

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, MAY 4, 2020
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER JOSH STEVENSON**
- A. 3. INVOCATION BY COUNCIL MEMBER JOSH STEVENSON**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 20, 2020**

Citizen Comments

B. 1. CITIZEN COMMENTS

During this meeting, the City Council welcomes public comment **only** on agenda items listed under the Open Meeting portion of the agenda, in accordance with Texas Government Code Section 551.007. For items not listed on the agenda, those matters may be discussed with City staff during regular business hours, or with the Mayor or any Council member by contacting them at times other than at City Council meetings.

Public Hearing

C. 1. FIRST PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of 6.00 acres of land located East of Lamberth Road, at the Intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

C. 2. FIRST PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of Approximately 10.25 acres located West of East Street, South of Sherman Street, and East of Montgomery Street, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6295

Providing for a Permanent "Stop" Sign on Woods Street at Pelton Street within the City Limits of the City of Sherman, Texas; Providing for a Penalty Provision

C. 4. SECOND PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of 6.00 acres of land located East of Lamberth Road, at the Intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

C. 5. SECOND PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of Approximately 10.25 acres located West of East Street, South of Sherman Street, and East of Montgomery Street, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

Close Public Hearing and Consider Adoption of Ordinances

C. 6. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6295

C. 7. CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

D. 1. RESOLUTION NO. 6614

Designating the City Manager to Calculate the Voter-Approval Tax Rate in the Manner Provided for a Special Taxing Unit

D. 2. * RESOLUTION NO. 6615

Awarding a Bid to and Authorizing Execution of a Contract with Entrust One Facility Services, Inc. for Janitorial Services in Certain City-Owned Facilities

D. 3. * RESOLUTION NO. 6616

Authorizing Execution of an Agreement with Jose Eduardo Navidad Santamaria and Rosaura S. Recinos for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 2225 East Tuck Street within City of Sherman Reinvestment Zone, Number Ten (#10)

Other Business

E. 1. * OTHER BUSINESS

Repair and Rework the Dorchester 9 Trinity Well under an Emergency Designation

F. MEDIA QUESTIONS

Consider Board/Commission Appointments

G. 1. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Sherman Higher Education Finance Corporation Board (7)

G. 2. APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Capital Improvements Advisory Committee (1)

H. COUNCIL COMMENTS

Executive Session

I. 1. EXECUTIVE SESSION

In Accordance with Chapter 551, Government Code, V.T.C.S. (Open Meetings Law), "The City Council Will Now Hold a Closed Executive Meeting Pursuant to the Provisions of the Open Meetings Law, Chapter 551, Government Code, Vernon's Texas Codes Annotated, in Accordance with the Authority Contained in the Following Sections:

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
Section 551.071	Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter
Section 551.087	Deliberation Regarding Economic Development Negotiations: (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect

The Council reconvenes into General Session

J. 1. OPEN MEETING

Reconvene into Open Meeting and Consider Action, if any, on items discussed in Executive Session

K. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on April 30, 2020 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 30th day of April, 2020.
City of Sherman, Texas

City Clerk

The above agenda schedule represents an estimate of the order for the indicated items and is subject to change at any time.

All agenda items are subject to final action by the City Council.

An unscheduled closed executive session may be held if the discussion of any of the above agenda items concerns the purchase, exchange, lease or value of real property; the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; the deployment or use of security personnel or equipment; or requires consultations with the City Attorney.

At the discretion of the City Council, non-agenda items under the headings of "Citizens Requests", "Media Questions", and "Council Concerns" may be presented to the Council for informational purposes; however, by law, the Council shall not discuss, deliberate, or vote upon such matters except that a statement of specific factual information, a recitation of existing policy, and deliberations concerning the placing of the subject on a subsequent agenda may take place.

Any item on this posted agenda may be discussed in Executive Session provided it is within one of the permitted categories under Chapter 551 of the Texas Government Code

The City Attorney has approved the Executive Session items on this agenda.

PERSONS WITH DISABILITIES, WHO PLAN TO ATTEND THIS MEETING AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT LINDA ASHBY AT (903) 892-7204, TWO (2) WORKING DAYS PRIOR TO THE MEETING SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

Mayor

David Plyler

Deputy Mayor

Willie Steele

Council Members

Willie Steele, Council-At-Large, PL #1
Sandra Melton, Council-At-Large, PL #2
Shawn C. Teamann, Council – District #1

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A. 4.

Meeting Date: 05/04/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF APRIL 20, 2020

Attachments

April 20, 2020

STATE OF TEXAS §
 April 20, 2020
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Telephonic Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held electronically on April 20, 2020.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR WILLIE STEELE.
 COUNCIL MEMBERS HOLLAND, HOWETH, MELTON,
 STEVENSON, TEAMANN.

MEMBERS ABSENT: NONE.

CALL TO ORDER

Mayor Plyler called the meeting to order at 5:00 p.m. The Pledge of Allegiance and Invocation were given by Council Member Sandra Melton.

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of March 16, 2020, and the Called Telephonic City Council Meeting of March 30, 2020. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

Mayor Plyler introduced Ordinance No. 6289 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO RENEW A SPECIFIC USE PERMIT TO ALLOW A PRESCHOOL LEARNING CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUA HILL, REPRESENTATIVE; LITTLE ZEBRA CHILD DEVELOPMENT CENTER, TENANT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6289
RENEW SUP FOR
PRESCHOOL
LEARNING CENTER
(1211 BLANTON DR)

Scott Shadden, Director of Development Services, said the Planning and Zoning Commission recommends approval of the Specific Use Permit, subject to the Staff Review Letter, and limiting the SUP to Delmar and Chiniqua Hill.

The SUP has been in effect since 2016, and the City has received no complaints on the business.

Delmar Hill, 1211 Blanton Drive

Mr. Hill was available if any Council Members had questions about their request.

No other citizens appeared before the City Council to discuss Ordinance No. 6289.

Mayor Plyler introduced Ordinance No. 6290 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PERMANENT MAKEUP/MICRO-BLADING IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1735 TEXOMA PARKWAY, SUITE 105, BEING 5.34 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (EISENHOWER TEXOMA LTD, OWNERS; AND ERINN TEAGUE, TENANT/APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6290
SUP FOR MAKEUP/
MICRO-BLADING
(1735 TEXOMA PKWY)

Mr. Shadden said an SUP for permanent makeup requires a tattoo license. The Planning and Zoning Commission recommended approval of the SUP, subject to the Staff Review Letter, and tying the SUP to Erinn Teague.

No citizens appeared before the City Council to discuss Ordinance No. 6290.

Mayor Plyler introduced Ordinance No. 6291 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT AMENDMENT TO ALLOW HEAVY EQUIPMENT SALES AND RENTALS AND WASH BAY WITH STUCCO AND METAL FINISHES, AS SHOWN IN THE EXHIBIT, IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN OVERLAY) DISTRICT AT 910 SOUTH SAM RAYBURN FREEWAY, BEING 9.27 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (6M HOLDINGS, LTD, OWNERS; SUNBELT RENTALS, INC., TENANT; DUSTIN TIPPETTS, REPRESENTATIVE; UPI BUILDERS, CONTRACTORS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6291
SUP FOR HEAVY
EQUIPT. SALES &
RENTALS
(910 S. SAM
RAYBURN FRWY)

Mr. Shadden said this SUP is an update to make improvements to Sunbelt Rental on Sam Rayburn Freeway. The improvements include adding stucco to the existing building, improving the parking lot, and constructing a fence 25 feet from the property line. The Board of Adjustments granted a variance for the fence at the last Planning and Zoning Commission Meeting.

The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

No citizens appeared before the City Council to discuss Ordinance No. 6291.

Mayor Plyler introduced Ordinance No. 6292 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TWO EVENT CENTERS IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.2 (SAM RAYBURN OVERLAY) DISTRICT AT 1000 NORTH TRAVIS STREET, SUITES P AND S, BEING 4.296 ACRES IN THE J.B. McAnair SURVEY, ABSTRACT NO. 763 (VILLASENOR SANTOYO PROPERTIES, LLC, OWNERS; ALBERTO VILLASENOR, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6292
SUP FOR TWO
EVENT CENTERS
(1000 N. TRAVIS ST)

Mr. Shadden said this SUP is for Kam Korner's to add two event centers. These centers are in the rear of the building, but do have access to the front. They plan to improve the lease spaces, improve the parking lot, and paint the back of the building.

The Planning and Zoning Commission recommended approval of the SUP, subject to the Staff Review Letter, limiting the SUP to the current owner, and will only allow "family-oriented" events.

No citizens appeared before the City Council to discuss Ordinance No. 6292.

Mayor Plyler introduced Ordinance No. 6293 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE BRANCH STREET RIGHT-OF-WAY LYING BETWEEN BLOCKS FIFTY-FOUR (54) AND FIFTY-FIVE (55) OF SOUTH SIDE ADDITION IN GRAYSON COUNTY, TEXAS, AS BEING SHOWN ON VOLUME 94, PAGE 135, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY SHOWN IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY TO THE SURROUNDING PROPERTY OWNER, KIRK D. ALLEN.

ORD 6293
ABANDONING A
PORTION OF BRANCH
ST. R-O-W

Mayor Plyler said Ordinance 6293 and 6294 were related and asked to have them read together.

Wayne Lee, Director of Engineering, said one is to abandon a portion of an unused right-of-way south of South Sherman Street, to accommodate a 51 lot residential plat that complies with the City's ordinances and requirements.

This request is also a part of Agenda Item E8, which is a Final Plat approval of Post Oak Place, which is in the City's Extraterritorial Jurisdiction. Agenda Item E2 is an Annexation that is related to these two items.

No citizens appeared before the City Council to discuss Ordinance No. 6293.

Mayor Plyler introduced Ordinance No. 6294 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE EAST STREET RIGHT-OF-WAY LYING BETWEEN BLOCKS FIFTY-FIVE (55) AND FIFTY-SIX (56), AND THE PLATTED ALLEY WITHIN BLOCK FIFTY-FIVE (55) OF SOUTH SIDE ADDITION IN GRAYSON COUNTY, TEXAS, AS BEING SHOWN ON VOLUME 94, PAGE 135, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY SHOWN IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY AND ALLEY TO THE SURROUNDING PROPERTY OWNER, KIRK D. ALLEN.

ORD 6294
ABANDONING A
PORTION OF
EAST ST. R-O-W

No citizens appeared before the City Council to discuss Ordinance No. 6294.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6289

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO RENEW A SPECIFIC USE PERMIT TO ALLOW A PRESCHOOL LEARNING CENTER IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1211 BLANTON DRIVE, BEING LOT 5, BLOCK 8, WESTERN HILLS ADDITION (DELMAR HILL, OWNER; CHINIQUA HILL, REPRESENTATIVE; LITTLE ZEBRA CHILD DEVELOPMENT CENTER, TENANT; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6289
RENEW SUP FOR
PRESCHOOL
LEARNING CENTER
(1211 BLANTON DR)

Council Member Teamann said some temporary SUPs have been issued several times and he wanted to be sure this was for a permanent SUP.

Mr. Shadden said the Planning and Zoning Commission did not put a limit or review requirement on the timeframe for this SUP. They did tie the SUP to the requestors Delmar and Chiniqua Hill. If they were to close their facility, the SUP would expire.

Ordinance 6290

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PERMANENT MAKEUP/MICRO-BLADING IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1735 TEXOMA PARKWAY, SUITE 105, BEING 5.34 ACRES IN THE J.B. McANAIR SURVEY, ABSTRACT NO. 763 (EISENHOWER TEXOMA LTD, OWNERS; AND ERINN TEAGUE, TENANT/APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6290
SUP FOR MAKEUP/
MICRO-BLADING
(1735 TEXOMA PKWY)

Council Member Melton confirmed that the SUP would remain with the applicant.

Ordinance 6291

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT AMENDMENT TO ALLOW HEAVY EQUIPMENT SALES AND RENTALS AND WASH BAY WITH STUCCO AND METAL FINISHES, AS SHOWN IN THE EXHIBIT, IN A C-2 (GENERAL COMMERCIAL) DISTRICT/O-1.2 (SAM RAYBURN OVERLAY) DISTRICT AT 910 SOUTH SAM RAYBURN FREEWAY, BEING 9.27 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 (6M HOLDINGS, LTD, OWNERS; SUNBELT RENTALS, INC., TENANT; DUSTIN TIPPETTS, REPRESENTATIVE; UPI BUILDERS, CONTRACTORS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6291
SUP FOR HEAVY
EQUIPT. SALES &
RENTALS
(910 S. SAM
RAYBURN FRWY)

Ordinance 6292

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TWO EVENT CENTERS IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.2 (SAM RAYBURN OVERLAY) DISTRICT AT 1000 NORTH TRAVIS STREET, SUITES P AND S, BEING 4.296 ACRES IN THE J.B. McAnair SURVEY, ABSTRACT NO. 763 (VILLASENOR SANTOYO PROPERTIES, LLC, OWNERS; ALBERTO VILLASENOR, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE. PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2, 000.00.

ORD 6292
SUP FOR TWO
EVENT CENTERS
(1000 N. TRAVIS ST)

Council Member Howeth said it appeared that the entrance to these two Event Centers would be what is now used as an alleyway and is at the rear of the building. She did not see

where they could add parking in the rear of the building. She asked if the events would take place during the daytime and would it disturb the businesses.

Robby Hefton, City Manager, said any participants or attendees that wanted to speak to an agenda item, could push *9 to speak.

Mr. Shadden said there was no limit on the hours for the Event Centers. The applicant was fine being limited to family-oriented activities. They will also paint the back of the building to make it look better. Parking requirements would be for the entire building and the number of parking spaces in front of the building did meet the requirement.

He explained that these spaces were created by the former owner, when he “cut” smaller spaces out of the larger spaces. They originally thought the occupants would expand into these areas, but that never happened. The new owners are trying to make use of the additional space.

Council Member Melton asked about enforcement to make sure that the proposed Event Centers are family-friendly, and any repercussions if they aren’t.

Mr. Shadden said they agreed to that requirement at the Planning and Zoning Commission Meeting so it is included in the SUP. If they don’t meet that requirement, he said the SUP could be revoked. Mayor Plyler added that the Council could not allow an M-1 activity in a C-1 zoned area.

Council Member Howeth asked if they would be allowed to serve alcohol at their events. Mr. Shadden said Sherman is a “wet” community, so they would be allowed to serve alcohol.

Ordinance 6293

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE BRANCH STREET RIGHT-OF-WAY LYING BETWEEN BLOCKS FIFTY-FOUR (54) AND FIFTY-FIVE (55) OF SOUTH SIDE ADDITION IN GRAYSON COUNTY, TEXAS, AS BEING SHOWN ON VOLUME 94, PAGE 135, DEED RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY SHOWN IN THE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY TO THE SURROUNDING PROPERTY OWNER, KIRK D. ALLEN.

ORD 6293
ABANDONING A
PORTION OF BRANCH
ST. R-O-W

Ordinance 6294

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING A PORTION OF THE EAST STREET RIGHT-OF-WAY LYING BETWEEN BLOCKS FIFTY-FIVE (55) AND FIFTY-SIX (56), AND THE PLATTED ALLEY WITHIN BLOCK FIFTY-FIVE (55) OF SOUTH SIDE ADDITION IN GRAYSON COUNTY, TEXAS, AS BEING SHOWN ON VOLUME 94, PAGE 135, DEED RECORDS,

ORD 6294
ABANDONING A
PORTION OF
EAST ST. R-O-W

GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY SHOWN IN THE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, SAID PROPERTY TO BE MAINTAINED AS A UTILITY EASEMENT; CONVEYING THE INTEREST IN SAID RIGHT-OF-WAY AND ALLEY TO THE SURROUNDING PROPERTY OWNER, KIRK D. ALLEN.

ACTION TAKEN.

Motion by Council Member Melton to adopt Ordinance No. 6289, 6290, 6291, 6292, 6293, and 6294, as presented.

Second by Council Member Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Howeth moved to approve the Consent Agenda, as presented. Second by Council Member Stevenson. All present voted AYE.

CONSENT AGENDA

RESOLUTION NO. 6609 – FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC’S (“ONCOR” OR “COMPANY”) APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC’S (“ONCOR” OR “COMPANY”) APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY. REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

**RES 6609
ONCOR ELECTRIC
RATE INCREASE**

Brandon Shelby, City Attorney, said this was the annual rate increase denial for Oncor Electric. They sought to increase rates by \$75.9 million, which amounts to \$0.88 per customer.

The Steering Committee has recommended that Cities deny that rate increase and they are working to negotiate a lower increase.

ACTION TAKEN.

Motion by Deputy Mayor Steele to adopt Resolution No. 6609, as presented. Second by Council Member Teamann.
VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6610 – AUTHORIZING EXECUTION OF A STREET AND UTILITY AGREEMENT WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A STREET AND UTILITY AGREEMENT WITH THE SHERMAN INDEPENDENT SCHOOL DISTRICT.

**RES 6610
SISD STREET &
UTILITY AGREEMENT**

Clint Philpott, Assistant City Manager, said the agreement will allow the Sherman Independent School District to participate in some of the infrastructure at the new High School.

A gravity sewer line, south of FM 1417, is being extended to serve both the school and The Village Development. Cost of the project is about \$1.1 million, with the school participating about 36% or \$400,000.

He said the City is also extending Steeple Chase Drive, which will improve mobility for future development and will eliminate a long driveway on the north side of the High School. This street extension will cost about \$230,000, with the school participating about 25% or \$58,000. Both projects are planned to be complete by August 2020.

Council Member Melton confirmed that these fees will be paid to the City by the School District. She said the agreement says after this fee, they will not have to pay any other fees associated with this development.

Mr. Philpott said the SISD wanted assurances that the City wouldn't come back and ask them to pay for a portion of West Travis Street or Moore Street. At the end of the contract, it says the City will still charge them standard utility fees, such as water and sewer usage and storm drain usage. This will assure that they do have to pay for the things that they are using, but not for larger CIP projects.

Council Member Melton said, so if any other problems arise, it's on the City and they wouldn't be expected to pay any other fees. Mr. Philpott said if it's related to infrastructure that the City constructed, that would be correct. If it's "onsite" it would be part of their development and they would pay for that.

Council Member Melton confirmed that this agreement is only with the School District and not any other developers.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6610, as presented. Second by Council Member Holland.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6611 – CREATING A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE; PROVIDING FOR ITS MEMBERSHIP; ESTABLISHING AND ADOPTING PROCEDURAL RULES FOR AND DUTIES ASSOCIATED THEREFORE IN ACCORDANCE WITH CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE REGARDING IMPACT FEES

**RES 6611
CAPITAL
IMPROVEMENTS
ADVISORY
COMMITTEE
(IMPACT FEES)**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE; PROVIDING FOR ITS MEMBERSHIP; ESTABLISHING AND ADOPTING PROCEDURAL RULES FOR AND DUTIES ASSOCIATED THEREFORE IN ACCORDANCE WITH CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE REGARDING IMPACT FEES.

Mr. Philpott said as the City moves forward with an Impact Fee Study, a Capital Improvements Advisory Committee needs to be created by the City Council. The resolution states that this Committee will be comprised of Planning and Zoning Commission Members and one appointed ETJ Member.

The Committee will serve as an advisory committee to the City Council on the adoption of a land use plan, a capital improvements plan, and a proposed impact fee amount. The staff continues to work with Kimley-Horn on developing and finalizing the impact fee program.

Additional items should be presented to the City Council for action in late May or early June 2020, with the hope of having everything finalized by Fall 2020.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6611, as presented. Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6612 – ABANDONING A PORTION OF A SIXTEEN FOOT (16') DRAINAGE AND UTILITY EASEMENT LYING ALONG THE COMMON LOT LINE OF LOTS 20 AND 21, DOS LAGOS SUBDIVISION, VOLUME 4, PAGE 94, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A"

**RES 6612
ABANDONING
DRAINAGE & UTILITY
EASEMENT
(DOS LAGOS
SUBDIVISION)**

ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF A SIXTEEN FOOT (16') DRAINAGE AND UTILITY EASEMENT LYING ALONG THE COMMON LOT LINE OF LOTS 20 AND 21, DOS LAGOS SUBDIVISION, VOLUME 4, PAGE 94, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

CONSENT AGENDA.

RESOLUTION NO. 6613 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 913 EAST CHERRY STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH M&G HOME BUILDERS, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 913 EAST CHERRY STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).

CONSENT AGENDA.

RES 6613
RESIDENTIAL TAX
ABATEMENT
(913 E. CHERRY ST)

REQUEST TO ADVERTISE

REQUEST TO ADVERTISE FOR THE ANNUAL SUPPLY OF TIRES FOR ON-ROAD AND OFF-ROAD FLEET EQUIPMENT

The City Council approved the request to advertise for the annual supply of tires for on-road and off-road fleet equipment, including cars, trucks, trailers, and construction equipment.

CONSENT AGENDA.

REQ TO ADVERTISE
ANNUAL SUPPLY
OF TIRES

OTHER BUSINESS

CONSIDER APPROVAL OF A REVISED ANNEXATION SCHEDULING PLAN FOR ADOPTION OF 6.00 ACRES LOCATED EAST OF LAMBERTH ROAD, AT THE INTERSECTION OF MEADOWLAKE DRIVE AND LAMBERTH ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

Mr. Shelby said Agenda Items E1 and E2 are both annexation scheduling plans on property that is being voluntarily annexed. Item E1 is a revised annexation plan. The City Council approved the scheduling plan in March 2020, but the process was not able to move forward because of the way the Council is meeting for COVID 19.

REVISED ANNEXATION
PLAN
(WILEY
DEVELOPMENT)

The hearing dates for both proposed annexations will be the same dates and will be held at future Council Meetings. No Called Council Meetings will be required.

ACTION TAKEN.

Motion by Deputy Mayor Steele to approve the Revised Annexation Scheduling Plan for the annexation of 6.0 acres, located east of Lamberth Road, at the intersection of Meadowlake Drive and Lamberth Road, and direct the Engineering Department to develop a Service Plan for the area, as presented. Second by Council Member Stevenson.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER APPROVAL OF THE ANNEXATION SCHEDULING PLAN FOR ADOPTION OF APPROXIMATELY 10.25 ACRES LOCATED WEST OF EAST STREET, SOUTH OF SHERMAN STREET, AND EAST OF MONTGOMERY STREET, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; AND DIRECTING THE DEPARTMENT OF ENGINEERING SERVICES TO DEVELOP A SERVICE PLAN FOR THE AREA TO BE ANNEXED UPON APPROVAL OF THE ANNEXATION SCHEDULING PLAN

ANNEXATION PLAN
(SOUTHSIDE ADDITION,
POST OAK PLACE)

Mr. Shelby said this is also a voluntary annexation and the dates for the plan will be the same as the first schedule.

ACTION TAKEN.

Motion by Council Member Melton to approve the Annexation Scheduling Plan for the annexation of 10.25 acres, located west of East Street, south of Sherman Street, and east of Montgomery Street, and direct the Engineering Department to develop a Service Plan for the area, as presented. Second by Council Member Howeth.

VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

CONSIDER REQUEST OF DOWNTOWN SHERMAN NOW TO TEMPORARILY CLOSE CERTAIN STREETS FOR "CRAFT THE NIGHT AWAY" ON SATURDAY, JUNE 20, 2020

CLOSE STREETS
"CRAFT THE NIGHT
AWAY"
(JUNE 20, 2020)

The City Council approved the request of Downtown Sherman NOW to temporarily close certain streets for "Craft the Night Away," which will be held on June 20, 2020.

They will close Crockett Street, between Lamar and Houston Streets, and Travis Street, between Lamar and Houston Streets for the event. The necessary permitting for the sale of craft beer, will be obtained from the Texas Alcoholic Beverage Commission.

Barricades and cones will be provided by the Street Department and solid waste receptacles will be provided by the Solid Waste Department. They will also arrange with the Police Department for security officers for the event. Accessibility must be maintained throughout the event for emergency vehicles.

CONSENT AGENDA.

CONSIDER REQUEST OF SHERMAN MAIN STREET TO TEMPORARILY CLOSE CERTAIN STREETS FOR “CHRISTMAS IN JULY” ON SATURDAY, JULY 11, 2020

The City Council approved the request of Sherman Main Street to temporarily close certain streets for “Christmas in July,” which will be held on July 11, 2020.

They will close Travis Street, between Lamar and Houston Streets, and Crockett Street, between Lamar and Houston Streets for the event.

Barricades and cones will be provided by the Street Department and solid waste receptacles will be provided by the Solid Waste Department. They will also arrange with the Police Department for security officers for the event. Accessibility must be maintained throughout the event for emergency vehicles.

CONSENT AGENDA.

APPROVE QUARTERLY INVESTMENT REPORT FOR QUARTER ENDED MARCH 31, 2020

The City Council approved the Quarterly Investment Report for the quarter ended March 31, 2020. As of that date, the portfolios were in compliance with applicable State laws and the Investment Policy.

The operating investment portfolio had a book value of about \$14.9 million, an increase of about \$5 million from the prior quarter of \$9.9 million, due to investments made with property tax receipts. The underlying investments were adequately diversified among four different types of securities.

This portfolio is appropriately liquid, and its weighted-average maturity was about 342 days, down from 415 days last quarter. The portfolio yield of 1.85% is 168 basis points above the benchmark yield of 0.17%. Market value is about \$1 million above book value due to the effect of falling interest rates.

The debt proceeds portfolio balance of \$20.2 million was invested in Local Government Investment Pools and an FDIC insured investment account. Transactions in this portfolio include payments for capital projects and the receipt of interest income. The yield of 1.42% was above the benchmark yield of 0.05% for this portfolio. Book value and market value were the same.

CONSENT AGENDA.

CLOSE STREETS
“CHRISTMAS IN
JULY”
(JULY 11, 2020)

QUARTERLY
INVESTMENT
REPORT

REPLAT APPROVAL OF LOT 6, BLOCK 31, HILLTOP ESTATES, BEING 0.817 ACRES IN THE J. HENDRIX SURVEY, ABSTRACT NO. 503, ALSO BEING ALL OF LOT 6, BLOCK 31, HILLTOP ESTATES; TOBAR PROPERTIES, LLC, OWNERS; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (2701 DRIPPING SPRINGS ROAD)

APPROVE REPLAT
HILLTOP ESTATES
(2701 DRIPPING
SPRINGS RD)

The City Council approved the Replat of Lot 6, Block 31, Hilltop Estates, located at 2701 Dripping Springs Road. The 0.817 acre tract is zoned an R-1 (One Family Residential) District. The owners would like to replat the property into two lots for residential development.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF HANCOCK RANCH IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION (ETJ), BEING ELEVEN (11) ACRES IN THE WINIFRED BAILEY SURVEY, ABSTRACT NO. 66; GEORGE HANCOCK, OWNER; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR (1493 F.M. 697)

APPROVE FINAL PLAT
HANCOCK RANCH
(1493 FM 697)

The City Council approved the Final Plat of Hancock Ranch, located at 1493 FM 697, in the City's Extra Territorial Jurisdiction. The 11 acre tract is in southeast Sherman, off of Ida Road (FM 697). The owner would like to plat the property into two lots.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

FINAL PLAT APPROVAL OF POST OAK PLACE IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION (ETJ), BEING 10.25 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667; KIRK AND KARL ALLEN, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (300-400 BLOCKS OF EAST SHERMAN STREET)

APPROVE FINAL PLAT
(300-400 BLOCKS
OF E. SHERMAN ST)

The City Council approved the Final Plat of Post Oak Place, located in the 300 to 400 blocks of East Sherman Street, in the City's Extra Territorial Jurisdiction. The 10.25 acre tract is in south Sherman, off South Montgomery Street. The owners would like to plat the property into 51 lots for residential development.

The Planning and Zoning Commission recommended approval of the Final Plat, subject to the Staff Review Letter.
CONSENT AGENDA.

REPLAT APPROVAL OF BETHANY ROAD ESTATES, NO. II, LOTS 5R-1 AND 5R-2 IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION (ETJ), BEING 2.301 ACRES IN THE AARON BURLESON SURVEY, ABSTRACT NO. 61, ALSO BEING ALL OF LOT 5 OF BETHANY ROAD ESTATE NO. II; STONE CASTLE INVESTORS, LLC, OWNERS; AND PRESTON

APPROVE REPLAT
BETHANY ROAD
ESTATES
(515 BETHANY RD)

TRAIL LAND SURVEYING, LLC, SURVEYOR (515 BETHANY ROAD)

The City Council approved the Replat of Bethany Road Estates, No. II, Lots 5R-1 and 5R-2, in the City's Extra Territorial Jurisdiction. The 2.301 acre tract is located at 515 Bethany Road. The owners would like to replat the property into two lots.

The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

MEDIA QUESTIONS

There were no media questions.

MEDIA QUESTIONS

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

MAIN STREET ADVISORY COMMITTEE (3)

ACTION TAKEN.

Motion by Council Member Melton to reappoint Sean Vanderveer, Tommi Sue Homuth, and Nancy Sims to the Main Street Advisory Committee, for a term from March 31, 2020 to March 31, 2022, as presented. Second by Council Member Teamann.

VOTING AYE: Holland, Howeth, Melton, Stevenson, Teamann.

VOTING NAY: Steele.

MOTION CARRIED.

**MAIN STREET
ADVISORY COMMITTEE**

COUNCIL COMMENTS

CITY HALL PARKING LOT

Council Member Stevenson recognized Council Member Teamann for "broadcasting" from the City Hall parking lot.

**CITY HALL
PARKING LOT**

TIRES STACKED AT BUSINESSES

Council Member Melton said she has seen tires stacked at businesses on Lamar Street and cars being worked on, and asked if someone was contacting them to enforce the requirements.

**TIRES STACKED
AT BUSINESSES**

Mr. Hefton said Wilco, the car repair business on Houston Street has been hauling off cars and cleaning up their facility. The staff is making "slow, but steady progress" in getting the businesses cleaned up.

Council Member Teamann thanked the staff for working to clean this area up. He said he has received several telephone calls recently about the work being done.

COUNCIL MINUTES – APRIL 20, 2020

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:42 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 05/04/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

FIRST PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of 6.00 acres of land located East of Lamberth Road, at the Intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

Issue:

To conduct the first public hearing concerning the annexation of 6.00 acres of land situated east of Lamberth Road, at the intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. This annexation was initiated by the property owner, Debra J. (McConnell) Wiley. At its March 16th meeting, the City Council approved the schedule for annexation of this property, which set the first and second public hearings for the April 6th meeting, and introduction and adoption of the Ordinance to annex the subject property at the May 4th regular Council meeting. The schedule was revised at the April 20th City Council meeting due to the cancellation of the April 6th meeting.

State law requires the City Council conduct two (2) public hearings on its intent to annex and the provision of services no later than forty (40) days nor earlier than twenty (20) days before introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than ten (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Nothing in the statute requires that the two public hearings on the intent to annex be held on separate dates, or even at separate meetings. As the annexation was requested by the property owner and not likely to elicit objection, City staff recommended that both public hearings on the intent to annex be held at this meeting and that action on the Annexation Ordinance be taken at the June 1st regular meeting.

Origination:

Letter requesting annexation by Debra J. (McConnell) Wiley, subject Property Owner / Developer

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about \$2,800.00 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council conduct its first public hearing concerning the possible annexation of this property.

Alternatives:

As directed by the City Council

Attachments

Annexation Scheduling Plan approved at April 20th City Council Meeting

Request for Annexation dated February 20, 2020

Municipal Service Plan

Exhibit A - Legal Description and Drawing

Aerial Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of 6.00 acres of land adjacent to the city limits
located East of Lamberth Road,
at the Intersection of Meadowlake Drive and Lamberth Road,
being more specifically described as:
WILEY DEVELOPMENT**

- Wednesday, April 22, 2020..... Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Thursday, April 23, 2020..... Post notice on City's website, newspaper and City Hall for City Council's 1st and 2nd Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Thursday, April 30, 2020..... Post notice of 1st and 2nd Public Hearing under the Open Meetings Act.
- Monday, May 4, 2020..... City Council's 1st and 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, May 28, 2020..... Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
- Monday, June 1, 2020..... City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.

2/24/20

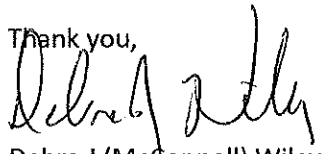
Amber Doan
City Hall
220 W Mulberry St
Sherman, TX 75091

Dear Ms Doan,

Enclosed please find the annexation survey provided by Underwood Surveyors.
Also is my original letter requesting the annexation of my property at 3939 W. Lamberth Rd.
At Mr Philpotts recommendation we are now requesting the property at 4045 W Lamberth Rd
be included in the annexation. The survey is for both properties.

Please advise me as soon as possible if anything else is required.

Thank you,

A handwritten signature in black ink, appearing to read 'Debra J Wiley', written over the printed name.

Debra J (McConnell) Wiley

903-821-7953

6/15/19

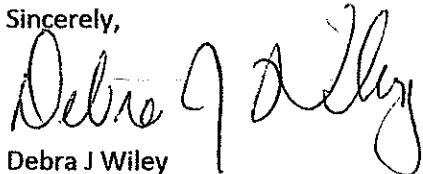
Amber Doan
City Hall
220 W. Mulberry St
Sherman, TX 75091

Dear Ms. Doan,

The purpose of this letter is to request that our property at 3939 W Lamberth Rd be annexed. My mother, E Jean McConnell owned the property next door at 4045 W Lamberth Rd. When we built our house she allowed us to tie into her well. As my mother has passed away, we will be putting her property on the market in the near future. It's likely whoever purchases the property will not want us tied into their well. Therefore, I am requesting this annexation so that we can eventually be able to tie into the city water.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debra J Wiley", followed by a horizontal line.

Debra J Wiley
903-821-7953

**City of Sherman
Municipal Service Plan
Lamberth Road at Meadowlake Drive**

INTRODUCTION:

The annexation is the site of approximately 6.00 acres east of Lamberth Road, at the intersection of Meadowlake Drive and Lamberth Road, lying adjacent to the City of Sherman existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

BULK WASTE PICKUP: Free monthly bulk trash and brush pickup would be available on the effective date of annexation.

STREETS AND BRIDGES: All roads shall be accepted in current as-is conditions and shall be maintained by the City of Sherman. Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon

annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

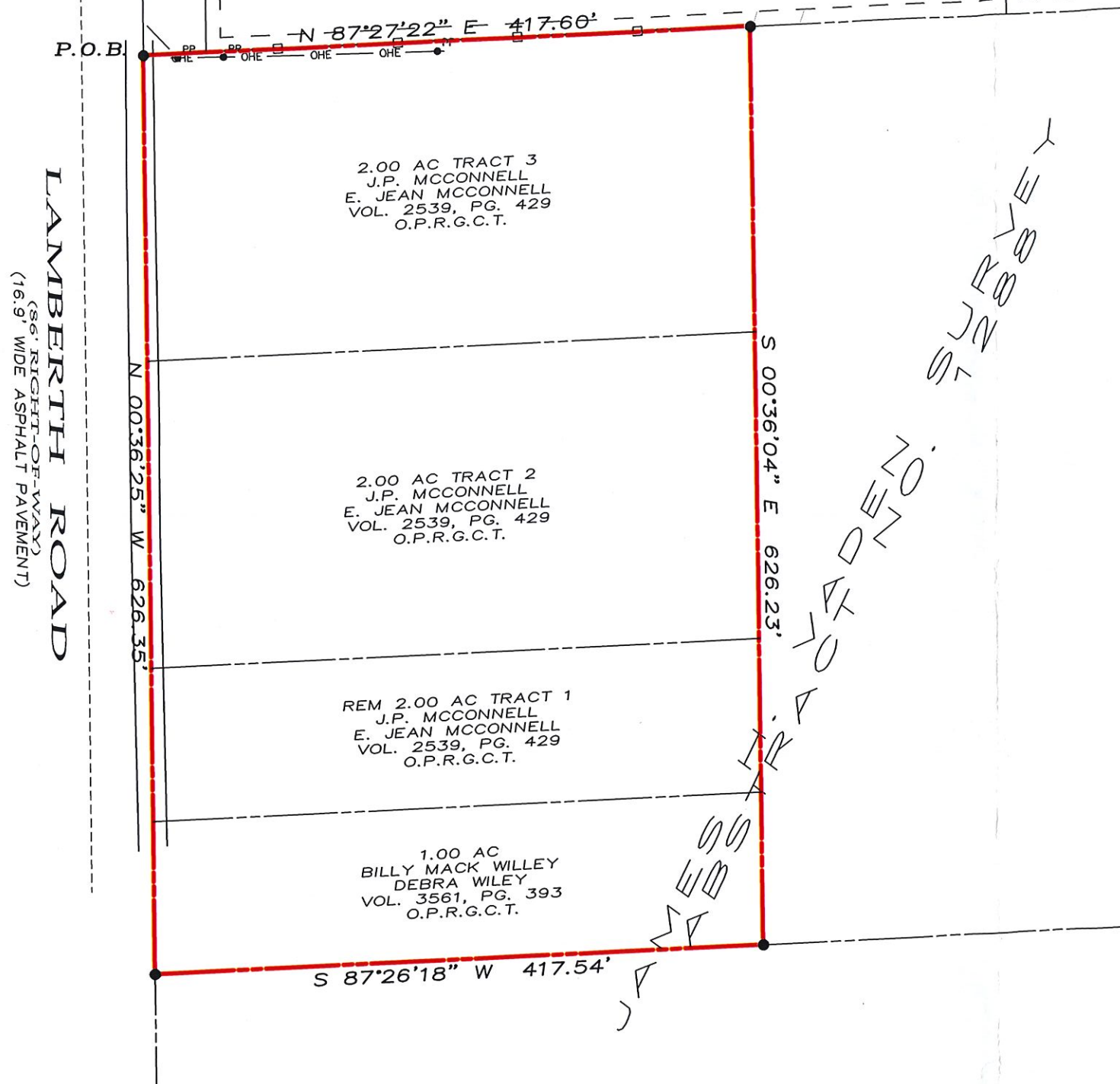
ANIMAL CONTROL: Animal control services will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-A on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: City water service will be extended from the city main on Lamberth Road to serve the location. Private Easements will be obtained by property owner requesting annexation to ensure installation availability. Any required utility extensions will be constructed in accordance with the City's Developer's Ordinance.

SEWER SERVICE: Due to the configuration and location of the platted lots, all properties within the annexation area will be served by individual and privately owned on-site waste treatment systems. Therefore, the City of Sherman will not provide sewer services to this area.



LEGEND

PP	POWER POLE
---	BOUNDARY LINE
---	PROPERTY LINE
□	STOCKADE FENCE
OHE	OVERHEAD ELECTRIC LINE

SCALE
1" = 100'

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the J.H. Vaden Survey, Abstract No. 1288, and being that same tract of land described as Tract 1, Tract 2 and Tract 3 conveyed to J.P. McConnell and wife E. Jean McConnell by deed recorded in Volume 2539, Page 429, Official Public Records, Grayson County, Texas, also being that same tract of land described as 1.00 acres conveyed to Billy Mack Wiley and wife Debra J. Wiley and being more particularly described by metes and bounds as follows:

Beginning at a point in the center of Lambreth Road at the northeast corner of said Tract 3:

Thence North 87°27'22" East a distance of 417.60 feet to a point;

Thence South 00°36'04" East a distance of 626.23 feet to a point;

Thence South 87°26'18" West a distance of 417.54 feet to a point;

Thence North 00°36'25" West a distance of 626.35 feet to the Point of Beginning and containing 6.000 acres of land.

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

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

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

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

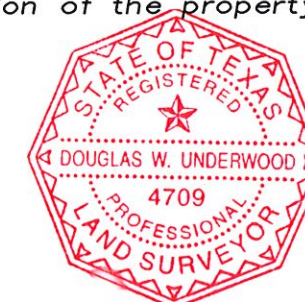


DRAFTING & SURVEYING

3404 INTERURBAN ROAD

DENISON, TEXAS 75021

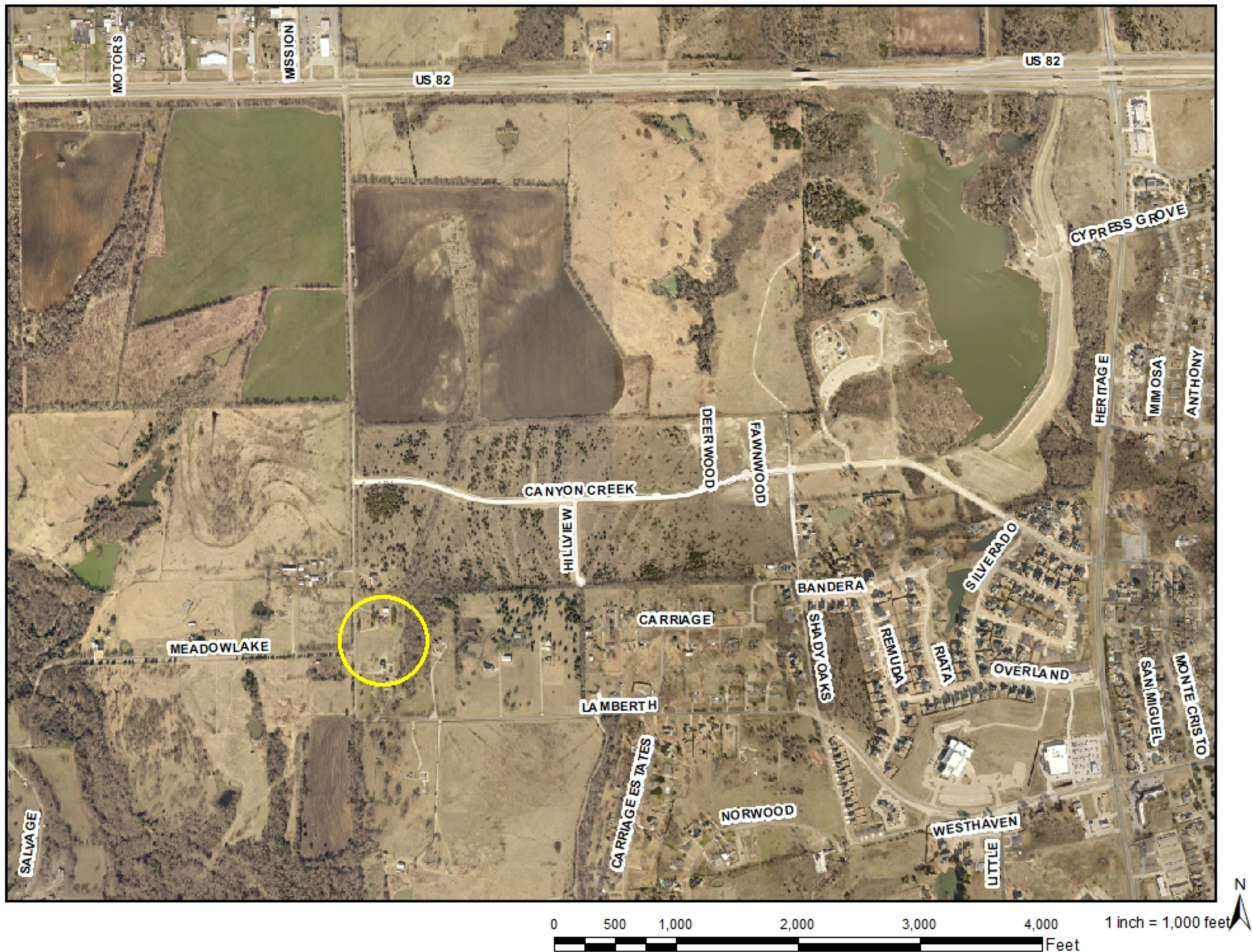
(903)465-2151



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

DATE OF SURVEY: 12/31/19

Annexation of Lamberth Road at Meadowlake Drive





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 2.

Meeting Date: 05/04/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

FIRST PUBLIC HEARING

Conduct the First Public Hearing Concerning the Annexation of Approximately 10.25 acres located West of East Street, South of Sherman Street, and East of Montgomery Street, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

Issue:

To conduct the first public hearing concerning the annexation of approximately 10.25 acres of land situated west of East Street, south of Sherman Street, and east of Montgomery Street, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. This annexation was initiated by the property owner, Kirk D. Allen also known as Karl Allen.

State law requires the City Council conduct two (2) public hearings on its intent to annex and the provision of services no later than (40) days nor earlier than twenty (20) days before the introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Nothing in the statute requires that the two public hearings be held on separate dates, or even at separate meetings. As the annexation was requested by the property owner and is not likely to elicit objection, City staff recommended that both public hearings on the intent to annex be held at the May 4th regular meeting and that action on the Annexation Ordinance be taken at the June 1st regular meeting.

Origination:

Letter requesting annexation by Kirk D. Allen also known as Karl Allen, subject Property Owner / Developer

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about \$29,000.00 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council conduct the first public hearing concerning the possible annexation of this property.

Alternatives:

As directed by the City Council

Attachments

Annexation Scheduling Plan approved at the April 20th City Council Meeting

Request for Annexation

Municipal Service Plan

Exhibit A - Legal Description and Drawing

Aerial Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of approximately 10.25 acres of land adjacent to the city limits,
located West of East Street, South of Sherman Street, and East of Montgomery Street,
being more specifically described as:
SOUTHSIDE ADDITION – POST OAK PLACE**

- Wednesday, April 22, 2020..... Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Thursday, April 23, 2020..... Post notice on City's website, newspaper and City Hall for City Council's 1st and 2nd Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Thursday, April 30, 2020..... Post notice of 1st and 2nd Public Hearing under the Open Meetings Act.
- Monday, May 4, 2020..... City Council's 1st and 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, May 28, 2020..... Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
- Monday, June 1, 2020..... City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.

City of Sherman
Engineering Department
Attn: Amber Doan

Amber,

Per our prior discussion on annexation related to the pending subdivision development at my property, located at both 418 and 420 E Sherman Street, and the associated parcels in the name of Kirk And Heather Allen, or Karl Allen, all owned or controlled by myself, please accept this request to begin annexation proceedings to include this set of parcels and property into the City of Sherman.

I am requesting annexation pursuant to a reviewed but soon to be submitted request for approval of a new development located at the noted property. Should this development be unapproved, this annexation is still beneficial as the projected taxes more than offset the double rates I pay for city utilities, which are the only ones available at this property as Choctaw Water District, in which I am also located, offers no services to this property as it is adjacent to and currently connected to city utilities under grandfathered conditions, under a renewing 5 year contract.

Should this request meet objections, please let me know, and should I need to do anything further, please let me know also and I will respond immediately.

Kirk D. Allen

A handwritten signature in black ink, appearing to read "Kirk D. Allen", is written over a horizontal line. The signature is stylized with large, sweeping loops and a prominent "K" at the beginning.



DRAFTING & SURVEYING, INC.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchen Survey, Abstract No. 667, and being all of the same tract of land described as 5.00 acres conveyed by Centex Home Equity Company to Karl Allen by deed dated April 10, 2003, recorded in Volume 3435, Page 641, Official Public Records, Grayson County, Texas, and also being the same tract of land described as 4.714 acres, Save & Except 0.252 acres, conveyed by Dale R. Gouge to Kirk D. Allen by deed dated June 26, 2003, recorded in Volume 3501, Page 795, said Official Public Records, and also being all of the same tracts of land referred to as Tract One, described as 0.546 acres, and Tract Two, being the above mentioned 0.252 acre tract, as conveyed by Donald W. Sloan et ux to said Kirk D. Allen et ux by deed dated March 31, 2004, recorded in Volume 5442, Page 370, said Official Public Records, and including a portion of Blocks 54, 55, and 56 and platted streets and alleys through said Blocks of South Side Addition to the City of Sherman as shown by plat of record in Volume 94, Page 135, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found maintaining the Northwest corner of the said 5.00 acre tract in the South line of Sherman Street, also being the most Northerly Northeast corner of the same tract of land described as 50.908 acres conveyed by Karl S. Morris to Harold E. Falk et ux by deed dated August 26, 1982, recorded in Volume 1616, Page 664, said Deed Records;

Thence North 75°03'45" East with said South line of Sherman Street a distance of 352.00 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 5.00 acre tract in the West line of an alley;

Thence South 14°56'15" East with said West line of alley a distance of 200.00 feet to a 1/2" steel rod found maintaining an angle point in the East line of the said 5.00 acre tract and the most Westerly Northwest corner of the said 4.714 acre tract;

Thence North 75°03'45" East a distance of 16.00 feet to a 1/2" steel rod set marking an inside "L" corner to the said 4.714 acre tract in the East line of said alley, said rod also marking the Southwest corner of said Tract Two (2.52 acre tract);

Thence North 14°56'15" West with said East line of alley, passing the Northwest corner of both said 4.714 acre tract and Tract Two and the Southwest corner of the said 0.546 acre tract and continuing for a total distance of 200.00 feet to a 1/2" steel rod set marking the Northwest corner of the said 0.546 acre tract in the said South line of Sherman Street;

Thence North 75°03'45" East a distance of 100.00 feet to a 1/2" steel rod set marking the Northeast corner of the said 0.546 acre tract in the Westerly line of a public road locally known as East Street;

Thence South 53°58'15" East with said West line of East Street and East line of the said 0.546 acre tract a distance of 123.10 feet to a 1/2" steel rod found at an angle point;

(10.25 ac. cont'd.)

Thence South 44°39'52" East continuing with said West line of East Street a distance of 62.62 feet to a 5/8" steel rod found maintaining the Southeast corner of the said 0.546 acre tract and the Northeast corner of both said 4.714 acre tract and Tract Two;

Thence South 38°59'40" East continuing with said West line of East Street, passing the Southeast corner of said Tract two and continuing for a total distance of 220.53 feet to a 1" pipe found at an angle point;

Thence South 34°17'17" East continuing with said West line of East Street a distance of 363.29 feet to a 1/2" steel rod found maintaining the Southeast corner of the said 4.714 acre tract;

Thence South 74°11'53" West with the general course of a fence along the South line of the said 4.714 acre tract a distance of 442.00 feet to a 1/2" steel rod found maintaining the most Easterly Northeast corner of the said Falk tract;

Thence South 74°51'49" West continuing with said general course of fence, passing the Southwest corner of the said 4.714 acre tract and the Southeast corner of the said 5.00 acre tract and continuing for a total distance of 324.59 feet to a 1/2" steel rod set marking the Southwest corner of the said 5.00 acre tract and an inside "L" corner to the said Falk tract;

Thence North 16°35'41" West with the general course of a fence along the West line of the said 5.00 acre tract and East line of the said Falk tract a distance of 702.23 feet to the Point-of-Beginning and containing 10.25 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.




James R. Maret
Registered Professional
Land Surveyor No. 5433
12-26-2019

JOB NO. 19110860
FW: RR-DFT: JRM

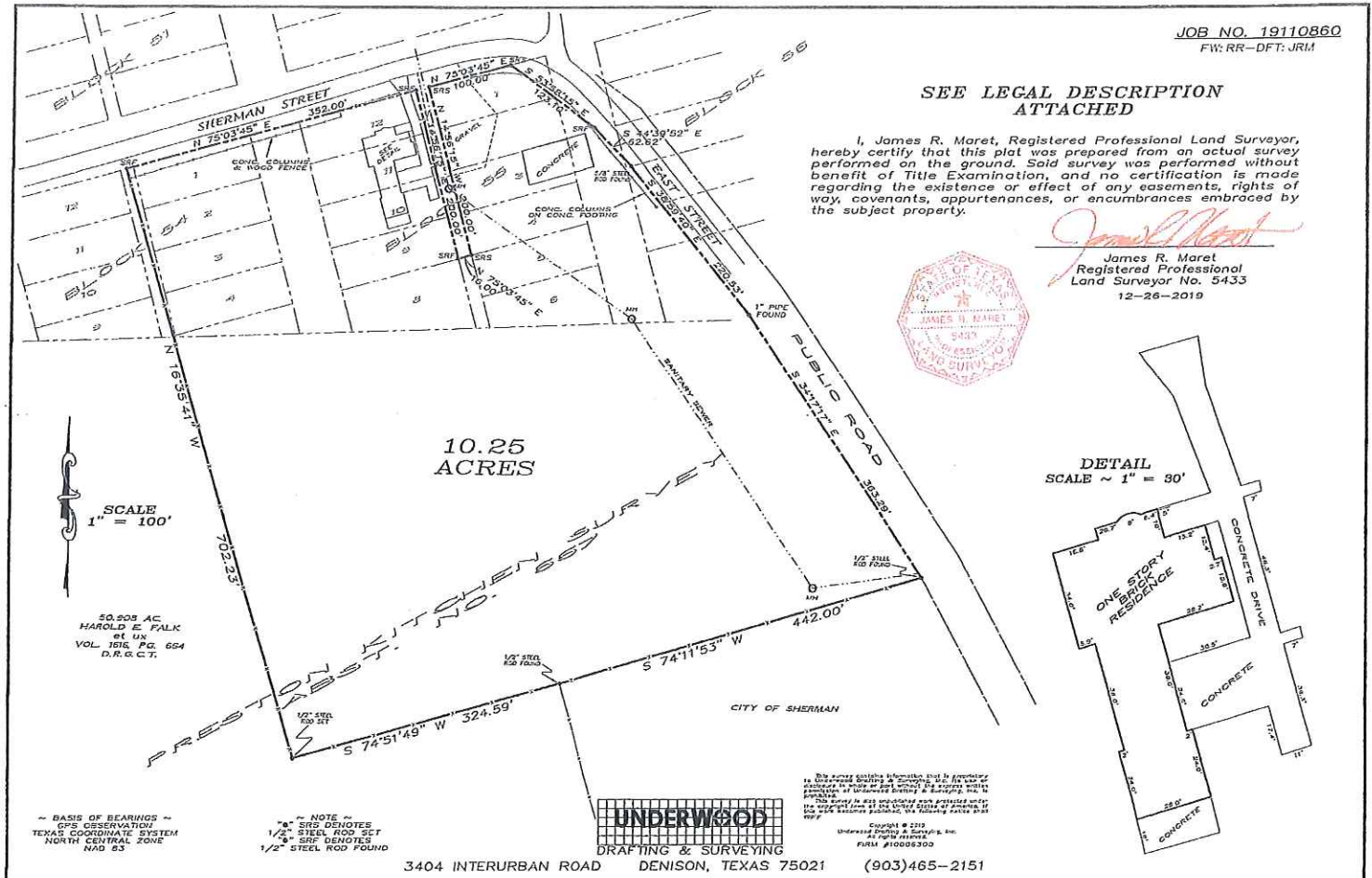
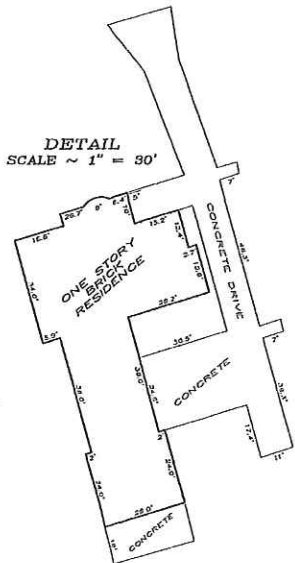
SEE LEGAL DESCRIPTION
ATTACHED

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that this plat was prepared from an actual survey performed on the ground. Said survey was performed without benefit of Title Examination, and no certification is made regarding the existence or effect of any easements, rights of way, covenants, appurtenances, or encumbrances embraced by the subject property.

James R. Maret
Registered Professional
Land Surveyor No. 5433
12-26-2019



DETAIL
SCALE ~ 1" = 30'



City of Sherman
Municipal Service Plan
Southside Addition – Post Oak Place

INTRODUCTION:

The annexation is the site of approximately 10.25 acres West of East Street, South of Sherman Street, and East of Montgomery Street, lying adjacent to the City of Sherman existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

BULK WASTE PICKUP: Free monthly bulk trash and brush pickup would be available on the effective date of annexation.

STREETS AND BRIDGES: All roads shall be accepted in current as-is conditions and shall be maintained by the City of Sherman. Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon

annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal control services will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Upon annexation, the City of Sherman will provide water service to the annexed area. Any required utility extensions to serve the area will be constructed in accordance with the City's Developer's Ordinance.

SEWER SERVICE: Upon annexation, the City of Sherman will provide sewer service to the annexed area. Any required utility extensions to serve the area will be constructed in accordance with the City's Developer's Ordinance.



DRAFTING & SURVEYING, INC.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchen Survey, Abstract No. 667, and being all of the same tract of land described as 5.00 acres conveyed by Centex Home Equity Company to Karl Allen by deed dated April 10, 2003, recorded in Volume 3435, Page 641, Official Public Records, Grayson County, Texas, and also being the same tract of land described as 4.714 acres, Save & Except 0.252 acres, conveyed by Dale R. Gouge to Kirk D. Allen by deed dated June 26, 2003, recorded in Volume 3501, Page 795, said Official Public Records, and also being all of the same tracts of land referred to as Tract One, described as 0.546 acres, and Tract Two, being the above mentioned 0.252 acre tract, as conveyed by Donald W. Sloan et ux to said Kirk D. Allen et ux by deed dated March 31, 2004, recorded in Volume 5442, Page 370, said Official Public Records, and including a portion of Blocks 54, 55, and 56 and platted streets and alleys through said Blocks of South Side Addition to the City of Sherman as shown by plat of record in Volume 94, Page 135, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found maintaining the Northwest corner of the said 5.00 acre tract in the South line of Sherman Street, also being the most Northerly Northeast corner of the same tract of land described as 50.908 acres conveyed by Karl S. Morris to Harold E. Falk et ux by deed dated August 26, 1982, recorded in Volume 1616, Page 664, said Deed Records;

Thence North 75°03'45" East with said South line of Sherman Street a distance of 352.00 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 5.00 acre tract in the West line of an alley;

Thence South 14°56'15" East with said West line of alley a distance of 200.00 feet to a 1/2" steel rod found maintaining an angle point in the East line of the said 5.00 acre tract and the most Westerly Northwest corner of the said 4.714 acre tract;

Thence North 75°03'45" East a distance of 16.00 feet to a 1/2" steel rod set marking an inside "L" corner to the said 4.714 acre tract in the East line of said alley, said rod also marking the Southwest corner of said Tract Two (2.52 acre tract);

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Thence North 75°03'45" East a distance of 100.00 feet to a 1/2" steel rod set marking the Northeast corner of the said 0.546 acre tract in the Westerly line of a public road locally known as East Street;

Thence South 53°58'15" East with said West line of East Street and East line of the said 0.546 acre tract a distance of 123.10 feet to a 1/2" steel rod found at an angle point;

(10.25 ac. cont'd.)

Thence South 44°39'52" East continuing with said West line of East Street a distance of 62.62 feet to a 5/8" steel rod found maintaining the Southeast corner of the said 0.546 acre tract and the Northeast corner of both said 4.714 acre tract and Tract Two;

Thence South 38°59'40" East continuing with said West line of East Street, passing the Southeast corner of said Tract two and continuing for a total distance of 220.53 feet to a 1" pipe found at an angle point;

Thence South 34°17'17" East continuing with said West line of East Street a distance of 363.29 feet to a 1/2" steel rod found maintaining the Southeast corner of the said 4.714 acre tract;

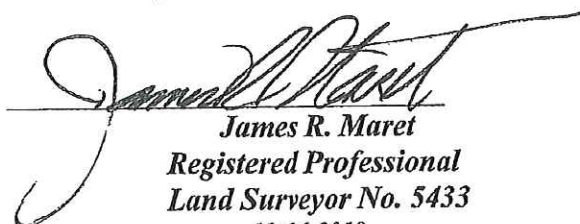
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Thence South 74°51'49" West continuing with said general course of fence, passing the Southwest corner of the said 4.714 acre tract and the Southeast corner of the said 5.00 acre tract and continuing for a total distance of 324.59 feet to a 1/2" steel rod set marking the Southwest corner of the said 5.00 acre tract and an inside "L" corner to the said Falk tract;

Thence North 16°35'41" West with the general course of a fence along the West line of the said 5.00 acre tract and East line of the said Falk tract a distance of 702.23 feet to the Point-of-Beginning and containing 10.25 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.




James R. Maret
Registered Professional
Land Surveyor No. 5433
12-26-2019

JOB NO. 19110860
FW: RR-DFT: JRM

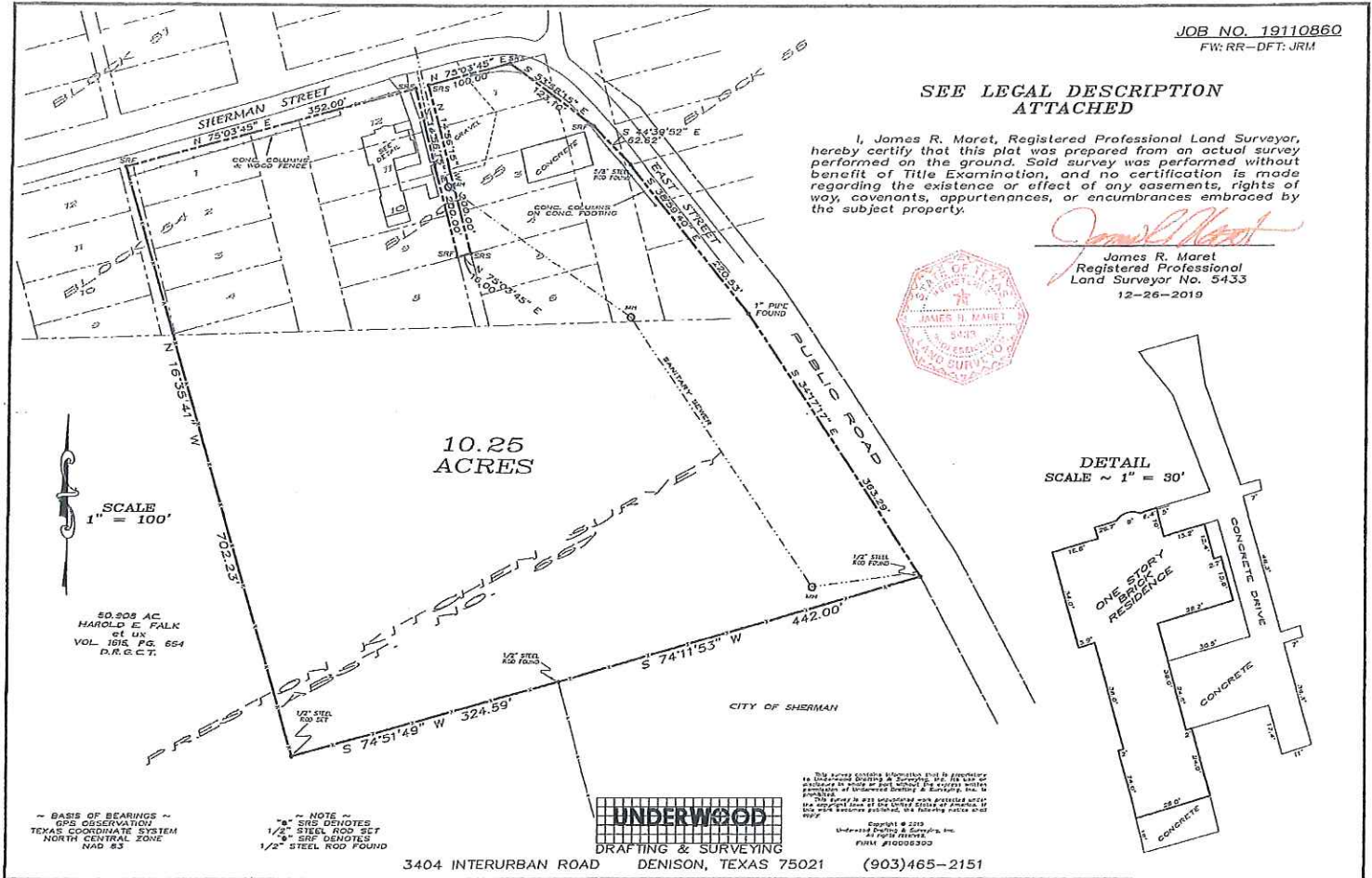
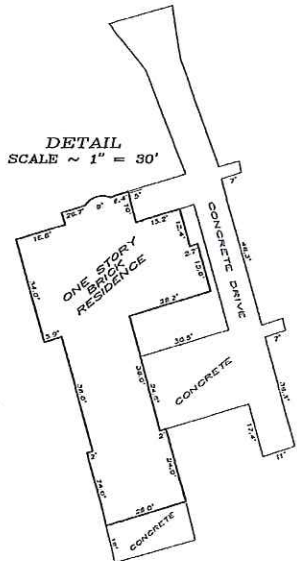
SEE LEGAL DESCRIPTION
ATTACHED

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that this plat was prepared from an actual survey performed on the ground. Said survey was performed without benefit of Title Examination, and no certification is made regarding the existence or effect of any easements, rights of way, covenants, appurtenances, or encumbrances embraced by the subject property.

James R. Maret
James R. Maret
Registered Professional
Land Surveyor No. 5433
12-26-2019



DETAIL
SCALE ~ 1" = 30'





0 100 200 400 600 800 1 inch = 200 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 3.

Meeting Date: 05/04/2020

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6295

Providing for a Permanent "Stop" Sign on Woods Street at Pelton Street within the City Limits of the City of Sherman, Texas; Providing for a Penalty Provision

Issue:

To adopt an ordinance providing for a permanent "Stop" sign on Woods Street at Pelton Street, stopping northbound traffic on Woods Street

Background:

The Engineering Department reviewed the intersection based on the criteria set forth in the Texas Manual on Uniform Traffic Control Devices and determined that a "Stop" sign is required at this location. The Stop sign has been up for 90 days to allow the staff to evaluate the issue. This intersection will now be an "All Way" stop. The existing stop signs at this location were adopted through Ordinance Nos. 3561 and 3613.

Origination:

Engineering Department

Financial Consideration:

The City's cost for installing the sign is approximately \$300.00 for time and materials.

Staff Recommendation:

It is recommended that the City Council adopt the proposed ordinance.

Alternatives:

As directed by the Council

Attachments

Ordinance No. 6295

Ordinance No. 3561 adopted at the February 8, 1982 City Council Meeting

Ordinance No. 3613 adopted at the October 18, 1982 City Council Meeting

Aerial Location Map

ORDINANCE NO. 6295

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN ON WOODS STREET AT PELTON STREET WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN, TEXAS; PROVIDING FOR A PENALTY PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, a permanent "Stop" sign shall be in place at the following location within the corporate limits of the City of Sherman, Texas:

At the intersection of Woods Street and Pelton Street, stopping northbound traffic on Woods Street.

SECTION 2. That the City Engineer is directed to designate this action by the appropriate marking and sign.

SECTION 3. That, from and after the erection of the stop sign herein authorized, it shall be unlawful for the driver of any vehicle approaching such stop sign to fail to bring such vehicle to a complete stop at a clearly-marked stop line; but, if none, then at the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection. Violators of this ordinance shall be subject to fine as provided in Section 1-6 of the Code of Ordinances of the City of Sherman, Texas, codified.

SECTION 4. That the provisions of this ordinance are severable and the invalidity of any word, phrase, or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

EFFECTIVE DATE on this the _____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

ORDINANCE NO. 3561

AN ORDINANCE OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR PERMANENT "STOP" SIGNS AT THE INTERSECTION OF DULIN AND RUSK, STOPPING TRAFFIC ON DULIN; AND AT THE INTERSECTION OF WOODS AND PELTON, STOPPING TRAFFIC ON PELTON; AND AT THE RIGHT-HAND TURN LANE ON WOODS; AND BEING WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. From and after the passage of this ordinance, permanent "STOP" signs will be in place at the intersection of Dulin and Rusk, stopping traffic on Dulin; and at the intersection of Woods and Pelton, stopping traffic on Pelton; and at the right-hand turn lane on Woods.

SECTION 2. These signs will be erected and maintained by the Department of Public Works.

SECTION 3. From and after the erection of the "STOP" signs herein authorized, it shall be unlawful for the driver of any vehicle approaching such "STOP" signs to fail to bring such vehicle to a complete stop at such signs or at a clearly-marked stop line before entering the intersection. Violators of this ordinance shall be subject to fine as provided by Section 1-6 of the Code of Ordinances, City of Sherman, Texas. Codified.

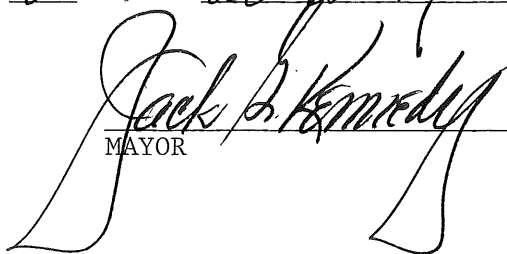
SECTION 4. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the place, time, and purpose of said meeting was given as required.

PASSED AND APPROVED:

1st reading 25 day of January, 1982.

2nd reading 8 day of February, 1982.

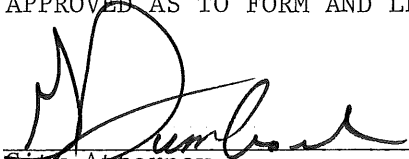
PASSED AND APPROVED this the 8 day of February, 1982.


MAYOR

ATTEST:


City Clerk

APPROVED AS TO FORM AND LEGALITY:


City Attorney

memorandum

DATE: January 6, 1982
TO: Talmadge N. Buie, City Manager
FROM: Jim Andrews, Assistant City Manager
SUBJECT: STOP Signs



We have erected STOP signs at two intersections under the temporary 90-day authority. These STOP signs are at the intersection of Dulin and Rusk, stopping traffic on Dulin; and at the intersection of Woods and Pelton, stopping traffic on Pelton; and at the right-hand turn lane on Woods Street.

Would you please have the Council introduce the attached ordinance making these STOP signs permanent, at the Regular Council Meeting of January 11, 1982, and set a Public Hearing for January 25, 1982.

Thank you.

JA/gw

CC: David E. Gattis, Director of Public Works and Engineering
J. D. Pickens, Chief of Police



#8-C

82 008

SPRING

MONTGOMERY

KENTUCKY

ROSE

MOUNTAIN

CENTRAL

OLIVE

#8-C

ST.

ST.

ST.

ST.

ST.

ST.

ST.

ST.

ST.

ST.

TEADMAN

ST.

ST.

MIDDLETON

RAINEY

AUSTIN

RUSK

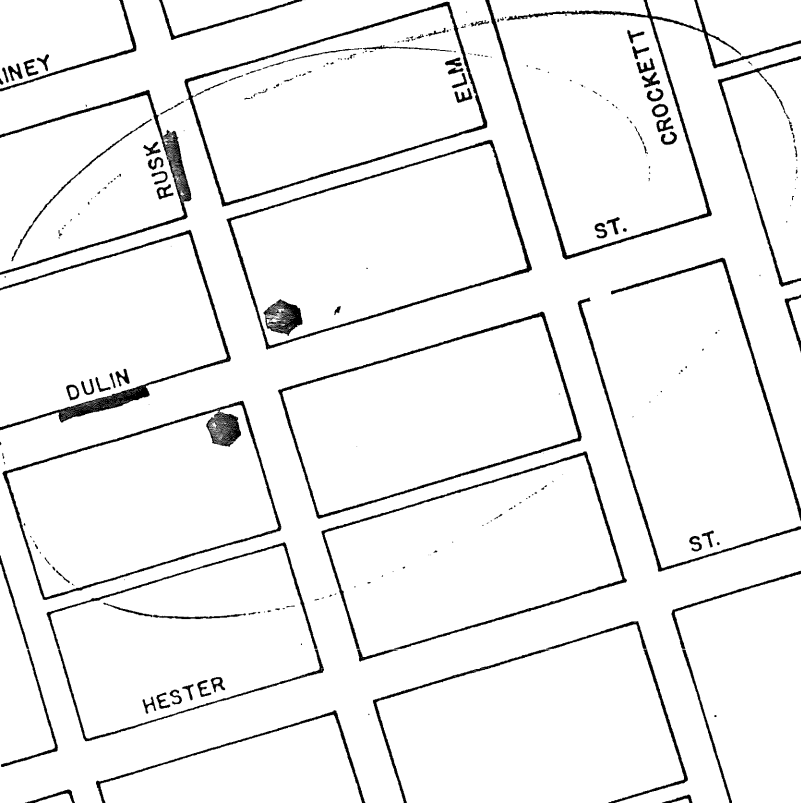
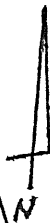
DULIN

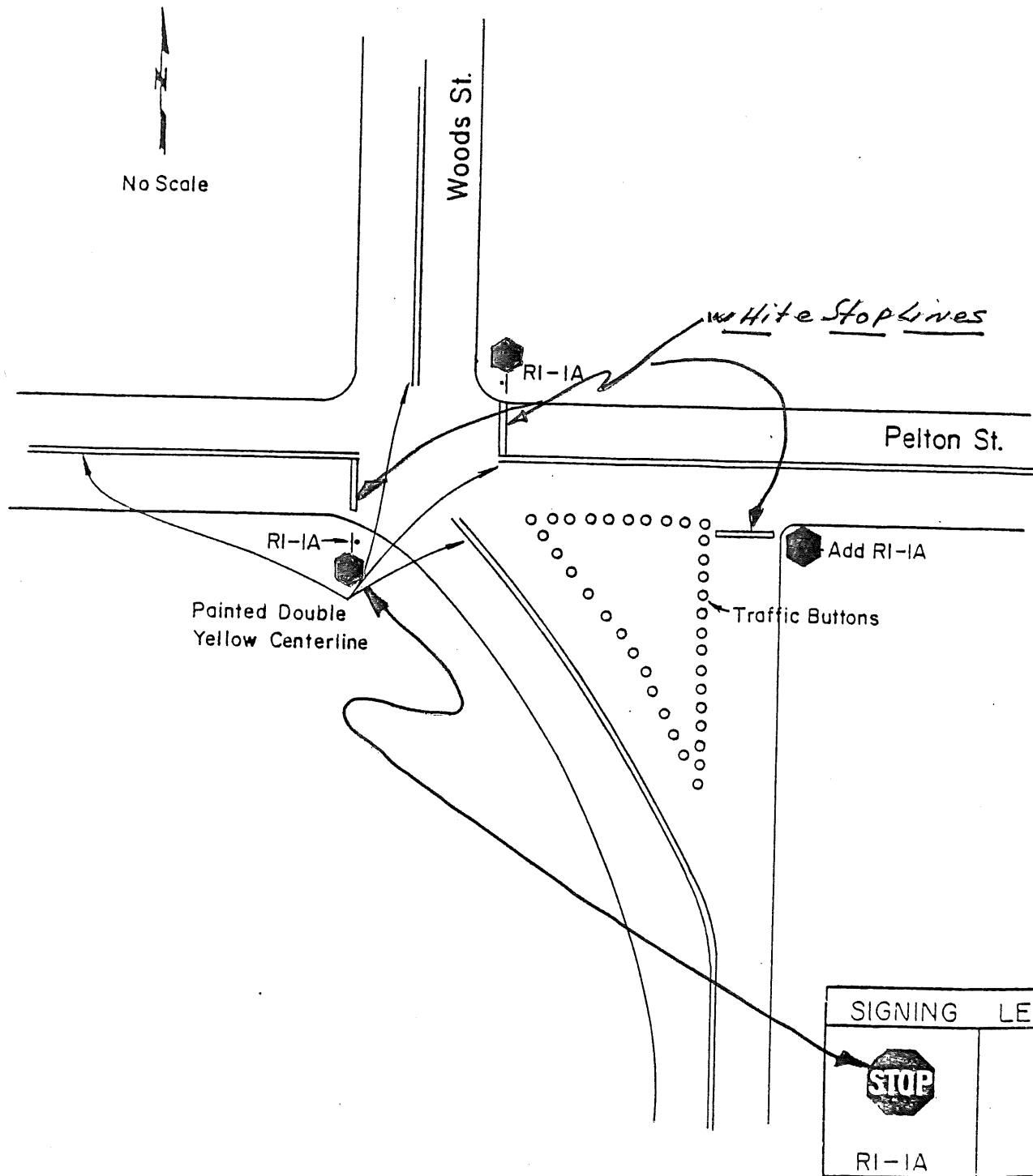
HESTER

ELM

CROCKETT

TRAVIS





INTERSECTION IMPRO
WOODS ST. @ PELTON
 FIGURE IV-29

#8-C

ORDINANCE NO. 3613

AN ORDINANCE OF THE CITY OF SHERMAN, TEXAS, PROVIDING FOR A PERMANENT "STOP" SIGN AT THE INTERSECTION OF WOODS AND PELTON, STOPPING SOUTH-BOUND TRAFFIC ON WOODS STREET, AND BEING WITHIN THE CITY LIMITS OF THE CITY OF SHERMAN; PROVIDING FOR A PENALTY PROVISION; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. From and after the passage of this ordinance, a permanent "STOP" sign will be in place at the intersection of Woods and Pelton, stopping southbound traffic on Woods Street.

SECTION 2. This sign will be erected and maintained by the Department of Public Works.

SECTION 3. From and after the erection of the "STOP" sign herein authorized, it shall be unlawful for the driver of any vehicle approaching such "STOP" sign to fail to bring such vehicle to a complete stop at such a sign or at a clearly-marked stop line before entering the intersection. Violators of this ordinance shall be subject to fine as provided by Section 1-6 of the Code of Ordinances, City of Sherman, Texas. Codified.

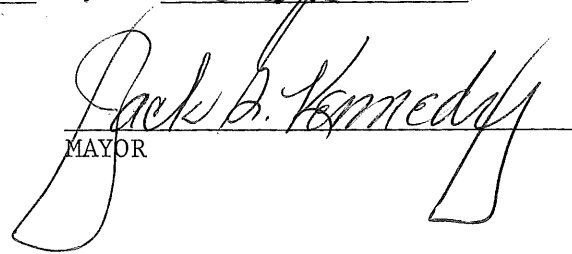
SECTION 4. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the place, time, and purpose of said meeting was given as required.

PASSED AND APPROVED:

1st reading 4 day of October, 1982.

2nd reading 18 day of October, 1982.

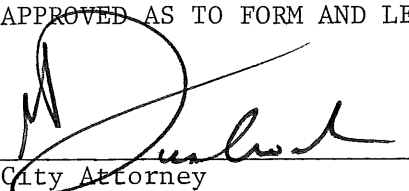
PASSED AND APPROVED this the 18th day of October, 1982.

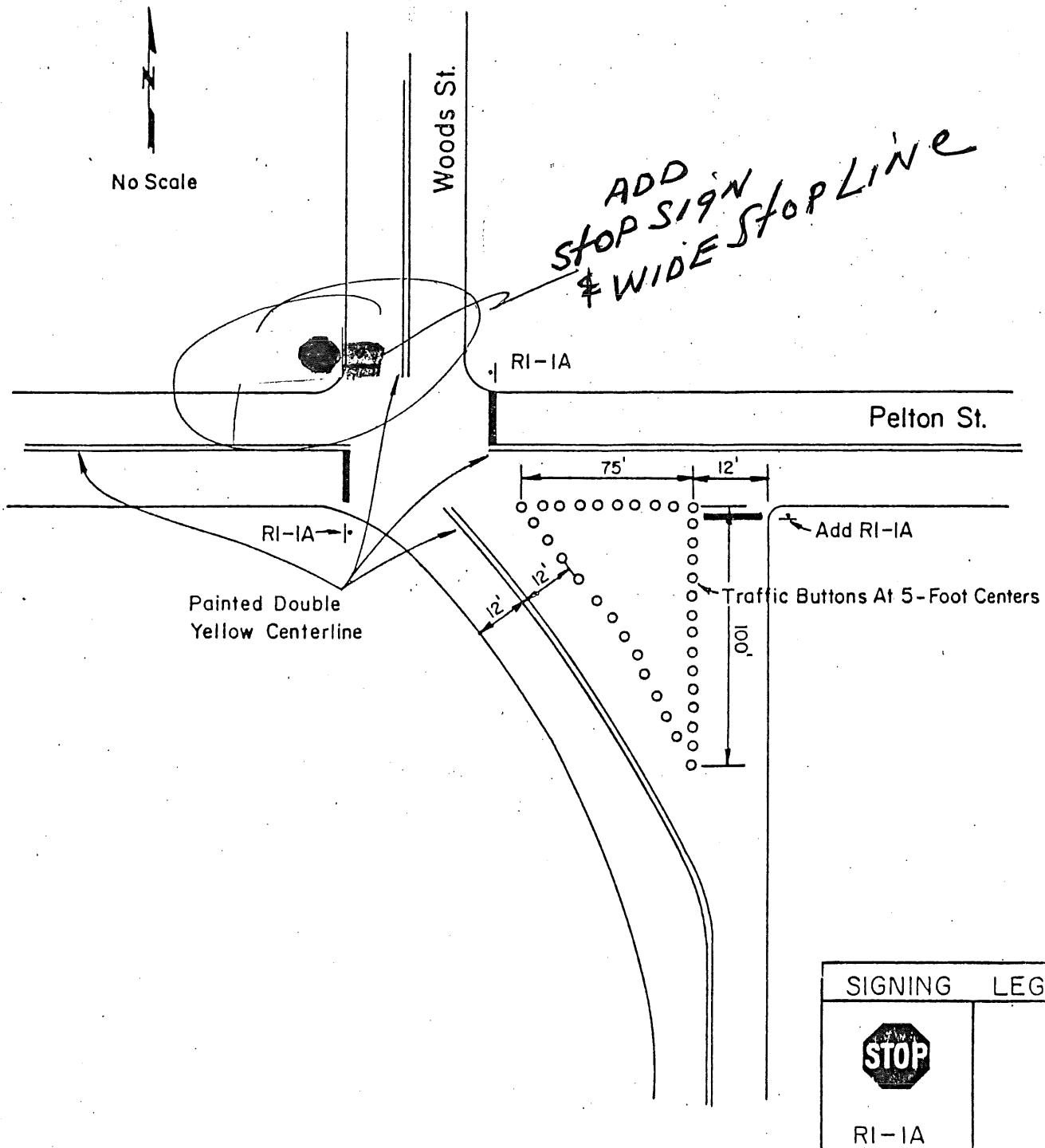

MAYOR

ATTEST:


City Clerk

APPROVED AS TO FORM AND LEGALITY:


City Attorney



SIGNING	LEGEND
 RI-1A	

INTERSECTION IMPROVEMENT
WOODS ST. @ PELTON ST.
FIGURE IV-29

memorandum

DATE: September 15, 1982
TO: Talmadge N. Buie, City Manager
FROM: Jim Andrews, Assistant City Manager
SUBJECT: STOP Sign

JA

A STOP sign has been erected under the 90-day temporary trial basis, at the intersection of Woods and Pelton, stopping southbound traffic on Woods Street.

Please schedule the attached Ordinance No. 3613 for introduction at the September 20, 1982, Regular Council Meeting and set a Public Hearing for 5:10 p.m., October 4, 1982.

JA/gw

CC: J. D. Pickens, Police Chief
M. P. Allison, Fire Chief
David E. Gattis, Director of Public Works and Engineering







SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 4.

Meeting Date: 05/04/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

SECOND PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of 6.00 acres of land located East of Lamberth Road, at the Intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

Issue:

To conduct the second public hearing concerning the annexation of 6.00 acres of land situated east of Lamberth Road, at the intersection of Meadowlake Drive and Lamberth Road, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. This annexation was initiated by the property owner, Debra J. (McConnell) Wiley. At its March 16th meeting, the City Council approved the schedule for annexation of this property, which set the first and second public hearings for the April 6th meeting, and introduction and adoption of the Ordinance to annex the subject property at the May 4th regular Council meeting. The schedule was revised at the April 20th City Council meeting due to the cancellation of the April 6th meeting.

State law requires the City Council conduct two (2) public hearings on its intent to annex and the provision of services no later than forty (40) days nor earlier than twenty (20) days before introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than ten (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Nothing in the statute requires that the two public hearings on the intent to annex be held on separate dates, or even at separate meetings. As the annexation was requested by the property owner and not likely to elicit objection, City staff recommended that both public hearings on the intent to annex be held at this meeting and that action on the Annexation Ordinance be taken at the June 1st regular meeting.

Origination:

Letter requesting annexation by Debra J. (McConnell) Wiley, subject Property Owner / Developer

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about \$2,800.00 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council conduct its second public hearing concerning the possible annexation of this property.

Alternatives:

As directed by the City Council

Attachments

Annexation Scheduling Plan approved at April 20th City Council Meeting

Request for Annexation dated February 20, 2020

Municipal Service Plan

Exhibit A - Legal Description and Drawing

Aerial Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of 6.00 acres of land adjacent to the city limits
located East of Lamberth Road,
at the Intersection of Meadowlake Drive and Lamberth Road,
being more specifically described as:
WILEY DEVELOPMENT**

- Wednesday, April 22, 2020..... Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Thursday, April 23, 2020..... Post notice on City's website, newspaper and City Hall for City Council's 1st and 2nd Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Thursday, April 30, 2020..... Post notice of 1st and 2nd Public Hearing under the Open Meetings Act.
- Monday, May 4, 2020..... City Council's 1st and 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, May 28, 2020..... Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
- Monday, June 1, 2020..... City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.

2/24/20

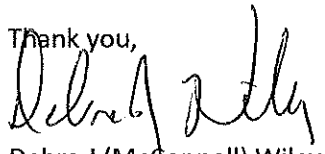
Amber Doan
City Hall
220 W Mulberry St
Sherman, TX 75091

Dear Ms Doan,

Enclosed please find the annexation survey provided by Underwood Surveyors.
Also is my original letter requesting the annexation of my property at 3939 W. Lamberth Rd.
At Mr Philpotts recommendation we are now requesting the property at 4045 W Lamberth Rd
be included in the annexation. The survey is for both properties.

Please advise me as soon as possible if anything else is required.

Thank you,

A handwritten signature in black ink, appearing to read 'Debra J Wiley', written over the printed name.

Debra J (McConnell) Wiley

903-821-7953

6/15/19

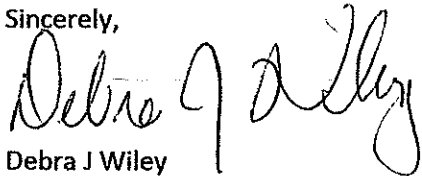
Amber Doan
City Hall
220 W. Mulberry St
Sherman, TX 75091

Dear Ms. Doan,

The purpose of this letter is to request that our property at 3939 W Lamberth Rd be annexed. My mother, E Jean McConnell owned the property next door at 4045 W Lamberth Rd. When we built our house she allowed us to tie into her well. As my mother has passed away, we will be putting her property on the market in the near future. It's likely whoever purchases the property will not want us tied into their well. Therefore, I am requesting this annexation so that we can eventually be able to tie into the city water.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Debra J Wiley". The signature is written in dark ink and is positioned above the printed name and phone number.

Debra J Wiley
903-821-7953

**City of Sherman
Municipal Service Plan
Lamberth Road at Meadowlake Drive**

INTRODUCTION:

The annexation is the site of approximately 6.00 acres east of Lamberth Road, at the intersection of Meadowlake Drive and Lamberth Road, lying adjacent to the City of Sherman existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

BULK WASTE PICKUP: Free monthly bulk trash and brush pickup would be available on the effective date of annexation.

STREETS AND BRIDGES: All roads shall be accepted in current as-is conditions and shall be maintained by the City of Sherman. Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon

annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

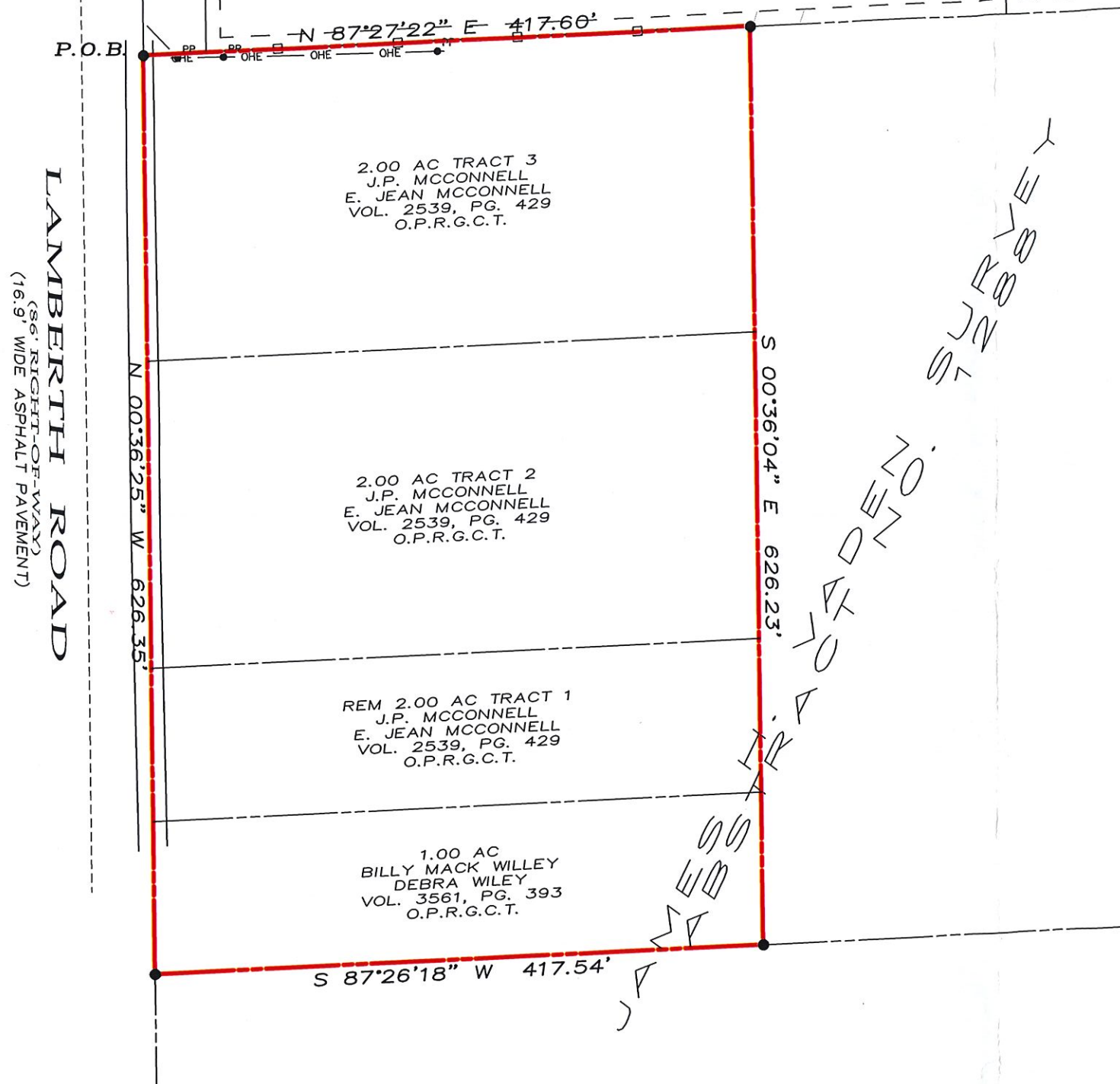
ANIMAL CONTROL: Animal control services will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-A on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: City water service will be extended from the city main on Lamberth Road to serve the location. Private Easements will be obtained by property owner requesting annexation to ensure installation availability. Any required utility extensions will be constructed in accordance with the City's Developer's Ordinance.

SEWER SERVICE: Due to the configuration and location of the platted lots, all properties within the annexation area will be served by individual and privately owned on-site waste treatment systems. Therefore, the City of Sherman will not provide sewer services to this area.



LEGEND

PP	POWER POLE
---	BOUNDARY LINE
---	PROPERTY LINE
□	STOCKADE FENCE
OHE	OVERHEAD ELECTRIC LINE

SCALE
1" = 100'

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the J.H. Vaden Survey, Abstract No. 1288, and being that same tract of land described as Tract 1, Tract 2 and Tract 3 conveyed to J.P. McConnell and wife E. Jean McConnell by deed recorded in Volume 2539, Page 429, Official Public Records, Grayson County, Texas, also being that same tract of land described as 1.00 acres conveyed to Billy Mack Wiley and wife Debra J. Wiley and being more particularly described by metes and bounds as follows:

Beginning at a point in the center of Lambreth Road at the northeast corner of said Tract 3:

Thence North 87°27'22" East a distance of 417.60 feet to a point;

Thence South 00°36'04" East a distance of 626.23 feet to a point;

Thence South 87°26'18" West a distance of 417.54 feet to a point;

Thence North 00°36'25" West a distance of 626.35 feet to the Point of Beginning and containing 6.000 acres of land.

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

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

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

Copyright ©2020
Underwood Drafting & Surveying, Inc.
All rights reserved.

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

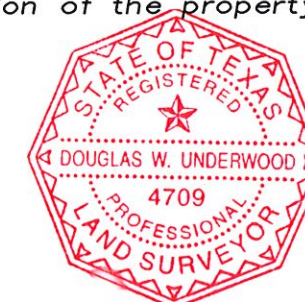


DRAFTING & SURVEYING

3404 INTERURBAN ROAD

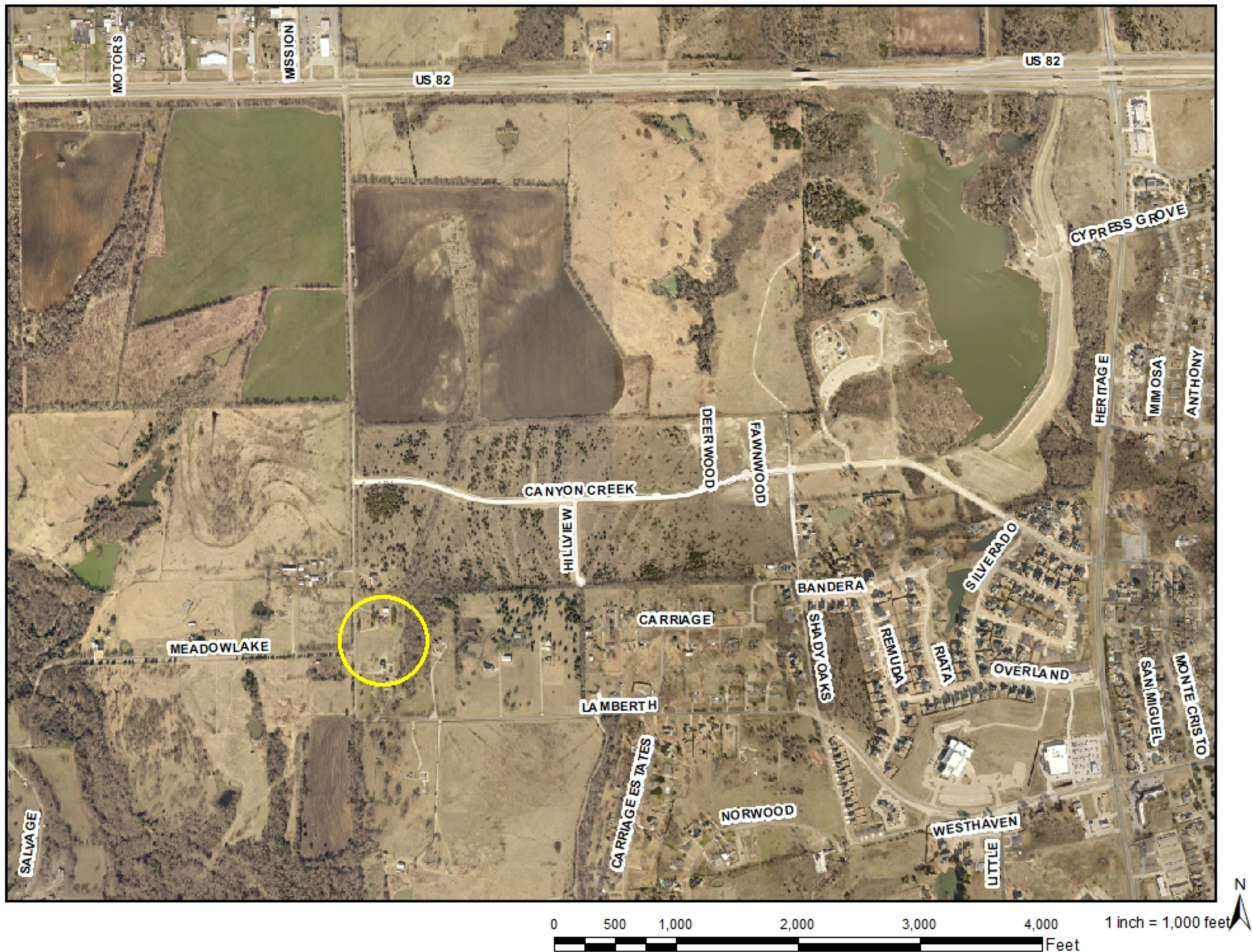
DENISON, TEXAS 75021

(903)465-2151



Douglas W. Underwood
Registered Professional
Land Surveyor No. 4709
Firm No. 10006300
DATE OF SURVEY: 12/31/19

Annexation of Lamberth Road at Meadowlake Drive





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 5.

Meeting Date: 05/04/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

SECOND PUBLIC HEARING

Conduct the Second Public Hearing Concerning the Annexation of Approximately 10.25 acres located West of East Street, South of Sherman Street, and East of Montgomery Street, adjacent to the Sherman City Limits and in the City of Sherman's Extra Territorial Jurisdiction

Issue:

To conduct the second public hearing concerning the annexation of approximately 10.25 acres of land situated west of East Street, south of Sherman Street, and east of Montgomery Street, adjacent to the Sherman City Limits, and in the City's extra territorial jurisdiction (ETJ), in accordance with state law and the City Charter

Background:

It is the City's intention to annex specifically identified individual areas in the City's ETJ, in accordance with state law and the City Charter. This annexation was initiated by the property owner, Kirk D. Allen also known as Karl Allen.

State law requires the City Council conduct two (2) public hearings on its intent to annex and the provision of services no later than (40) days nor earlier than twenty (20) days before the introduction of the annexation ordinance. Publication of notice of these hearings must be no later than twenty (20) days nor earlier than (10) days before each hearing. State law also requires that the City Council shall direct its planning department to develop a service plan for the proposed annexation area. The City Charter requires at least seventy-two (72) hours public notice of the annexation ordinance before its adoption.

Nothing in the statute requires that the two public hearings be held on separate dates, or even at separate meetings. As the annexation was requested by the property owner and is not likely to elicit objection, City staff recommended that both public hearings on the intent to annex be held at the May 4th regular meeting and that action on the Annexation Ordinance be taken at the June 1st regular meeting.

Origination:

Letter requesting annexation by Kirk D. Allen also known as Karl Allen, subject Property Owner / Developer

Financial Consideration:

Once developed, the additional property taxes on the land raised from this annexation are estimated at about \$29,000.00 annually, which approximates the estimated costs associated with providing general City services.

Staff Recommendation:

It is recommended that the City Council conduct the second public hearing concerning the possible annexation of this property.

Alternatives:

As directed by the City Council

Attachments

Annexation Scheduling Plan approved at the April 20th City Council Meeting

Request for Annexation

Municipal Service Plan

Exhibit A - Legal Description and Drawing

Aerial Location Map

ANNEXATION SCHEDULING PLAN

**Annexation of approximately 10.25 acres of land adjacent to the city limits,
located West of East Street, South of Sherman Street, and East of Montgomery Street,
being more specifically described as:
SOUTHSIDE ADDITION – POST OAK PLACE**

- Wednesday, April 22, 2020..... Send written notice to property owners in the area to be annexed, public or private entities that provide services in that area, and any railroads with a right of way in the area to be annexed. The Department of Engineering Services will prepare a service plan that details the specific Municipal Services that will be provided to the area after it is annexed.
- Thursday, April 23, 2020..... Post notice on City's website, newspaper and City Hall for City Council's 1st and 2nd Public Hearing on intent to annex. Send written notice to each public school district in the area to be annexed. Send by certified mail a second written notice to any railroads with a right of way in the area to be annexed. Obtain required affidavit of publication from newspaper.
- Thursday, April 30, 2020..... Post notice of 1st and 2nd Public Hearing under the Open Meetings Act.
- Monday, May 4, 2020..... City Council's 1st and 2nd Public Hearing on intent to annex and service plan.* (Regular Council Meeting)
- Thursday, May 28, 2020..... Post notice on City's website, newspaper and City Hall for introduction of annexation ordinance and adoption of the ordinance. Posting will also be in compliance with the Open Meetings Act.*
- Monday, June 1, 2020..... City Council Public Hearing for introduction and consideration of adoption of annexation ordinance.* (Regular Council Meeting)

* If more than twenty (20) adults who are residents of the area to be annexed protest within ten (10) days of the notice by publication, then one (1) of the public hearings must be held in the area to be annexed.

City of Sherman
Engineering Department
Attn: Amber Doan

Amber,

Per our prior discussion on annexation related to the pending subdivision development at my property, located at both 418 and 420 E Sherman Street, and the associated parcels in the name of Kirk And Heather Allen, or Karl Allen, all owned or controlled by myself, please accept this request to begin annexation proceedings to include this set of parcels and property into the City of Sherman.

I am requesting annexation pursuant to a reviewed but soon to be submitted request for approval of a new development located at the noted property. Should this development be unapproved, this annexation is still beneficial as the projected taxes more than offset the double rates I pay for city utilities, which are the only ones available at this property as Choctaw Water District, in which I am also located, offers no services to this property as it is adjacent to and currently connected to city utilities under grandfathered conditions, under a renewing 5 year contract.

Should this request meet objections, please let me know, and should I need to do anything further, please let me know also and I will respond immediately.


Kirk D. Allen



DRAFTING & SURVEYING, INC.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchen Survey, Abstract No. 667, and being all of the same tract of land described as 5.00 acres conveyed by Centex Home Equity Company to Karl Allen by deed dated April 10, 2003, recorded in Volume 3435, Page 641, Official Public Records, Grayson County, Texas, and also being the same tract of land described as 4.714 acres, Save & Except 0.252 acres, conveyed by Dale R. Gouge to Kirk D. Allen by deed dated June 26, 2003, recorded in Volume 3501, Page 795, said Official Public Records, and also being all of the same tracts of land referred to as Tract One, described as 0.546 acres, and Tract Two, being the above mentioned 0.252 acre tract, as conveyed by Donald W. Sloan et ux to said Kirk D. Allen et ux by deed dated March 31, 2004, recorded in Volume 5442, Page 370, said Official Public Records, and including a portion of Blocks 54, 55, and 56 and platted streets and alleys through said Blocks of South Side Addition to the City of Sherman as shown by plat of record in Volume 94, Page 135, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found maintaining the Northwest corner of the said 5.00 acre tract in the South line of Sherman Street, also being the most Northerly Northeast corner of the same tract of land described as 50.908 acres conveyed by Karl S. Morris to Harold E. Falk et ux by deed dated August 26, 1982, recorded in Volume 1616, Page 664, said Deed Records;

Thence North 75°03'45" East with said South line of Sherman Street a distance of 352.00 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 5.00 acre tract in the West line of an alley;

Thence South 14°56'15" East with said West line of alley a distance of 200.00 feet to a 1/2" steel rod found maintaining an angle point in the East line of the said 5.00 acre tract and the most Westerly Northwest corner of the said 4.714 acre tract;

Thence North 75°03'45" East a distance of 16.00 feet to a 1/2" steel rod set marking an inside "L" corner to the said 4.714 acre tract in the East line of said alley, said rod also marking the Southwest corner of said Tract Two (2.52 acre tract);

Thence North 14°56'15" West with said East line of alley, passing the Northwest corner of both said 4.714 acre tract and Tract Two and the Southwest corner of the said 0.546 acre tract and continuing for a total distance of 200.00 feet to a 1/2" steel rod set marking the Northwest corner of the said 0.546 acre tract in the said South line of Sherman Street;

Thence North 75°03'45" East a distance of 100.00 feet to a 1/2" steel rod set marking the Northeast corner of the said 0.546 acre tract in the Westerly line of a public road locally known as East Street;

Thence South 53°58'15" East with said West line of East Street and East line of the said 0.546 acre tract a distance of 123.10 feet to a 1/2" steel rod found at an angle point;

(10.25 ac. cont'd.)

Thence South 44°39'52" East continuing with said West line of East Street a distance of 62.62 feet to a 5/8" steel rod found maintaining the Southeast corner of the said 0.546 acre tract and the Northeast corner of both said 4.714 acre tract and Tract Two;

Thence South 38°59'40" East continuing with said West line of East Street, passing the Southeast corner of said Tract two and continuing for a total distance of 220.53 feet to a 1" pipe found at an angle point;

Thence South 34°17'17" East continuing with said West line of East Street a distance of 363.29 feet to a 1/2" steel rod found maintaining the Southeast corner of the said 4.714 acre tract;

Thence South 74°11'53" West with the general course of a fence along the South line of the said 4.714 acre tract a distance of 442.00 feet to a 1/2" steel rod found maintaining the most Easterly Northeast corner of the said Falk tract;

Thence South 74°51'49" West continuing with said general course of fence, passing the Southwest corner of the said 4.714 acre tract and the Southeast corner of the said 5.00 acre tract and continuing for a total distance of 324.59 feet to a 1/2" steel rod set marking the Southwest corner of the said 5.00 acre tract and an inside "L" corner to the said Falk tract;

Thence North 16°35'41" West with the general course of a fence along the West line of the said 5.00 acre tract and East line of the said Falk tract a distance of 702.23 feet to the Point-of-Beginning and containing 10.25 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.




James R. Maret
Registered Professional
Land Surveyor No. 5433
12-26-2019

JOB NO. 19110860
FW: RR-DFT: JRM

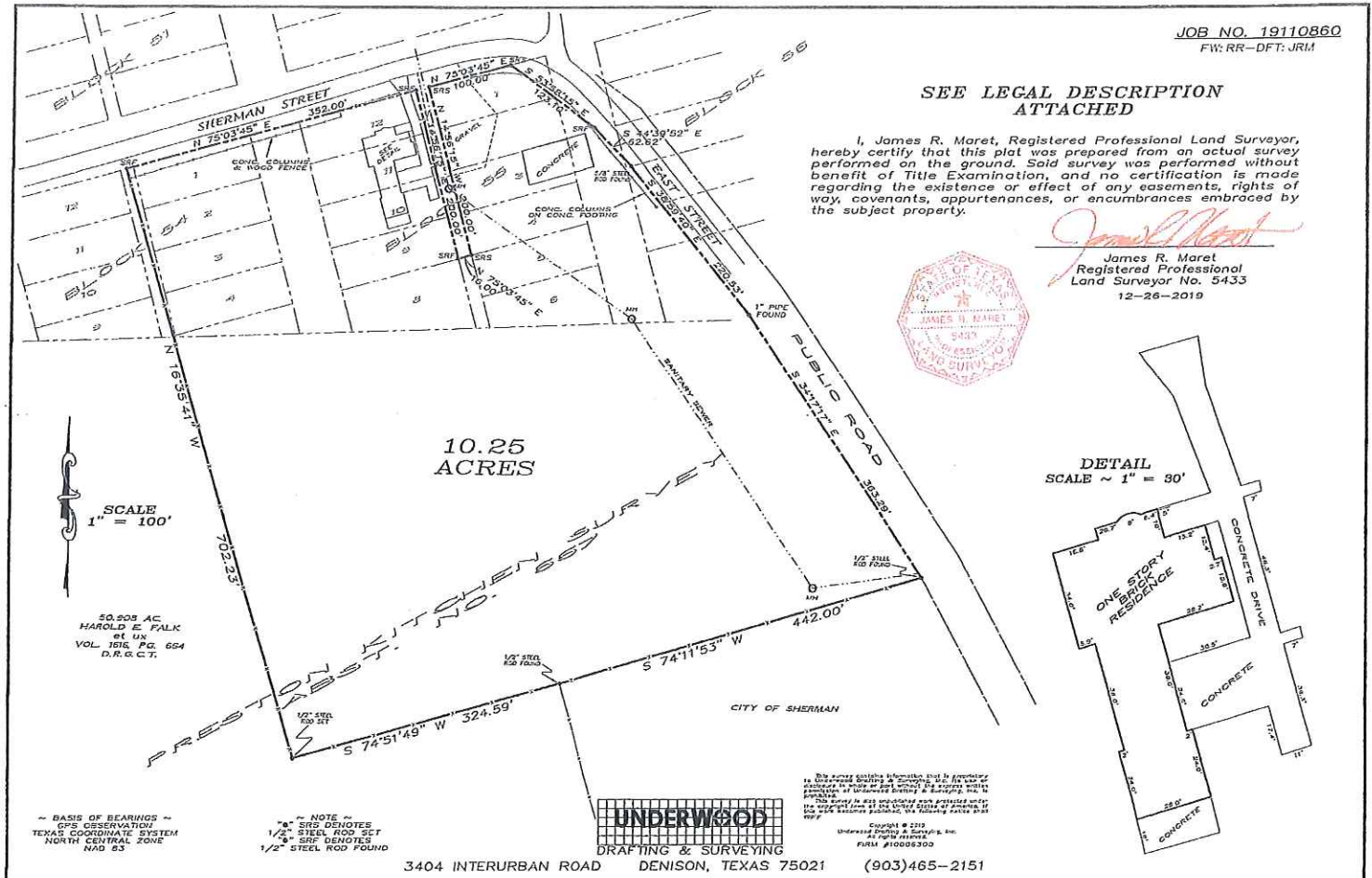
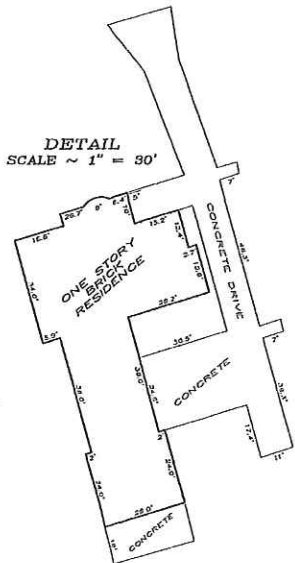
SEE LEGAL DESCRIPTION
ATTACHED

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that this plat was prepared from an actual survey performed on the ground. Said survey was performed without benefit of Title Examination, and no certification is made regarding the existence or effect of any easements, rights of way, covenants, appurtenances, or encumbrances embraced by the subject property.

James R. Maret
James R. Maret
Registered Professional
Land Surveyor No. 5433
12-26-2019



DETAIL
SCALE ~ 1" = 30'



**City of Sherman
Municipal Service Plan
Southside Addition – Post Oak Place**

INTRODUCTION:

The annexation is the site of approximately 10.25 acres West of East Street, South of Sherman Street, and East of Montgomery Street, lying adjacent to the City of Sherman existing city limits.

This annexation is a step in the process of providing for the orderly growth and development of the City, to protect the City from substandard development and to provide for the enlargement of the city limits by including developments and improvements that are logically a part of the City and receive city utilities.

MUNICIPAL SERVICES TO BE PROVIDED:

POLICE PROTECTION: Patrolling, radio responses to calls, and other routine police services, using present personnel and equipment will be provided on the effective date of annexation.

FIRE PROTECTION: Fire protection by the present personnel and equipment of the fire fighting force will be provided on the effective date of annexation.

SOLID WASTE: The same solid waste collection and disposal service now provided within the City of Sherman will be extended to the annexed area on the effective date of annexation.

BULK WASTE PICKUP: Free monthly bulk trash and brush pickup would be available on the effective date of annexation.

STREETS AND BRIDGES: All roads shall be accepted in current as-is conditions and shall be maintained by the City of Sherman. Any future streets or improvements will be developed by the standard provisions of the Developer's Ordinance. Street lighting will be established according to city guidelines.

PARKS: No public parks exist in the area to be annexed. Any new park facilities will be developed according to existing City policies as applicable to all city residents.

CONSTRUCTION INSPECTIONS: Building inspection activities will be available upon

annexation.

ENVIRONMENTAL HEALTH AND HEALTH CODE ENFORCEMENT: Enforcement of the City's environmental health ordinances and regulations shall be provided within this area on the effective date of the annexation ordinance.

ANIMAL CONTROL: Animal control services will be provided by the City on the effective date of annexation.

PLANNING AND ZONING: The Planning and Zoning jurisdiction of the City will extend to this area on the effective date of this annexation. All areas will be annexed as an R-1 on the effective date of the annexation ordinance.

CAPITAL IMPROVEMENTS:

WATER SERVICE: Upon annexation, the City of Sherman will provide water service to the annexed area. Any required utility extensions to serve the area will be constructed in accordance with the City's Developer's Ordinance.

SEWER SERVICE: Upon annexation, the City of Sherman will provide sewer service to the annexed area. Any required utility extensions to serve the area will be constructed in accordance with the City's Developer's Ordinance.



DRAFTING & SURVEYING, INC.

LEGAL DESCRIPTION

Situated in the County of Grayson, State of Texas, being a part of the Preston Kitchen Survey, Abstract No. 667, and being all of the same tract of land described as 5.00 acres conveyed by Centex Home Equity Company to Karl Allen by deed dated April 10, 2003, recorded in Volume 3435, Page 641, Official Public Records, Grayson County, Texas, and also being the same tract of land described as 4.714 acres, Save & Except 0.252 acres, conveyed by Dale R. Gouge to Kirk D. Allen by deed dated June 26, 2003, recorded in Volume 3501, Page 795, said Official Public Records, and also being all of the same tracts of land referred to as Tract One, described as 0.546 acres, and Tract Two, being the above mentioned 0.252 acre tract, as conveyed by Donald W. Sloan et ux to said Kirk D. Allen et ux by deed dated March 31, 2004, recorded in Volume 5442, Page 370, said Official Public Records, and including a portion of Blocks 54, 55, and 56 and platted streets and alleys through said Blocks of South Side Addition to the City of Sherman as shown by plat of record in Volume 94, Page 135, Deed Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 1/2" steel rod found maintaining the Northwest corner of the said 5.00 acre tract in the South line of Sherman Street, also being the most Northerly Northeast corner of the same tract of land described as 50.908 acres conveyed by Karl S. Morris to Harold E. Falk et ux by deed dated August 26, 1982, recorded in Volume 1616, Page 664, said Deed Records;

Thence North 75°03'45" East with said South line of Sherman Street a distance of 352.00 feet to a 1/2" steel rod found maintaining the Northeast corner of the said 5.00 acre tract in the West line of an alley;

Thence South 14°56'15" East with said West line of alley a distance of 200.00 feet to a 1/2" steel rod found maintaining an angle point in the East line of the said 5.00 acre tract and the most Westerly Northwest corner of the said 4.714 acre tract;

Thence North 75°03'45" East a distance of 16.00 feet to a 1/2" steel rod set marking an inside "L" corner to the said 4.714 acre tract in the East line of said alley, said rod also marking the Southwest corner of said Tract Two (2.52 acre tract);

Thence North 14°56'15" West with said East line of alley, passing the Northwest corner of both said 4.714 acre tract and Tract Two and the Southwest corner of the said 0.546 acre tract and continuing for a total distance of 200.00 feet to a 1/2" steel rod set marking the Northwest corner of the said 0.546 acre tract in the said South line of Sherman Street;

Thence North 75°03'45" East a distance of 100.00 feet to a 1/2" steel rod set marking the Northeast corner of the said 0.546 acre tract in the Westerly line of a public road locally known as East Street;

Thence South 53°58'15" East with said West line of East Street and East line of the said 0.546 acre tract a distance of 123.10 feet to a 1/2" steel rod found at an angle point;

(10.25 ac. cont'd.)

Thence South 44°39'52" East continuing with said West line of East Street a distance of 62.62 feet to a 5/8" steel rod found maintaining the Southeast corner of the said 0.546 acre tract and the Northeast corner of both said 4.714 acre tract and Tract Two;

Thence South 38°59'40" East continuing with said West line of East Street, passing the Southeast corner of said Tract two and continuing for a total distance of 220.53 feet to a 1" pipe found at an angle point;

Thence South 34°17'17" East continuing with said West line of East Street a distance of 363.29 feet to a 1/2" steel rod found maintaining the Southeast corner of the said 4.714 acre tract;

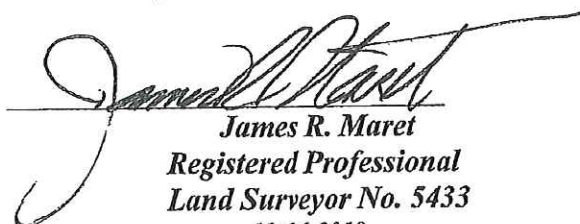
Thence South 74°11'53" West with the general course of a fence along the South line of the said 4.714 acre tract a distance of 442.00 feet to a 1/2" steel rod found maintaining the most Easterly Northeast corner of the said Falk tract;

Thence South 74°51'49" West continuing with said general course of fence, passing the Southwest corner of the said 4.714 acre tract and the Southeast corner of the said 5.00 acre tract and continuing for a total distance of 324.59 feet to a 1/2" steel rod set marking the Southwest corner of the said 5.00 acre tract and an inside "L" corner to the said Falk tract;

Thence North 16°35'41" West with the general course of a fence along the West line of the said 5.00 acre tract and East line of the said Falk tract a distance of 702.23 feet to the Point-of-Beginning and containing 10.25 acres of land more or less.....

I, James R. Maret, Registered Professional Land Surveyor, hereby certify that the above legal description was prepared from an actual survey made on the ground and is true and correct to the best of my knowledge and belief.




James R. Maret
Registered Professional
Land Surveyor No. 5433
12-26-2019

10.25
ACRES



0 100 200 400 600 800 1 inch = 200 feet Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 6.

Meeting Date: 05/04/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6295

Issue:

- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6295**
Providing for a Permanent "Stop" Sign on Woods Street at Pelton Street within the City Limits of the City of Sherman, Texas; Providing for a Penalty Provision
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 7.

Meeting Date: 05/04/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Issue:

D. 2. * RESOLUTION NO. 6615

Awarding a Bid to and Authorizing Execution of a Contract with Entrust One Facility Services, Inc. for Janitorial Services in Certain City-Owned Facilities

D. 3. * RESOLUTION NO. 6616

Authorizing Execution of an Agreement with Jose Eduardo Navidad Santamaria and Rosaura S. Recinos for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 2225 East Tuck Street within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 1. * OTHER BUSINESS

Repair and Rework the Dorchester 9 Trinity Well under an Emergency Designation



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 05/04/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6614

Designating the City Manager to Calculate the Voter-Approval Tax Rate in the Manner Provided for a Special Taxing Unit

Issue:

To consider enacting the provision of Texas Tax Code Section 26.04(c-1) that permits the City Council to direct the designated officer or employee to calculate the voter-approval tax rate in the manner provided for a special taxing unit if any part of the City is located in an area declared a disaster area during the current tax year by the Governor or by the President of the United States

Background:

Senate Bill 2, passed in the 2019 Texas legislative session, made adjustments to the property tax rate calculations as of January 1, 2020. Under the previous law, a city's rollback rate was the rate necessary to raise eight percent more maintenance and operations tax revenue as the year before, after certain adjustments. The debt service component of the tax rate is then added to the product of the effective maintenance and operations rate and 1.08 percent. S.B. 2 lowers the multiplier used in the rate calculation from eight percent (8%) to three point five percent (3.5%) for cities that aren't considered to be "special taxing units," which is nearly every Texas city. S.B. 2 provides for the city council to direct the designated officer or employee to calculate the voter-approval (rollback) rate in the manner provided for a special taxing unit (eight percent) if any part of the city is located in an area declared a disaster area during the current tax year by the Governor or by the President of the United States. The designated officer or employee shall continue calculating the voter-approval tax rate using 8% instead of 3.5% until the earlier of:

1. the second tax year in which the total taxable value of property in the city exceeds the total taxable value of property taxable by the city on January 1st of the tax year in which the disaster occurred; or
2. the third tax year after the tax year in which the disaster occurred.

Origination:

Finance Department

Financial Consideration:

There is no cost associated with resolution approval.

Staff Recommendation:

It is recommended that the Council approve the resolution.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6614

RESOLUTION NO. 6614

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DESIGNATING THE CITY MANAGER TO CALCULATE THE VOTER-APPROVAL TAX RATE IN THE MANNER PROVIDED FOR A SPECIAL TAXING UNIT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Senate Bill 2 of the 86th Texas Legislature lowered the property tax rate a taxing unit can adopt without voter approval by reducing the percentage the maintenance and operations rate may be increased from eight percent (8%) to three point five percent (3.5%); and

WHEREAS, a special taxing unit is not subject to the 3.5% voter-approval rate and remains subject to the 8% voter-approval rate; and

WHEREAS, Senate Bill 2 provides for the City Council the ability to direct the designated officer or employee to calculate the voter-approval tax rate in the manner provided for a special taxing unit if any part of the taxing unit is located in an area declared a disaster area during the current tax year by the Governor or by the President of the United States; and

WHEREAS, the Governor of the State of Texas declared a statewide disaster regarding the Coronavirus 2019 (COVID-19) on March 19, 2020;

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

SECTION 1. That the City Council of the City of Sherman, Texas, hereby designates the City Manager or his designee to calculate the voter-approval tax rate in the manner provided for a special taxing unit.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

BY:

DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 05/04/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6615**

Awarding a Bid to and Authorizing Execution of a Contract with Entrust One Facility Services, Inc. for Janitorial Services in Certain City-Owned Facilities

Issue:

To consider awarding and authorizing execution of a contract with Entrust One Facility Services, Inc. of Dallas, Texas, based on a Request for Proposals (RFP) for janitorial services in certain City-owned facilities

Background:

During a regularly scheduled meeting on March 16, 2020, the City Council authorized staff to advertise for bids for janitorial services. A public request for competitive, sealed proposals resulted in ten (10) submittals, which were opened on April 16, 2020.

Entrust One Facility Services, Inc. of Dallas, Texas, received the highest valuation, based on specific criteria detailed in the RFP document. The submitted bid by Entrust One Facility Services, Inc. was for an annual total cost of \$158,838.56.

Origination:

Financial Services

Financial Consideration:

Available funds were approved in the fiscal year (FY) 2020 budget for janitorial services.

Staff Recommendation:

Staff recommends that the City Council award the contract for janitorial services to Entrust One Facility Services, Inc. for one (1) six-month period, with optional renewals for three (3) one-year periods.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6615

City of Sherman Standard Contract

Bid Tabulation

RESOLUTION NO. 6615

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH ENTRUST ONE FACILITY SERVICES, INC. FOR JANITORIAL SERVICES IN CERTAIN CITY-OWNED FACILITIES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Entrust One Facility Services, Inc. of Dallas, Texas, is hereby awarded the bid of a monthly rate of Ten Thousand Nine Hundred Forty-Seven Dollars and Thirty-Eight Cents (\$10,947.38) per month, plus an amount not to exceed Twenty-Seven Thousand Four Hundred Seventy Dollars and No Cents (\$27,470.00) annually for annual and semi-annual tasks, as identified in the Request for Bids for janitorial services in certain city-owned facilities; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved by the City Attorney, to execute a contract with Entrust One Facility Services, Inc. for the aforementioned janitorial services, in accordance with all contract documents to be attached hereto and incorporated herein for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**



**CITY OF SHERMAN
STANDARD CONTRACT**

This Agreement is made by and between the City of Sherman, Texas, a home-rule municipality, hereinafter referred to as "Buyer", and the hereinafter named SELLER, referred to as the "Seller," for the sale of goods, materials and items specified hereinafter, and the Buyer and Seller hereby agree as follows:

Seller:

ENTRUST ONE FACILITY SERVICES INC.

Name

11142 SHADY TRAIL

Address

DALLAS, TEXAS 75229

City, State, Zip

(972) 669-8485

Telephone

Lfernandez@entrust1.com

Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, services, materials and/or items described hereinafter as the "goods" or the subject of this Contract, and such parts, attachments, accessories, devices, and apparatus as may be considered an integral part of the Goods or necessary for the proper use or application of the Goods, whether or not specified herein. The Goods are more specifically described as follows:

Janitorial Services

[CHECK ONE:]

_____ This contract is a "fixed price – fixed quantity" Contract for the purchase of the specified quantity at the specified price. The full quantity of the Goods shall be delivered to and received at the designated point or points of delivery no later than the date specified herein below. This date is a material term and condition of the Contract and, in connection with the delivery date, time is and shall be of the essence.

Date of Delivery

OR

 X This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer. This Contract may extend for three additional one (1) year periods upon notice of intent to renew being issued in writing by the City within forty-five (45) days prior to Contract expiration date.

DURATION: From May 15, 2020 to November 14, 2020

PAYMENT TERMS

The purchase price of the Goods shall be that contained in the Seller's bid and specifically accepted in writing by Buyer. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, and shall be itemized. A copy of the packing slip should be attached to the invoice and mailed to the City of Sherman, Finance Department, PO Box 1106, Sherman, TX 75091-1106. Payment shall not be due until the above instruments are submitted, until the Goods have been received by Buyer, and until Buyer has had sufficient opportunity to inspect and exercise its right to accept or reject. Seller shall keep the Finance Department advised of any changes in their remittance addressees. In no event shall Buyer be responsible for interest of any kind on any funds due to Seller, and no term or provision contained in any Seller's invoice shall in any way modify, vary or alter the provisions hereof.

Buyer's obligation is payable solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void and to the extent funds are not available, any delivered but unpaid for goods will be returned to Seller by Buyer.

CONTRACT TERMS AND CONDITIONS

This Contract is made and entered into between the parties hereto in accordance with and subject to the following additional terms and conditions:

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently

packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** Seller is not authorized to ship the Goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS:** The title and risk of loss of the Goods shall not pass to the Buyer until the Buyer actually receives and takes possession of the Goods at the point or points of delivery.
4. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in the bid; Seller shall pay for the transportation costs.
5. **NO PLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
6. **PLACE OF DELIVERY:** The place of delivery shall be that set forth on the purchase order or in any other written designation by Buyer. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if Buyer rejects any of the goods sold pursuant to this agreement, Buyer's only duty shall be to reasonably notify Seller of the rejection and hold the goods for the disposition of Seller, and it is agreed that under no circumstances shall Buyer be required to resell the rejected goods or incur the cost to deliver same to Seller.
9. **GRATUITIES:** The Buyer may, by written notice to the Seller, cancel this contract without liability to the Seller if it be determined by the Buyer that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of City of Sherman with view toward securing the contract or securing favorable treatment with respect to awarding or amending, or the making of any determination with respect to the performing of such a Contract. In the event this Contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by the Seller in providing such gratuities.

10. **SPECIAL TOOLS AND TEST EQUIPMENT:** If the price stated on the face hereof includes the cost of any special tooling or any special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

11. **WARRANTY – PRICE:** The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.

The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.

14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this

contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

15. **CANCELLATION:** Buyer shall have the right to cancel for default on all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which Buyer may have at law or equity. The Buyer may for any reason whatsoever terminate performance under this Contract by the Seller for convenience at any time. The Buyer shall give notice of such termination to the Seller specifying when termination becomes effective. Goods received but unopened or unused shall be made available to Seller for delivery. Buyer will, in the event of termination, remit such sums to Seller as may be due only for those Goods retained by Buyer.

16. **FORCE MAJEURE:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under the Agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as is effected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer periods and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbance, act of public enemy, orders of any kind of government of the United States or State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonably within control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirements that any Force majeure shall be remedied with all reasonable dispatch shall not require the settlements of strikes and lockouts by exceeding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

17. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. An attempted assignment or delegation of Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

18. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.

19. **WAIVER:** No claim or right arising out of a breach in contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive

statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.

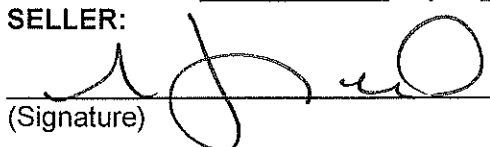
INDEMNITY AND DISCLAIMER: BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN

WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

26. **GOVERNING LAW:** The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Goods to be delivered hereunder shall be in the courts of Grayson County, Texas.
27. **SUCCESSORS AND ASSIGNS:** The Buyer and Seller bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Seller shall not assign this Contract without written consent of the Buyer.
28. **SEVERABILITY:** The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.
29. **NOTICES:** All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

EXCUTED this 27TH day of APRIL, 2020

SELLER:


(Signature)

AARON T. LIVERPOOL, PRESIDENT

(Type/Print Name and Title/Position)

11142 SHADY TRAIL

(Address)

DALLAS, TEXAS 75229

(City,State,Zip)

CITY OF SHERMAN:

By: _____

Robby Hefton,
City Manager
220 W. Mulberry
Sherman, TX 75090

ATTEST:

By: _____

Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

2020 Janitorial Cleaning Service RFP - Evaluation & Tabulation

Bid Open Date: 4/16/2020
Bid Title: Janitorial Services

	All Janitorial Professional Services, Inc.	RK Janitorial Services	CTJ Maintenance, Inc.	Dee's Cleaning Services	Encore Commercial Services, Inc.	Entrust One Facility Services, Inc.	Eve Cleaning, LLC	Unicare Building Maintenance, Inc.	Premium Cleaning Services	AHI Facility Services, Inc.
Cost Frequency										
Monthly (yearly totals)	\$ 498,036.00	\$ 361,800.00	\$ 87,033.36	\$ 187,652.64	\$ 141,240.00	\$ 131,368.56	\$ 471,660.96	\$ 301,594.32	\$ 116,930.88	\$ 124,289.40
Semi-Annually & Annually (combined)	\$ 8,120.00	\$ 9,550.00	\$ 8,176.00	\$ 9,437.20	\$ 9,730.00	\$ 27,470.00	\$ 75,465.52	\$ 21,498.72	\$ 14,057.54	\$ 12,858.44
Proposal Total	\$ 506,156.00	\$ 371,350.00	\$ 95,209.36	\$ 197,089.84	\$ 150,970.00	\$ 158,838.56	\$ 547,126.48	\$ 323,093.04	\$ 130,988.42	\$ 137,147.84

	All Janitorial Professional Services, Inc.	RK Janitorial Services	CTJ Maintenance, Inc.	Dee's Cleaning Services	Encore Commercial Services, Inc.	Entrust One Facility Services	Eve Cleaning, LLC	Unicare Building Maintenance, Inc.	Premium Cleaning Services	AHI Facility Services, Inc.
Evaluation Criteria										
Key Personnel Qualifications (10%)	8	3	7	0	0	10	3	10	0	5
Experience (20%)	19	8	18	16	14	20	8	20	3	13
References (10%)	5	1	7	9	4	10	4	4	3	8
Fee schedule/Cost of Service (30%)	3	5	30	13	27	26	2	6	9	29
Project/Service Approach (20%)	16	6	14	1	1	20	2	20	1	1
Supplies (10%)	5	0	4	0	0	10	0	10	0	0
Total Points Distributed	56.0	21.5	80.0	38.5	45.5	94.5	17.0	70.0	15.0	54.5



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 05/04/2020

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6616**

Authorizing Execution of an Agreement with Jose Eduardo Navidad Santamaria and Rosaura S. Recinos for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 2225 East Tuck Street within City of Sherman Reinvestment Zone, Number Ten (#10)

Issue:

This item is to consider property tax abatement for the construction of a new single-family residence at 2225 East Tuck Street situated within City of Sherman Reinvestment Zone, Number Ten (#10).

Background:

Several years ago, the City Council began a residential tax abatement program to encourage the redevelopment of older sections of town. This application is for the construction of a new single-family residence at this location. This lot is in the current designated zone for residential tax abatement.

Origination:

Jose Eduardo Navidad Santamaria and Rosaura S. Recinos, Owners

Financial Consideration:

A \$75.00 application fee has been received for this residential lot. If granted, the initial abatement for this property will be approximately \$363.21 annually.

Staff Recommendation:

The staff recommends approval of this abatement since it meets the requirements of the process.

Alternatives:

The City Council could decide against granting this abatement.

Attachments

Resolution No. 6616

Residential Tax Abatement Agreement

Application

Warranty Deed

Survey

Building Permit

Site Plan

Elevations

Photo

Aerial Location Map

Reinvestment Zone Map

RESOLUTION NO. 6616

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE EDUARDO NAVIDAD SANTAMARIA AND ROSAURA S. RECINOS FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 2225 EAST TUCK STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10); FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to receipt of a fully-executed agreement from Jose Eduardo Navidad Santamaria and Rosaura S. Recinos and subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an agreement with Jose Eduardo Navidad Santamaria and Rosaura S. Recinos for the abatement of ad valorem property taxes for a period of ten (10) years, for the construction of one (1) new single-family residence at 2225 East Tuck Street, lying within City of Sherman Reinvestment Zone, Number Ten (#10), in accordance with the City's policies and procedures established for this purpose.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
**BRANDON S. SHELBY,
CITY ATTORNEY**

THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

AGREEMENT

THIS AGREEMENT, entered into by and between the **CITY OF SHERMAN, TEXAS**, a home rule city and municipal corporation of the State of Texas, duly acting herein by and through its City Manager, hereinafter referred to as CITY, and **JOSE EDUARDO NAVIDAD SANTAMARIA AND ROSAURA S. RECINOS** hereinafter referred to as OWNER,

WITNESSETH:

WHEREAS, on the 18th day of April, 2016, the City Council of Sherman, Texas, passed Ordinance No. 5948 establishing a reinvestment zone for residential tax abatement, as authorized by Chapter 312 of the Texas Tax Code, as amended, hereinafter referred to as CODE; and

WHEREAS, on the 19th day of August, 2019, the City Council of Sherman, Texas adopted Ordinance No. 6241 and redesignated the Reinvestment Zone to be City of Sherman Reinvestment Zone, Number Ten (#10); and

WHEREAS, the CITY has adopted a resolution (Resolution No. 6210) stating that it elects to be eligible to participate in a residential tax abatement program; and

WHEREAS, the CITY desires to create the proper economic and social environment to induce the investment of private resources in real estate construction located in incorporated areas of the CITY; and

WHEREAS, the CITY hereby finds that it may effectively encourage and assist the creation of such an environment by participating in tax abatement pursuant to the CITY; and

WHEREAS, the CITY has created a reinvestment zone within its jurisdiction to induce the investment of private resources in real estate construction located in incorporated areas of the CITY, and OWNER has agreed to construct certain real property improvements; and

WHEREAS, OWNER is prepared to comply with the provisions of the CITY'S guidelines and criteria enacted the 18th day of April, 2016;

NOW, THEREFORE, WITNESS THIS TAX ABATEMENT AGREEMENT which provides as follows:

I.

1.01 To the extent authorized by the Texas Constitution and by the Tax Code, CITY hereby agrees to exempt from City of Sherman taxation a portion of the increase in value of taxable

real property of OWNER in the CITY over the same real property and its value as calculated by the Grayson Appraisal District for ad valorem property tax purposes in accordance with the following schedule. Such tax exemption shall be in effect for tax years beginning January 1, 2020, and continuing for tax years 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028 and 2029, with same constituting ten (10) tax years. However, nothing contained herein shall be construed to grant an abatement of taxes to be assessed based on the change of use of the property from an agricultural use to another use, sometimes referred to as rollback taxes, penalties or interest. In the event rollback taxes are applicable for the real property utilized by OWNER, then such increase in value of taxable property resulting from such rollback shall be used as the tax value for such property for the tax year 2020, sometimes referred to herein as the Base Tax Year.

SCHEDULE OF TAXES ASSESSED

<u>TAX YEAR</u>	<u>ABATEMENT</u>
2020	100%
2021	100%
2022	100%
2023	100%
2024	100%
2025	100%
2026	80%
2027	60%
2028	40%
2029	20%

II.

2.01 OWNER warrants and represents that the real property upon which OWNER has constructed or will construct improvements is qualified property within the meaning of that Act, and that such has been and will remain eligible for tax abatement under the provisions of the Property Redevelopment and Tax Abatement Act, Sections 312.001, et seq., Texas Tax Code.

2.02 To continue to qualify for tax abatement under the terms of this Agreement, OWNER hereby warrants and represents that the improvements made by OWNER on the real property described herein are for residential use.

2.03 The tax abatement granted under the terms of the Agreement shall only be implemented if appraised value of all real property and improvements located thereon owned by OWNER and lying within designated zone exceeds the base year value. The OWNER agrees that Grayson Appraisal District shall, at reasonable times upon reasonable notice, have access to the property made the subject of this Agreement, and that the above set forth inspectors shall be able to inspect the property to insure that the improvements are being made in accordance with the terms and conditions hereof and utilized in accordance with this Agreement.

III.

3.01 The term of this Agreement shall be for tax years 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028 and 2029, as indicated above in paragraph 1.01.

IV.

4.01 The kind, number and location of all proposed property improvements are set forth as follows:

Construction of one (1) new single-family residence at 2225 East Tuck Street, Sherman, Texas, and as more particularly described by the following:

ALL that certain lot, tract or parcel of land situated in the Fleming Jennings Survey, Abstract No. 638, Grayson County, Texas, and being known as that tract of land described in a Deed to Arthur Curry as recorded in Volume 1367, Page 217, Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a ½" iron rod set for corner in the North line of Tuck Street at the Southwest corner of said Arthur tract;

THENCE North 00 deg. 55 min. 07 sec, East a distance of 200.00 feet to a fence corner post found for corner at the Northwest corner of said Arthur tract;

THENCE East a distance of 50.18 feet to a fence corner post found for corner at the Northeast corner of said Arthur Tract;

THENCE South 00 deg. 55 min. 07 sec. West a distance of 200.00 feet to a ½" iron rod set for corner in the North line of said street at the Southeast corner of said Arthur tract,

THENCE West with the North line of said street, a distance of 50.18 feet to the **POINT OF BEGINNING and containing 0.23 acres of land more or less.....**

5.01 OWNER agrees that, should he fail to make improvements substantially as described or fail to perform any other term or covenant hereof, CITY shall have the right, after giving notice and opportunity to cure as hereinafter set out, to recapture all tax revenue on said property in the zone lost as a result of this Agreement for the entire term of the Agreement. Such recapture shall mean that all of such property shall be taxed at the full improved value as assessed by the Grayson Appraisal District for all years this Agreement has been in effect. The payment of such recaptured taxes minus any taxes paid by OWNER during the years this Agreement has been in force shall be due January 1 of the next following year and shall be delinquent if not paid on or prior to January 31st. Penalties and interest shall be calculated thereafter as if all taxes had become due in the same year. The CITY agrees prior to enforcement of the terms of this paragraph to give 120 days written notice to the address shown below of OWNER'S default in completing the improvements called for in this Agreement, and OWNER shall have the right to cure such default within the 120-day period.

VI.

6.01 This Agreement shall inure to the benefit of CITY and OWNER, and shall be binding upon them, their heirs, successors and assigns. It is specifically provided and agreed that the right to tax abatement shall inure to the benefit of subsequent owners so long as the term and conditions of this Agreement are in effect.

VII.

7.01 CITY agrees that this Agreement may be assigned and the improvements leased or sub-leased, without any further necessity for consent, by the OWNER to any person, firm or corporation.

VIII.

8.01 At any time before the expiration of the term hereof, this Agreement may be modified by the mutual action of the parties hereto to include other provisions that could have been included in the original agreement or to delete provisions that were not necessary to the original agreement. Such modification must be in writing and signed by all the parties hereto and made by the same procedure by which the original Agreement was approved and executed. In no event may the original Agreement be modified so as to extend the term beyond the original term of this Agreement.

IX.

9.01 This Agreement shall be construed subject to the laws of the State of Texas, and particularly to the Property Redevelopment and Tax Abatement Act, Chapter 312 of the Texas Tax Code.

9.02 All appraisal values for real property shall be made by the Grayson Appraisal District or such other entity as may succeed or replace such District.

9.03 OWNER is hereby notified that the Grayson Appraisal District may impose additional requirements which must be met in order for OWNER to realize the benefit of tax abatement and this Agreement. Contact should be made by OWNER with the District in person at 512 North Travis Street, Sherman, Texas, or by telephone at (903) 893-9673.

X.

10.01 This Agreement is subject to all provisions of all outstanding bond issues of CITY. To the extent that this Tax Abatement Agreement conflicts with any of the provisions of such bond issues, such bond issues and attendant documents thereto shall control.

XI.

11.01 This Tax Abatement Agreement is specifically subject to present laws of the State of Texas and any future laws enacted subsequent to the execution of this Agreement which may provide retroactively for a modification of Agreements of this type as a matter of law. Upon the effective date of any such law, then this Agreement shall automatically be so modified.

XII.

12.01 Notices required by this Agreement shall be mailed to the following addresses as same may be in the future changed by either party upon written notice to the other:

City of Sherman
P.O. Box 1106
Sherman, Texas 75091-1106
(903) 892-7200

Jose Eduardo Nafidad Santamaria &
Rosaura S. Recinos
1913 Jones Circle
Sherman, TX 75090
(903) 421-7286

Copy to: Grayson Appraisal District
512 North Travis Street
Sherman, Texas 75090
(903) 893-9673

This Agreement is performable in Grayson County, Texas. Witness our hands on this the _____ day of _____, 2020.

CITY:
CITY OF SHERMAN, TEXAS

OWNERS:
JOSE EDUARDO NAVIDAD
SANTAMARIA AND ROSAURA S.
RECINOS

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
JOSE EDUARDO NAVIDAD
SANTAMARIA

BY: _____
ROSAURA S. RECINOS

ATTEST:

BY: _____
LINDA ASHBY
CITY CLERK

APPROVED AS TO FORM

AND CONTENT:

BY: _____
BRANDON S. SHELBY
CITY ATTORNEY

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **JOSE EDUARDO NAVIDAD SANTAMARIA** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this ____ day of _____, 2020 A.D.

NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned authority, on this day personally appeared **ROSAURA S. RECINOS** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein express.

GIVEN UNDER MY HAND and seal of office this ____day of _____, 2020 A.D.

**NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS**

**CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT**

Property Owner:

Name: Jose Eduardo Navidad Santamaria & Rosaura S Becins

Mailing Address: 1913 Jones Circle Sherman TX 75090

Telephone Number: 903 4217286

Contact (if different than owner):

Name: _____

Mailing Address: _____

Telephone Number: _____

Property:

Physical Address: 2225 E Tuck st Sherman TX 75090

Summary Legal Description: Lot: 156970 Block: _____ Addition: _____

Full Legal Description: Include as an attachment a full legal description with metes and bounds.

Improvements:

Type of Improvements (please check one). New Construction: ☒ Remodeling: _____

Estimated Value of Improvements: 85,000

Estimated Date of Start of Construction: April 2020

Estimated Date of Completion of Project: September 2020

Description of Project: New site Built home on
Lot

Applicant(s): [Signature]

Date: 03 / 18 / 2020

[Signature]

Date: 03 / 18 / 2020

2018 - 6105



VG-286-2018-6105

**Grayson County
Wilma Bush
County Clerk**

Instrument Number: 2018 - 6105

Real Property Recordings

Recorded On: March 21, 2018 11:47 AM

Number of Pages: 5

Parties: MUNAL HAROLD DEANE IV

" Examined and Charged as Follows: "

Total Recording: \$38.00

******* THIS PAGE IS PART OF THE INSTRUMENT *******

Any provision herein which restricts the Sale, Rental or use of the described Document because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 6105
Receipt Number: 20180321000088
Recorded Date/Time: March 21, 2018 11:47 AM
User: Josh M
Station: CLERK06

Record and Return To:

HAROLD MUNAL
2601 EAST MILE 3 ROAD
PALMHURST TX 78573



STATE OF TEXAS
COUNTY OF GRAYSON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Grayson County, Texas.

Wilma Bush
County Clerk
Grayson County, TX

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 19, 2018

Grantor: Harold Deane Munal, IV

Grantor's Mailing Address: 2601 East Mile 3 Road
Palmhurst, Hidalgo County, Texas 78573

Grantee: Jose Eduardo Navidad Santamaria and Rosaura S. Recinos

Grantee's Mailing Address: 1306 N. Brents
Sherman, TX 75090

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Nine Thousand Five and No/100 Dollars (\$9,500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Brock Benson, Trustee.

Property (including any improvements):

All that certain lot, tract or parcel of land situated in the Fleming Jennings Survey, Abstract No. 638, Grayson County, Texas, and being known as that tract of land described in a Deed to Arthur Curry as recorded in Volume 1367, Page 217, Deed Records of Grayson County, Texas, and being more particularly described as follows: BEGINNING at a 1/2" iron rod set for corner in the North line of Tuck Street at the Southwest corner of said Arthur tract;
THENCE N. 00 deg. 55 min. 07 sec. E. a distance of 200.00 feet to a fence corner post found for corner at the Northwest corner of said Arthur tract;
THENCE East a distance of 50.18 feet to a fence corner post found for corner at the Northeast corner of said Arthur Tract;
THENCE S. 00 deg. 55 min. 07 sec. W. a distance of 200.00 feet to a 1/2" iron rod set for corner in the North line of said street at the Southeast corner of said Arthur tract;
THENCE West with the North line of said street, a distance of 50.18 feet to the PONT OF BEGINNING and containing 0.23 acres of land more or less.

Reservations from Conveyance:

SAVE AND EXCEPT all oil, gas and other minerals, and all geothermal energy.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly

existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; and encroachments or overlapping of improvements; and taxes for 2018 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee, Grantee's heirs, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.
Restrictions: See Exhibit A

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the property; (c) notice is given by filing this instrument in the real property record of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee and the Affected property Owners, who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, and binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this Deed shall become absolute.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is no relying on any representation, statement or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

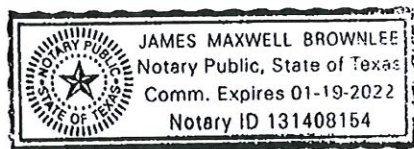
When the context requires, singular nouns and pronouns include the plural.



Harold Deane Munal, IV

STATE OF TEXAS
COUNTY OF GRAYSON

This instrument was acknowledged before me on March 20, 2018, by Harold Deane Munal, IV.





Notary Public, State of Texas

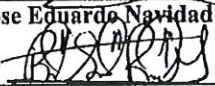
Notary's commission expires: 01-19-2022

BUYER'S ACCEPTANCE OF DEED

March 19, 2018

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.



Jose Eduardo Navidad Santamaria


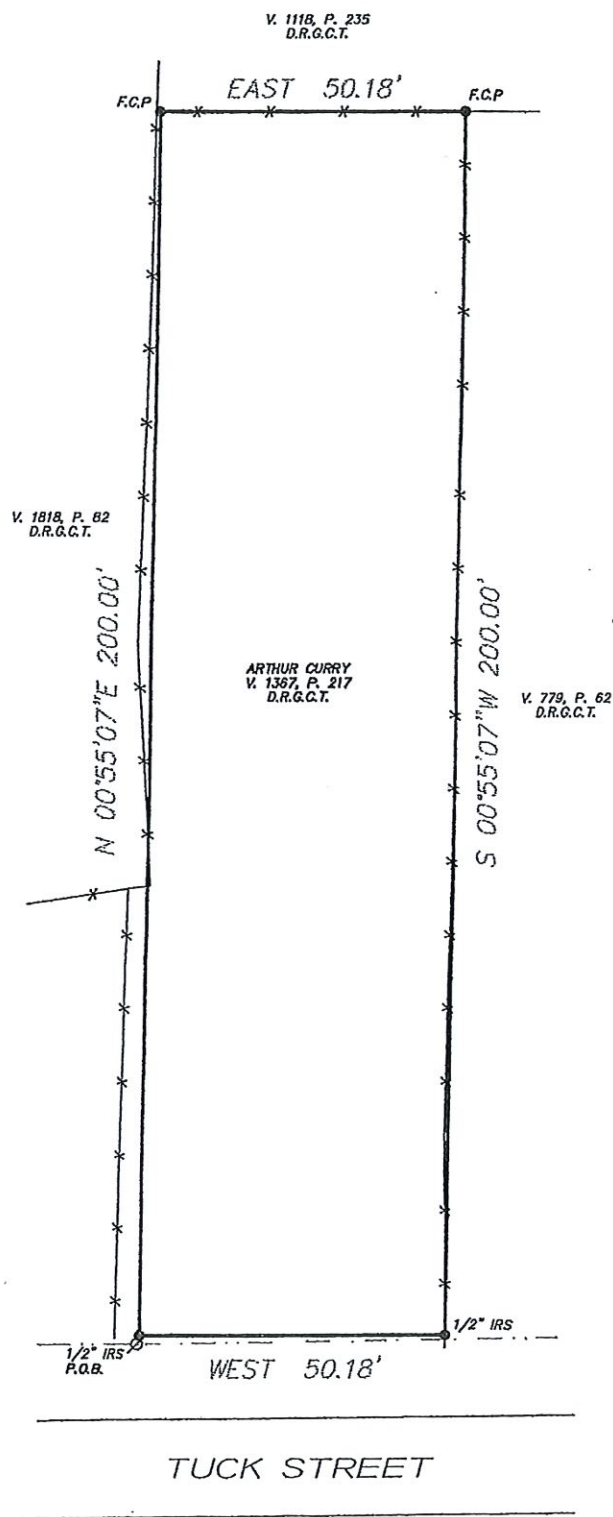
Rosaura S. Recinos

After Recording Return to:
Harold Munal
2601 East Mile 3 Road
Palmhurst, TX 78573

Exhibit "A"

1. All visible and apparent easements.
2. Subject to that portion of subject property lying within City of Sherman Road Right of Way.
3. Standby fees, taxes and assessments by any taxing authority for the year 2018 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.
4. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
5. Subdivision regulations of City of Sherman, State of Texas and/or zoning and building ordinances or government regulations of the City of Sherman.
6. Easements or claims of easements which are not recorded in the Public Records.
7. All Leases, grants exceptions or reservations of coal, lignite, oil, gas and other minerals together with all rights privileges, and immunities incident thereto, appearing in the public Records of Grayson County, Texas whether listed or not.

After Recording Return to:
Harold Munal
2601 East Mile 3 Road
Palmhurst, TX 78573



LEGEND

⊗	POWER POLE
⊙	LIGHT POLE
⊕	ANCHOR
▼	ELEC. METER
●	GAS METER
⊗	WATER METER
⊙	WATER VALVE
⊕	FIRE HYDRANT
⊗	TELEPHONE PEDESTAL
⊙	CABLE PEDESTAL
⊕	SUBSURFACE UTILITY BOX
⊗	ELECTRIC TRANSFORMER

DESCRIPTION

All that certain lot, tract or parcel of land situated in the Fleming Jennings Survey, Abstract No. 638, Grayson County, Texas, and being known as that tract of land described in a Deed to Arthur Curry as recorded in Volume 1367, Page 217 of the Deed Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod set for corner in the North line of Tuck Street at the Southwest corner of said Arthur tract;

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THENCE East a distance of 50.18 feet to a fence corner post found for corner at the Northeast corner of said Arthur tract;

THENCE S. 00 deg. 55 min. 07 sec. W. a distance of 200.00 feet to a 1/2" iron rod set for corner in the North line of said street at the Southeast corner of said Arthur tract;

THENCE West with the North line of said street, a distance of 50.18 feet to the POINT OF BEGINNING and containing 0.23 acres of land more or less.

NOTES

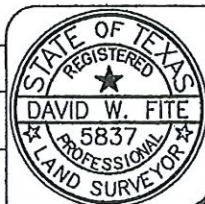
- 1) BEARING SOURCE: NORTH LINE OF SUBJECT TRACT.
- 2) Survey prepared with benefit of Title Commitment, G.F. No. LT-1925-1901251600580-AF, Effective Date OCT. 14, 2016.

I, David W. Fite, Registered Professional Land Surveyor, State of Texas, do certify that the plot hereon was made from measurements performed on the ground, the lines and dimensions of said property being indicated by the plot, the improvements are within the boundaries of the property, set back from the property lines the distances indicated and there are NO VISIBLE EASEMENTS, ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, except as shown on the plot hereon.

David W. Fite
David W. Fite, R.P.L.S. No. 5837

DAVID FITE SURVEYING

SCALE: 1" = 20'
JOB NO. DF160439
DRAWN: D.W.F.
DATE: 11-18-2016
OF NO. 1901251600580
CHECK: D.W.F.
3480 COUNTY ROAD 3307
GREENVILLE, TX 75402
PH. NO. 903-355-8178
FAX NO. 903-454-7478
E-MAIL: davidfite@bellsouth.net





CITY OF SHERMAN
New Residential Building Permit
#20-000662 | Issued on: 03/18/2020 at 3:40 PM

ADDRESS	PERMIT HOLDER
2225 E TUCK ST	MARIO TOBAR
Sherman, TX	TOBAR PROPERTIES LLC
	(903) 816-0416

INFORMATION FIELDS

Subcontractor	JOSE SANTAMARIA & ROSAURA RECINO	Square Feet	1428
		Bedrooms	3
Number of Stories	1	Bathrooms	2
Type of Construction List	Wood Frame	Number of Acres	.5
Tax Abatement	Yes	Off Street Parking	3
Water Supply	Public	Sewer Disposal	Public Sewer
Permit Certification	Yes	Heating	Electric
Former Use	NONE	Proposed Use	SINGLE FAMILY RESIDENTIAL
		Firm Name	JOSE SANTAMARIA & ROSAURA RECINO

FEE	TOTAL	PAID	DUE
Storm Water Fee	\$ 25.00	\$ 25.00	\$ 25.00
TOTALS	\$ 25.00	\$ 25.00	\$ 0.00

NOTICE

This permit becomes null and void if work or constructions authorized is not commenced within 6 months, or if construction or work is suspended or abandoned for a period of 6 months at any time after work is started.

I hereby certify that I have read and examined this document and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. Granting of a permit does not presume to give authority to violate or cancel the provision of any other state or local law regulating construction or the performance of construction.

(Signature of Contractor or Authorized Agent)

Date

(Approved By) Flood Plain Administrator

Date

(Approved By) Building & Zoning)

Date

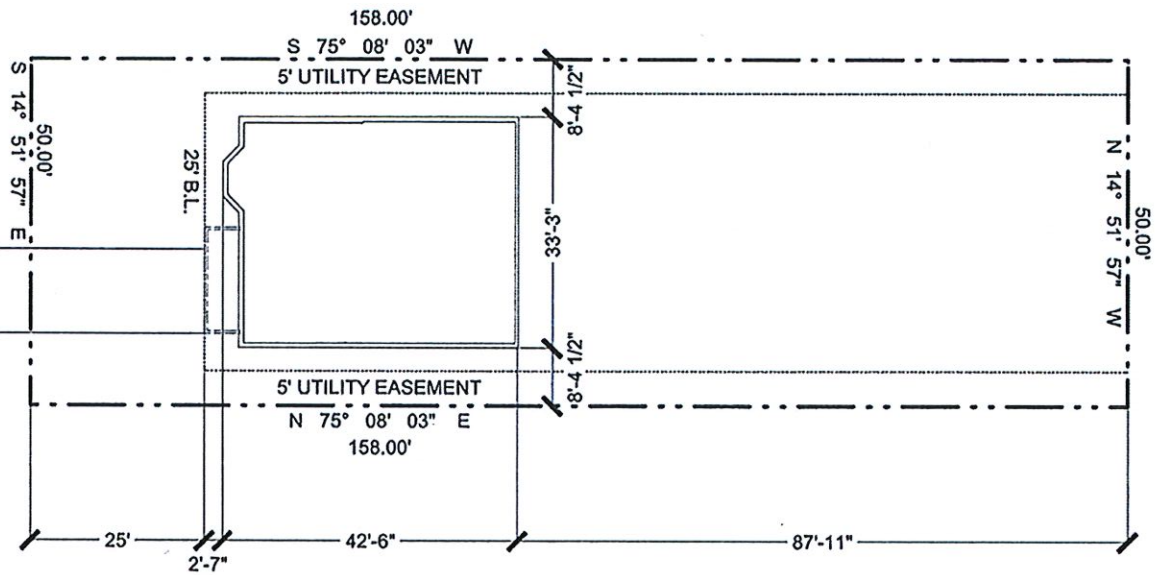
E. Tuck St.
HARRISON AVENUE

SITE PLAN

SCALE: 1/8" = 1'-0"



716 N. HARRISON AVENUE
LOT 8/BLOCK 12
COLLEGE PARK ADDITION
SHERMAN, TEXAS
GRAYSON COUNTY



REVISION	DATE	BY	DESCRIPTION

A New House For
ADAM'S CONSTRUCTION

DRAWINGS PROVIDED BY:
NBS DRAFTING AND DESIGN
303 W. J. HOUSTON
SHERMAN, TEXAS 75090
903.892.5520

DATE:

4/16/2020

SCALE:

SHEET:

A-3



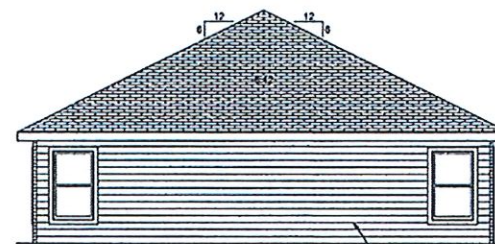
COMPOSITION ROOF

12 6

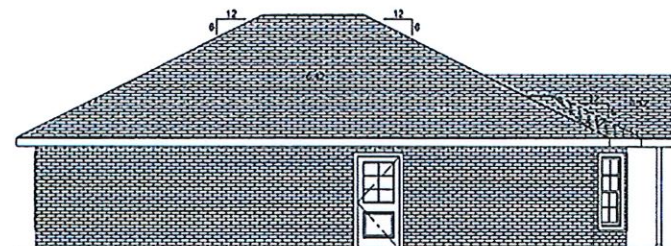
12 6

8'-0" PLASTER

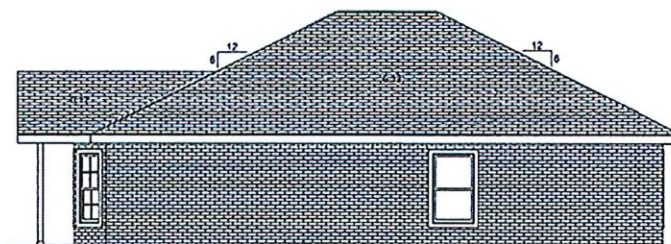
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



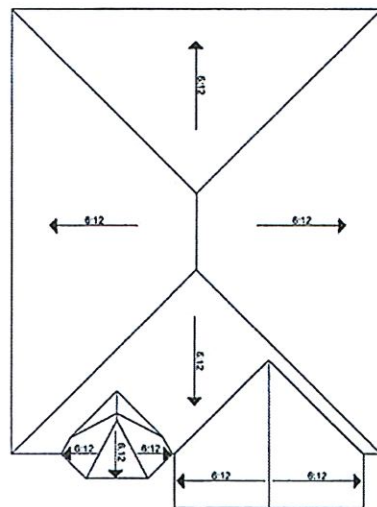
REAR ELEVATION
SCALE: 1/4" = 1'-0"



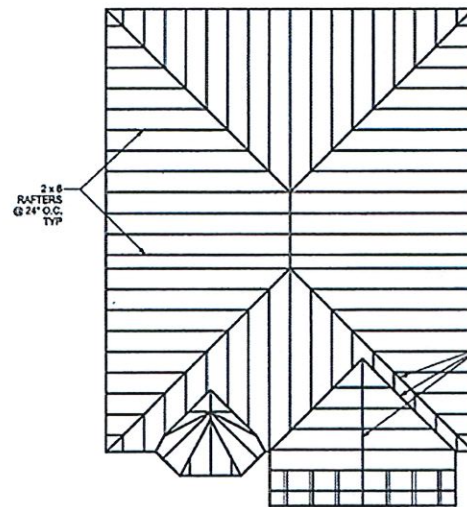
LEFT ELEVATION
SCALE: 1/4" = 1'-0"



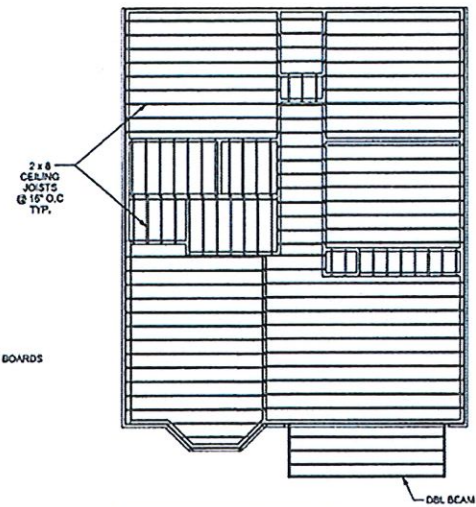
RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



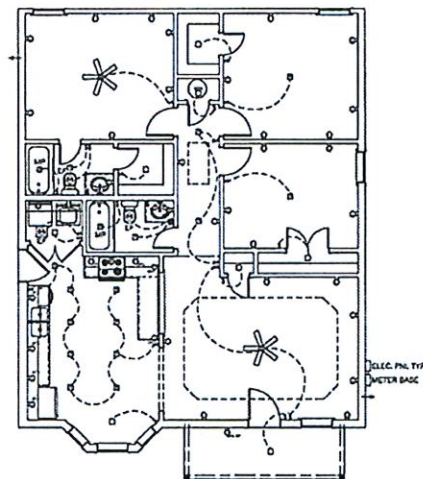
ROOF PLAN
SCALE: 3/16" = 1'-0"



ROOF FRAMING PLAN
SCALE: 3/16" = 1'-0"



CEILING FRAMING PLAN
SCALE: 3/16" = 1'-0"



ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

ELECTRICAL - DATA - AUDIO LEGEND	
SYMBOL	DESCRIPTION
	Ceiling Fan
	Ventilation Fan: Ceiling Mounted, Wall Mounted
	Ceiling Mounted Light Fixture: Surface/Pendant, Recessed, Heat Lamp, Low Voltage
	Wall Mounted Light Fixture: Flush Mounted, Wall Sconce
	Chandelier Light Fixture
	Fluorescent Light Fixture
	242V Receptacle
	110V Receptacle: Duplex, Weather Proof, GFI
	Switches: Single Pole, Weather Proof, 3-Way, 4-Way
	Switches: Dimmer, Timer
	Audio Video: Control Panel, Switch
	Speakers: Ceiling Mounted, Wall Mounted
	Wall Jacks: CAT5, CAT6, TV, TV/Cable
	Telephone Jack
	Intercom
	Thermostat
	Door Chime, Door Bell Button
	Smoke Detector: Ceiling Mounted, Wall Mounted
	Electrical Breaker Panel

REVISION	DATE	BY	DESCRIPTION

A New House For
ADAM'S CONSTRUCTION

DRAWINGS PROVIDED BY:
NBS DRAFTING AND DESIGN
303 W. HOUSTON
SHERMAN, TEXAS 75090
903.892.5620

DATE:

4/16/2020

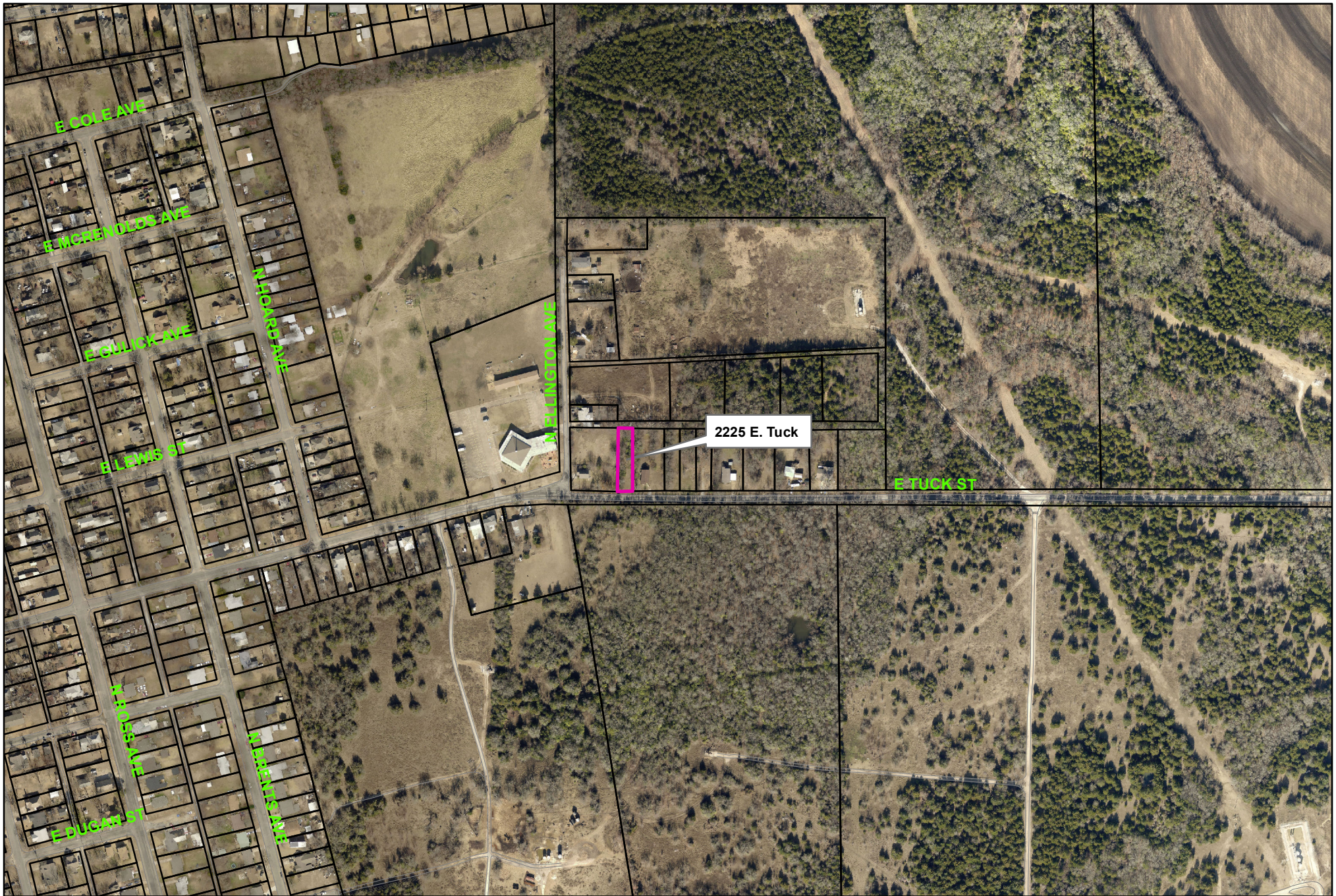
SCALE:

SHEET:

A-2

2225 East Tuck Street





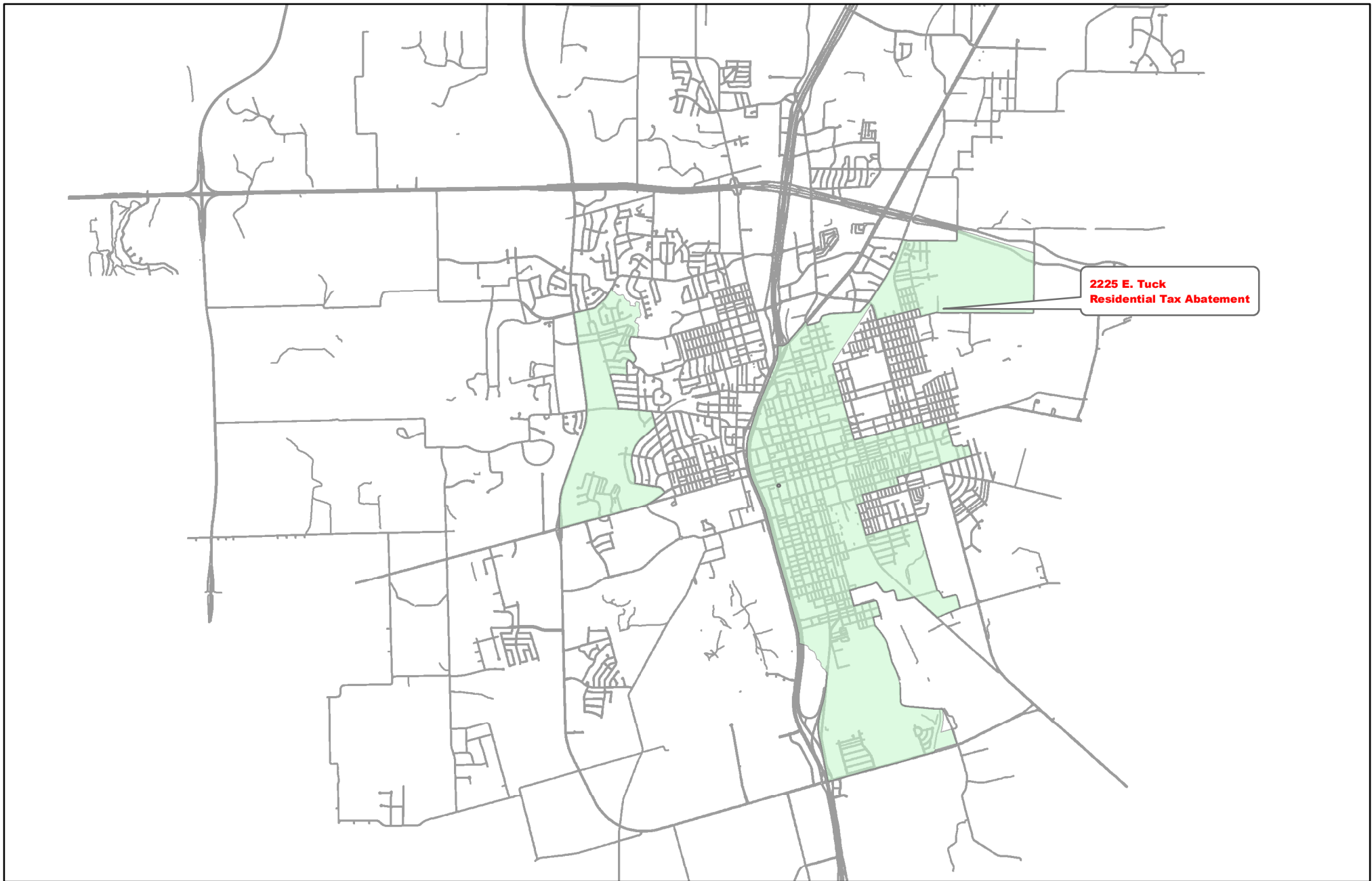
2225 East Tuck Street

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 400 ft



2225 East Tuck Street Residential Tax Abatement



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 05/04/2020

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Repair and Rework the Dorchester 9 Trinity Well under an Emergency Designation

Issue:

To allow the reworking and repair of the Dorchester 9 Trinity Well under an emergency designation

Background:

The Dorchester 9 Trinity Well has suffered a failure that has rendered the well inoperable. The well is a prime producer for the ground water supply zone and is needed to meet production demands. Due to the time involved to repair the well and the need to return the well to service as soon as possible to meet oncoming Summer demands, it is requested that the Council authorize the staff to proceed on an emergency basis to rework and repair the well.

Origination:

Engineering Department

Financial Consideration:

The City staff's estimated cost to repair the well is between \$250,000.00 and \$275,000.00. The City's Utility Fund will be utilized to fund the repairs.

Staff Recommendation:

It is recommended that the emergency repairs to the Dorchester 9 Trinity Well be approved and that the City Manager be authorized to execute any required contract documents.

Alternatives:

As may be directed by the City Council

Attachments

Request for Quotation

Aerial Location Map

Request for Quotation
CITY OF SHERMAN, TEXAS

PROJECT: DORCHESTER 9 Trinity Well Repair

DESCRIPTION OF WORK

The Owner is requesting bids for pump and well repairs. The successful bidder shall provide written reports with recommendations concerning the repair. Based on the written reports, the Owner shall decide which method of repair is most advantageous to the City.

BASE QUOTE

Bid prices must be filled in with ink, or typewritten in figures.

Item	Est. Qty	Unit	Description	Unit Price	Amount
1	1	LS	Mobilization, pull motor and pump, weld lifting lugs (if necessary), make wireline measurements. Pump is set at 1050'	\$	\$
2	1	LS	Transportation of pump and equipment to and from shop.	\$	\$
3	1	LS	Bail oil	\$	\$
4	1	LS	Camera Survey	\$	\$
5	1	LS	Shop Labor: (1) disassemble, clean, inspect pump and straighten shaft. (2) Assemble tubing/shafts and install in column pipe. Provide written report on the condition of the equipment. Any and all equipment replaced must be returned back to City of Sherman Water Treatment Plant before final payment is made.	\$	\$

TOTAL LUMP SUM _____

Item	Qty	Unit	Description	Unit Price
5	1	HR	Additional rig time for cleaning screens/rehabilitation of Well.	\$
6	1	EA	8"X5' top adjustable pipe, 8rd thread	\$
7	1	EA	3" top special oil tube	\$
8	1	EA	1 15/16" top special shaft	\$
9	1	EA	8"X5' Middle pipe with /steel spider 8rd thread	\$
10	1	EA	3"X5' Middle adjustable oil tube	\$
11	1	EA	1 15/16"X5' middle shaft	\$
12	1	EA	Oil tube tension nut for deep set	\$
13	1	EA	8' X 20' Column Pipe 8rd thread, Complete	\$
14	1	EA	3" X 5' Oil Tube, Complete	\$
15	1	EA	3" X 1-15/16" Bronze Bearing	\$
16	1	EA	1-15/16" X 20' T&C Line shaft, steel	\$
17	1	EA	8" X 3" Rubber Spider	\$
18	1	EA	23 Stage Pump 10M55-23, 550GPM@1067 TDH (or equivalent), see installation plan, pump bowl must have a minimum of 1- 1/16" lateral.	\$

19	1	EA	Weld 3, ¾" X ¾" or 1" X 1" steel lifting lugs, if necessary, to each joint of column pipe. Price is per joint of pipe and not per lug.	\$
20	****	***	Cost for special tools, rentals, outside services at cost plus basis.	%
14	1	LF	¼" Stainless-steel airline	\$
15	1	LS	Alternate, complete (with steel fabricated discharge head) 480volt submersible pump set @ 1050'.	\$
16		LS	Reset pump and motor, disinfect Well	\$

TESTING THE PUMP

Item	Est. Qty	Unit	Description	Unit Price	Amount
17		LS	Test pump (12 HRS) and perform bacteriological test. Provide written completion report, which includes: new material settings, installation plan, pumping test results, bacteriological test results and written warranty. Report must be submitted before final payment is made. <u>Airlines must operate properly or pump must be pulled back out and airlines replaced.</u>	\$	\$

The undersigned Bidder hereby proposes to do the work and to furnish all necessary superintendence, labor, machinery, equipment, tools and materials and to complete all work upon which he bids. The undersigned Bidder hereby declares that he has visited the well site and has carefully examined the proposed work and conditions of the contract. The successful Bidder agrees to commence work within ten (10) days after the date of the work order and that the number of consecutive calendar days after the date of the work order required to substantially complete the work on which he has bid is _____ days.

By:

Title:

Company:

Address:

City/State/Zip:

Date:

Signature:



Repair and Rehab
Dorchester 9T

Dorchester 9T
Dorchester 9WB

Dorchester 9T Emergency Well
Rehab and Repair

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 1.

Meeting Date: 05/04/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Sherman Higher Education Finance Corporation Board (7)

Issue:

Terms for all members on the Sherman Higher Education Finance Corporation Board expired on April 18, 2020. All of the members are eligible to be reappointed, however Rad Richardson and Paul Bean do not wish to be reappointed. Applications are on file from David Stone and Eddie Brown for service on this Board.

Background:

The Corporation is organized solely and exclusively for the purpose of issuing notes, bonds, or other obligations in aiding nonprofit institutions of higher education in providing educational facilities, housing facilities, and facilities which are incidental, subordinate, or related thereto for institutions of higher education within the Sherman City limits.

Origination:

The reappointments originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration.

Staff Recommendation:

It is the staff recommendation that the City Council reappoint Anna Laura Page, Dr. Al Hambrick, Sheryl Bradshaw, Delinda Lough, and George Rowland, and appoint David Stone and Eddie Brown to the Sherman Higher Education Finance Corporation Board.

Alternatives:

The alternative is to delay appointments to the Board.

Attachments

Roster

Fact Sheet

Applicant List

Rad Richardson Reappointment Letter

Paul Bean Reappointment Letter

Dr. Al Hambrick Reappointment Letter

Sheryl Bradshaw Reappointment Letter

Delinda Lough Reappointment Letter

George Rowland Reappointment Letter

Anna Laura Page Reappointment Letter

David Stone Application

Eddie Brown Application

MEMBERSHIP ROSTER

SHERMAN HIGHER EDUCATION FINANCE CORPORATION

LENGTH OF TERMS: TWO YEARS
Ordinance 4463 - October 17, 1995

BOARD OF DIRECTORS	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Anna Laura Page		A 5/6/2014 R 4/18/2016 R 4/18/2018	4/18/2016 4/18/2018 4/18/2020	1 2 3	
Dr. Al Hambrick		U 5/8/2007 R 4/18/2008 R 4/18/2010 R 4/18/2012 R 4/18/2014 R 4/18/2016 R 4/18/2018	4/18/2008 4/18/2010 4/18/2012 4/18/2014 4/18/2016 4/18/2018 4/18/2020	0 1 2 3 4 5 6	
Rad Richardson		10/17/95 R 10/6/97 R 10/17/99 R 10/17/2001 R 10/17/2003 R 4/18/2006 R 4/18/2008 R 4/18/2010 R 4/18/2012 R 4/18/2014 R 4/18/2016 R 4/18/2018	10/17/97 10/17/99 10/17/2001 10/17/2003 10/17/2005 4/18/2008 4/18/2010 4/18/2012 4/18/2014 4/18/2016 4/18/2018 4/18/2020	1 2 3 4 5 6 7 8 9 10 11 12	
Sheryl Bradshaw		U 12/2/2014 R 4/18/2016 R 4/18/2018	4/18/2016 4/18/2018 4/18/2020	1 2 3	
Delinda N. Lough		A 11/1/99 R 11/1/2001 R 11/1/2003 R 4/18/2006 R 4/18/2008 R 4/17/2010 R 4/18/2012 R 4/18/2014 R 4/18/2016 R 4/18/2018	11/1/2001 11/1/2003 11/1/2004 4/18/2008 4/18/2010 4/18/2012 4/18/2014 4/18/2016 4/18/2018 4/18/2020	1 2 3 4 5 6 7 8 9 10	

George Rowland		A 10/7/2008	4/18/2010	1	
		R 4/18/2010	4/18/2012	2	
		R 4/18/2012	4/18/2014	3	
		R 4/18/2014	4/18/2016	4	
		R 4/18/2016	4/18/2018	5	
		R 4/18/2018	4/18/2020	6	
Paul M. Bean		A 4/18/2012	4/18/2014	1	
		R 4/18/2014	4/18/2016	2	
		R 4/18/2016	4/18/2018	3	
		R 4/18/2018	4/18/2020	4	

INCORPORATORS	
William W. Richardson	709 North Grand Avenue Sherman, Texas 75090
Danna Bennett	P.O. Box 1112 Sherman, Texas 75091-1112
Bob Denton	120 West King Sherman, Texas 75090

Address of Corporation: 900 North Grand Avenue, Sherman, Tx 75090-4440

Registered Agent: George E. Rowland

Send Copy To:

Heidi Ellis, Vice President for Business Affairs
Austin College
900 N. Grand
Sherman, Texas 75090

Updated: 4/17/2018

CITY STAFF: City Manager

FACT SHEET

SHERMAN HIGHER EDUCATION FINANCE CORPORATION

Established by ORDINANCE 4463 – OCTOBER 17, 1995

1. Number of Members: 7-11 DIRECTORS
2. Term of Appointment: TWO YEARS
3. Consecutive Term Rule: NOT APPLICABLE
4. Qualifications for Membership: NON REQUIRED UNDER ORDINANCE
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization ARTICLES OF INCORPORATION

Directors APPOINTED BY MAYOR AND CITY COUNCIL
Incorporators APPOINTED BY MAYOR AND CITY COUCNIL

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: CALLED AS NECESSARY
9. Attendance Requirements: NONE REQUIRED UNDER ORDINANCE

=====

PURPOSE:

The Corporation is organized solely and exclusively for the purpose of aiding non profit institutions of higher education in providing educational facilities, housing facilities, and facilities which are incidental, subordinate, or related thereto or appropriate in connection therewith in accordance with and subject to he provisions of the Act, all to be done on behalf of the City and as its duly constituted authority and instrumentality.

The Corporation shall have and may exercise all powers granted under the Act, except as such powers are limited by these Articles of Incorporation or by the bylaws of the Corporation.

APPLICANT LIST

Sherman Higher Education Finance Corporation

Positions Vacant 7

Applicant	Address	District	Qualifications
Dr. Al Hambrick	1920 Timberline Ln.		Current Member; Wishes to be Reappointed
Sheryl Bradshaw	2924 Anthony Dr.		Current Member; Wishes to be Reappointed
Delinda N. Lough	622 W. Birge		Current Member; Wishes to be Reappointed
George Rowland	614 N. McKown		Current Member; Wishes to be Reappointed
Anna Laura Page	2525 Shoreline		Current Member; Wishes to be Reappointed
David Stone	1701 Skyline Dr.		Retired
Eddie Brown	2506 Creekbend Circle		Sherman Chamber of Commerce

COMMENTS:

PUBLIC RECORDS DEPARTMENT

Phone No. (903) 892-7204

Fax No. (903) 892-7394

April 2, 2020

Rad Richardson
2401 Turtle Creek
Sherman, Texas 75092



RE: Sherman Higher Education Finance Corporation

Dear Mr. Richardson:

Your term on the Sherman Higher Education Finance Corporation Board expires on April 18, 2020. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Heidi Ellis, Vice President for Business Affairs
Austin College
900 N. Grand
Sherman, Texas 75090

 I do wish to be considered for reappointment to this board

 X I do not wish to be considered for reappointment to this board

Rad Richardson

Signature

4/5/20
Date

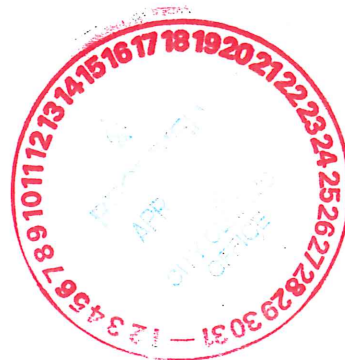
Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106

Sherman, Texas 75091-1106
PO Box 1106 Sherman, TX 75091

903-892-7206 | www.ci.sherman.tx.us

April 2, 2020

Paul Bean
2405 San Miguel
Sherman, Texas 75092



RE: Sherman Higher Education Finance Corporation

Dear Mr. Bean:

Your term on the Sherman Higher Education Finance Corporation Board expires on April 18, 2020. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Heidi Ellis, Vice President for Business Affairs
Austin College
900 N. Grand
Sherman, Texas 75090

☐ I do wish to be considered for reappointment to this board

☒ I do not wish to be considered for reappointment to this board

Paul Bean
Signature

4-8-20
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106

April 2, 2020

Dr. Al Hambrick
1920 Timberline
Sherman, Texas 75092



RE: Sherman Higher Education Finance Corporation

Dear Dr. Hambrick:

Your term on the Sherman Higher Education Finance Corporation Board expires on April 18, 2020. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
Linda Ashby
City Clerk

cc: Heidi Ellis, Vice President for Business Affairs
Austin College
900 N. Grand
Sherman, Texas 75090

☒ I do wish to be considered for reappointment to this board

☐ I do not wish to be considered for reappointment to this board

Al Hambrick
Signature

4/27/20
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

April 2, 2020

Sheryl Bradshaw
2924 Anthony Dr.
Sherman, Texas 75092



RE: Sherman Higher Education Finance Corporation

Dear Ms. Bradshaw:

Your term on the Sherman Higher Education Finance Corporation Board expires on April 18, 2020. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Heidi Ellis, Vice President for Business Affairs
Austin College
900 N. Grand
Sherman, Texas 75090

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Sheryl Bradshaw

Signature

4/6/2020

Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

April 2, 2020

Delinda Lough
622 W. Birge
Sherman, Texas 75092

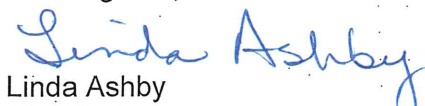


RE: Sherman Higher Education Finance Corporation

Dear Ms. Lough:

Your term on the Sherman Higher Education Finance Corporation Board expires on April 18, 2020. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

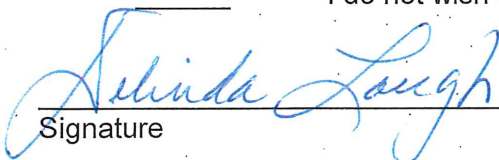

Linda Ashby
City Clerk

cc: Heidi Ellis, Vice President for Business Affairs
Austin College
900 N. Grand
Sherman, Texas 75090

☒

I do wish to be considered for reappointment to this board

I do not wish to be considered for reappointment to this board


Signature

4/6/2020
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106

April 2, 2020

George Rowland
614 N. McKown
Sherman, Texas 75092



RE: Sherman Higher Education Finance Corporation

Dear Mr. Rowland:

Your term on the Sherman Higher Education Finance Corporation Board expires on April 18, 2020. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby

Linda Ashby
City Clerk

cc: Heidi Ellis, Vice President for Business Affairs
Austin College
900 N. Grand
Sherman, Texas 75090

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Signature

Heidi Ellis

Date

4-5-20

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106

Sherman, Texas 75091-1106

www.ci.sherman.tx.us

PUBLIC RECORDS DEPARTMENT
Phone No. (903) 892-7204
Fax No. (903) 892-7394

April 2, 2020

Anna Laura Page
2525 Shoreline
Sherman, Texas 75092



RE: Sherman Higher Education Finance Corporation

Dear Ms. Page:

Your term on the Sherman Higher Education Finance Corporation Board expires on April 18, 2020. You are eligible for reappointment to the Board. Please let me know whether or not you are interested in reappointment to this board by checking the appropriate statement at the bottom of this letter and returning a copy to me at the address below. If you have any questions or need additional information, please don't hesitate to contact me.

Best regards,

Linda Ashby
City Clerk

cc: Heidi Ellis, Vice President for Business Affairs
Austin College
900 N. Grand
Sherman, Texas 75090

☒

I do wish to be considered for reappointment to this board

☐

I do not wish to be considered for reappointment to this board

Signature

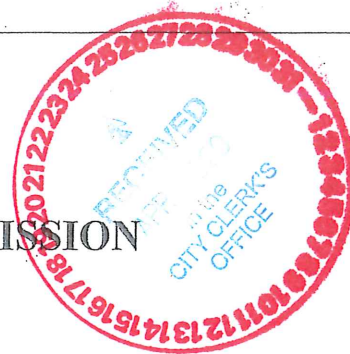
04-04-2020
Date

Please return to: City of Sherman
City Clerk's Office
P.O. Box 1106



CITY OF SHERMAN

APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: DAVID GRAHAM STONE - DAVID G. STONE

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board

or Commission: SHERMAN HIGHER EDUCATION FINANCE CORPORATION

☐ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>1701 SKYLINE DRIVE</u>	Business Name: <u>N/A</u>
Mailing Address: <u>SHERMAN, TX 75092-3140</u>	Occupation: <u>LIFE-LONG LEARNER</u>
Telephone: <u>903-814-0095</u> Fax: <u>N/A</u>	Address: _____
E-Mail: <u>d.stone20@verizon.net</u>	Telephone: _____ Fax: _____
Sherman Resident for <u>46</u> years County: <u>46 YEARS</u>	E-Mail: _____
Drivers License No.: <u>00908165</u>	
Voter Registration No.: <u>1025558434</u> ✓	

Which Council District do you live in? (see attached map) 409 District 1 ✓

Prior work experience: (please include dates)

ECONOMIC PLANNER 1975-1977
STOCK BROKER, FINANCIAL ADVISOR, WEALTH MANAGEMENT SPECIALIST
1977-2018

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1966

Business College, Correspondence School, Adult Education, Other? _____

Name of College/University: AUSTIN COLLEGE ☒ Bachelor's ☐ Master's ☐ PhD
CLASS OF 1975

Volunteer Work: (please include dates)

SHERMAN NOON LIONS CLUBS 1977-PRESENT

SHERMAN SYMPHONY ORCHESTRA - 2013-PRESENT

HOME HDSPICE OF GRAYSON COUNTY INC 2006-PRESENT

MEAL ON WHEELS 2015-PRESENT

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - None

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

With my business education and real life financial/investment experience of 41 years, I feel I will be able to make a positive contribution to financing higher education in Sherman.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

1) Fiscal Responsibility and objective stewardship.

2) Eliminating Duplicate Services and providing complementary services

3) Staying focused on the benefit to students without regard for who gets the credit.

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

Professional and Every Day Life Experiences

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

None, lived in Sherman 46 years I obviously have many friendships with people with decision making responsibility at higher education institutions in the area. Beyond that NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No
Comments: _____

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: David H. Stone

Date: April 21, 2020

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



CITY OF SHERMAN APPLICATION FOR BOARD OR COMMISSION MEMBERSHIP



Return completed application to:

City Clerk's Office
220 W. Mulberry
P.O. Box 1106
Sherman, TX 75091
Fax: (903) 892-7394

Please type or use black ink
Please complete one application for each board or commission membership
Please limit attachments to two pages
For questions or additional information, call the City Clerk's Office, (903) 892-7206

Name: CLANTON (EVAIE) BROWN

(Please print legal name and your name as you wish it to appear, if different.)

Name of Board
or Commission: SHERMAN HIGHER EDUCATION FINANCE CORP. 2000

☒ Yes, I would be interested in serving on subcommittees that may be formed.

Personal Information	Occupational Information
Home Address: <u>2506 CREEKSTONE CL</u>	Business Name: <u>SHERMAN CHAMBER</u>
Mailing Address: _____	Occupation: <u>PRES/CEO</u>
Telephone: <u>903 821-3238</u>	Address: <u>307 W. WASHINGTON ST.</u>
E-Mail: <u>EBROWN@CABLEONE.NET</u>	Telephone: <u>903 893-1184</u> Fax: _____
Sherman Resident for <u>30</u> years County: <u>30</u>	E-Mail: <u>EBROWN@SHERMANCHAMBER.ORG</u>
Drivers License No.: <u>05240 291</u>	
Voter Registration No.: <u>1024983534</u> ✓	

Which Council District do you live in? (see attached map) District 1

Prior work experience: (please include dates)
COCK-COLA 1970-2010

Educational Achievement:

High School Graduate? ☒ Yes ☐ No Year Graduated/Left School? 1968
Business College, Correspondence School, Adult Education, Other? _____
Name of College/University: EAST TEXAS STATE ☐ Bachelor's ☐ Master's ☐ PhD

Volunteer Work: (please include dates)

SHERMAN BOYS & GIRLS CLUB
SHERMAN EDUCATIONAL FOUNDATION
C-S FOUNDATION - COCK-COLA

Have you ever been convicted of a crime (except for minor traffic offenses that resulted only in a fine)? ☐ Yes ☒ No

If yes, please explain in complete detail. State the nature and approximate date of the conviction, the sentence imposed, whether the sentence has been completed, and any other information you consider to be relevant.

Application held for 12 months from date received

Taxes - None

Are you presently serving on a City board or commission? ☐ Yes ☒ No

If so, which one? _____

Why do you want to become a member of this particular board or commission (how would you use this experience to benefit the City)?

I HAVE BEEN ASKED TO SERVE BY AUSTIN COLLEGE PRESIDENT STEPHEN O'DAY. I FEEL I CAN BE HELPFUL WITH THIS BOARD AND OUR COMMUNITY.

Briefly explain what you believe are the three most important issues facing this board or commission and how you believe this board or commission should address each issue?

- 1) GROWTH WITHIN OUR CITY AND SCHOOLS
MAKING GOOD FINANCIAL PLANS FOR THE GROWTH IN EDUCATION THAT MEET THE NEEDS AND ARE WELL THOUGHT OUT
- 2) LEADERSHIP IN LOCAL HIGHER EDUCATION
MAKING SURE CITY AND EDUCATIONAL FACILITIES COORDINATE PLANS FOR OUR FUTURE SUPPORTING OUR LEADERS THROUGH PLANNING AND FINANCIAL REVIEW
- 3) QUALITY OF LIFE
HELPING MAKE DECISIONS AND PROVIDING INPUT TO HELP OUR EDUCATIONAL FACILITIES IN SHERMAN BE THE BEST POSSIBLE

List any abilities, skills, licenses, certificates, specialized training, or interests you have which are applicable to this board or commission:

COMMUNICATION (WRITTEN AND SPEAK) SPEAKING LEADERSHIP, MANAGEMENT, FINANCIAL OVERSIGHT

Please specify any business or personal relationships with the City or other activities, which might create a serious conflict of interest or affect your ability to serve if you should be appointed to this board or commission:

NONE

Have you attended a meeting of the board/commission you are applying to or talked to anyone currently on the board? ☐ Yes ☒ No

Comments: I AM LOOKING FORWARD TO SERVE

Statement of Intent

I am aware of the requirements of the City regarding conflicts of interest of appointees to the City of Sherman Boards and Commissions, as noted in the overview. I am aware of meeting dates and times of the Board/Commission for which I have applied, and that Board/Commission members are expected to attend a minimum of 75 percent of regularly scheduled meetings annually of their Board/Commission. If appointed, I agree to serve on the Board/Commission for which I have applied. Applications, including those received after the posted deadline, will remain on file for one year from the date of receipt.

Signature: _____

Erin Bue

Date: _____

4/29/20

In compliance with Chapter 552, Vernon's Texas Codes Annotated (Open Records Law), information provided on this application may be available to the public, upon request.

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

G. 2.

Meeting Date: 05/04/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

(a) Capital Improvements Advisory Committee (1)

Issue:

The Capital Improvements Advisory Committee ("CIAC") is comprised of the Planning and Zoning Commission and one representative from the City of Sherman's extra territorial jurisdiction (ETJ). We have received applications from David Baca AIA of David Baca Studios and from Daniel Worrell of Young Enterprises, both representatives of the ETJ.

Background:

At the February 12, 2020 meeting, the City Council approved Resolution No. 6592 and a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Impact Fee Studies, as authorized by Chapter 395 of the Texas Local Government Code.

At the April 20th meeting, the City Council created the CIAC and appointed the entire Planning and Zoning Commission. They also need to appoint one representative from the ETJ to serve on the committee.

The Committee is charged with reviewing land use assumptions and capital improvement programs as they relate to the 2020 Impact Fee Study. The current schedule is for the CIAC to present their written comments to the Council prior to July 13, 2020, and to perform their review of the 2020 Impact Fee Study beginning August 3, 2020, and then submit their written comments to Council prior to August 31, 2020. This timeline could be changed based on the ability of the CIAC, P&Z, and Council to meet in person.

Origination:

City Manager

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is the staff recommendation that the City Council appoint either David Baca or Daniel Worrell as the ETJ representative to the Capital Improvements Advisory Committee.

Alternatives:

No alternatives are recommended.

Attachments

Resolution No. 6611 approved at the April 20, 2020 City Council Meeting
Membership Roster

RESOLUTION NO. 6611

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CREATING A CAPITAL IMPROVEMENTS ADVISORY COMMITTEE; PROVIDING FOR ITS MEMBERSHIP; ESTABLISHING AND ADOPTING PROCEDURAL RULES FOR AND DUTIES ASSOCIATED THEREFORE IN ACCORDANCE WITH CHAPTER 395 OF THE TEXAS LOCAL GOVERNMENT CODE REGARDING IMPACT FEES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, Chapter 395 of the Texas Local Government Code ("Impact Fee Statute") authorizes political subdivisions, including the City of Sherman, Texas ("City"), to enact impact fees on land within their corporate boundaries or extraterritorial jurisdiction to finance capital improvements associated with new development; and

WHEREAS, the Impact Fee Statute prescribes a process and methodology by which the City must conduct public hearings concerning the consideration and approval of the Land Use Assumptions ("LUA") and Capital Improvement Plan ("CIP"), the adoption of the impact fees, and the ongoing six-month review and reporting requirements associated with the impact fees once adopted; and

WHEREAS, the Impact Fee Statute also requires the City Council to adopt procedural rules for the Capital Improvements Advisory Committee to follow in the execution of its duties; and

WHEREAS, the City Council deems it to be in the public's interest to create the Capital Improvements Advisory Committee in conjunction with the City's consideration of impact fees to finance capital improvements associated with new development in the City and in the City's extraterritorial jurisdiction;

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

SECTION 1. Capital Improvements Advisory Committee. That the City Council hereby establishes the Capital Improvements Advisory Committee as follows:

- a. **Establishment.** The City of Sherman's Capital Improvements Advisory Committee ("CIAC") is an advisory board whose purpose shall be to advise and make recommendations to the City Council regarding land use assumptions, capital improvements plan, and adoption of impact fees.
- b. **Membership, Compliance and Appointment.**
 - i. The City Council appoints the Planning and Zoning Commission to act as the CIAC.

- ii. The City Council will appoint an additional member to represent the City's extraterritorial jurisdiction.
 - iii. The CIAC will have a minimum of one representative from the real estate, development or building industry, which may be an existing Planning and Zoning Commission Member.
- c. Committee Functions and Duties.
- i. The CIAC shall serve in an advisory capacity; and shall advise and assist the City in adopting the land use assumptions, adopting the capital improvements plan, and considering the adoption of the impact fees.
 - ii. The CIAC shall file written comments at least five (5) business days prior to the public hearings.
 - iii. The CIAC will monitor and evaluate the implementation of the impact fee program, file semi-annual reports with respect to the progress of the impact fee program to the City Council, and shall advise the City Council of the need to update or revise the land use assumptions, capital improvements plan, or impact fees.
- d. Committee Organization.
- i. The CIAC shall appoint a Chair and Vice-Chair where the Chair shall preside over all meetings of the CIAC and, in absence of the Chair, the Vice-Chair shall preside.
 - ii. The CIAC conducts business only when a quorum is present. A quorum is defined as a majority of the voting membership.
 - iii. The CIAC shall meet at sufficient intervals so as to fulfill its functions and duties and a minimum of twice a year to file semi-annual reports.

SECTION 2. That it is hereby officially found and determined that the meetings at which this resolution was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

PASSED AND APPROVED on this the 20th day of April, 2020.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: Linda Ashby
LINDA ASHBY, CITY CLERK

BY: DR
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: BS
BRANDON S. SHELBY,
CITY ATTORNEY

RESOLUTION NO. 6592

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR IMPACT FEE STUDIES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

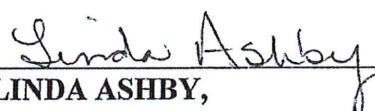
SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Impact Fee Studies as authorized by Chapter 395 of the Texas Local Government Code, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the 12th day of February, 2020.

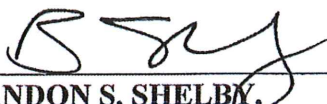
CITY OF SHERMAN, TEXAS

ATTEST:

BY: 
LINDA ASHBY,
CITY CLERK

BY: 
DAVID PLYLER,
MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: 
BRANDON S. SHELBY,
CITY ATTORNEY

**STANDARD AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 12th day of February 2020, by and between the CITY OF SHERMAN, TEXAS ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant").

NAME OF PROJECT: IMPACT FEE STUDIES ("the Project").

The Client and the Consultant agree as follows:

(1) Scope of Services and Additional Services. The Consultant will perform only the services specifically described in Exhibit A, which is made a part of this Agreement ("the Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as the Client's representative. Such person shall have complete authority to transmit instructions, receive information, make and interpret the Client's and decisions.

(b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.

(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all of which the Consultant may rely upon.

(d) Arrange for access to the project site and other property as required for the Consultant to perform services.

(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.

(f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

(g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client may require.

(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

(3) Period of Services. This Agreement assumes conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work after receipt of a fully executed copy of this Agreement. The times for performance shall be extended as necessary for periods of delay or suspension resulting from circumstances the Consultant does not control. If such delay or suspension extends for more than six months for reasons beyond the Consultant's control, the rates of compensation provided for in this Agreement shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be as stated herein, unless otherwise provided in Exhibit A. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(b) If the Consultant's compensation is on an hourly basis, the parties may have estimated in Exhibit A costs and expenses for the various portions of the scope of Services.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per year beginning on the 25th day.. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

(d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.

(6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(7) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall

employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services performed to the effective date of termination, and all expenses subject to reimbursement.

(9) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION 10 IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION 10 SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

(11) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained

(13) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

The parties have made and executed this Agreement as of the day and year first above written.

CITY OF SHERMAN, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY: _____

ITS: City Manager

ITS: Vice President

ATTEST: _____

ATTEST: _____

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Federal ID Number					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated to Owner

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners

EXHIBIT A
SCOPE OF SERVICE
IMPACT FEE STUDIES
CITY OF SHERMAN

PROJECT DESCRIPTION

The City of Sherman (City) is contracting with Kimley-Horn and Associates, Inc. (Consultant) to provide professional engineering services for the completion of impact fee studies per the Texas Local Government Code Chapter 395. The Consultant understands the goal of this project is to evaluate the development and implementation of Roadway, Water and Wastewater Impact Fee for the City. This scope of services will provide the City with the technical analysis required by Chapter 395 of the Texas Local Government Code to determine the maximum assessable Roadway, Water and Wastewater impact fee that may be assessed. The Consultant will assist the City with the establishment of a Capital Improvements Advisory Committee (CIAC). To conduct the land use assumptions analysis, the Consultant will utilize the demographics developed from previous planning efforts such as the 2018 Grayson County Thoroughfare Plan. To create the Roadway, Water, and Wastewater Impact Fee Capital Improvements Plan (CIP), the Consultant will utilize the most recent Master Plans. The Consultant will assist the City with the development of an Impact Fee Ordinance, assist with public hearings, and other infrastructure policy recommendations.

This project is anticipated to include the following components:

1. Project Initiation, Education and Management
2. Land Use Assumptions
3. Roadway Impact Fee
4. Water Impact Fee
5. Wastewater Impact Fee
6. Adoption Process
7. Administration Tools and Implementation Support

1. Project Initiation, Education and Management

- 1.1 Project Kick-Off Meeting and Impact Fee 101. The Consultant will meet with the City for a formal kick-off meeting. During this meeting, the scope and City contacts will be determined for each task. The Consultant will present an Impact Fee 101 to City staff during this meeting.
- 1.2 Project Team Status Meetings and Coordination. The Consultant will participate in reoccurring meetings with City staff. These meetings will be held on specific days and times as agreed by the City. A maximum of two (2) hours will be anticipated for each meeting. These may be either in-person or conference calls. The Consultant will prepare notes from each meeting. A maximum of eight (8) meetings will be held with a maximum of three (3) in-person.

- 1.3 Project Status Reports and Invoicing. The Consultant will prepare and submit monthly status reports regarding project schedule and critical tasks. The Consultant will prepare monthly invoices.
- 1.4 Service Areas. The Consultant will meet with the City to develop the impact fee service area boundaries. For Roadway, the Consultant will develop up to three options to be consistent with the existing City limits consistent and the six (6) mile limit required by Chapter 395. The Consultant anticipates approximately five (5) service areas will be required for Roadway Impact Fees and one (1) service area for both Water and Wastewater Impact Fees.
- 1.5 Project Education. The Consultant will prepare for and attend the following meetings:
 - Two workshops to present fundamentals of Roadway, Water and Wastewater Impact Fees, a summary of Impact Fee methodology, Land Use Assumptions, and the CIP and Maximum Assessable Impact Fees
 - 1.5.1 One (1) stakeholder project education meeting
 - 1.5.2 One (1) joint Council and CIAC education meeting

2. Land Use Assumptions

- 2.1. Data Collection. Data provided by the City for new development activity that has occurred during the last ten years. Data to be provided by the City include residential (added single and multi-family dwelling units) and square footage (or acreage) of developed non-residential uses within the city and water/wastewater planning areas. Data will be by City of Sherman planning areas to facilitate both the roadway and water/wastewater service area analyses. The provision of electronic data (GIS Shapefile) is envisioned. The Consultant will coordinate with the City on specific data needs.
- 2.2. Existing Land Use. The Consultant will utilize data collected from Task 2.1 to document existing growth rates, trends and socio-demographics as well as provide the development of base projections. The Consultant will provide supporting documentation for land use, population and employment data by planning areas and service areas for the base year
- 2.3. 10-Year Land Use. Chapter 395 states that impact fees may only be used to pay for items included in the Impact Fee Capital Improvements Plan and attributable to new service units projected over a period not to exceed ten (10) years. Based on guidance from the City regarding projected development patterns and growth rates, the Consultant will develop the Ten-Year Land Use Assumptions for the 2020 – 2030 planning window. The Consultant will complete the demographic table for each service area.
- 2.4. Documentation. The Consultant will prepare a Chapter entitled Land Use Assumptions for Impact Fees. This will be incorporated into the final report.
- 2.5. Meetings. The Consultant will discuss the land use assumptions during one of the reoccurring project team status meetings. It is anticipated to be one of the meetings.

- 2.6. Deliverables. The Land Use Assumptions (LUA) will be standalone report that will ultimately be incorporated into the final Impact Fee Study report. Key elements of the LUA report include:
- Coordination and correlation of LUA with service areas for roads, water and wastewater
 - Documentation of existing growth rates, trends and socio-demographics
 - Development of base, 10-year and ultimate or build-out projections
 - Land use, population and employment assumptions for the projection periods
 - Supporting documentation population and employment data by planning areas and service areas for the base year and 10-year growth

3. Roadway Impact Fee Study

- 3.1. Data Collection. The Consultant will coordinate with the City to obtain the following data:

- 3.1.1 City contacts – City shall provide the organization structure and contact information for the applicable City staff involved with the completion of the roadway capacity analysis and Roadway Impact Fee Capital Improvement Plans (CIP).
- 3.1.2 Thoroughfare Plan – The Consultant will utilize the thoroughfare plan as is currently adopted. Any analysis related to updating the City's currently adopted Thoroughfare Plan will be considered additional services.
- 3.1.3 Traffic Counts – The City shall provide any available data (current and historical) for all roadway segments on the current Thoroughfare Plan. The Consultant will obtain recently completed traffic counts for state highway facilities from TxDOT. If additional counts are necessary the Consultant will collect up to 20 additional tube counts.
- 3.1.4 Historical Project Costing Information – The City shall provide the Consultant with available data on the actual City costs for previously completed arterial roadway improvement projects to assist in the development of planning level project costs.

- 3.2. Master Plan Review. The Consultant will review the currently adopted roadway Master Thoroughfare Plan (MTP) to verify if modifications are needed prior to formulating the Roadway Impact Fee Capital Improvement Plan. Modification will be provided with the recommendations from City staff. City staff will perform the necessary tasks to have the revised MTP adopted by City Council (if necessary). As part of this task the Consultant will field verify the existing inventory of the City's roadway network.

- 3.3. Ten-Year Growth Projections and Capacity Analysis.

- 3.3.1 The Consultant will identify the service units for new development and the average trip length. Using the 10th Edition of the Institute of Transportation Consultant's (ITE) Trip Generation Manual, the Consultant will incorporate trip generation and pass-by trip rates.

- 3.3.2 The Consultant will perform an analysis of existing conditions. This will include a determination of roadway capacities, volumes, vehicle-miles of supply, vehicle-miles of demand, existing excess capacity, and existing deficiencies.
- 3.3.3 The Consultant will project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth and new demand for each service area established in Task 2. The Consultant will determine the capacity available for new growth.
- 3.4. Roadway Impact Fee Capital Improvements Plan. The Consultant will assist the City to develop a Roadway Impact Fee Capital Improvements Plan which will include cost projections for anticipated projects to be included in the study. The Roadway Impact Fee Capital Improvements Plan will include existing oversized facilities and proposed facilities designed to serve future development. The Roadway Impact Fee Capital Improvements Plan shall include a general description of the project and a project cost projection. Planning level cost projections for future projects will be prepared based on discussion with local roadway construction contractors, City staff, and previous experience with roadway construction costs. The City shall provide actual City cost information for previously completed projects with excess capacity and any cost contribution to County, State, Federal, or developer constructed projects. Due to the variety of unknowns associated with roadway project costs projections (ROW acquisition, utility relocations, etc.), the planning level project cost projections utilized in the roadway impact fee analysis should not be used for any future capital improvement planning within the City. The Consultant will identify the portion of projected improvements required to serve existing demand and the portion of project improvements required to serve new development within the 10-year planning period.
- 3.5. Maximum Assessable Roadway Impact Fee Calculation. Using the newly developed ten-year growth projections, roadway impact fee capital improvements plan, and capacity available for new growth, the Consultant will determine the cost of roadway improvements by service area, the maximum costs per service unit, and the resulting pre-credit maximum assessable roadway impact fees by service area. A financial analysis for the credit calculation will not be performed. 50% of the pre-credit maximum assessable roadway impact fee calculated in Task 3.4 will be utilized to determine the maximum assessable roadway impact fee.
- 3.6. Documentation. The Consultant will provide both a draft and final Roadway Impact Fee Report. The report will include:
- Land Use Assumptions;
 - Roadway service areas;
 - Roadway CIP;
 - Narrative of the impact fee methodology;
 - Impact fee calculations;
 - Land Use Vehicle-Mile Equivalency Table; and
 - Supporting Exhibits.

3.7. Meetings. The Consultant will discuss the roadway impact fees during the reoccurring project team status meetings.

3.8. Deliverables.

- 3.8.1 Electronic (.pdf) copy of the Draft Roadway Impact Fee Report;
- 3.8.2 Five (5) 8.5" x 11" hard copies of the Draft Roadway Impact Fee Report; and
- 3.8.3 Upon final approval of the Roadway Impact Fee Analysis and new ordinance by the City Council, the Consultant will provide five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Roadway Impact Fee Report

4. Water Impact Fee Study

4.1. Data Collection for City and Wholesale Customers. The Consultant will coordinate with the City on obtaining data required for the impact fee study, including cost data for recently constructed projects, information on water meters, recent water usage, etc. The Consultant will prepare and present a data request memorandum for City staff. Information for wholesale customers served by Sherman will also be required.

4.2. Master Plan Review. The Consultant will review the current Water Distribution System Master Plan (if available) to verify if modifications are needed prior to formulating the Water Impact Fee Capital Improvement Plan. Modification will be provided with the recommendations from City staff. City staff will perform the necessary tasks to have the revised Water Distribution System Master Plan adopted by City Council (if necessary). The review of the Master Plan is anticipated to be a half-day workshop and map will be developed for the use of impact fees. No water system hydraulic model will be developed for the study.

4.3. Ten-Year Growth Projections and Capacity Analysis. The Consultant will develop projected water demands over the 10-year planning period which will be based on socio-demographic data developed in the LUAs report. The determination of 10-year water demands and will be based on LUAs and recent historical water usage for average, and maximum day conditions. The Consultant will utilize data from the recent Master Plan in addition to the newly requested data. The Consultant will utilize equivalent capacity of water meters to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year growth conditions.

4.4. Water Impact Fee Capital Improvements Plan. The Consultant will review recently completed (over the last 5 years) water improvements and determine which projects are eligible for future cost recovery based on future growth. The Consultant will update the cost of proposed water system improvements to be included in the impact fee calculation. Maps will be prepared showing the existing and proposed water capital improvements plan projects to be included in the impact fee calculation.

4.5. Maximum Assessable Water Impact Fee Calculation. The Consultant will utilize the capacity analysis and capital project costs to calculate percentage of project cost eligible for impact fee cost recovery. The Consultant will develop maximum allowable water impact fees in accordance with Chapter 395 of the Texas Local Government Code using existing and proposed capital improvement costs to support 10-year growth based on projected increase in service units.

4.6. Documentation. The Consultant will provide both a draft and final Water Impact Fee Report. The report will include:

- Land Use Assumptions;
- Water service area;
- Water Impact Fee Eligible CIP;
- Narrative of the impact fee methodology;
- Impact fee calculations;
- Service Unit Equivalency Table; and
- Supporting Exhibits.

4.7. Meetings. The Consultant will discuss the water impact fees during the reoccurring project team status meetings.

4.8. Deliverables.

- 4.8.1 Electronic (.pdf) copy of the Draft Water Impact Fee Report;
- 4.8.2 Five (5) 8.5" x 11" hard copies of the Draft Water Impact Fee Report; and
- 4.8.3 Upon final approval of the Water Impact Fee Analysis and new ordinance by the City Council, the Consultant will provide five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Water Impact Fee Report

5. Wastewater Impact Fee Study

5.1. Data Collection for City and Wholesale Customers. The Consultant will coordinate with the City on obtaining data required for the impact fee study, including cost data for recently constructed projects, information on wastewater meters, recent wastewater discharge, etc. The Consultant will prepare and present a data request memorandum for City staff. Information for wholesale customers served by Sherman will also be required.

5.2. Master Plan Review. The Consultant will review the current Wastewater Master Plan (if available) to verify if modifications are needed prior to formulating the Wastewater Impact Fee Capital Improvement Plan. Modification will be provided with the recommendations from City staff. City staff will perform the necessary tasks to have the revised Wastewater Collection System Master Plan adopted by City Council (if necessary). The review of the Master Plan is anticipated to be a half-day workshop and map will be developed for the use of impact fees. No wastewater system hydraulic model will be developed for the study.

- 5.3. Ten-Year Growth Projections and Capacity Analysis. The Consultant will develop projected wastewater discharges over the 10-year planning period which will be based on socio-demographic data developed in the LUAs report. The determination of 10-year wastewater discharge and will be based on LUAs and recent historical wastewater discharge for average and peak dry weather conditions along with peak wet weather conditions. The Consultant will utilize data from the recent Master Plan in addition to the newly requested data. The Consultant will utilize equivalent capacity of water meters that also have wastewater service to establish the service unit equivalents (SUEs) required in Chapter 395 of the Local Government Code for both existing and 10-year growth conditions.
- 5.4. Wastewater Impact Fee Capital Improvements Plan. The Consultant will review recently completed (over the last 5 years) wastewater improvements and determine which projects are eligible for future cost recovery based on future growth. The Consultant will update the cost of proposed wastewater system improvements to be included in the impact fee calculation. Maps will be prepared showing the existing and proposed wastewater capital improvements plan projects to be included in the impact fee calculation.
- 5.5. Maximum Assessable Wastewater Impact Fee Calculation. The Consultant will utilize the capacity analysis and capital project costs to calculate percentage of project cost eligible for impact fee cost recovery. The Consultant will develop maximum allowable wastewater impact fees in accordance with Chapter 395 of the Texas Local Government Code using existing and proposed capital improvement costs to support 10-year growth based on projected increase in service units.
- 5.6. Documentation. The Consultant will provide both a draft and final Wastewater Impact Fee Report. The report will include:
- Land Use Assumptions;
 - Wastewater service area;
 - Wastewater Impact Fee Eligible CIP;
 - Narrative of the Impact fee methodology;
 - Impact fee calculations;
 - Service Unit Equivalency Table; and
 - Supporting Exhibits.
- 5.7. Meetings. The Consultant will discuss the water impact fees during the reoccurring project team status meetings.

5.8. Deliverables.

- 5.8.1 Electronic (.pdf) copy of the Draft Wastewater Impact Fee Report;
- 5.8.2 Five (5) 8.5" x 11" hard copies of the Draft Wastewater Impact Fee Report; and
- 5.8.3 Upon final approval of the Wastewater Impact Fee Analysis and new ordinance by the City Council, the Consultant will provide five (5) 8" x 11" originals and one (1) electronic (.pdf) copy of the Final Wastewater Impact Fee Report

6. **Adoption Process**

- 6.1. Comparison Data. The Consultant will collect information on actual Impact Fees collected for up to six (6) benchmark cities for up to three (3) different land uses (likely residential, commercial, and industrial land uses). This information will be provided to the City in electronic (.xls) tabular format for use in the development of comparison tables.

- 6.2. Ordinance Support. The Consultant will review the proposed Impact Fee Ordinance as prepared by the City Attorney. It is anticipated the City Attorney will require exhibits from the Impact Fee Report to be included in the ordinance.

The Consultant will review the impact of the proposed Impact Fee program reimbursements on the City's existing pro rata cost allocation system for water and wastewater line extensions. The Consultant will determine how the pro rata system will work with the Impact Fee program and if pro rata costs will continue to be charged to developers once the Impact Fee program is implemented.

The Consultant will review the policies for roadway improvements in the City's ETJ.

- 6.3. Revenue Projections. The Consultant will utilize the Land Use Assumptions calculated in Task 2 to calculate various revenue projections based on potential collection rate scenarios.
- 6.4. Meetings. It is anticipated that the Consultant will prepare for and attend each of the following meetings (total of eight). These are anticipated to be:

- Two (2) CIAC worksession;
- Two (2) CIAC meeting to present the Land Use Assumptions, CIP, and Maximum Assessable Impact Fees;
- Two (2) Council worksession; and
- Two (2) City Council public hearings to present the Impact Fee, including the Land Use Assumptions, Impact Fee CIP and Maximum Assessable Impact Fees

7. Administration Tools and Implementation Support

- 7.1. Impact Fee Estimator. The Consultant will create an Impact Fee estimator spreadsheet tool to assist in calculating a development's water, wastewater, and roadway impact fees based on the impact fee rates adopted in Task 6.
- 7.2. Implementation Support. The Consultant will provide implementation support to assist City staff as a program is rolled out. This implementation support is based on 18 hours.
- 7.3. Deliverables. Electronic (.xls) Impact Fee Estimator Tool.

- End of Scope of Services -

**IMPACT FEE STUDY
FEE PROPOSAL
CITY OF SHERMAN**

Kimley-Horn will perform the scope of services for the total fixed fee below. Fees will be invoiced monthly based upon the overall percentage of services performed.

Task	Task Name	Subtotal
1	Project Initiation, Education and Management	\$10,000
2	Land Use Assumptions	\$10,000
3	Roadway Impact Fee Study	\$35,000
4	Water Impact Fee Study	\$35,000
5	Wastewater Impact Fee Study	\$35,000
6	Adoption Process	\$20,000
7	Administration Tools and Implementation Support	\$5,000
Subtotals		\$150,000

**FUTURE INFRASTRUCTURE STUDY FOR CONSULTING
SCHEDULE PROPOSAL
CITY OF SHERMAN**

Tasks 1 thru 5 will be completed within four (4) months following receipt of a signed copy of this agreement, exclusive of City review time after receipt of a signed copy of this agreement. Task 6 and 7 will proceed in accordance with the requirements of Chapter 395 of the Texas Local Government Code and as requested by the City. Consultant will use best efforts to complete all tasks on or before August 31, 2020. Additional services, if desired by the City, will be performed in a timely manner upon authorization by the City.

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE C. PLANNING AND DEVELOPMENT PROVISIONS APPLYING TO MORE THAN ONE
TYPE OF LOCAL GOVERNMENTCHAPTER 395. FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW DEVELOPMENT IN
MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 395.001. DEFINITIONS. In this chapter:

(1) "Capital improvement" means any of the following facilities that have a life expectancy of three or more years and are owned and operated by or on behalf of a political subdivision:

(A) water supply, treatment, and distribution facilities; wastewater collection and treatment facilities; and storm water, drainage, and flood control facilities; whether or not they are located within the service area; and

(B) roadway facilities.

(2) "Capital improvements plan" means a plan required by this chapter that identifies capital improvements or facility expansions for which impact fees may be assessed.

(3) "Facility expansion" means the expansion of the capacity of an existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

(4) "Impact fee" means a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development. The term includes amortized charges, lump-sum charges, capital recovery fees, contributions in aid of construction, and any other fee that functions as described by this definition. The term does not include:

(A) dedication of land for public parks or payment in lieu of the dedication to serve park needs;

(B) dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, wastewater

collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;

(C) lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines; or

(D) other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision.

However, an item included in the capital improvements plan may not be required to be constructed except in accordance with Section 395.019(2), and an owner may not be required to construct or dedicate facilities and to pay impact fees for those facilities.

(5) "Land use assumptions" includes a description of the service area and projections of changes in land uses, densities, intensities, and population in the service area over at least a 10-year period.

(6) "New development" means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

(7) "Political subdivision" means a municipality, a district or authority created under Article III, Section 52, or Article XVI, Section 59, of the Texas Constitution, or, for the purposes set forth by Section 395.079, certain counties described by that section.

(8) "Roadway facilities" means arterial or collector streets or roads that have been designated on an officially adopted roadway plan of the political subdivision, together with all necessary appurtenances. The term includes the political subdivision's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way.

(9) "Service area" means the area within the corporate boundaries or extraterritorial jurisdiction, as determined under Chapter 42, of the political subdivision to be served by the capital improvements or facilities expansions specified in the capital improvements plan, except roadway facilities and storm water, drainage, and flood control facilities. The service area, for the purposes of this chapter, may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, except for roadway facilities and storm water, drainage, and

flood control facilities. For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles. For storm water, drainage, and flood control facilities, the service area may include all or part of the land within the political subdivision or its extraterritorial jurisdiction, but shall not exceed the area actually served by the storm water, drainage, and flood control facilities designated in the capital improvements plan and shall not extend across watershed boundaries.

(10) "Service unit" means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 1989, 71st Leg., ch. 566, Sec. 1(e), eff. Aug. 28, 1989;

Acts 2001, 77th Leg., ch. 345, Sec. 1, eff. Sept. 1, 2001.

SUBCHAPTER B. AUTHORIZATION OF IMPACT FEE

Sec. 395.011. AUTHORIZATION OF FEE. (a) Unless otherwise specifically authorized by state law or this chapter, a governmental entity or political subdivision may not enact or impose an impact fee.

(b) Political subdivisions may enact or impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions only by complying with this chapter, except that impact fees may not be enacted or imposed in the extraterritorial jurisdiction for roadway facilities.

(c) A municipality may contract to provide capital improvements, except roadway facilities, to an area outside its corporate boundaries and extraterritorial jurisdiction and may charge an impact fee under the contract, but if an impact fee is charged in that area, the municipality must comply with this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.012. ITEMS PAYABLE BY FEE. (a) An impact fee may be imposed only to pay the costs of constructing capital improvements or facility expansions, including and limited to the:

- (1) construction contract price;
- (2) surveying and engineering fees;

(3) land acquisition costs, including land purchases, court awards and costs, attorney's fees, and expert witness fees; and

(4) fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the capital improvements plan who is not an employee of the political subdivision.

(b) Projected interest charges and other finance costs may be included in determining the amount of impact fees only if the impact fees are used for the payment of principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision to finance the capital improvements or facility expansions identified in the capital improvements plan and are not used to reimburse bond funds expended for facilities that are not identified in the capital improvements plan.

(c) Notwithstanding any other provision of this chapter, the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay a staff engineer who prepares or updates a capital improvements plan under this chapter.

(d) A municipality may pledge an impact fee as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or public facility expansion if:

(1) the improvement or expansion is identified in a capital improvements plan; and

(2) at the time of the pledge, the governing body of the municipality certifies in a written order, ordinance, or resolution that none of the impact fee will be used or expended for an improvement or expansion not identified in the plan.

(e) A certification under Subsection (d)(2) is sufficient evidence that an impact fee pledged will not be used or expended for an improvement or expansion that is not identified in the capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 1995, 74th Leg., ch. 90, Sec. 1, eff. May 16, 1995.

Sec. 395.013. ITEMS NOT PAYABLE BY FEE. Impact fees may not be adopted or used to pay for:

(1) construction, acquisition, or expansion of public facilities or assets other than capital improvements or facility expansions identified in the capital improvements plan;

- (2) repair, operation, or maintenance of existing or new capital improvements or facility expansions;
- (3) upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;
- (4) upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development;
- (5) administrative and operating costs of the political subdivision, except the Edwards Underground Water District or a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may use impact fees to pay its administrative and operating costs;
- (6) principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed by Section 395.012.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.014. CAPITAL IMPROVEMENTS PLAN. (a) The political subdivision shall use qualified professionals to prepare the capital improvements plan and to calculate the impact fee. The capital improvements plan must contain specific enumeration of the following items:

- (1) a description of the existing capital improvements within the service area and the costs to upgrade, update, improve, expand, or replace the improvements to meet existing needs and usage and stricter safety, efficiency, environmental, or regulatory standards, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;
- (2) an analysis of the total capacity, the level of current usage, and commitments for usage of capacity of the existing capital improvements, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;
- (3) a description of all or the parts of the capital improvements or facility expansions and their costs necessitated by and attributable to new development in the service area based on the approved land use assumptions, which shall be prepared by a qualified professional engineer licensed to perform the professional engineering services in this state;
- (4) a definitive table establishing the specific level or quantity of use, consumption, generation, or discharge of a service unit for each category of capital improvements or facility expansions and an equivalency or conversion table establishing the ratio of a service unit to

various types of land uses, including residential, commercial, and industrial;

(5) the total number of projected service units necessitated by and attributable to new development within the service area based on the approved land use assumptions and calculated in accordance with generally accepted engineering or planning criteria;

(6) the projected demand for capital improvements or facility expansions required by new service units projected over a reasonable period of time, not to exceed 10 years; and

(7) a plan for awarding:

(A) a credit for the portion of ad valorem tax and utility service revenues generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; or

(B) in the alternative, a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan.

(b) The analysis required by Subsection (a)(3) may be prepared on a systemwide basis within the service area for each major category of capital improvement or facility expansion for the designated service area.

(c) The governing body of the political subdivision is responsible for supervising the implementation of the capital improvements plan in a timely manner.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.015. MAXIMUM FEE PER SERVICE UNIT. (a) The impact fee per service unit may not exceed the amount determined by subtracting the amount in Section 395.014(a)(7) from the costs of the capital improvements described by Section 395.014(a)(3) and dividing that amount by the total number of projected service units described by Section 395.014(a)(5).

(b) If the number of new service units projected over a reasonable period of time is less than the total number of new service units shown by the approved land use assumptions at full development of the service area, the maximum impact fee per service unit shall be calculated by dividing the costs of the part of the capital improvements necessitated by and attributable to projected new service units described by Section 395.014(a)(6) by the projected new service units described in that section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 3, eff. Sept. 1, 2001.

Sec. 395.016. TIME FOR ASSESSMENT AND COLLECTION OF FEE. (a) This subsection applies only to impact fees adopted and land platted before June 20, 1987. For land that has been platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before June 20, 1987, or land on which new development occurs or is proposed without platting, the political subdivision may assess the impact fees at any time during the development approval and building process. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(b) This subsection applies only to impact fees adopted before June 20, 1987, and land platted after that date. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after June 20, 1987, the political subdivision may assess the impact fees before or at the time of recordation. Except as provided by Section 395.019, the political subdivision may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(c) This subsection applies only to impact fees adopted after June 20, 1987. For new development which is platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee.

(d) This subsection applies only to land platted in accordance with Subchapter A, Chapter 212, or the subdivision or platting procedures of a political subdivision after adoption of an impact fee adopted after June 20, 1987. The political subdivision shall assess the impact fees before or at the time of recordation of a subdivision plat or other plat under Subchapter A, Chapter 212, or the subdivision or platting ordinance or procedures of any political subdivision in the official records of the county clerk of the county in which the tract is located. Except as provided by Section 395.019, if the political subdivision has water and wastewater capacity available:

(1) the political subdivision shall collect the fees at the time the political subdivision issues a building permit;

(2) for land platted outside the corporate boundaries of a municipality, the municipality shall collect the fees at the time an application for an individual meter connection to the municipality's water or wastewater system is filed; or

(3) a political subdivision that lacks authority to issue building permits in the area where the impact fee applies shall collect the fees at the time an application is filed for an individual meter connection to the political subdivision's water or wastewater system.

(e) For land on which new development occurs or is proposed to occur without platting, the political subdivision may assess the impact fees at any time during the development and building process and may collect the fees at either the time of recordation of the subdivision plat or connection to the political subdivision's water or sewer system or at the time the political subdivision issues either the building permit or the certificate of occupancy.

(f) An "assessment" means a determination of the amount of the impact fee in effect on the date of occurrence provided in this section and is the maximum amount that can be charged per service unit of such development. No specific act by the political subdivision is required.

(g) Notwithstanding Subsections (a)-(e) and Section 395.017, the political subdivision may reduce or waive an impact fee for any service unit that would qualify as affordable housing under 42 U.S.C. Section 12745, as amended, once the service unit is constructed. If affordable housing as defined by 42 U.S.C. Section 12745, as amended, is not constructed, the political subdivision may reverse its decision to waive or reduce the impact fee, and the political subdivision may assess an impact fee at any time during the development approval or building process or after the building process if an impact fee was not already assessed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.
Amended by Acts 1997, 75th Leg., ch. 980, Sec. 52, eff. Sept. 1, 1997;
Acts 2001, 77th Leg., ch. 345, Sec. 4, eff. Sept. 1, 2001.

Sec. 395.017. ADDITIONAL FEE PROHIBITED; EXCEPTION. After assessment of the impact fees attributable to the new development or execution of an agreement for payment of impact fees, additional impact fees or increases in fees may not be assessed against the tract for any reason unless the number of service units to be developed on the tract

increases. In the event of the increase in the number of service units, the impact fees to be imposed are limited to the amount attributable to the additional service units.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.018. AGREEMENT WITH OWNER REGARDING PAYMENT. A political subdivision is authorized to enter into an agreement with the owner of a tract of land for which the plat has been recorded providing for the time and method of payment of the impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.019. COLLECTION OF FEES IF SERVICES NOT AVAILABLE. Except for roadway facilities, impact fees may be assessed but may not be collected in areas where services are not currently available unless:

(1) the collection is made to pay for a capital improvement or facility expansion that has been identified in the capital improvements plan and the political subdivision commits to commence construction within two years, under duly awarded and executed contracts or commitments of staff time covering substantially all of the work required to provide service, and to have the service available within a reasonable period of time considering the type of capital improvement or facility expansion to be constructed, but in no event longer than five years;

(2) the political subdivision agrees that the owner of a new development may construct or finance the capital improvements or facility expansions and agrees that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development or agrees to reimburse the owner for such costs from impact fees paid from other new developments that will use such capital improvements or facility expansions, which fees shall be collected and reimbursed to the owner at the time the other new development records its plat; or

(3) an owner voluntarily requests the political subdivision to reserve capacity to serve future development, and the political subdivision and owner enter into a valid written agreement.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.020. ENTITLEMENT TO SERVICES. Any new development for which an impact fee has been paid is entitled to the permanent use and benefit of the services for which the fee was exacted and is entitled to receive

immediate service from any existing facilities with actual capacity to serve the new service units, subject to compliance with other valid regulations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.021. AUTHORITY OF POLITICAL SUBDIVISIONS TO SPEND FUNDS TO REDUCE FEES. Political subdivisions may spend funds from any lawful source to pay for all or a part of the capital improvements or facility expansions to reduce the amount of impact fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.022. AUTHORITY OF POLITICAL SUBDIVISION TO PAY FEES. (a) Political subdivisions and other governmental entities may pay impact fees imposed under this chapter.

(b) A school district is not required to pay impact fees imposed under this chapter unless the board of trustees of the district consents to the payment of the fees by entering a contract with the political subdivision that imposes the fees. The contract may contain terms the board of trustees considers advisable to provide for the payment of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 250 (S.B. 883), Sec. 1, eff. May 25, 2007.

Sec. 395.023. CREDITS AGAINST ROADWAY FACILITIES FEES. Any construction of, contributions to, or dedications of off-site roadway facilities agreed to or required by a political subdivision as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.024. ACCOUNTING FOR FEES AND INTEREST. (a) The order, ordinance, or resolution levying an impact fee must provide that all funds collected through the adoption of an impact fee shall be deposited in interest-bearing accounts clearly identifying the category of capital

improvements or facility expansions within the service area for which the fee was adopted.

(b) Interest earned on impact fees is considered funds of the account on which it is earned and is subject to all restrictions placed on use of impact fees under this chapter.

(c) Impact fee funds may be spent only for the purposes for which the impact fee was imposed as shown by the capital improvements plan and as authorized by this chapter.

(d) The records of the accounts into which impact fees are deposited shall be open for public inspection and copying during ordinary business hours.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.025. REFUNDS. (a) On the request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund the impact fee if existing facilities are available and service is denied or the political subdivision has, after collecting the fee when service was not available, failed to commence construction within two years or service is not available within a reasonable period considering the type of capital improvement or facility expansion to be constructed, but in no event later than five years from the date of payment under Section 395.019(1).

(b) Repealed by Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

(c) The political subdivision shall refund any impact fee or part of it that is not spent as authorized by this chapter within 10 years after the date of payment.

(d) Any refund shall bear interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Finance Code, or its successor statute.

(e) All refunds shall be made to the record owner of the property at the time the refund is paid. However, if the impact fees were paid by another political subdivision or governmental entity, payment shall be made to the political subdivision or governmental entity.

(f) The owner of the property on which an impact fee has been paid or another political subdivision or governmental entity that paid the impact fee has standing to sue for a refund under this section.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 1997, 75th Leg., ch. 1396, Sec. 37, eff. Sept. 1, 1997;

Acts 1999, 76th Leg., ch. 62, Sec. 7.82, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 345, Sec. 9, eff. Sept. 1, 2001.

SUBCHAPTER C. PROCEDURES FOR ADOPTION OF IMPACT FEE

Sec. 395.041. COMPLIANCE WITH PROCEDURES REQUIRED. Except as otherwise provided by this chapter, a political subdivision must comply with this subchapter to levy an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0411. CAPITAL IMPROVEMENTS PLAN. The political subdivision shall provide for a capital improvements plan to be developed by qualified professionals using generally accepted engineering and planning practices in accordance with Section 395.014.

Added by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.042. HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. To impose an impact fee, a political subdivision must adopt an order, ordinance, or resolution establishing a public hearing date to consider the land use assumptions and capital improvements plan for the designated service area.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.043. INFORMATION ABOUT LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AVAILABLE TO PUBLIC. On or before the date of the first publication of the notice of the hearing on the land use assumptions and capital improvements plan, the political subdivision shall make available to the public its land use assumptions, the time period of the projections, and a description of the capital improvement facilities that may be proposed.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.044. NOTICE OF HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. (a) Before the 30th day before the date of the hearing on the land use assumptions and capital improvements plan, the political

subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order, ordinance, or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS
PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the land use assumptions and capital improvements plan under which an impact fee may be imposed; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.045. APPROVAL OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) After the public hearing on the land use assumptions and capital improvements plan, the political subdivision shall determine whether to adopt or reject an ordinance, order, or resolution approving the land use assumptions and capital improvements plan.

(b) The political subdivision, within 30 days after the date of the public hearing, shall approve or disapprove the land use assumptions and capital improvements plan.

(c) An ordinance, order, or resolution approving the land use assumptions and capital improvements plan may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.0455. SYSTEMWIDE LAND USE ASSUMPTIONS. (a) In lieu of adopting land use assumptions for each service area, a political subdivision may, except for storm water, drainage, flood control, and roadway facilities, adopt systemwide land use assumptions, which cover all of the area subject to the jurisdiction of the political subdivision for the purpose of imposing impact fees under this chapter.

(b) Prior to adopting systemwide land use assumptions, a political subdivision shall follow the public notice, hearing, and other requirements for adopting land use assumptions.

(c) After adoption of systemwide land use assumptions, a political subdivision is not required to adopt additional land use assumptions for a service area for water supply, treatment, and distribution facilities or wastewater collection and treatment facilities as a prerequisite to the adoption of a capital improvements plan or impact fee, provided the capital improvements plan and impact fee are consistent with the systemwide land use assumptions.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(b), eff. Aug. 28, 1989.

Sec. 395.047. HEARING ON IMPACT FEE. On adoption of the land use assumptions and capital improvements plan, the governing body shall adopt an order or resolution setting a public hearing to discuss the imposition of the impact fee. The public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution imposing an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.049. NOTICE OF HEARING ON IMPACT FEE. (a) Before the 30th day before the date of the hearing on the imposition of an impact fee, the political subdivision shall send a notice of the hearing by certified mail to any person who has given written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of the hearing within two years preceding the date of adoption of the order or resolution setting the public hearing.

(b) The political subdivision shall publish notice of the hearing before the 30th day before the date set for the hearing, in one or more newspapers of general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies.

(c) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the adoption of an impact fee;

(4) the amount of the proposed impact fee per service unit; and

(5) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the plan and proposed fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.050. ADVISORY COMMITTEE COMMENTS ON IMPACT FEES. The advisory committee created under Section 395.058 shall file its written comments on the proposed impact fees before the fifth business day before the date of the public hearing on the imposition of the fees.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.051. APPROVAL OF IMPACT FEE REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the imposition of an impact fee, shall approve or disapprove the imposition of an impact fee.

(b) An ordinance, order, or resolution approving the imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 5, eff. Sept. 1, 2001.

Sec. 395.052. PERIODIC UPDATE OF LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN REQUIRED. (a) A political subdivision imposing an impact fee shall update the land use assumptions and capital improvements plan at least every five years. The initial five-year period begins on the day the capital improvements plan is adopted.

(b) The political subdivision shall review and evaluate its current land use assumptions and shall cause an update of the capital improvements plan to be prepared in accordance with Subchapter B.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 6, eff. Sept. 1, 2001.

Sec. 395.053. HEARING ON UPDATED LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN. The governing body of the political subdivision shall, within 60 days after the date it receives the update of the land use assumptions and the capital improvements plan, adopt an order setting a public hearing to discuss and review the update and shall determine whether to amend the plan.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.054. HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. A public hearing must be held by the governing body of the political subdivision to discuss the proposed ordinance, order, or resolution amending land use assumptions, the capital improvements plan, or the impact fee. On or before the date of the first publication of the notice of the hearing on the amendments, the land use assumptions and the capital improvements plan, including the amount of any proposed amended impact fee per service unit, shall be made available to the public.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.055. NOTICE OF HEARING ON AMENDMENTS TO LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, OR IMPACT FEE. (a) The notice and hearing procedures prescribed by Sections 395.044(a) and (b) apply to a hearing on the amendment of land use assumptions, a capital improvements plan, or an impact fee.

(b) The notice of a hearing under this section must contain the following:

(1) a headline to read as follows:

"NOTICE OF PUBLIC HEARING ON AMENDMENT OF IMPACT FEES"

(2) the time, date, and location of the hearing;

(3) a statement that the purpose of the hearing is to consider the amendment of land use assumptions and a capital improvements plan and the imposition of an impact fee; and

(4) a statement that any member of the public has the right to appear at the hearing and present evidence for or against the update.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 345, Sec. 7, eff. Sept. 1, 2001.

Sec. 395.056. ADVISORY COMMITTEE COMMENTS ON AMENDMENTS. The advisory committee created under Section 395.058 shall file its written comments on the proposed amendments to the land use assumptions, capital improvements plan, and impact fee before the fifth business day before the date of the public hearing on the amendments.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.057. APPROVAL OF AMENDMENTS REQUIRED. (a) The political subdivision, within 30 days after the date of the public hearing on the amendments, shall approve or disapprove the amendments of the land use assumptions and the capital improvements plan and modification of an impact fee.

(b) An ordinance, order, or resolution approving the amendments to the land use assumptions, the capital improvements plan, and imposition of an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.0575. DETERMINATION THAT NO UPDATE OF LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN OR IMPACT FEES IS NEEDED. (a) If, at the time an update under Section 395.052 is required, the governing body determines that no change to the land use assumptions, capital improvements plan, or impact fee is needed, it may, as an alternative to the updating requirements of Sections 395.052-395.057, do the following:

(1) The governing body of the political subdivision shall, upon determining that an update is unnecessary and 60 days before publishing the final notice under this section, send notice of its determination not to update the land use assumptions, capital improvements plan, and impact fee

by certified mail to any person who has, within two years preceding the date that the final notice of this matter is to be published, give written notice by certified or registered mail to the municipal secretary or other designated official of the political subdivision requesting notice of hearings related to impact fees. The notice must contain the information in Subsections (b) (2)-(5).

(2) The political subdivision shall publish notice of its determination once a week for three consecutive weeks in one or more newspapers with general circulation in each county in which the political subdivision lies. However, a river authority that is authorized elsewhere by state law to charge fees that function as impact fees may publish the required newspaper notice only in each county in which the service area lies. The notice of public hearing may not be in the part of the paper in which legal notices and classified ads appear and may not be smaller than one-quarter page of a standard-size or tabloid-size newspaper, and the headline on the notice must be in 18-point or larger type.

(b) The notice must contain the following:

(1) a headline to read as follows:

"NOTICE OF DETERMINATION NOT TO UPDATE

LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS

PLAN, OR IMPACT FEES";

(2) a statement that the governing body of the political subdivision has determined that no change to the land use assumptions, capital improvements plan, or impact fee is necessary;

(3) an easily understandable description and a map of the service area in which the updating has been determined to be unnecessary;

(4) a statement that if, within a specified date, which date shall be at least 60 days after publication of the first notice, a person makes a written request to the designated official of the political subdivision requesting that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body must comply with the request by following the requirements of Sections 395.052-395.057; and

(5) a statement identifying the name and mailing address of the official of the political subdivision to whom a request for an update should be sent.

(c) The advisory committee shall file its written comments on the need for updating the land use assumptions, capital improvements plans, and

impact fee before the fifth business day before the earliest notice of the government's decision that no update is necessary is mailed or published.

(d) If, by the date specified in Subsection (b) (4), a person requests in writing that the land use assumptions, capital improvements plan, or impact fee be updated, the governing body shall cause an update of the land use assumptions and capital improvements plan to be prepared in accordance with Sections 395.052-395.057.

(e) An ordinance, order, or resolution determining the need for updating land use assumptions, a capital improvements plan, or an impact fee may not be adopted as an emergency measure.

Added by Acts 1989, 71st Leg., ch. 566, Sec. 1(d), eff. Aug. 28, 1989.

Sec. 395.058. ADVISORY COMMITTEE. (a) On or before the date on which the order, ordinance, or resolution is adopted under Section 395.042, the political subdivision shall appoint a capital improvements advisory committee.

(b) The advisory committee is composed of not less than five members who shall be appointed by a majority vote of the governing body of the political subdivision. Not less than 40 percent of the membership of the advisory committee must be representatives of the real estate, development, or building industries who are not employees or officials of a political subdivision or governmental entity. If the political subdivision has a planning and zoning commission, the commission may act as the advisory committee if the commission includes at least one representative of the real estate, development, or building industry who is not an employee or official of a political subdivision or governmental entity. If no such representative is a member of the planning and zoning commission, the commission may still act as the advisory committee if at least one such representative is appointed by the political subdivision as an ad hoc voting member of the planning and zoning commission when it acts as the advisory committee. If the impact fee is to be applied in the extraterritorial jurisdiction of the political subdivision, the membership must include a representative from that area.

(c) The advisory committee serves in an advisory capacity and is established to:

(1) advise and assist the political subdivision in adopting land use assumptions;

(2) review the capital improvements plan and file written comments;

(3) monitor and evaluate implementation of the capital improvements plan;

(4) file semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and

(5) advise the political subdivision of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

(d) The political subdivision shall make available to the advisory committee any professional reports with respect to developing and implementing the capital improvements plan.

(e) The governing body of the political subdivision shall adopt procedural rules for the advisory committee to follow in carrying out its duties.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

SUBCHAPTER D. OTHER PROVISIONS

Sec. 395.071. DUTIES TO BE PERFORMED WITHIN TIME LIMITS. If the governing body of the political subdivision does not perform a duty imposed under this chapter within the prescribed period, a person who has paid an impact fee or an owner of land on which an impact fee has been paid has the right to present a written request to the governing body of the political subdivision stating the nature of the unperformed duty and requesting that it be performed within 60 days after the date of the request. If the governing body of the political subdivision finds that the duty is required under this chapter and is late in being performed, it shall cause the duty to commence within 60 days after the date of the request and continue until completion.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.072. RECORDS OF HEARINGS. A record must be made of any public hearing provided for by this chapter. The record shall be maintained and be made available for public inspection by the political subdivision for at least 10 years after the date of the hearing.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.073. CUMULATIVE EFFECT OF STATE AND LOCAL RESTRICTIONS. Any state or local restrictions that apply to the imposition of an impact fee in a political subdivision where an impact fee is proposed are cumulative with the restrictions in this chapter.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.074. PRIOR IMPACT FEES REPLACED BY FEES UNDER THIS CHAPTER. An impact fee that is in place on June 20, 1987, must be replaced by an impact fee made under this chapter on or before June 20, 1990. However, any political subdivision having an impact fee that has not been replaced under this chapter on or before June 20, 1988, is liable to any party who, after June 20, 1988, pays an impact fee that exceeds the maximum permitted under Subchapter B by more than 10 percent for an amount equal to two times the difference between the maximum impact fee allowed and the actual impact fee imposed, plus reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.075. NO EFFECT ON TAXES OR OTHER CHARGES. This chapter does not prohibit, affect, or regulate any tax, fee, charge, or assessment specifically authorized by state law.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.076. MORATORIUM ON DEVELOPMENT PROHIBITED. A moratorium may not be placed on new development for the purpose of awaiting the completion of all or any part of the process necessary to develop, adopt, or update land use assumptions, a capital improvements plan, or an impact fee.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 441, Sec. 2, eff. Sept. 1, 2001.

Sec. 395.077. APPEALS. (a) A person who has exhausted all administrative remedies within the political subdivision and who is aggrieved by a final decision is entitled to trial de novo under this chapter.

(b) A suit to contest an impact fee must be filed within 90 days after the date of adoption of the ordinance, order, or resolution establishing the impact fee.

(c) Except for roadway facilities, a person who has paid an impact fee or an owner of property on which an impact fee has been paid is entitled to specific performance of the services by the political subdivision for which the fee was paid.

(d) This section does not require construction of a specific facility to provide the services.

(e) Any suit must be filed in the county in which the major part of the land area of the political subdivision is located. A successful litigant shall be entitled to recover reasonable attorney's fees and court costs.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.078. SUBSTANTIAL COMPLIANCE WITH NOTICE REQUIREMENTS. An impact fee may not be held invalid because the public notice requirements were not complied with if compliance was substantial and in good faith.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Sec. 395.079. IMPACT FEE FOR STORM WATER, DRAINAGE, AND FLOOD CONTROL IN POPULOUS COUNTY. (a) Any county that has a population of 3.3 million or more or that borders a county with a population of 3.3 million or more, and any district or authority created under Article XVI, Section 59, of the Texas Constitution within any such county that is authorized to provide storm water, drainage, and flood control facilities, is authorized to impose impact fees to provide storm water, drainage, and flood control improvements necessary to accommodate new development.

(b) The imposition of impact fees authorized by Subsection (a) is exempt from the requirements of Sections 395.025, 395.052-395.057, and 395.074 unless the political subdivision proposes to increase the impact fee.

(c) Any political subdivision described by Subsection (a) is authorized to pledge or otherwise contractually obligate all or part of the impact fees to the payment of principal and interest on bonds, notes, or other obligations issued or incurred by or on behalf of the political subdivision and to the payment of any other contractual obligations.

(d) An impact fee adopted by a political subdivision under Subsection (a) may not be reduced if:

(1) the political subdivision has pledged or otherwise contractually obligated all or part of the impact fees to the payment of

principal and interest on bonds, notes, or other obligations issued by or on behalf of the political subdivision; and

(2) the political subdivision agrees in the pledge or contract not to reduce the impact fees during the term of the bonds, notes, or other contractual obligations.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 2001, 77th Leg., ch. 669, Sec. 107, eff. Sept. 1, 2001.

Sec. 395.080. CHAPTER NOT APPLICABLE TO CERTAIN WATER-RELATED SPECIAL DISTRICTS. (a) This chapter does not apply to impact fees, charges, fees, assessments, or contributions:

(1) paid by or charged to a district created under Article XVI, Section 59, of the Texas Constitution to another district created under that constitutional provision if both districts are required by law to obtain approval of their bonds by the Texas Natural Resource Conservation Commission; or

(2) charged by an entity if the impact fees, charges, fees, assessments, or contributions are approved by the Texas Natural Resource Conservation Commission.

(b) Any district created under Article XVI, Section 59, or Article III, Section 52, of the Texas Constitution may petition the Texas Natural Resource Conservation Commission for approval of any proposed impact fees, charges, fees, assessments, or contributions. The commission shall adopt rules for reviewing the petition and may charge the petitioner fees adequate to cover the cost of processing and considering the petition. The rules shall require notice substantially the same as that required by this chapter for the adoption of impact fees and shall afford opportunity for all affected parties to participate.

Added by Acts 1989, 71st Leg., ch. 1, Sec. 82(a), eff. Aug. 28, 1989.

Amended by Acts 1995, 74th Leg., ch. 76, Sec. 11.257, eff. Sept. 1, 1995.

Sec. 395.081. FEES FOR ADJOINING LANDOWNERS IN CERTAIN MUNICIPALITIES. (a) This section applies only to a municipality with a population of 115,000 or less that constitutes more than three-fourths of the population of the county in which the majority of the area of the municipality is located.

(b) A municipality that has not adopted an impact fee under this chapter that is constructing a capital improvement, including sewer or waterline or drainage or roadway facilities, from the municipality to a

development located within or outside the municipality's boundaries, in its discretion, may allow a landowner whose land adjoins the capital improvement or is within a specified distance from the capital improvement, as determined by the governing body of the municipality, to connect to the capital improvement if:

(1) the governing body of the municipality has adopted a finding under Subsection (c); and

(2) the landowner agrees to pay a proportional share of the cost of the capital improvement as determined by the governing body of the municipality and agreed to by the landowner.

(c) Before a municipality may allow a landowner to connect to a capital improvement under Subsection (b), the municipality shall adopt a finding that the municipality will benefit from allowing the landowner to connect to the capital improvement. The finding shall describe the benefit to be received by the municipality.

(d) A determination of the governing body of a municipality, or its officers or employees, under this section is a discretionary function of the municipality and the municipality and its officers or employees are not liable for a determination made under this section.

Added by Acts 1997, 75th Leg., ch. 1150, Sec. 1, eff. June 19, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1043 (H.B. 3111), Sec. 5, eff. June 17, 2011.

Acts 2011, 82nd Leg., R.S., Ch. 1163 (H.B. 2702), Sec. 100, eff. September 1, 2011.

MEMBERSHIP ROSTER

CAPITAL IMPROVEMENTS ADVISORY COMMITTEE

Creation: Res. 6611

MEMBER	DISTRICT	TERM BEGINS	MEMBERSHIP REQUIREMENTS
David Downtain	1	A 4/20/2020	Planning & Zoning Member
Eric Elliott	1	A 4/20/2020	Planning & Zoning Member
Shawn Davis	1	A 4/20/2020	Planning & Zoning Member
Leigh Ann Sims	4	A 4/20/2020	Planning & Zoning Member
Clay Mahone	4	A 4/20/2020	Planning & Zoning Member
Paul Manley	1	A 4/20/2020	Planning & Zoning Member
Trish Wood	4	A 4/20/2020	Planning & Zoning Member
			ETJ Member

NOTE:



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 05/04/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2020 Council Calendar

2020

JANUARY						
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DECEMBER						
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1/20/2020	Martin Luther King, Jr. Day/Called City Council Meeting on 1/21/2020
2/12/2020	Called Council Meeting - Training Session for Council Members
3/30/2020	Called Council Meeting - Intro and PH of Ordinance No. 6288, Extending Declaration of Public Health Disaster Indefinitely and Other Matters related to COVID-19
4/6/2020	City Council Meeting - Cancelled
6/25/2020	Called Budget Workshop in the Council Chambers - Rescheduled for 06/25/2020
6/26/2020	Called Budget Workshop in the Council Chambers - Rescheduled for 06/26/2020
9/7/2020	Labor Day/Called City Council Meeting on 9/8/2020

[illegible]