. Hwy. No. 69;

THENCE South 44 deg. 51 min. 23 sec. East with said right-of-way line a distance of 749.67 ft. to a steel rod in the East line of said Wright Survey and the East line of said 30 acre tract;

THENCE South 00 deg. 11 min. 58 sec. West with an old fence maintaining the East line of said Wright Survey, a distance of 194.70 ft to a steel rod maintaining the Southeast corner of said 30 acre tract;

THENCE North 88 deg. 59 min. 12 sec. West with an old fence maintaining the South line of said 30 acre tract, a distance of 524.53 ft. to a steel rod maintaining the Northeast corner of said 32.78 acre tract;

THENCE South 00 deg. 43 min. 24 sec. East with an old fence maintaining the East line of said 32.78 acre tract, a distance of 310.49 ft. to a steel rod maintaining the Northeast corner of a 5.712 acre tract;

THENCE West, a distance of 622.00 ft. to a steel rod maintaining the Northwest corner of another 5.712 acre tract;

THENCE South 00 deg. 50 min. 47 sec. East with the West line of said 5.712 acre tract, a distance of 800.00 ft. to a spike nail in the center of a public road, the South line of said Wright Survey and the South line of said 32.78 acre tract;

THENCE West with the center of said road, the South line of said Wright Survey and the South line of said 32.78 acre tract, a distance of 624.70 ft. to the place of beginning and containing 48.227 acres of land.

LESS AND EXCEPT THE FOLLOWING 11.278 ACRES OF LAND:

TRACT SEVEN - CONTINUED

Bk	Vol	Ps
00030634	OR	4375 913

LESS AND EXCEPT:

Situated in the County of Grayson, State of Texas, being a part of the William Wright Survey, Abstract No. 1311, being a part of the 48.227 acre tract of land conveyed to Tommy Bumpass, et ux, by deed of record in Volume 1651, pg. 134, of the Deed Records, Grayson County, Texas, and being more particularly described as follows:

Beginning at a 1/2" steel rod found at the intersection of Desvoignes Road and Snow Road, being the southwest corner of said 48.227 acre tract, the northwest corner of the 2.00 acre tract of land conveyed to Emit F. Feath, et ux, by deed of record in Volume 1286, Page 205, of said Deed Records;

Thence North 03°23'46" West with the center of said Desvoignes Road and the west line of said 48.227 acre tract, a distance of 717.98 feet to a 1/2" steel rod set for corner;

Thence North 81°28'46" East over and across said 48.227 acre tract and with an existing fence line, a distance of 662.39 feet to a 1/2" steel rod set for corner;

Thence South 00°50'25" East passing the northwest corner of the 5.712 acre tract of land conveyed to Thomas F. Smith, et ux, by deed of record in Volume 1544, Page 570, of said Deed Records, and continuing with an existing fence line and the west line of said 5.712 acre tract, passing the southwest corner of said 5.712 acre tract and continuing with the west line of the 2.854 acre tract of land conveyed to Shelman L. Smith Jr., et ux, by deed of record in Volume 2502, Page 668, of the Real Property Records, Grayson County, Texas, a total distance of 814.94 feet to a 1/2" steel rod set in the center of Snow Road, being the southwest corner of said 2.854 acre tract;

Thence South 89°59'58" West with the center of said road and the north line of the 1.00 acre tract of land conveyed to Donald L. Wright, et ux, by deed of record in Volume 1278, Page 309, of said Deed Records, passing the northwest corner of said 1.00 acre tract, and continuing with the north line of said 2.00 acre tract, a total distance of 624.50 feet to the Point-of-Beginning and containing 11.278 acres of land.

LEAVING A TOTAL OF 36.949 ACRES

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property commonly known as 411 Snow Road, Denison, Texas more particularly described as Delmar Estates, Lot 9, Acres 1.02, GCAD Property ID No. 113292.

Staff Contact

Julie Fort, City Attorney
(972) 668-6400

Summary

- On January 22, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ").
- The petition includes approximately 1.02 acres commonly known as 411 Snow Road, Denison, Texas, located in Delmar Estates, Lot 9, Acres 1.02, GCAD Property ID No. 113292.
- Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023.
- The validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

Staff Recommendation

Staff recommends denial of the ETJ release petition.

Recommended Motion

"I move to deny the Davis Petition to remove property from the City of Denison's extraterritorial jurisdiction commonly known as 411 Snow Road, Denison, Texas more particularly described as Delmar Estates, Lot 9, Acres 1.02, GCAD Property ID No. 113292, because Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City of Denison's grant of legislative discretion under Local Government Code Section 42.023. The City of Denison does not consent to removal of property from its ETJ."

Background Information and Analysis

On January 22, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ"). The petition includes approximately 1.02 acres commonly known as 411 Snow Road, Denison, Texas, located in Delmar Estates, Lot 9, GCAD Property ID No. 113292. Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023. The City does not consent to removal of property from its ETJ.

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

Financial Considerations

None.

Prior Board or Council Action

The City Council has denied previously filed petitions.

Alternatives

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

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

RECEIVED IN THE OFFICE
OF THE CITY CLERK

JAN 22 2024

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

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

This request includes the following property of approximately 1.02 acres of land, consisting of portions of GCAD Property ID 113292 to the full extent that such Property currently is within the ETJ of the City of Denison, Texas.

Said property is located at

411 Snow Road, Denison, Texas

The property is listed in Grayson County Appraisal District as

DELMAR ESTATES, LOT 9, ACRES 1.02

and more particularly described as:

Being all of Lot Nine (9) of the DELMAR ESTATES, of Grayson County, Texas, as shown by plat of record in Volume 11, at Pages 7 & 7A of the Plat Records of Grayson County, Texas.

The property is further described graphically on the map below.

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

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

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

The population of the area in request is 0 in total, of which 0 are registered voters.



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

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

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

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



**Petition Signatories
per Election Code § 277.002**

GCAD Parcel IDs 113292

Ray Davis

Ray C. Davis

338 Desvoignes Road, Denison, Texas 75201
Residence Address

[REDACTED]

Date of Birth or Voter ID

1/16/24

Date Signed

Linda Davis

Linda B. Davis

338 Desvoignes Road, Denison, Texas 75201
Residence Address

[REDACTED]

Date of Birth or Voter ID

1/16/24

Date Signed

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Vincent William McKeon, Jr., Lisa Kusch McKeon and Tressie Elizabeth McKeon for three parcels of land commonly known as 2705 Preston Road, Denison, Texas more particularly described as G-0062 Bennett D W & HRS A-G0062, Acres 123.593, GCAD Property ID No. 113436; 1173 Davy Lane, Denison, Texas more particularly described as G-0062 D W & HRS A-G0062, Acres 13.0, GCAD Property ID No. 113430; and 2705 Preston Road, Denison, Texas, more particularly described as G-0062 Bennett D W & HRS A-G0062, Acres 19.11, GCAD Property ID No. 445083.

Staff Contact

Julie Fort, City Attorney
(972) 668-6400

Summary

- On January 16, 2024, the City of Denison City Clerk's office received a petition by landowners Vincent William McKeon, Jr., Lisa Kusch McKeon and Tressie Elizabeth McKeon for release from the extraterritorial jurisdiction ("ETJ").
- The petition includes approximately 155.7 acres commonly known as 2705 Preston Road and 1173 Davy Lane, Denison, Texas, located in G-0062 Bennett D W & HRS A-60062, GCAD Property ID Nos. 113436, 113430 and 445083.
- Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023.
- The validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

Staff Recommendation

Staff recommends denial of the ETJ release petition.

Recommended Motion

"I move to deny the McKeon Petition for three parcels of land commonly known as 2705 Preston Road, Denison, Texas more particularly described as G-0062 Bennett D W & HRS A-G0062, Acres 123.593, GCAD Property ID No. 113436; 1173 Davy Lane, Denison, Texas more particularly described as G-0062 D W & HRS A-G0062, Acres 13.0, GCAD Property ID No. 113430; and 2705 Preston Road, Denison, Texas, more particularly described as G-0062 Bennett D W & HRS A-G0062, Acres 19.11, GCAD Property ID No. 445083, because Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City of Denison's grant of legislative discretion under Local Government Code Section 42.023. The City of Denison does not consent to removal of property from its ETJ."

Background Information and Analysis

On January 16, 2024, the City of Denison City Clerk's office received a petition by landowners Vincent William McKeon, Jr. Lisa Kusch McKeon and Tressie Elizabeth McKeon for release from the extraterritorial jurisdiction ("ETJ"). The petition includes approximately 155.7 acres commonly known as 2705 Preston Road, Denison, Texas more particularly described as G-0062 Bennett D W & HRS A-G0062, Acres 123.593, GCAD Property ID No. 113436; 1173 Davy Lane, Denison, Texas more particularly described as G-0062 D W & HRS A-G0062, Acres 13.0, GCAD Property ID No. 113430; and 2705 Preston Road, Denison, Texas, more particularly described as G-0062 Bennett D W & HRS A-G0062, Acres 19.11, GCAD Property ID No. 445083. Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023. The City does not consent to removal of property from its ETJ.

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

Financial Considerations

None.

Prior Board or Council Action

The City Council has denied previously filed petitions.

Alternatives

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

**PETITION FOR RELEASE OF AREA BY LANDOWNERS AND/OR RESIDENTS FROM
EXTRATERRITORIAL JURISDICTION**

RECEIVED IN THE OFFICE
OF THE CITY CLERK

JAN 16 2024

January 9, 2024

To: Christine Wallentine
City Clerk
City of Denison Texas
300 W. Main Street
P.O. Box 347
Denison, Texas 75021

Via Hand Delivery, First Class Mail & Electronic Mail
cwallentine@cityofdenison.com

Bobby Atteberry
City Manager
City of Denison Texas
300 W. Main Street
P.O. Box 347
Denison, Texas 75021

Via Hand Delivery, First Class Mail & Electronic Mail
citymanager@cityofdenison.com
batteberry@cityofdenison.com

Pursuant to Texas Local Government Code, Title 2, Subtitle C, Chapter 42, Subchapter D, § 42.101 et al, the owners of the area consisting of three parcels of land and a total of 155.703 acres in the City of Denison's extraterritorial jurisdiction hereby petition the City of Denison (for the Second time) to release said areas from its extraterritorial jurisdiction.

Areas Petitioned for Release from extraterritorial jurisdiction:

Area No. 1	Owner(s): Vincent William McKeon Jr. Lisa Kusch McKeon Property ID# (s): 113436 Geographic ID: 076 0062071 Legal Description: G-0062 BENNETT D W & HRS A-G0062, ACRES 123.593; See Exhibit A for metes and bounds description and map Location of Property: 2705 Preston Road, Denison, Texas 75020 Total Acreage: 123.593 acres Current Zoning District(s): Extraterritorial Jurisdiction
Area No. 2	Owner(s): Vincent William McKeon Jr. Lisa Kusch McKeon

	Property ID# (s): 113430 Geographic ID: 076 0062068 Legal Description: G-0062 BENNETT D W & HRS A-G0062, ACRES 13.0; See Exhibit B for metes and bounds description and map Location of Property: 1173 Davy Lane, Denison, Texas 75020 Total Acreage: 13.0 acres Current Zoning District(s): Extraterritorial Jurisdiction
Area No. 3	Owner(s): Tressie Elizabeth McKeon Property ID# (s): 445083 Geographic ID: 076 006207101 Legal Description: G-0062 BENNETT D W & HRS A-G0062, ACRES 19.11; See Exhibit C for metes and bounds description and map Location of Property: 2705 Preston Road, Denison, Texas 75020 Total Acreage: 19.11 acres Current Zoning District(s): Extraterritorial Jurisdiction

Verified signatures and exhibits can be found below.

The land areas identified above have been in the McKeon family for six generations and nearly 150 years. The City of Denison unilaterally determined that this land was part of its extraterritorial jurisdiction and that it had the authority to pass rules and regulations limiting what can be done with our rural property. We receive no City services and have no voice or vote in the City's elections. Yet, we are forced to comply with the onerous and never-ending new regulations the City of Denison dictates.

The Texas Legislature has seen fit to free Texas landowners and limit local city governments from imposing unnecessary and overreaching laws and restrictions outside their city limits. The Legislature also left ***no opportunity*** for the City of Denison to ignore or deny this petition.

Pursuant to Tex. Local Government Code § 42.105, the City of Denison is required to immediately release the area from their extraterritorial jurisdiction and, if it fails to do so, the area becomes automatically released from its jurisdiction as a matter of law:

(c) If a resident or landowner obtains the number of signatures on the petition required under Section 42.104 to release the area from the municipality's extraterritorial jurisdiction, **the municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.**

(d) **If a municipality fails to take action to release the area** under Subsection (c) by the later of the 45th day after the date the municipality receives the petition

or the next meeting of the municipality's governing body that occurs after the 30th day after the date the municipality receives the petition, **the area is released by operation of law.**

Tex. Local Government Code § 42.105(c)-(d).

The City's claim that this law is unconstitutional is nothing more than a baseless self-serving assertion made in an effort to retain power and control over the land and landowners that the City is not entitled to. Both the Texas and U.S. Constitution provide protections for private property rights—not city bureaucrats.

Accordingly, we demand that the City of Denison immediately cease making any claim or assertion that the Areas identified above are part of, or contained within, the City's extraterritorial jurisdiction. We further demand that the City correct its zoning map to accurately reflect the status of the Areas at issue which are no longer legally in the extraterritorial jurisdiction. Any claim or representation to the contrary is an intentional misrepresentation by the City of the law and the legal state of the property.

We appreciate your attention to this matter. Should you have any questions, please contact us as follows:

Tressie E. McKeon
1173 Davy Lane
Denison, Texas 75020
(903) 816-1107
Tressie2010@gmail.com

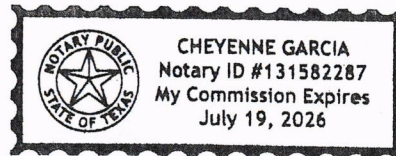
I, **Vincent William McKeon, Jr.**, with a date of birth of [REDACTED] Voter Registration Number 1024833171, am registered to vote in Grayson County, Texas. My residential address is 1173 Davy Lane, Denison, Texas 75020. My wife, Lisa McKeon, and myself, are the only persons with an ownership interest in Areas No. 1 and 2 identified above. In addition, all eligible voters residing in Areas 1, 2 and 3 identified above are included in and signing this petition.

THE STATE OF TEXAS COUNTY OF Grayson BEFORE ME, a Notary Public, on this day personally appeared Vincent William McKeon Jr., the undersigned, who, under oath, stated the following: "I hereby certify that I am Vincent William McKeon Jr., and the information contained herein is true and correct and within my personal knowledge."

Vincent William McKeon Jr. 1-9-24
Vincent William McKeon Jr. Date

Signatures SUBSCRIBED AND SWORN TO before me, this 9 day of January, ²⁰²⁴~~2023~~.

Cheyenne Garcia
Notary Public



I, **Lisa McKeon**, with a date of birth of [REDACTED], Voter Registration Number 1025543064, am registered to vote in Grayson County, Texas. My residential address is 1173 Davy Lane, Denison, Texas 75020. My husband, Vincent William McKeon Jr., and myself, are the only persons with an ownership interest in Areas No. 1 and 2 identified above. In addition, all eligible voters residing in Areas 1, 2 and 3 identified above are included in and signing this petition.

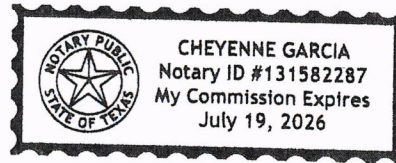
THE STATE OF TEXAS COUNTY OF Grayson BEFORE ME, a Notary Public, on this day personally appeared Lisa McKeon, the undersigned, who, under oath, stated the following: "I hereby certify that I am Lisa McKeon, and the information contained herein is true and correct and within my personal knowledge."

Lisa McKeon
Lisa McKeon

1-9-2024
Date

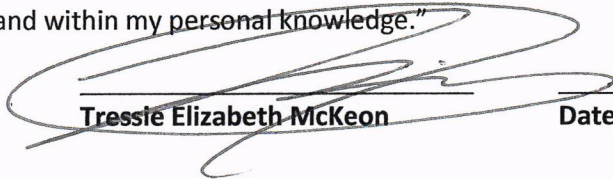
Signatures SUBSCRIBED AND SWORN TO before me, this 9 day of January, ²⁰²⁴~~2023~~.

Cheyenne Garcia
Notary Public

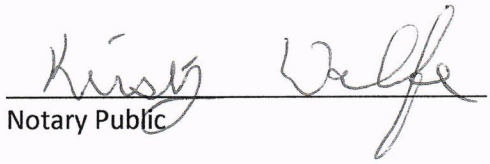


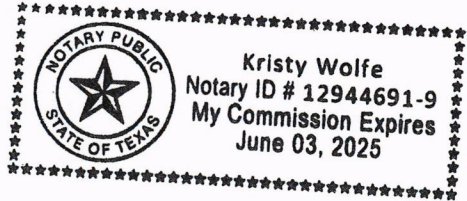
I, **Tressie Elizabeth McKeon**, with a date of birth of [REDACTED], Voter Registration Number 1025320243, am registered to vote in Grayson County, Texas. My residential address is 1173 Davy Lane, Denison, Texas 75020. My husband, Ryan Scott Cluck, and myself, are the only persons with an ownership interest in Area No. 3 identified above. In addition, all eligible voters residing in Areas 1, 2 and 3 identified above are included in and signing this petition.

THE STATE OF TEXAS COUNTY OF Grayson BEFORE ME, a Notary Public, on this day personally appeared Tressie Elizabeth McKeon, the undersigned, who, under oath, stated the following: "I hereby certify that I am Tressie Elizabeth McKeon, and the information contained herein is true and correct and within my personal knowledge."


Tressie Elizabeth McKeon Date 1-12-24

Signatures SUBSCRIBED AND SWORN TO before me, this 12 day of January, 2024


Notary Public



I, **Ryan Scott Cluck**, with a date of birth of [REDACTED] Voter Registration Number 1069518125, am registered to vote in Grayson County, Texas. My residential address is 1173 Davy Lane, Denison, Texas 75020. My wife, Tressie Elizabeth McKeon, and myself, are the only persons with an ownership interest in Area No. 3 identified above. In addition, all eligible voters residing in Areas 1, 2 and 3 identified above are included in and signing this petition.

THE STATE OF TEXAS COUNTY OF Dallas BEFORE ME, a Notary Public, on this day personally appeared Ryan Scott Cluck, the undersigned, who, under oath, stated the following: "I hereby certify that I am Ryan Scott Cluck, and the information contained herein is true and correct and within my personal knowledge."

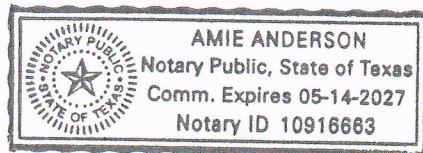


Ryan Scott Cluck

1-10-24

Date

Signatures SUBSCRIBED AND SWORN TO before me, this 10th day of January, 2024





Notary Public

EXHIBIT "A"

SITUATED in the County of Grayson, State of Texas, being a part of the D.W. Bennett Survey, Abstract No. 62, and being all of the "called" 30.000 ac. tract (First Tract) and a part of the "called" 30.000 ac. tract (Second Tract) and part of the "called" 88.000 ac. tract (Third Tract) all conveyed by Warranty Deed from Bonie Frances McKeon to Vincent William McKeon, on June 18, 1992, and recorded in Volume 2218, Page 937, Real Property Records, Grayson county, Texas, and being more particularly described by metes and bounds as followed to wit;

BEGINNING at a point in the centerline of Preston Road, a public road, and the West line of 15.442 ac. conveyed to Michael B. Barker, recorded in Volume 5453, Page 853, Official Public Records, Grayson County, Texas, at the Northeast corner of 19.110 ac. conveyed to Tressie Elizabeth McKeon, recorded in Instrument No. 2022-36456, said Real Property Records (formerly a part of both said McKeon 30 ac. (Second Tract) and 88 ac.) and the Southeast corner of the herein described tract;

THENCE North 89 deg. 28 min. 52 sec. West, with the North line of said Tressie McKeon 19.110 ac., a distance of 2,734.48 feet to a point in the East line of both the J. Newton Survey, Abstract No. 1464, and the 92.000 ac. tract conveyed to Davis Thomas Montgomery, recorded in Volume 2962, Page 556, said Official Public Records, and the West line of said D.W. Bennett Survey, at the Northwest corner of said Tressie McKeon 19.110 ac. and the Southwest corner of the herein described tract;

THENCE North 01 deg. 24 min. 03 sec. East, with the East line of both said J. Newton Survey and said Montgomery 92.000 ac., and the West line of both said McKeon "called" 88.000 ac. tract and D.W. Bennett Survey, a distance of 726.88 ft., more or less, to the Northeast corner of said Montgomery 92.000 ac., and the Southeast corner of the 10.000 ac. conveyed to Ricky D. Stephenson and Sharla K. Stephenson, recorded in Volume 2362, Page 512, said Real Property Records;

THENCE North 00 deg. 59 min. 32 sec. East, with the East line of both said J. Newton Survey and Stephenson 10.00 ac., and the West line of both said D.W. Bennett Survey and McKeon "called" 88.000 ac. tract, a distance of 1,043.76 feet, more or less, to the Southeast corner of the 41.874 ac. conveyed to Justin Robert Clement & Courtney Leann Clement, recorded in Instrument No. 2018-3285, said Real Property Records, and the Northeast corner of said Stephenson 10.00 ac.;

THENCE North 00 deg. 48 min. 05 sec. East, continuing with the West line of both said D.W. Bennett Survey and McKeon "called" 88 ac. tract (Third Tract), passing into the pavement of Davy Lane, a public road, and leaving said pavement, a distance of 232.31 ft., more or less, to the Northwest corner of both said McKeon "called" 88.00 ac. tract (Third Tract) and the herein described tract;

THENCE Southeasterly, with the North line of both said McKeon "called" 88 ac. tract (Third Tract) and "called" 30 ac. tract, entering the pavement of said Davy Lane, and continuing with the center of said Davy Lane, a distance of 2,664.60 ft., more or less, to the Northeast corner of both said McKeon "called" 30.000 ac. tract (First Tract) and the herein described tract, being at the intersection of said Davy Lane (East-West road) with said Preston Road (North-South road);

THENCE South 00 deg. 56 min. 12 sec. East, with the East line both said McKeon "called" 30.000 ac. tract (First Tract) and 30.000 ac. tract (Second Tract), along or near the center of said Preston Road, a distance of 1,348.04 feet, more or less;

THENCE South 00 deg. 47 min. 54 sec. East, continuing with or near the center of said Preston Road, and the East line of said McKeon "called" 30.000 ac. tract (Second Tract), a distance of 640.37 feet to the **PLACE OF BEGINNING** and containing 123.593 ACRES of land, more or less;

Exhibit "A" cont'd

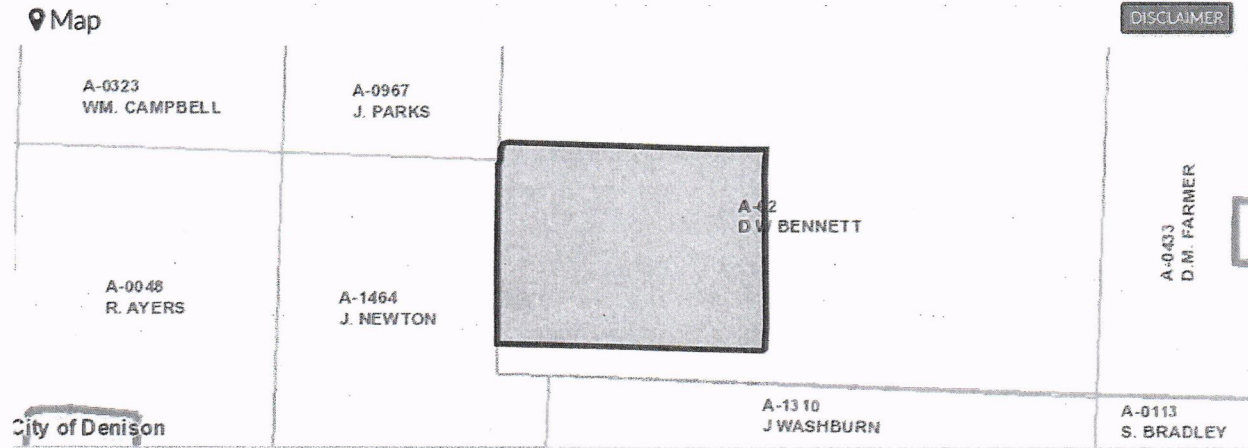


EXHIBIT "B"

13 acres of land out of a 80 acre tract conveyed to Tom Higgins by Pinkie Belle Brack by warrant deed dated Oct. 30, 1968 and recorded in vol.1119 page 533, Grayson County Deed Records, situated in the D. W. Bennett survey by patent No. 156, Vol. 5, Abst.No 62, on the waters of Iron Ore Creek and more particularly described as follows:

Beginning at a point in the center of a county road on the South line of said 80 acre tract 986.2 feet N-83-30-E from the Southwest corner of said 80 acre tract. Thence N-83-30-E, along and with the center of said county road, and the South line of said 80 acre tract, 427.4 feet to a point. Thence N-06-08-W, 1325.0 feet to a 3/4 inch iron rod set in the North line of said 80 acre tract. Thence S-83-30-W, along and with the North line of said 80 acre tract, 427.4 feet to a 3/4 inch iron rod, the Northwest corner of this tract and the Northeast corner of a 10 acre tract. Thence S-06-08-E, 1325.0 feet to the place of beginning, containing 13 acres of land, more or less. This conveyance is subject to the covenant and condition that any construction of buildings on the premises shall be of new material. This covenant may be enforced by a suit for specific performance only and a breach thereof shall not work any forfeiture of title.....

Map

DISCLAIMER

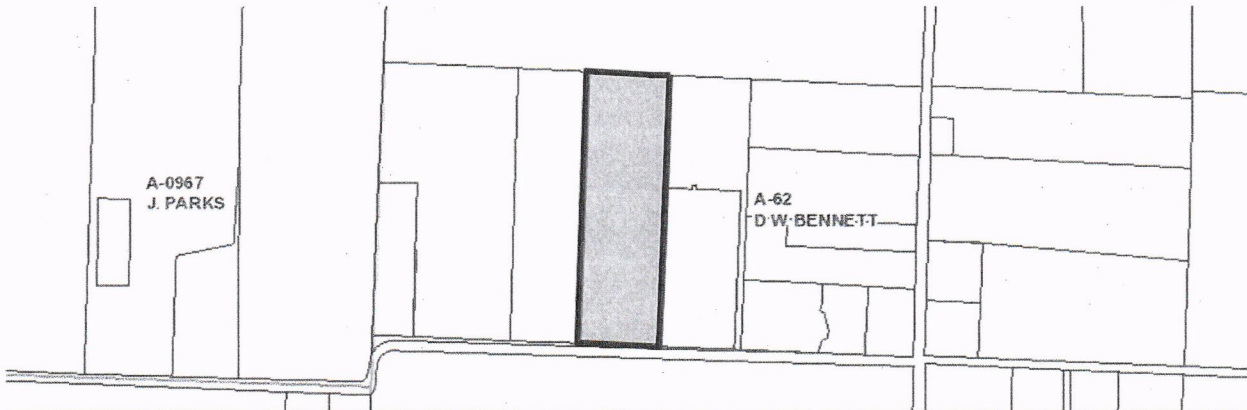


EXHIBIT "C"

SITUATED in the County of Grayson, State of Texas, and being a part of the D.W. Bennett Survey, Abstract No. 62 and being a part of the "called" 30 acre tract of land (Second Tract) and a part of the "called" 88 acre tract of land (Third Tract) both conveyed by Warranty Deed from Bonnie Frances McKeon to Vincent William McKeon, Jr. on June 19, 1992 and recorded in Volume 2218, Page 937, Real Property Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a ½ inch rebar found in the South line of said D.W. Bennett Survey and in the North line of both the James Washburn Survey, Abstract No. 1310 and the James Thomas Connor 61.25 acre tract of land conveyed in Volume 2814, Page 827, Official Public Records, Grayson County, Texas, at the Southwest corner of the Michael B. Barker 15.442 acre tract of land conveyed in Volume 5453, Page 853, said Official Public Records and the Southeast corner of both said McKeon 30 ac. and the herein described tract, **FROM** which a ½ inch rebar found at an angle point in the South line of said Barker 15.442 ac. bears South 89 deg. 50 min. 05 sec. East, 721.64 ft.;

THENCE North 88 deg. 28 min. 52 sec. West, with the South line of both said McKeon 30 ac. and D.W. Bennett Survey and the North line of both said Connor 61.25 ac. and James Washburn Survey, a distance of 872.10 ft. to the West base of a "dead" 16 inch tree near a wire fence;

THENCE North 89 deg. 16 min. 25 sec. West, with the general course of a wire fence, continuing along the South line of both said McKeon 30 ac. and D.W. Bennett Survey and also the South line of said McKeon 88 ac. and the North line of both said Connor 61.25 ac. and James Washburn Survey, a distance of 1,285.13 ft. to a 5/8 inch rebar found at the North base of a 4 inch bois d'arc corner post at the Northwest corner of both said Connor 61.25 ac. and James Washburn Survey, the most Eastern Northeast corner of the J. Newton Survey, Abstract No. 1464 and the Northeast corner of the 182.463 acre tract of land conveyed to Douglas L. Shankles in Volume 2103, Page 371, Real Property Records, Grayson County, Texas;

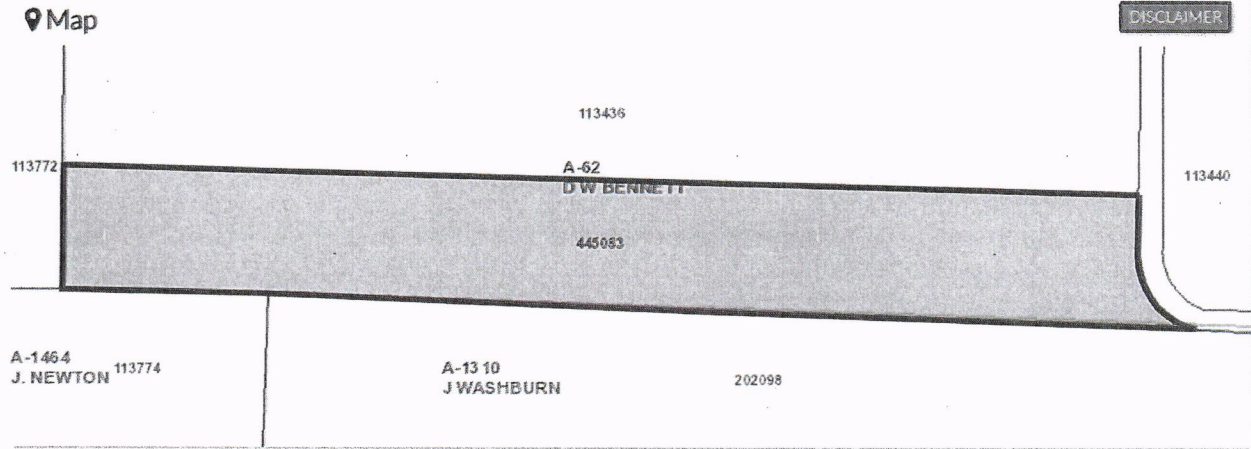
THENCE North 89 deg. 28 min. 01 sec. West, continuing with the South line of both said McKeon 88 ac. and D.W. Bennett Survey and the North line of both said J. Newton Survey and Shankles 182.463 ac., passing a "tail" 3/8 inch rebar found at 563.33 ft. and continuing on for a **TOTAL** distance of 588.92 ft. to a point in the center of a creek, in the East line of the 92 acre tract of land conveyed to David Thomas Montgomery in Volume 2962, Page 556, said Official Public Records, at the most Northern Northwest corner of said Shankles 182.463 ac., an Ell corner of said J. Newton Survey and the Southwest corner of said McKeon 88 ac., the D.W. Bennett Survey and the herein described tract;

THENCE North 01 deg. 24 min. 03 sec. East, with the East line of both said J. Newton Survey and Montgomery 92 ac. and the West line of both said D.W. Bennett Survey and McKeon 88 ac., leaving said creek and passing a ½ inch capped rebar set, stamped "RPLS 6578" at 145.11 ft. and continuing on for a **TOTAL** distance of 301.11 ft. to a ½ inch capped rebar set, stamped "RPLS 6578" at the Northwest corner of the herein described tract, **FROM** which a ½ inch rebar found at the most Eastern Northeast corner of said Montgomery 92 ac. bears North 01 deg. 24 min. 03 sec. East, 726.88 ft.;

THENCE South 89 deg. 28 min. 52 sec. East, over and across both said McKeon 88 ac. and 30 ac., passing a ½ inch capped rebar set, stamped "RPLS 6578" at 2,712.98 ft. and continuing on for a **TOTAL** distance of 2,734.48 ft. to a mag-nail with flasher set in the pavement of Preston Road, a public road, in the West line of said Barker 15.442 ac. and the East line of said McKeon 30 ac., at the Northeast corner of the herein described tract, **FROM** which a railroad spike found at the Northwest corner of said Barker 15.442 ac. bears North 00 deg. 47 min. 54 sec. West, 640.37 ft.;

THENCE South 00 deg. 47 min. 54 sec. East, along or near the center of said Preston Road, with the West line of said Barker 15.442 ac. and the East line of said McKeon 30 ac., leaving the pavement of said Preston Road, and continuing on for a total distance of 305.96 ft. to the **PLACE OF BEGINNING** and containing 19.110 ACRES of land.

EXHIBIT "C" cont'd



City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property located at Highway 69, Denison, Texas, more particularly described as Delmar Estates, Lot 11, Acres 3.66, GCAD Property ID No. 113294.

Staff Contact

Julie Fort, City Attorney
(972) 668-6400

Summary

- On January 25, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ").
- The petition includes approximately 3.66 acres located at Highway 69, Denison, Texas, located in Delmar Estates, Lot 11, GCAD Property ID No. 113294.
- Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023.
- The validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

Staff Recommendation

Staff recommends denial of the ETJ release petition.

Recommended Motion

"I move to deny the Davis Petition to remove property from the City of Denison's extraterritorial jurisdiction located at Highway 69, Denison, Texas more particularly described as Delmar Estates, Lot 11, Acres 3.66, GCAD Property ID No. 113294, because Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City of Denison's grant of legislative discretion under Local Government Code Section 42.023. The City of Denison does not consent to removal of property from its ETJ."

Background Information and Analysis

On January 25, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ"). The petition includes approximately 3.66 acres located at Highway 69, Denison, Texas, located in Delmar Estates, Lot 11, GCAD Property ID No. 113294. Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023. The City does not consent to removal of property from its ETJ.

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

Financial Considerations

None.

Prior Board or Council Action

The City Council has denied previously filed petitions.

Alternatives

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

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

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

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

This request includes the following property of approximately 3.66 acres of land, consisting of GCAD Property ID 113294 to the full extent that such Property currently is within the ETJ of the City of Dennison, Texas.

Said property is located at

Highway 69, Denison, Texas

and more particularly described by the Grayson CAD as

DELMAR ESTATES, LOT 11, ACRES 3.66

The property is further described by plat and deed:

Being Lot Eleven (11) of the Delmar Estates addition to Grayson County, Texas, as shown by plat recorded in Volume 11, Page 7 and 7A, Plat Records, Grayson, County; and as recorded in Grayson County property records, Volume 3724, Page 373

and graphically described in the map below.

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

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

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

RECEIVED IN THE OFFICE
OF THE CITY CLERK

JAN 25 2024

RECEIVED IN THE OFFICE
OF THE CITY CLERK

JAN 25 2024

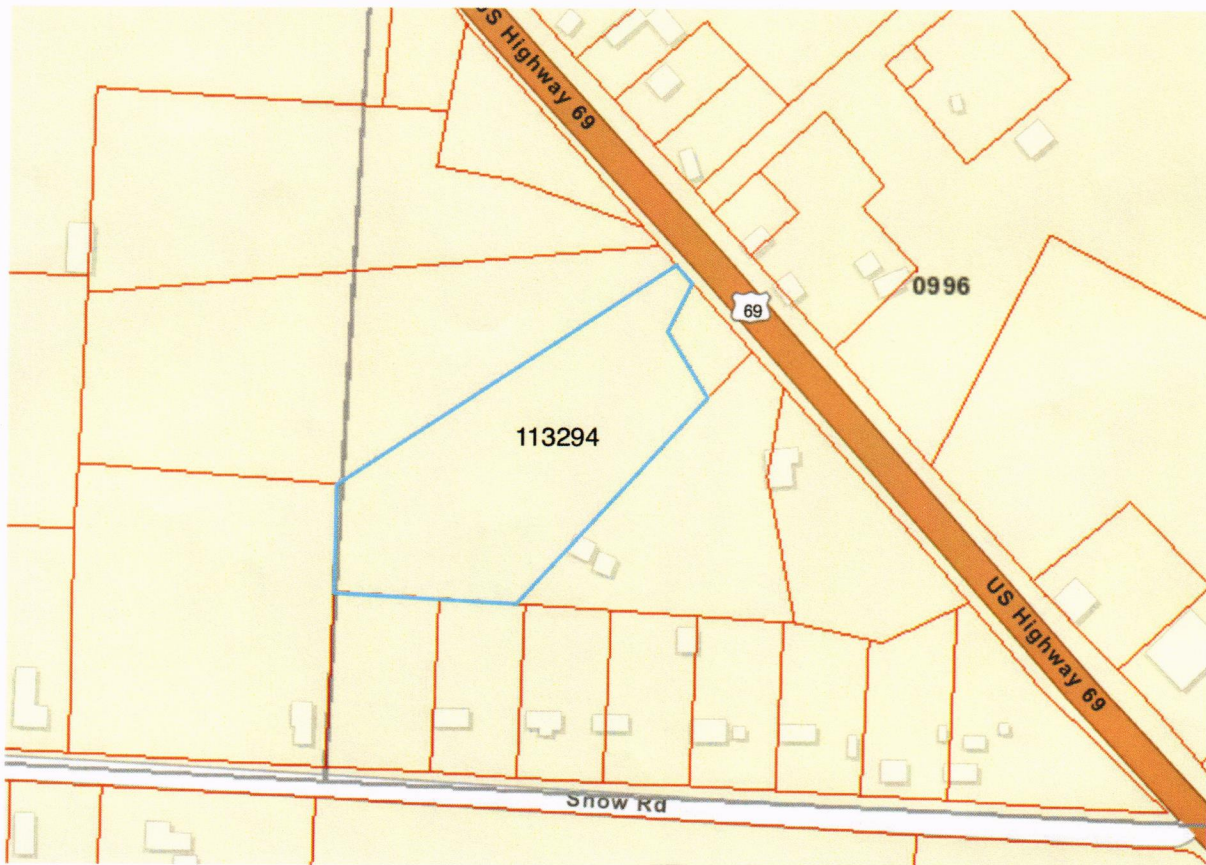
The population of the area in request is 0 in total, of which none are registered voters.

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

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

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

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




**Petition Signatories
per Election Code § 277.002**

GCAD Parcel IDs 113294

Ray Davis

Ray C. Davis

338 Desvoignes Road, Denison, Texas 75201
Residence Address



Date of Birth or Voter ID

1/22/24
Date Signed

Linda Davis

Linda B. Davis

338 Desvoignes Road, Denison, Texas 75201
Residence Address


Date of Birth or Voter ID

1/22/24
Date Signed

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on denying the extraterritorial jurisdiction release petition received from Ray C. Davis and Linda B. Davis for property located at Highway 69, Denison, Texas, more particularly described as Delmar Estates, Lot 12, Acres 3.66, GCAD Property ID No. 113295.

Staff Contact

Julie Fort, City Attorney
(972) 668-6400

Summary

- On January 25, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ").
- The petition includes approximately 3.66 acres located at Highway 69, Denison, Texas, located in Delmar Estates, Lot 12, GCAD Property ID No. 113295.
- Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023.
- The validity of Senate Bill 2038 is under review in Travis County District Court, Case No, D-1-GN-23-007785, the City of Grand Prairie v. The State of Texas, and the City of Denison has made a decision to join this case as a party as there are valid reasons for the Court to overturn Senate Bill 2038.

Staff Recommendation

Staff recommends denial of the ETJ release petition.

Recommended Motion

"I move to deny the Davis Petition to remove property from the City of Denison's extraterritorial jurisdiction located at Highway 69, Denison, Texas more particularly described as Delmar Estates, Lot 12, Acres 3.66, GCAD Property ID No. 113295, because Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City of Denison's grant of legislative discretion under Local Government Code Section 42.023. The City of Denison does not consent to removal of property from its ETJ."

Background Information and Analysis

On January 25, 2024, the City of Denison City Clerk's office received a petition by landowners Ray C. Davis and Linda B. Davis for release from the extraterritorial jurisdiction ("ETJ"). The petition includes approximately 3.66 acres located at Highway 69, Denison, Texas, located in Delmar Estates, Lot 12, GCAD Property ID No. 113295. Senate Bill 2038 is an unconstitutional delegation of legislative authority, and it conflicts with the City's grant of legislative discretion under Local Government Code Section 42.023. The City does not consent to removal of property from its ETJ.

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

Financial Considerations

None.

Prior Board or Council Action

The City Council has denied previously filed petitions.

Alternatives

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

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

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

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

This request includes the following property of approximately 5.1 acres of land, consisting of GCAD Property ID 113295 to the full extent that such Property currently is within the ETJ of the City of Dennison, Texas.

RECEIVED IN THE OFFICE
OF THE CITY CLERK

Said property is located at

JAN 25 2024

Highway 69, Denison, Texas

and more particularly described by the Grayson CAD as

DELMAR ESTATES, LOT 12, ACRES 3.66

The property is further described by plat and deed:

Being all of Lot No. Twelve (12) of the Delmar Estates addition to Grayson County, Texas, as shown by plat recorded in Volume 11, Page 7 at the Plat Records of Grayson, County; and as recorded in Grayson County property records, Volume 3609, Page 564

and graphically described in the map below.

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

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

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

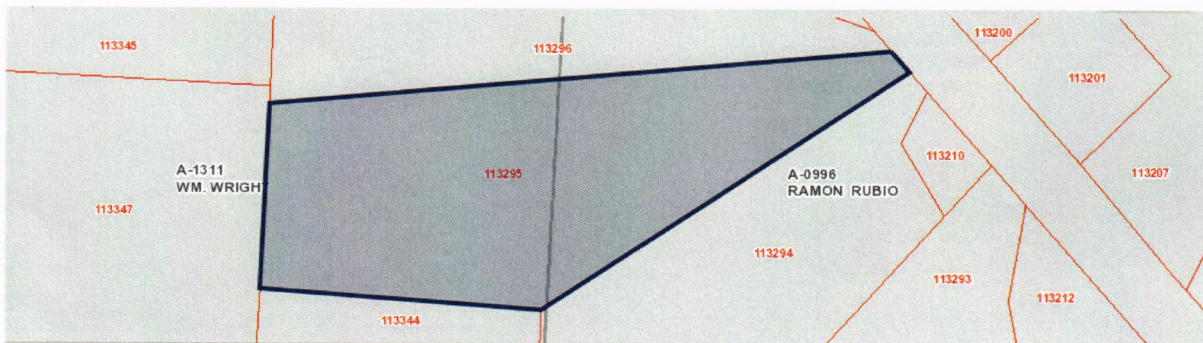
The population of the area in request is 0 in total, of which none are registered voters.

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

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

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

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



Petition Signatories
per Election Code § 277.002

GCAD Parcel IDs 113295

Ray Davis

Ray C. Davis

338 Desvoignes Road, Denison, Texas 75201
Residence Address

[REDACTED]

Date of Birth or Voter ID

1/22/24

Date Signed

Linda Davis

Linda B. Davis

338 Desvoignes Road, Denison, Texas 75201
Residence Address

[REDACTED]

Date of Birth or Voter ID

1/22/24

Date Signed

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on a resolution authorizing continued participation with the Steering Committee of cities served by Oncor and authorizing the payment of ten cents (\$0.10) per capita to the Steering Committee regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.

Staff Contact

Bobby Atteberry, Interim City Manager
batteberry@cityofdenison.com
(903) 464-4440

Summary

- The City of Denison (“City”) is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (“Steering Committee”).
- The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members.
- The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s.
- Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.
- The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

Staff Recommendation

Staff recommends adoption of the resolution.

Recommended Motion

“I move to adopt the resolution authorizing continued participation with the Steering Committee of cities served by Oncor and authorizing the payment of ten cents (\$0.10) per capita to the Steering Committee regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC.”

Background Information and Analysis

The City of Denison (“City”) is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (“Steering Committee”). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public

Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership

Financial Considerations

The annual cost of the membership is \$2,632.80 and is budgeted out of the General Fund.

Prior Board or Council Action

The City Council has historically approved this assessment for the previous several years.

Alternatives

The City Council may table this item.

City of Arlington, c/o Oncor Cities
 Steering Committee
 Attn: Brandi Stigler
 101 S. Mesquite St., Ste. 300
 MS # 63-0300
 Arlington, TX 76010

Invoice

Date	Invoice #
1/8/2024	24-41

Bill To
City of Denison

Item	Population	Per Capita	Amount
2024 Membership Assessment	26,328	0.10	2,632.80
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010			Total \$2,632.80

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

- WHEREAS, the City of Denison, Texas (“City”) is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and
- WHEREAS, the Steering Committee of Cities Served By Oncor (“Steering Committee”) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and
- WHEREAS, the City is a member of the Steering Committee; and
- WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and
- WHEREAS, the Steering Committee at its December 2023 meeting set a budget for 2024 that compels an assessment of ten cents (\$0.10) per capita; and
- WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Denison and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the 5th day of February 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of _____, Texas.

JANET GOTT, Mayor

ATTEST:

Christine Wallentine, City Clerk

City Council Meeting Staff Report



Agenda Item

Receive a report, hold a discussion and take action on the reappointment of Jeff Thompson, as a regular member, to the Zoning Board of Adjustments and Appeals to serve a two-year term effective January 1, 2024.

Staff Contact

Felecia Winfrey, Development Coordinator

Planning Department

fwinfrey@cityofdenison.com

903-465-2720 Ext. 2519

Summary

- The Denison Zoning Board of Adjustments and Appeals was created under Chapter 28, Article II, Section 28.8 of the Denison Code of Ordinances.
- The Zoning Board of Adjustments and Appeals is comprised of five (5) total members; two (2) alternate members, all of whom reside within the City of Denison.
- The function of the Zoning Board of Adjustments and Appeals is to make special exceptions that are consistent with the general purpose and intent of this Ordinance in appropriate cases and subject to appropriate conditions and safeguards. Each member shall serve a two-year term of office, with no more than three consecutive full terms.
- Mr. Thompson is currently serving as a regular member of the Zoning Board of Adjustments and Appeals
- Mr. Thompson is in good standing, is willing, and eligible to serve a two-year term.

Staff Recommendation

Staff recommends the reappointment of Jeff Thompson as a regular member of the Zoning Board of Adjustments and Appeals, to serve a two-year term.

Recommended Motion

“I move to reappoint Jeff Thompson as a regular member to the Zoning Board of Adjustments and Appeals, to serve a two-year term effective January 1, 2024.”

Background Information and Analysis

The Denison Zoning Board of Adjustments and Appeals was created under Chapter 28, Article II, Section 28.8 of the Denison Code of Ordinances. The Zoning Board of Adjustments and Appeals is comprised of five (5) total members; two (2) alternate members, all of whom reside within the City of Denison. The members are appointed by the City Council. The function of the Zoning Board of Adjustments and Appeals is to make special exceptions that are consistent with the general purpose and intent of this Ordinance in appropriate cases and subject to appropriate conditions and safeguards. Each member shall serve nor more than a two-year term of office, with no more than three (3) consecutive full terms.

Jeff Thompson is in good standing and is currently serving on the City of Denison's Zoning Board of Adjustments and Appeals. Mr. Thompson's term expired on December 31st, 2023. With reappointment he will term out at the end of 2025.

Financial Considerations

None

Prior Board or Council Action

The Council's most recent appointment to the Zoning Board of Adjustments and Appeals was the appointment of Mike Zapata as a regular member and Spence Redwine as an alternate member to the Zoning Board of Adjustments and Appeals to serve a two-year term on December 12, 2022.

Alternatives

Council may deny, modify, or table the appointment to the Zoning Board of Adjustments and Appeals.

City Council Meeting Staff Report



February 5, 2024
Regular Council Meeting

Agenda Item

Receive a report, hold a discussion, and take action on the approval of the purchase of a CASE tractor loader, with a total purchase amount of \$105,842.00, from ASCO Equipment 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

- Tractor loaders are commonly used by Public Works staff to load construction materials and spoils into dump trucks and to perform grading when equipped with a box blade.
- The Streets division of Public Works currently operates one tractor loader, Unit # 5714, that is a model year 2010 John Deere but is undersized for the work the division performs.
- The proposed purchase will provide Streets with an appropriately sized tractor loader equipped with a box blade to allow them to operate more efficiently and effectively.

Staff Recommendation

Staff recommends approval of this purchase.

Recommended Motion

“I move to approve the purchase of a CASE tractor loader, with a total purchase amount of \$105,842.00, from ASCO Equipment and authorize the Interim City Manager to execute any associated documents.”

Background Information and Analysis

The Streets division of Public Works currently operates an undersized tractor loader which limits the scope of work the division can effectively complete. The division needs a larger tractor to effectively load, distribute, and grade road base and construction materials. The proposed purchase will provide the division with an appropriately sized machine and will allow them to do larger scale projects throughout the city.

The cooperative purchase program proposal from ASCO Equipment is for a CASE model 570N EP tractor loader with 82” bucket, box blade, and four-wheel drivetrain. If approved, the fully equipped tractor will be available for delivery immediately after receipt of purchase order as it is currently in stock.

Financial Considerations

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

Prior Board or Council Action

None.

Alternatives

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



Proposal

Quote Expires - Jan 17, 2024

Dec 28, 2023

CITY OF DENISON

QUO-30383-S0V6Q5

Dealer :

ASCO EQUIPMENT
3600 E HWY 82
SHERMAN, TX 75090

Daniel Whiddon

Customer :

CITY OF DENISON
P O BOX 347
DENISON, TX 75021-0347

John Phillips

<u>Equipment</u>				
Year	Serial Number	Description	Equipment Tag	Price
2024	JJGN570NTPC777676	Case 570N EP Tractor Loader	EQ0170770	\$ 105,842.94
			Sub Total:	\$ 105,842.94
<u>Equipment Specification</u>				
BUYBOARD CONTRACT # 685-22 – City of Denison, TX				
COMMERCIAL MODEL 570N EP 4WD T4 FINAL				
MODEL 570NEPC -570N EP NC				
TRACTION 4WD -MFD				
QUICK PICKS 464449 -CAB 3PT 2W 464449				
REAR EQUIPMENT 747899 -Three Point Hitch				
FRONT WHEELS 8201110 -12x16.5, 10PR lug tread				
REAR WHEELS 8401140 -19.5LX24, 10PR STD				
LDR PERFORMANCE PKG 464078 -RC & CS & 3SPL PKG				
ROLLOVER PROTECTIVE STRUCTURES				
747853 -Cab, 2 Door with Heat and AC				
OPERATOR'S SEAT 747770 -Mech Susp, Cloth, w/ armrests				
LOADER BUCKET 747862 -82" HD Long lip w/cutting Edge				
BOX SCRAPER 469115 -BOX SCRAPER GANNON				
COLD START/BATTERIES 423093 -Cold Start Dual Battery				
FRONT BALLAST 747580 -Light Front CWT, Std.				
LIGHTS 745242 -LED Light Package				
PTO SYSTEMS 745163 -PTO Ready				
TELEMATICS SERVICE 480026 -5YR CUSTOMER 480026				
3-POINT HITCH EQUIPMENT 747878 -Dual Tilt w/Holding Valve				
<u>Pricing Summary</u>				
Trade-In Amount				\$ 0.00
Net Purchase Price				\$ 105,842.94
Grand Total				\$ 105,842.94

<u>Finance Option #1</u>	
Months	0
Rate	0
Est. Monthly Pmt	\$ 0.00

Do not wire money without verbal confirmation of wiring instructions by an ASCO team member.

There are numerous reports of people being taken advantage of by bad actors, so please be diligent to protect yourselves.

ADDITIONAL TERMS AND CONDITIONS

This proposal is subject to the additional ASCO Terms and Conditions which are attached to and made a part of this proposal by reference. Customer should read the Terms and Conditions and consult with an attorney or legal advisor to answer questions regarding this proposal or the Terms and Conditions. This proposal is a contract between the parties upon signature by the customer and acceptance by seller's management. Effective on the latest date shown below the signature of each party.



City Council Meeting Staff Report



February 5, 2024
Regular Council Meeting

Agenda Item

Receive a report, hold a discussion, and take action on the approval of the purchase of a new replacement engine for a Sanitation automatic residential collection truck, with a total purchase amount of \$65,007.92, from Bruckner Truck Sales 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

- The Public Works Sanitation division operates automatic residential collection trucks to collect refuse from residences throughout the City.
- Unit 4441 is a 2019 Mack LR64 with 80,488 miles and 7,178 engine hours. The engine in this unit has failed and requires replacement.
- The proposal from Bruckner Truck Sales will provide a new installed engine with a 3-year / 350,000-mile warranty.

Staff Recommendation

Staff recommends approval of this purchase.

Recommended Motion

“I move to approve the purchase of new replacement engine for a Sanitation automatic residential collection truck, with a total purchase amount of \$65,007.92, from Bruckner Truck Sales and authorize the Interim City Manager to execute any associated documents.”

Background Information and Analysis

The Public Works Sanitation division operates a total of four residential automatic collection trucks. These trucks are equipped with automated arms that reach out and pick up residential refuse carts for emptying. One of the trucks, Unit # 4441, has suffered an engine failure and was towed to the local manufacturers service center after attempts to repair at the Fleet shop were unsuccessful. The service center, Bruckner Truck Sales, determined that the two main bearings had failed damaging the engine crank. The severity of the damage warranted a replacement engine, and an estimate was provided.

The cooperative purchase proposal from Bruckner Truck Sales is for a new engine and includes installation. The new engine will come with a 3-year / 350,000-mile warranty. If approved, the estimated completion of the engine installation will be approximately 30 days after receipt of order, or early March 2024.

Financial Considerations

This purchase was not planned for and will be paid for out of the General Fund Division 60 – Contract Vehicles budget.

Prior Board or Council Action

None.

Alternatives

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




Bruckner Truck Sales Inc. - Dallas (Mack)

3611 Irving Blvd PO Box 569040 Dallas, TX 75356-9040 Dallas, Texas 75247-5919
 Phone: (214) 631-4770 - Fax: (214) 630-5023

ASIST

Case Number: 17867294
Repair Order Number: RA110019302
Purchase Order Number: N/A
Service Advisor: Ruiz, Aujahnae - Case Date 2024-01-09 12:49:40 -0600
ETR: 1/19/2024 at 04:00 pm CST

Customer: Denison, City Of Inc	Unit Number: 4441	
Address: 500 W CHESTNUT ST DENISON, TX 750203115 Phone: N/A Fax: N/A Customer Number: 9673636502	Asset: 2019 Mack LR Serial Number: KM001729 VIN: 1M2LR2GC3KM001729 Engine: MP7	

Item	Operation Name	Labor Hours	Parts	Core Prices	Additional Charges	Totals
1	EC0020B SCR,LABEL ONLY-2 BOX [UNDER WARRANTY]					
	Labor:					\$0.00
	Parts:					\$0.00
	-(1.0) [85152363] DECAL		\$2.99	\$0.00		\$0.00
2	UNIT 4441 C/S KNOCKING SOUND (ran with no oil). C/A					
	Cause:					
	DIAGNOSE FOR KNOCKING SOUND. ENGINE HAS OIL, WILL START AND RUN, OIL PRESSURE IS OK. AFTER RUNNING A COUPLE OF MINUTES THERE WAS CLATTER NOISE FROM UNDER THE VALVE COVER. NEED TO INSPECT VALVE TRAIN FOR DAMAGE, REMOVE PAN AND INSPECT THE CRANK AND BEARINGS FOR DAMAGE. DRAINED OIL AND REMOVED OIL FILL TUBE AND DIPSTICK. REMOVED OIL PAN AND REMOVED 4 CRANK MAIN BEARINGS. FOUND 2 MAIN BEARINGS HAVE METAL IN THEM AND SCORED. FOUND CYLINDER 3 PISTON ROD BEARING HAS SPUN AND DAMAGED THE CRANK. CHECKED OIL PUMP. OIL PUMP DOES NOT LOOK BE HAVE BEEN DAMAGED.					
	Correction:					
	QUOTING TO REPLACE ENGINE, AND LUBRICATION SYSTEM COMPONENTS AFFECTED FROM LACK OF LUBRICATION					
	*ENG. REPLACEMENT WILL COME WITH 3-YR/350,000 MILE WARRANTY					
	Labor:	65				\$13,975.00
	Parts:					\$45,574.17
	-(1.0) [23055012] INSTALLATION KIT		\$1,161.58	\$0.00		\$1,161.58
	-(1.0) [85021476] BASE ENGINE, REMAN		\$28,559.18	\$0.00		\$28,559.18
	-(1.0) [24225156] FUEL FILTER		\$61.43	\$0.00		\$61.43
	-(1.0) [23920471] FUEL FILTER		\$53.14	\$0.00		\$53.14
	-(10.0) [9853-M10W30JUG] MACK ENGINE OIL EOS-4.5 1		\$28.85	\$0.00		\$288.50
	-(1.0) [21707135] OIL FILTER		\$40.55	\$0.00		\$40.55
	-(2.0) [23658111] OIL FILTER		\$24.09	\$0.00		\$48.18
	-(12.0) [4771-AFC13100F] ANTIFREEZE - NITRATE FREE		\$7.46	\$0.00		\$89.52
	-(12.0) [CN5060-012] ATF		\$24.94	\$0.00		\$299.28
	-(1.0) [21613426] THERMOSTAT		\$172.40	\$0.00		\$172.40
	-(80.0) [948211] CABLE TIE		\$2.50	\$0.00		\$200.00
	-(1.0) [24016949] SEALANT		\$22.34	\$0.00		\$22.34
	-(12.0) [1147-4620] NON-CHLORINATED VOC BRAKE		\$8.45	\$0.00		\$101.40
	-(9.0) [22936956] SPACER SLEEVE		\$3.59	\$0.00		\$32.31
	-(9.0) [60112884] FLANGE SCREW		\$7.11	\$0.00		\$63.99
	-(1.0) [1000-PAI16MKRD] MACK ENGINE RED		\$18.76	\$0.00		\$18.76
	-(12.0) [11514357] BOLT		\$4.47	\$0.00		\$53.64
	-(1.0) [FRT] FREIGHT		\$250.00	\$0.00		\$250.00
	-(1.0) [85151723] TURBO KIT		\$5,039.99	\$840.00		\$5,879.99
	-(1.0) [21736639] OIL PUMP		\$772.90	\$280.00		\$1,052.90



ASIST

Bruckner Truck Sales Inc. - Dallas (Mack)

Customer: Denison, City Of Inc

Unit Number: 4441

Case Number: 17867294

Asset: 2019 Mack LR

VIN: 1M2LR2GC3KM001729



Item	Operation Name	Labor Hours	Parts	Core Prices	Additional Charges	Totals
-(1.0) [85150916]	INJECTOR KIT, REMAN		\$4,988.48	\$2,520.00		\$7,508.48
-(1.0) [85153430]	EGR VALVE		\$1,928.56	\$700.00		\$2,628.56
-(1.0) [85155724]	COMPRESSOR, REMAN		\$1,098.77	\$630.00		\$1,728.77
-(1.0) [20850815]	GASKET		\$58.52	\$0.00		\$58.52
-(1.0) [992065]	O-RING		\$22.07	\$0.00		\$22.07
-(1.0) [471708]	RUBBER MOULDING		\$8.77	\$0.00		\$8.77
-(1.0) [21414908]	HOSE		\$99.40	\$0.00		\$99.40
-(1.0) [977639]	NIPPLE		\$18.69	\$0.00		\$18.69
-(2.0) [976014]	O-RING		\$7.40	\$0.00		\$14.80
-(1.0) [1677370]	SEALING RING		\$7.02	\$0.00		\$7.02

3 INSTALL DRIVE LINE FROM TOW

Correction:

INSTALLED DRIVE LINE COMING FROM CARRIER BEARING TO DIFFERENTIAL TORQUED
ALL BOLTS TO SPEC

Labor:

1

\$215.00

Parts:

\$23.75

-(1.0) [MMXB110] MECH GLVE

\$12.02 \$0.00

\$12.02

-(1.0) [85132551] KIT

\$11.73 \$0.00

\$11.73

Parts: \$45,597.92

Labor: \$14,190.00

Shop Supplies: \$250.00

Core: \$4,970.00

Total: \$65,007.92

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it.

AUTHORIZED BY: _____ DATE: __/__/__

City Council Meeting Staff Report



February 5, 2023
Regular Council Meeting

Agenda Item

Receive a report, hold a discussion, and take action on the purchase of pump repair services from A.W. Chesterton for \$62,464.00 and authorize the Interim City Manager to execute all related documents.

Staff Contact

Ervin Pariera, Assistant Director of Public Works
epariera@cityofdenison.com
903-465-2720 x 2442

Summary

- The proposed purchase from A.W. Chesterton will provide needed pump repair services to Randell Raw Water Pump Station pump #1.
- Randell Raw Water Pump Station is equipped with four vertical turbine pumps that pump from Lake Randell to Dean Rylant Water Treatment Plant.
- The total price to complete the pump repair work is \$62,464.00 and includes pickup, repair, testing, delivery, and startup services.

Staff Recommendation

Staff recommends approval of the proposed purchase from A.W. Chesterton.

Recommended Motion

“I move to approve the purchase of pump repair services from A.W. Chesterton for \$62,464.00 and authorize the Interim City Manager to execute all related documents.”

Background Information and Analysis

The Randell Raw Water Pump Station is a critical pump station that delivers raw water from Lake Randell to the Dean Rylant Water Treatment Plant. The pump station is equipped with four vertical turbine pumps capable of delivering 4,167 gallons per minute each of flow to the treatment plant. The pumps were originally installed in 2011 and are operated all year long based on water demand. Water Operations rotates the pumps to maintain even run hours whenever possible to extend the lifespan of the pumps. Pump # 1 at the Randell RWPS recently failed reducing the capacity of the pump station. Staff worked with A.W. Chesterton to remove the pump and return it to Chesterton’s shop for troubleshooting and diagnosis of the root cause of the failure. It was determined by Chesterton that the pump shaft had failed due to heavy corrosion and recommended a complete rebuild of the pump shaft. The proposed purchase under Buyboard contract # 672-22 will accomplish this and deliver a completely overhauled pump to restore pump station capacity. The repair is anticipated to take 4-6 weeks after receipt of order.

Financial Considerations

The proposed purchase amount is \$62,464.00 and has been budgeted for in the Utility Capital Fund.

Prior Board or Council Action

None.

Alternatives

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



**A.W. CHESTERTON COMPANY
WORLDWIDE HEADQUARTERS
860 SALEM ST.
GROVELAND, MA. 01834 U.S.A**
PHONE (781) 438-7000 FAX (781) 481-2500
<http://www.chesterton.com>

Local Service Center :

A.W.Chesterton Company
North Louisiana Service Center
4500 MARLENA STREET
BOSSIER CITY, LA. 71111

Fax (318) 869-8930
Tel (318) 869-6232

Quotation

Q002102436-3

Customer No
City of Denison

Page	1 of 1
Quotation Date	1/11/2024
Expiration Date	2/16/2024
Sales Person	Barry Huffman - Specialist - Shreveport
Our Reference	Bowen Spencer
Customer Reference	Angus Evans
Customer Requisition	

300 WEST MAIN STREET
Denison, TX 75020
United States

Line	Item number	Description	Quantity	Unit	Sales price	Extended
1.0	984410	FlowServe 23EKL Vertical Single Stage Pump #1 Raw Water Pump S/N: 1206MS005607-2 Chesterton Job# 7384 Chesterton Buy Board Contract# 672-22	1.00	ea	62,464.00	62,464.00

Mr. Evans,

We are pleased to provide the quote for the scope of work required to restore your FlowServe 23EKL Vertical Single Stage Pump #3 Raw Water pump to a high quality condition.

- Provide technical support to remove pump. (Note: The City of Denison to provide crane).
- Transport pump to Chesterton Service Center.
- Disassemble, clean, inspect and document the "As-Found" condition.
- Manufacture new Pump shaft fabricated from 17-4PH TGP PSQ material.
- Manufacture a new Top Line shaft fabricated from 17-4PH TGP PSQ material.
- Manufacture new Line shafts (4) fabricated from 17-4PH TGP PSQ material.
- Manufacture and replace all bowl and suction piece bearings fabricated from SAE 660 bronze material.
- Manufacture and install new Stuffing Box bushing fabricated from SAE 660 Bronze material. (Note: If Stuffing Box is requested by customer, The City of Denison has a replacement).
- Manufacture new set (1) of shaft clams fabricated from 400SS material.
- Manufacture new shaft couplings (5) fabricated from 400SS material.
- Remove existing Impeller Eye Ring, manufacture, install and stake new Impeller Eye Ring fabricated from 400SS material.
- Set-up and machine skim existing Suction Bell Eye Ring to 100% clean-up.
- Perform weld repair to re-attach column flange to Stainless Steel column.
- Perform Dye Penetrant testing to all structural welds to ensure they are free of any defects.
- Sandblast all parts for preparations for painting. (Note: The Wetted areas are stainless steel and do not require application of the ceramic coating.).
- Balance impeller to 4w/n balancing criteria.
- Assemble complete using all new gaskets, O-Rings, Chesterton Non-IS Connect, Chesterton 442 mechanical seal (Item# 683112) and any required hardware.
- Prep, paint (White) and deliver to your designated location.
- Provide technical support to install pump. (Note: The City of Denison to provide crane).
- Provide start-up support.

Note: The proposed estimate is based on preliminary information and any additional discovery items to restore and/or installation of the equipment could result with additional costs. The estimate is based on straight time hours and expedited repair requests may incur additional cost adjustments.

DELIVERY 4-6 WEEKS AFTER RECIEPT OF PURCHASE ORDER

Mode of delivery HOTSHOT
Delivery terms
Payment terms
Delivery address Dean Rylant Water Treatment Plant
4631 Randell Lake Rd. Denison, TX 75020 United States

Currency	Amount	Charges	Sales tax amount	Total
USD	62,464.00	0.00	0.00	62,464.00

The pricing and lead time in this quote shall remain effective for thirty (30) days from the date of issuance.

THIS QUOTATION CONSTITUTES AN OFFER OF SALE. CHESTERTON'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY LIMITED TO CUSTOMER'S ACCEPTANCE OF CHESTERTON'S GENERAL TERMS AND CONDITIONS OF SALE, AVAILBALE THROUGH THE BELOW HYPERLINK OR YOUR CHESTERTON REPRESENTATIVE, WHICH CANNOT BE ALTERED OR AMENDED WITHOUT CHESTERTON'S EXPRESS WRITTEN CONSENT. CHESTERTON OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. ANY ACT BY CHESTERTON IN MANUFACTURING OR DELIVERING ANY PRODUCTS/ITEMS OR INITIATING OR PERFORMING ANY SERVICES FOR OR TO CUSTOMER SHALL NOT CONSTITUTE AN ACCEPTANCE OF ADDITIONAL OR DIFFERENT TERMS IN CUSTOMER'S PURCHASE ORDER OR ANY OTHER DOCUMENT.

[Chesterton General Terms and Conditions of Sale](#)

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF, TO ANY OTHER COUNTRY OR TO ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

NO PRODUCT MAY BE RETURNED TO US FOR CREDIT EXCEPT UPON WRITTEN AUTHORITY
ALL MERCHANDISE PRODUCED BY UN IN ACCORDANCE WITH U.S. FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED

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 an approximately 0.475-acre tract identified as GCAD Property ID No. 140644, said property being legally described as being situated in the M.C. Davis Survey, Abstract No. 336, according to the deed recorded in Volume 1138, Page 298, Deed Records of Grayson County, Texas; commonly known as 2713 W. Morton Street, from the SF-7.5, Single Family Residential District (SF-7.5) within the Highway Oriented and Corridor Overlay District (HO) to the Commercial (C) within the Highway Oriented and Corridor Overlay District (HO) to allow for commercial use. (Case No. 2023-126Z).

Staff Contact

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

Summary

- The applicant is requesting a rezone of the subject property from the SF-7.5, Single Family Residential District to the Commercial District to allow for commercial uses.
- Property falls within the Highway Oriented and Corridor Overlay District.
- The property has been developed in a commercial manner.

Staff Recommendation

Staff recommends approval of this request.

Recommended Motion

"I move to approve an Ordinance changing the zoning of the subject property from the SF-7.5, Single-Family Residential District (SF-7.5) within the Highway Oriented and Corridor Overlay District (HO) to the Commercial (C) within the Highway Oriented and Corridor Overlay District (HO)."

Background Information and Analysis

The applicant is requesting a rezone from the SF-7.5, Single Family Residential District to the Commercial District for property located at 2713 W. Morton Street. The property also falls within the Highway Oriented and Corridor District. The property has been developed in a commercial manner with the construction of the existing building taking place in 2006. The Future Land Use Plan depicts this area to be developed in a "Mixed Commercial" manner. This zoning request complies with the Future Land Use Plan and approval of the request brings the existing structure into zoning compliance and will prevent any issues related to Certificate of Occupancy's (CO's) for commercial type uses in the future.

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 commercial manner.

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

N/A

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

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

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

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

Financial Considerations

N/A

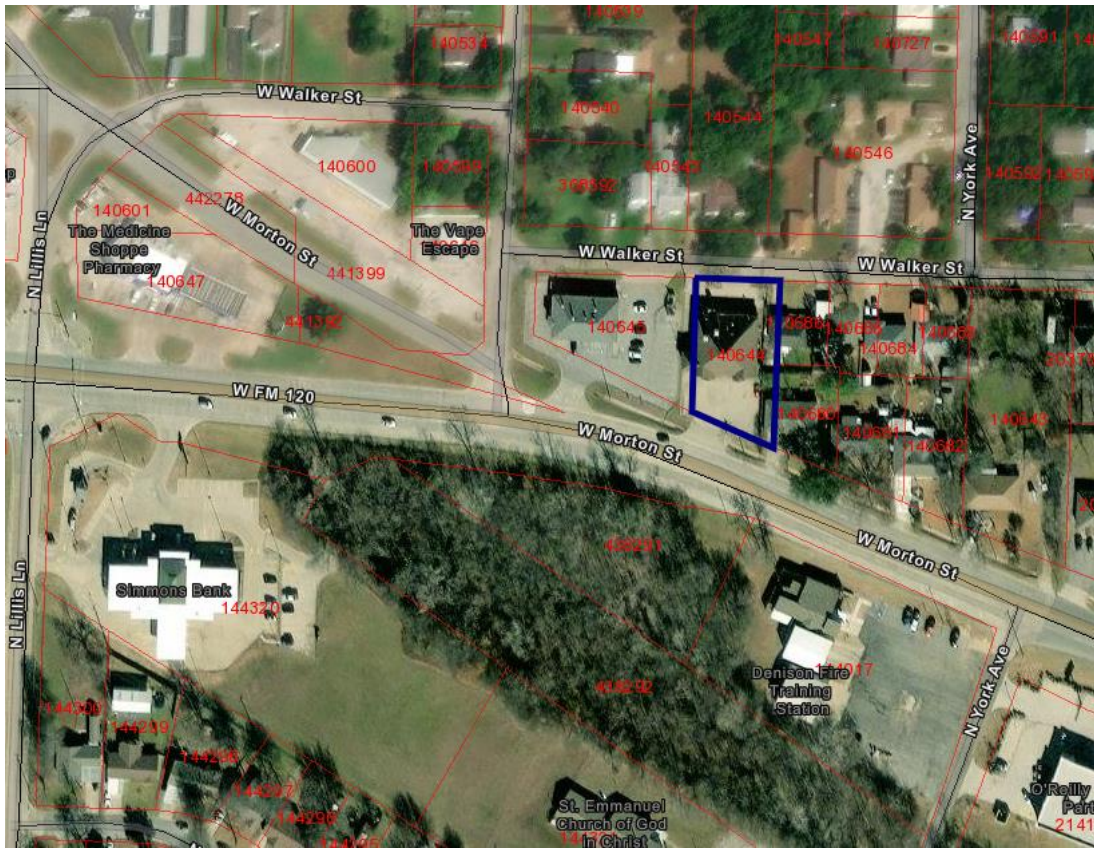
Prior Board or Council Action

- The Planning and Zoning Commission recommend approval of the request at their meeting held on January 23rd, 2024.

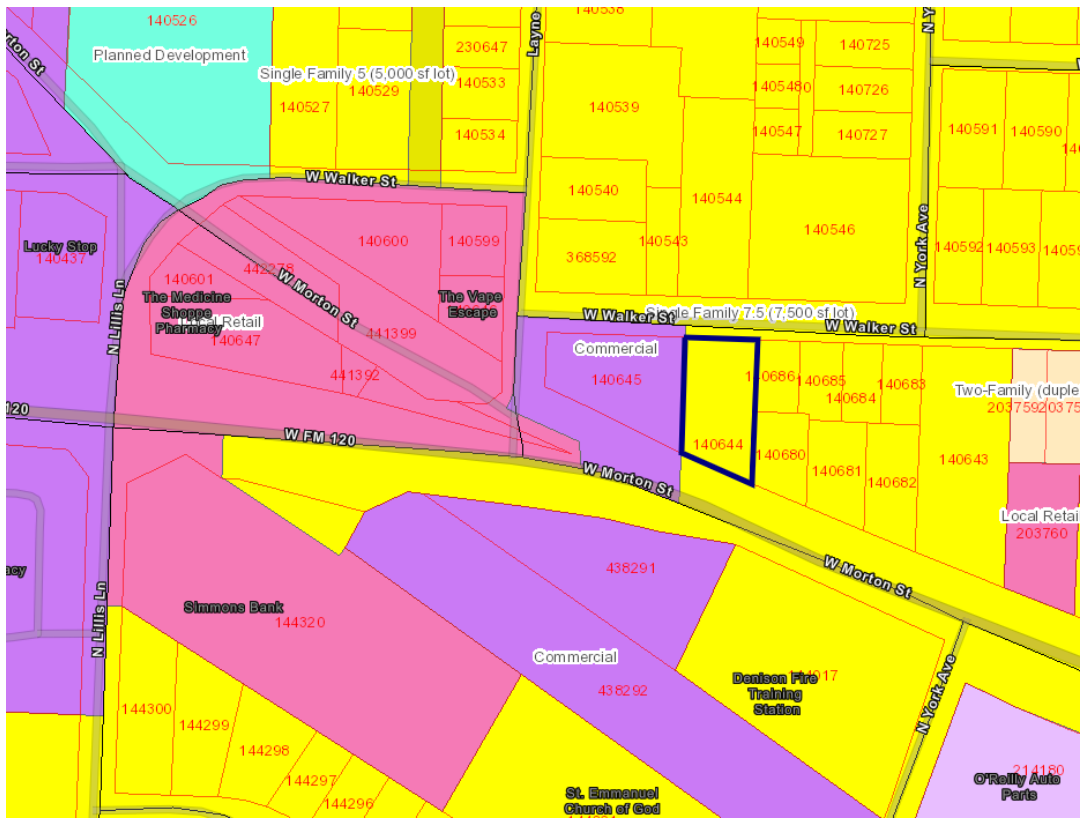
Alternatives

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

Aerial of Subject Area



Zoning Aerial of Subject Area



REZONING REQUEST NARRATIVE
CITY OF DENISON, TEXAS

Property location: 2713 W. Morton, Denison, Texas

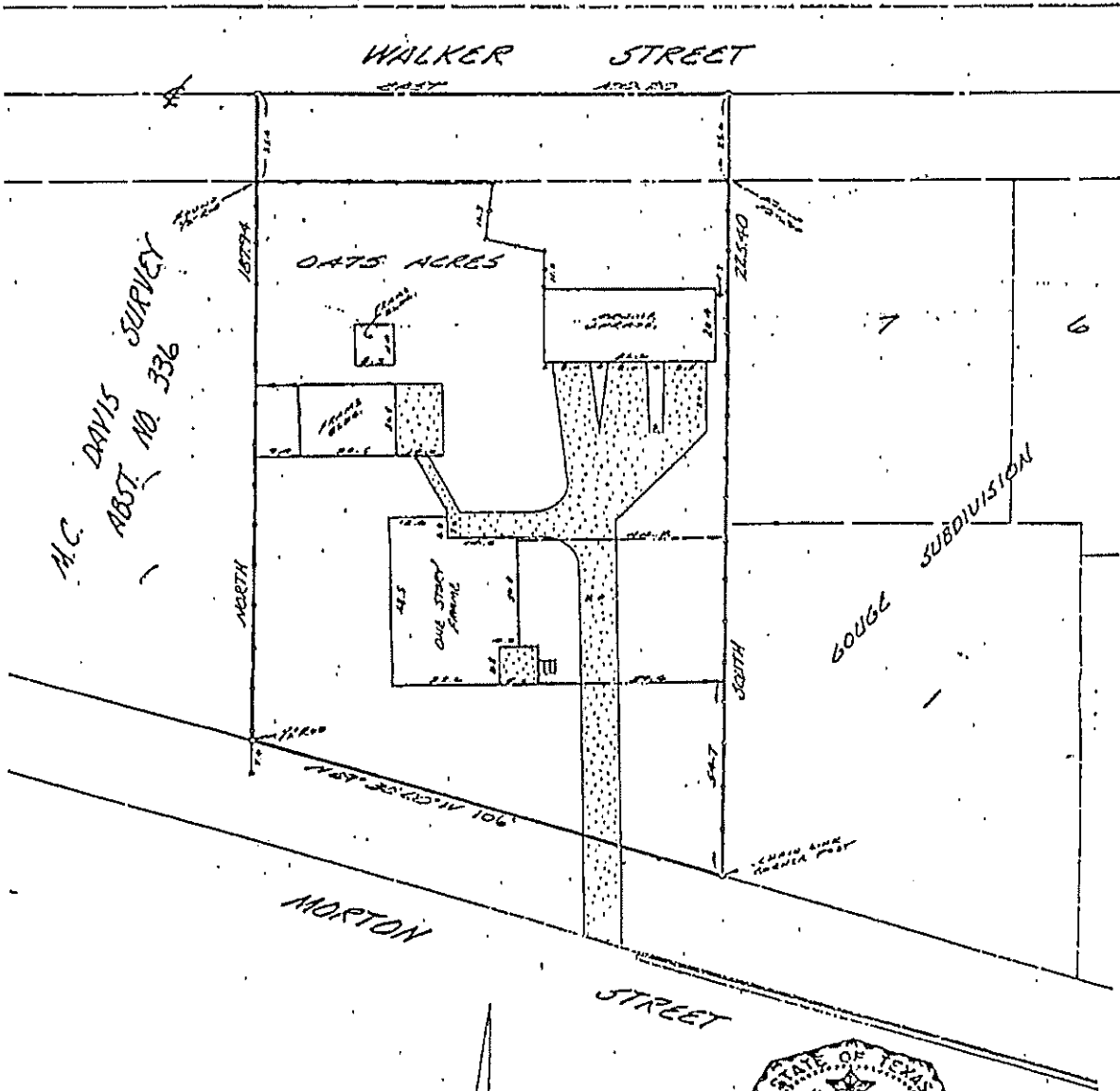
Current zoning: Residential

Requested zoning: Commercial

A rezoning is hereby requested in order to align the property with the use of the surrounding property, which is commercial in nature. The newly constructed Chick-fil-A closely adjacent to the property continues the commercial development of this portion of the City. In addition, the property has been utilized as a commercial building, since the purchase and construction of the building upon the property 2006.

The proposed zoning as commercial is consistent with the surrounding properties, and is consistent with the master plan for the City of Denison, utilizing the Morton Street corridor as a commercial gateway into the City.

EXHIBIT "A"

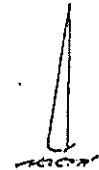


M.C. DAVIS SURVEY
ABST. NO. 336

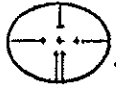
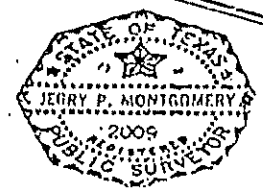
MORTON STREET

WALKER STREET

GOUGE SUBDIVISION



CRACK 17° 30'



LANGFORD AND MONTGOMERY SURVEY CO.

(214) 892-6022 • 204 W. HOUSTON • BOX 1813 • SHERMAN, TEXAS, 75090

Handwritten signature or initials.

EXHIBIT "A"

SITUATED in the County of Grayson, State of Texas, being a part of the M. C. DAVIS SURVEY, ABSTRACT NO. 336, being the same 0.4746 acre tract of land conveyed by Russell Gouge to Phillip D. James by Deed dated June 16, 1969, recorded in Volume 1138, Page 298, Deed Records, Grayson County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch steel rod on the North line of Morton Street, said rod maintaining the Southeast corner of said 0.4746 acre tract, the Southwest corner of Lot No. One (1) of Gouge Subdivision to the City of Denison, Texas, as shown by plat of record in Volume 2, Page 76, Plat Records, Grayson County, Texas;

THENCE North 69 deg. 30 min. 00 sec. West, with the North line of said Morton Street, a distance of 187.94 feet to a 1/2 inch steel rod in a chain link fence;

THENCE North, with said chain link fence, at a distance of 162.94 ft., passing a 1/2 inch steel rod at the base of a chain link fence corner post on the South line of Walker Street, and continuing for a total distance of 187.94 feet to a point in the center of said Walker Street;

THENCE East, with the center of said Walker Street, a distance of 100.20 feet, to a point;

THENCE South, at a distance of 25.0 ft., passing a 1/2 inch steel rod at the base of a chain link fence corner post on the South line of said Walker Street maintaining the Northwest corner of Lot No. Seven (7) of said Gouge Subdivision, and continuing with a chain link fence, the West line of said Lot No. Seven (7), at a distance of 125.4 ft. passing its Southwest corner, the Northwest corner of said Lot No. One (1), and continuing for a total distance of 225.40 feet to the Place of Beginning and Containing 0.475 acres of land, more or less.

AND BEING THE SAME PROPERTY CONVEYED TO C & D PROPERTIES, BY WARRANTY DEED DATED MARCH 22, 1994, FROM STEVE COOK, TRUSTEE, ET AL, RECORDED IN VOLUME 2326, PAGE 296, REAL PROPERTY RECORDS, GRAYSON COUNTY, TEXAS.

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 AN APPROXIMATELY 0.475 ACRE TRACT OF LAND LEGALLY DESCRIBED AS BEING SITUATED IN THE M. C. DAVIS SURVEY, ABSTRACT NO. 336, ACCORDING TO THE DEED RECORDED IN VOLUME 1138, PAGE 298, DEED RECORDS OF GRAYSON COUNTY, TEXAS; IDENTIFIED AS GRAYSON CAD PROPERTY ID NO. 140644, AND COMMONLY REFERRED TO AS 2713 W MORTON STREET, DENISON, TEXAS, AND MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A”, FROM ITS ZONING CLASSIFICATION OF SINGLE-FAMILY 7.5 (SF-7.5) RESIDENTIAL DISTRICT WITHIN THE HIGHWAY OVERLAY (HO) DISTRICT TO THE COMMERCIAL (C) DISTRICT WITHIN THE HIGHWAY OVERLAY (HO) 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 COMMERCIAL (C) DISTRICT WITHIN THE HIGHWAY OVERLAY (HO) 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, Mascor LP (the “Owner”) owns an approximately 0.475 acre tract legally described as being situated in the M. C. Davis Survey, Abstract No. 336, according to the deed recorded in Volume 1138, Page 298, Deed Records of Grayson County, Texas; identified as Grayson CAD Property ID No. 140644, and commonly referred to as 2713 W. Morton Street, Denison, 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 Single-Family 7.5 (SF-7.5) Residential District within the Highway Overlay (HO) District to the Commercial (C) District within the Highway Overlay (HO) District; and

WHEREAS, Owner has designated David Keese of First United Bank 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 Single-Family 7.5 (SF-7.5) Residential District within the Highway Overlay (HO) District to the Commercial (C) District within the Highway Overlay (HO) District. The Property shall be subject to all applicable City ordinances and regulations governing a Commercial (C) District within the Highway Overlay (HO) 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 February 5, 2024.

JANET GOTT, MAYOR

ATTEST:

Christine Wallentine, City Clerk

EXHIBIT "A"
LEGAL DESCRIPTION AND DEPICTION

SITUATED in the County of Grayson, State of Texas, being a part of the M. C. DAVIS SURVEY, ABSTRACT NO. 336, being the same 0.4746 acre tract of land conveyed by Russell Gouge to Philip D. James by Deed dated June 16, 1969, recorded in Volume 1138, Page 298, Deed Records, Grayson County, Texas, and being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch steel rod on the North line of Morton Street, said rod maintaining the Southeast corner of said 0.4746 acre tract, the Southwest corner of Lot No. One (1) of Gouge Subdivision to the City of Denison, Texas, as shown by plat of record in Volume 2, Page 76, Plat Records, Grayson County, Texas;

THENCE North 69 deg. 30 min. 00 sec. West, with the North line of said Morton Street, a distance of 187.94 feet to a 1/2 inch steel rod in a chain link fence;

THENCE North, with said chain link fence, at a distance of 162.94 ft., passing a 1/2 inch steel rod at the base of a chain link fence corner post on the South line of Walker Street, and continuing for a total distance of 187.94 feet to a point in the center of said Walker Street;

THENCE East, with the center of said Walker Street, a distance of 100.20 feet, to a point;

THENCE South, at a distance of 25.0 ft., passing a 1/2 inch steel rod at the base of a chain link fence corner post on the South line of said Walker Street maintaining the Northwest corner of Lot No. Seven (7) of said Gouge Subdivision, and continuing with a chain link fence, the West line of said Lot No. Seven (7), at a distance of 125.4 ft. passing its Southwest corner, the Northwest corner of said Lot No. One (1), and continuing for a total distance of 225.40 feet to the Place of Beginning and Containing 0.475 acres of land, more or less.

