

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, FEBRUARY 17, 2020
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER PAMELA L. HOWETH**
- A. 3. INVOCATION BY COUNCIL MEMBER PAMELA L. HOWETH**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 3, 2020**

Citizen Requests

- B. 1. CITIZEN REQUESTS**

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6283**
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of F.M. 1417 in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

Close Public Hearing and Consider Adoption of Ordinances

- C. 2. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 6283
- C. 3. 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. 6594**
Finding and Determining a Public Purpose and Public Necessity Exists for Construction of Texas Department of Transportation (TxDOT) and City Project FM 1417 Widening Project, Phase II from S.H. 56 to West Travis Street; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

- D. 2. RESOLUTION NO. 6595**
Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction, A Division of Vescor, Inc., based on an Invitation to Bid for Construction of the Center Street & U.S. 75 Utility Relocation Project
- D. 3. RESOLUTION NO. 6596**
Awarding a Proposal to and Authorizing Execution of a Contract with SkyTrust, LLC of Frisco, Texas ("SkyTrust"), based on a Request for Proposal for Hangar Construction
- D. 4. RESOLUTION NO. 6597**
Awarding a Bid to and Authorizing Execution of an Agreement with U.S. Bancorp Government Leasing & Finance, Inc. for the Lease-Purchase Financing of Capital Equipment
- D. 5. RESOLUTION NO. 6598**
Declaring the City's Intention to Reimburse Itself from the Proceeds of Capital Lease Financing from U.S. Bancorp Government Leasing & Finance, Inc. for the Lease-Purchase Financing of Capital Equipment
- D. 6. RESOLUTION NO. 6599**
Authorizing Execution of a Professional Engineering Services Agreement with Daniel & Brown Inc. for the Design of a Waterline along Shepherd Drive and Farmington Road Project
- D. 7. * RESOLUTION NO. 6600**
Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant
- D. 8. * RESOLUTION NO. 6601**
Abandoning a Portion of Three (3) Twenty Foot (20') Sanitary Sewer Easements located in Lot 1, Block 1 of Block One, Independence Square Addition, Section Three, Volume 10, Page 11, Plat Records, Grayson County, Texas, and being more particularly described as Parcel 1 and Parcel 2 on the Exhibit "A" attached hereto and made a part hereof for all purposes, which Sanitary Sewer Easements are recorded in Volume 10, Page 11 of the Plat Records, Volume 865, Page 640 and Volume 1440, Page 710 of the Deed Records of Grayson County, Texas
- D. 9. * RESOLUTION NO. 6602**
Authorizing Execution of an Encroachment Easement to Phillip A. Tillett and Devera L. Tillett for the Encroachment of a Single Family Residential Structure within the Platted Public Utility Easement running along the west side of Lot 3, Block 3 of the Replat of Lot 1 thru 5, Block 2 Inclusive and all of Block 3, Bright Star Addition, locally known as 709 West Lamberth Road in the City of Sherman, Texas
- D. 10. * RESOLUTION NO. 6603**
Authorizing Execution of an Agreement with Jose Tobar and Jovani Menjivar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1808 East Alma Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

Requests to Advertise

- E. 1. * REQUEST TO ADVERTISE**
Utility Relocation of BNSF Waterline

Other Business

F. 1. OTHER BUSINESS

Receive Update from Community and Support Services Manager Nate Strauch regarding Ongoing Projects in the City

F. 2. OTHER BUSINESS

Discuss and Consider Approval of the Budget Calendar for Fiscal Year (FY) 2020-2021

F. 3. * OTHER BUSINESS

Approve Quarterly Investment Report for Quarter Ended December 31, 2019

F. 4. * OTHER BUSINESS

Consider Request of Grayson Honors College and the Grayson County Law Enforcement Association to Temporarily Close Certain Streets for the 7th Annual "Beat the Heat 5K" run on Saturday, April 25, 2020 with an alternate rain date of Saturday, May 2, 2020

G. MEDIA QUESTIONS

Consider Board/Commission Appointments

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

- (a) Keep Sherman Beautiful Commission (4)

I. COUNCIL COMMENTS

Executive Session

J. 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
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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
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Section 551.074	Personnel Matters: (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions: (1) Sherman Housing Authority (1)
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- (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

K. 1. OPEN MEETING

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

L. 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 February 14, 2020 at 10:00 a.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 14th day of February, 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.

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: 02/17/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 3, 2020

Attachments

February 3, 2020

Impact Fee Presentation

Impact Fee Scope of Service

Quality Neighborhood Program Update

STATE OF TEXAS §
COUNTY OF GRAYSON §

February 3, 2020

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on February 3, 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 Mayor David Plyler.

APPROVE MINUTES

The Council reviewed the Minutes of the Called City Council Meeting of January 21, 2020. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Holland; All present voted AYE.
MOTION CARRIED.

SPECIAL RECOGNITION

Clint Philpott, Assistant City Manager, introduced Wayne Lee, the City's new Director of Engineering. Mr. Lee came from the City of Irving, and had served almost 29 years there. He said the staff looks forward to using Mr. Lee's expertise in growing the City of Sherman. Mayor Plyler welcomed Mr. Lee to the City staff.

CITIZEN'S REQUESTS

HOMELESS ON PEYTON STREET

Nathan Wieck, 826 Starlight Drive, said over the last four months, he is aware of at least four burglaries in the Starlight Addition. He recently contacted the City Manager, and said he is aware of a plan of action for the individuals on Peyton Street.

He did feel that he needed to voice his concern, because there are many older adults living in the Starlight Addition. He appreciated the City taking action, but felt there needed to be a long term solution.

Mayor Plyler introduced Ordinance No. 6280 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF U.S. HIGHWAY 75 AND U.S. HIGHWAY 82 IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

CALL TO ORDER

APPROVE MINUTES

SPECIAL RECOGNITION

HOMELESS ON PEYTON ST.

ORD 6280

SPEED LIMITS ON HWY 75 & HWY 82

COUNCIL MINUTES – FEBRUARY 3, 2020

Mr. Philpott said the ordinance will reduce the speed limits to 60 miles per hour, along Hwy 75 and Hwy 82. The changes will be in effect on Hwy 75, starting south of FM 1417 and extend north to the Loy Lake Road Bridge. On Hwy 82 the speed reduction will start between Texoma Parkway and Loy Lake Bridge, and extend west past Travis Street Bridge.

The new speed limit will increase safety and awareness during construction on the highways. The staff felt it was best to make all the necessary speed reductions at the same time, instead of piecemeal.

After the construction is complete on the Hwy 75, Hwy 82 Interchange and the Hwy 75 GAP Project, the speed limit will be reevaluated and changed to meet the current standards.

No citizens appeared before the City Council to discuss Ordinance No. 6280.

Mayor Plyler introduced Ordinance No. 6281 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 AN INPATIENT HOSPITAL IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 2022 NORTH HIGHWAY 75, BEING LOT 2, BLOCK 2, INDEPENDENCE SQUARE ADDITION, SECTION THREE, A REPLAT OF PART OF LOT 1, BLOCK 2 (MEDISTAR CORPORATION, OWNERS; MARK JANG, REPRESENTATIVE, KAIM ASSOCIATES, INC., ARCHITECT; KRG CIVIL ENGINEERS, INC., CIVIL ENGINEER; 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 6281
SUP FOR
INPATIENT HOSPITAL
(2022 N. HWY 75)

Scott Shadden, Director of Development Services, said this project is located on the west side of Hwy 75, north of Taylor Street, and includes a 9,300 square foot addition, to the existing Emergency Room, to convert it to a Specialty Hospital.

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

Kelly Gomez, KRG Civil Engineers, 2150 South Central Expressway, Suite 200, McKinney, Texas

Mr. Gomez appeared in support of the project and was available if the Council had any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6281.

Mayor Plyler introduced Ordinance No. 6282 and called for a public hearing:

ORD 6282
ABANDON ROW

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED RIGHT-OF-WAY BEING J. FIELDING CIRCLE, EAST OF REX CRUSE DRIVE, AS SHOWN ON PLAT IN VOLUME 1, PAGE 109 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS, DEDICATING OWNERSHIP OF SAID RIGHT-OF-WAY TO THE SURROUNDING OWNER, NORTH PARK BAPTIST CHURCH, BEING MORE PARTICULARLY DESCRIBED AND SHOWN IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

REX CRUSE DR.

Mr. Philpott said the original right-of-way was dedicated by plat in 1960, for residential development. The cul-de-sac street and the lots were never developed, and at some point the church was built.

The church would now like to expand, and abandoning the right-of-way "cleans up" the site for the lender and will allow them to expand.

No citizens appeared before the City Council to discuss Ordinance No. 6282.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6280

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF U.S. HIGHWAY 75 AND U.S. HIGHWAY 82 IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6280
SPEED LIMITS ON
HWY 75 & HWY 82

Ordinance 6281

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 AN INPATIENT HOSPITAL IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1 (75 & 82) OVERLAY DISTRICT AT 2022 NORTH HIGHWAY 75, BEING LOT 2, BLOCK 2, INDEPENDENCE SQUARE ADDITION, SECTION THREE, A REPLAT OF PART OF LOT 1, BLOCK 2 (MEDISTAR CORPORATION, OWNERS; MARK JANG, REPRESENTATIVE, KAIM ASSOCIATES, INC., ARCHITECT; KRG CIVIL ENGINEERS, INC., CIVIL ENGINEER; 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 6281
SUP FOR
INPATIENT HOSPITAL
(2022 N. HWY 75)

Ordinance 6282

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CLOSING AND ABANDONING THE PLATTED RIGHT-OF-WAY BEING J. FIELDING CIRCLE, EAST OF REX CRUSE DRIVE, AS SHOWN ON PLAT IN VOLUME 1, PAGE 109 OF THE PLAT RECORDS OF GRAYSON COUNTY, TEXAS, DEDICATING OWNERSHIP OF SAID RIGHT-OF-WAY TO THE SURROUNDING OWNER, NORTH PARK BAPTIST CHURCH, BEING MORE PARTICULARLY DESCRIBED AND SHOWN IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

ORD 6282
ABANDON ROW
REX CRUSE DR.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6280, 6281, and 6282, as presented. Second by Council Member Teamann.

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 Melton. All present voted AYE.

CONSENT AGENDA

RESOLUTION NO. 6583 – RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2020 (CITY OF SHERMAN PROJECT); AND APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RELATING TO GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2020 (CITY OF SHERMAN PROJECT); AND APPROVING THE ISSUANCE THEREOF AND THE FACILITIES TO BE CONSTRUCTED OR ACQUIRED BY SUCH AUTHORITY.

RES 6583
GTUA REVENUE
BONDS
WWTP PROJECTS

Mary Lawrence, Director of Finance, said these bonds are issued through the Texas Water Development Board's Clean Water State Revolving Fund, which is 20-year debt. All projects were approved in the City's 2020 Budget. The City received a .29% interest rate on the bonds, due to a Water Development Board subsidy of about 1.65%.

Drew Satterwhite, General Manager, Greater Texoma Utility Authority, was available to answer questions.

Deputy Mayor Steele confirmed that the total amount was \$13.5 million, and asked what projects were included. Ms. Lawrence said most of the projects are repairing or replacing things at the Wastewater Treatment Plant. One of the larger projects is the Brine Line at the Water Treatment Plant that takes the waste to a lift station for treatment.

COUNCIL MINUTES – FEBRUARY 3, 2020

ACTION TAKEN.

Motion by Council Member Melton to adopt Resolution No. 6583, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6584 – AUTHORIZING EXECUTION OF A LAW ENFORCEMENT OFFICER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS, AND THE CITY OF DENISON, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A LAW ENFORCEMENT OFFICER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS, AND THE CITY OF DENISON, TEXAS.

RES 6584
POLICE OFFICERS
FOR HWY 75
IMPROVEMENTS
(FROM DENISON)

RESOLUTION NO. 6585 – AUTHORIZING EXECUTION OF A LAW ENFORCEMENT OFFICER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS, AND THE CITY OF HOWE, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A LAW ENFORCEMENT OFFICER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS, AND THE CITY OF HOWE, TEXAS.

RES 6585
POLICE OFFICERS
FOR HWY 75
IMPROVEMENTS
(FROM HOWE)

RESOLUTION NO. 6586 – AUTHORIZING EXECUTION OF A LAW ENFORCEMENT OFFICER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS, AND THE CITY OF VAN ALSTYNE, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A LAW ENFORCEMENT OFFICER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS, AND THE CITY OF VAN ALSTYNE, TEXAS.

RES 6586
POLICE OFFICERS
FOR HWY 75
IMPROVEMENTS
(FROM VAN ALSTYNE)

RESOLUTION NO. 6587 – AUTHORIZING EXECUTION OF A LAW ENFORCEMENT OFFICER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS, AND THE CITY OF POTTSBORO, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A LAW ENFORCEMENT OFFICER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SHERMAN, TEXAS, AND THE CITY OF POTTSBORO, TEXAS.

RES 6587
POLICE OFFICERS
FOR HWY 75
IMPROVEMENTS
(FROM POTTSBORO)

Jason Jeffcoat, Assistant Police Chief, said the Police Department was contacted about a month ago asking them to provide traffic control for lane closures on the Hwy 75 project. Zachry Construction said they will need about 9,000 total hours from law enforcement, to provide these services.

There needs will vary from 3 officers to 15 officers at a time for a full lane closure. Sherman is a smaller department and cannot fill all those positions.

Other local agencies were approached about providing officers under an interlocal agreement, for the construction project. Under these agreements, the respective City would pay their own officers, they would invoice the City of Sherman, who would then invoice Zachry Construction. Zachry would reimburse Sherman, and Sherman would reimburse the specific City. They are still finalizing the terms of the contract with Zachry.

Council Member Howeth confirmed that the City would not be paying for the additional officers, but would be reimbursed for the officers and the equipment.

Council Member Melton asked what the officers would be doing. Assistant Chief Jeffcoat said they would be providing traffic control only. They would be sitting in the vehicle with red lights flashing, diverting traffic for lane closures, in the construction area. She asked if they would be using their department's police vehicles.

Assistant Chief Jeffcoat said there would be an option to use a Sherman police vehicle, but if they do, the City would bill for the use of the vehicle too. The City will be reimbursed, through Zachry Construction, for \$16 per hour and the use of the City's vehicles.

Council Member Teamann confirmed that the officers would be used only for safety and not for traffic enforcement. Robby Hefton, City Manager, clarified that there would be no traffic enforcement "through those officers." Sherman officers will provide traffic enforcement.

Mayor Plyler encouraged citizens to slow down and consider alternate routes during the highway construction project.

ACTION TAKEN.

Motion by Council Member Teamann to adopt Resolution Nos. 6584, 6585, 6586, and 6587, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6588 – AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE MOORE STREET FROM WEST TRAVIS STREET TO PARK AVENUE PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH LYNN VESSELS

**RES 6588
MOORE STREET
CONSTRUCTION**

CONSTRUCTION, LLC BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE MOORE STREET FROM WEST TRAVIS STREET TO PARK AVENUE PROJECT.

Mr. Philpott said this resolution will award the bid for the construction of Moore Street, from West Travis Street north to Park Avenue. This phase only includes the west two lanes of a four-lane, median divided thoroughfare.

The engineering estimate was about \$2 million for the project. Three bids were received, with the lowest bid submitted by Lynn Vessels Construction, for \$1.3 million. The project should begin in March 2020 and be complete by August 2020.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6588, as presented. Second by Deputy Mayor Steele.
VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6589 – AUTHORIZING THE ACCEPTANCE OF CONVEYANCE DOCUMENTS FROM CALADIUM INVESTMENTS, LLC FOR THE CONVEYANCE AND ACQUISITION OF APPROXIMATELY 0.6092 ACRES OF LAND, MORE OR LESS, IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, PROPERTY BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE ACCEPTANCE OF CONVEYANCE DOCUMENTS FROM CALADIUM INVESTMENTS, LLC FOR THE CONVEYANCE AND ACQUISITION OF APPROXIMATELY 0.6092 ACRES OF LAND, MORE OR LESS, IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, PROPERTY BEING LOCATED IN THE CITY OF SHERMAN, COUNTY OF GRAYSON, STATE OF TEXAS.

ACTION TAKEN.

Motion by Council Member Teamann to table Resolution No. 6589, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED TO TABLE.

RESOLUTION NO. 6590 – AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEER SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR DESIGN OF THE SHERMAN

RES 6589
ROW ACQUISITION
FOR FM 1417
WIDENING PROJECT
(TABLED)

RES 6590
FIRST ST. TO
ROSEDALE SEWER

FIRST STREET TO ROSEDALE SEWER REPLACEMENT PROJECT

REPLACEMENT PROJECT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR DESIGN OF THE SHERMAN FIRST STREET TO ROSEDALE SEWER REPLACEMENT PROJECT.
CONSENT AGENDA.

RESOLUTION NO. 6591 – AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH GO PROPERTIES 7, LLC

RES 6591
DRAINAGE
AGREEMENT
(GOLDEN OWENS
ADDITION)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A DRAINAGE AGREEMENT WITH GO PROPERTIES 7, LLC.
CONSENT AGENDA.

OTHER BUSINESS

IMPACT FEES

RECEIVE IMPACT FEE PRESENTATION FROM JEFF WHITACRE, VICE PRESIDENT OF KIMLEY-HORN AND ASSOCIATES, INC.

Mr. Hefton said the staff started looking at impact fees several months ago. With the level of development that is going on and the other challenges that the State Legislature is imposing, it is probably time to consider implementing impact fees. He said impact fees are normal for developing cities, but it is a new concept for the City of Sherman.

Jeff Whitacre, Vice President of Kimley-Horn and Associates, Inc., explained that impact fees are a one-time fee for new development that helps a City pay for growth, and is not assessed on existing homeowners. It's for new development, new businesses, new growth, that put a demand on the system. It's a funding tool for infrastructure systems.

Mr. Whitacre said there are two types of infrastructure needs. There are existing needs and growth needs. Existing needs include maintenance and operations, which are usually paid from the General Fund and not intended for impact fees, and complete reconstruction, which are usually paid from Capital Funds. Growth needs are capital needs and have to deal with growth and capacity of the infrastructure.

He said infrastructure funding is important for growth because these costs greatly exceed traditional tax and fee collection rates in a fast-growing City. Federal and State funding no longer keeps up with the needs and funding mechanisms for infrastructure are limited in Texas. The logical assumption is that growth should pay for growth.

Components that must be addressed for an impact fee include land use assumptions, master infrastructure plans, capital improvement plans, service areas, service units, maximum fees, and the results. He discussed the data used to provide these components.

Impact fees for roads are limited to the corporate limits of the City and cannot include roads in the Extra Territorial Jurisdiction. They can be used for capital improvement planning, including design, construction, legal, fiscal, and right-of-way costs.

Mr. Whitacre discussed what types of costs are recoverable through an impact fee and what types are not recoverable. Costs that are not recoverable include capital improvements that are not identified in the CIP, operations and maintenance costs, improvements to remedy existing deficiencies, administrative and operational costs of the City, and not-CIP debt service. A City can fund projects, but not staff.

He added that funds collected within a service area must be spent on projects within the same service area within 10 years.

Sherman's water and sewer service area would probably be the entire City. The transportation service area is limited to a six-mile trip length, and cannot include the ETJ. He felt Sherman would probably have five transportation service areas. The drainage service area could be citywide and regional.

Mr. Whitacre discussed the definition of a service area and how the impact fees are calculated for each. The final calculation is total cost divided by growth. According to the State, a City can do a detailed credit calculation or take 50% of the amount. Ultimately the actual impact fee will be established by the City Council.

Once the impact fee is approved, the City can start charging, however, Mr. Whitacre said if someone has already platted the property, they have a year grace period. Mr. Hefton confirmed that if they have not platted, there is no grace period and the impact fee would be charged immediately.

There are some checks and balances for the program, and Mr. Whitacre said a Capital Improvement Advisory Committee is required but can be comprised of Planning and Zoning Commission Members.

He discussed results of the system, but ultimately it is to pay for infrastructure from growth in the community, through a predictable, equitable, consistent, and legal system of fees.

Mr. Whitacre said the process to enact impact fees generally takes between 9 and 12 months and would cost approximately \$150,000. This would include the study, setting up an advisory committee, reviewing the land use and master plan, the calculations, and holding two public hearings.

Mr. Hefton said, in terms of cost recovery, impact fees can also look back retroactively. There is a mechanism to recapture previous costs for a "reasonable" time period. The City has spent \$60 million in debt that has been issued over the last five

years, and there might be a portion of that money that could be recaptured.

Council Member Melton asked for clarification on how the City would “go back” and recapture past cost. Mr. Hefton said the City would add up all the costs that they want to recover, and the entire recovery is in the future. Past development would not be charged, but the cost would be recouped from future development.

Deputy Mayor Steele asked about current and past debt service. Council Member Teamann said impact fees are not a guaranteed payment structure, and asked if there are restrictions on how much could be taken out for bonds. Mr. Whitacre said impact fees are typically not used for bonds. A backup plan would be required for that.

To clarify, Mr. Hefton said the City would probably want any general debt issued be tax supported debt, which would ensure the best financing rate for that debt. They could use whatever source of repayment they wanted, but when it was issued, it should be tax supported.

Council Member Stevenson asked about the process to increase the impact fees at a later date. Mr. Whitacre said it would be updated the same way any other City ordinance is updated. The study itself should be updated every five years.

**RECEIVE COMMUNITY AND SUPPORT SERVICES MANAGER
NATE STRAUCH’S PRESENTATION REGARDING THE CITY OF
SHERMAN’S “QUALITY NEIGHBORHOODS PROGRAM”**

Nate Strauch, Community and Support Services Manager, presented an update on the Quality Neighborhood Program, which was established in 2018. Since that time, they have hired a crew to provide in-house demolitions.

**QUALITY
NEIGHBORHOOD
PROGRAM
UPDATE**

Chip Matthews was hired in May 2018 as the Neighborhood Quality Coordinator, to head-up the City’s substandard demolition program, take over substantial portions of the Community Development Block Grant, and to cross-train with code enforcement.

Equipment was purchased for the in-house demolition crew, including an excavator, skid-steer, dump truck, and trailer. These one-time purchases totaled \$490,000, but the estimated savings for the in-house demolition is approximately \$2,000 per property.

The goal is to tear down 100 substandard structures every year. At that rate, he felt within seven to ten years, they would be running out of substandard structures. With current data, demolishing 100 structures each year should cost approximately \$402,000, a little more than was anticipated. They had budgeted \$1,300 per house for tipping fees, but they are costing closer to \$1,700.

Mr. Strauch showed a map of demolitions that have been done in the last eight months. Most of the demolitions have been on the east side of Sherman, because those are older homes, but they are touching every portion of the City.

He showed before and after photos of several of the homes that have been demolished through the Quality Neighborhood Program.

Council Member Melton confirmed that the City is not only tearing down the house, but is taking a lot of additional trash to the landfill too. Mr. Strauch said typically these houses have outbuildings, junked vehicles, and refuse inside and outside the house. He said the goal is to get buildable lots.

Mr. Hefton said the staff would take photos of the houses that are now being built on these lots and provide an update to the Council during the Budget Work Session this year. The City is not only cleaning up the community, but these properties are being put back on the tax rolls. He said it is a great program and has been a great success. Mr. Strauch said over a dozen properties where they have torn down houses now have new homes on them.

Council Member Melton clarified that the City is tearing the structure down, cleaning up the lot, and making it a buildable lot, but the property owner still owns it and can sell it.

Deputy Mayor Steele said of the \$402,000 that the program is costing, the City is clearing these lots, the owner can sell it, and it goes back on the tax roll. He asked if there was any way for the City to recoup the cost. Chip Matthews, Neighborhood Services Superintendent, explained the procedure if there was a tax lien on the property.

Mr. Strauch said many times these houses have absentee ownership. Council Member Melton confirmed that they are contacting the owner before the house is demolished.

Deputy Mayor Steele asked if there was a way to put the City's cost on the lot. Brandon Shelby, City Attorney, said it was a policy decision to not try to recover the cost. The City can ask for a civil penalty to be assessed, but that would deter voluntary compliance. He said probably 99% of the houses that are being demolished, are through voluntary compliance.

Mr. Strauch said the goal of the program was not to get paid for tearing the houses down, but to get them down quickly. The end goal is to have new houses built on the lots. He said it would be great if the program paid for itself, and there are some cost savings that are being realized that are helping pay for the program.

Mr. Hefton said, right now, the City has a great rate of voluntary compliance. However, at some point in the future, if, somewhere in the 700 additional houses that have been

identified for the program, that becomes a problem, and the City needs to get a court order for compliance, they might want to assess a fee. It is a policy decision.

Mr. Shelby added that, if a property is rebuilt, the City does recover taxes over time. If a property owner can't afford to keep a property up, they probably can't afford to pay the taxes either.

Deputy Mayor Steele confirmed that 70 houses have been demolished in the last eight months. Mr. Strauch said it takes about 11 years to recoup the City's cost through property taxes alone. He said the process was used to take the demolitions through the court instead of before the City Council.

Council Member Stevenson asked how many times the City has identified a house and it has been remediated by the property owner. Mr. Matthews said that has happened four out of 150 times.

In review, Mr. Strauch said the City has decreased their cost per structure, with one-fourth of the ongoing costs paid by the Federal government. The pace has also quickened from three to four houses per month to five to seven per month, and they are not working under contractor timeframes. The crew has also been used for several City demolitions.

Within eight months, the City has saved about \$41,000 versus the same number of demolitions using outside contractors. The program is working and paid the salary for one plus full-time employee. He felt eventually two or three of the positions will be fully funded by the savings. He added that over 20 structures have already been signed over and are awaiting demolition. There are more than 750 houses that are still out there that have not been approached.

Council Member Melton confirmed that property owners are actually coming to the City to request this assistance. Council Member Howeth confirmed that the City is working with the Fire Marshall on a plan to remove burned out houses. Council Member Teamann confirmed that six of the substandard structures have caught fire this year.

Mr. Matthews said that court ordered demolitions take priority over everything, and said he is currently 38 behind. Mr. Strauch said if the judge orders an abatement, the City's hands are tied and the order needs to be followed.

Council Member Teamann said he would like the staff to focus on commercial property. Mr. Strauch said a problem with commercial property is asbestos abatement. Mr. Hefton said some cities try to recover their costs on the demolition of commercial properties. Mr. Strauch added that the demolition of residential property is much cheaper than the demolition of commercial property.

CONSIDER CALLING A SPECIAL MEETING OF THE CITY COUNCIL FOR A TRAINING WORKSHOP TO BE CONDUCTED BY E. ALLEN TAYLOR, JR., FOUNDING PARTNER OF TAYLOR, OLSON, ADKINS, SRALLA AND ELAM, LLP ON WEDNESDAY, FEBRUARY 12, 2020

SET CALLED MTG
PLANNING &
ZONING TRAINING
(FEB. 12, 2020)

Mr. Hefton said this meeting would be for the Council's annual training and would include updates as well as different items for discussion.

ACTION TAKEN.

Motion by Council Member Melton to schedule a Called Meeting of the City Council for February 12, 2020, at 11:00 a.m., for a Training Workshop, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

SITE PLAN AND VARIANCE APPROVAL TO ORDINANCE NO. 2252, ARTICLE IV, SECTION 410 (2)(J) AND (2)(G)(2) FOR A GLOBITECH POWER GENERATION FACILITY AND IMPROVEMENTS WITH A 10' REAR SETBACK IN LIEU OF THE REQUIRED 55.7' IN THE BLALOCK INDUSTRIAL PARK AT 200 WEST F.M. 1417 (HERITAGE PARKWAY)

APPROVE SITE PLAN
& VARIANCE FOR
GLOBITECH POWER
GENERATION
FACILITY

The City Council approved the Site Plan and Variance to Ordinance 2252, Article IV, Section 410 (2)(j) and (2)(g)(2) for a GlobiTech Power Generation Facility and improvements with a 10' rear setback in lieu of the required 55.7' at 200 West F.M. 1417, which is in the Blalock Industrial Park.

The project would improve the quality and reliability of the power system serving the GlobiTech Facility. During 2017, GlobiTech experienced 15 utility outages and was told the utility had done everything they could to improve reliability of the distribution feeders serving the facility.

The generation equipment will be capable of operating in parallel with the utility or in island mode, disconnected from the utility. The equipment will be natural gas fueled engine generators and will operate less than 200 hours per year. The proposed layout has chain link fencing and a small portion of the spare transformer located within the setback area requiring a variance.

CONSENT AGENDA.

REPLAT APPROVAL OF BLUEBONNET PETZ ADDITION, BEING A REPLAT OF ALL OF LOTS 8 & 9, BLOCK 1 OF THE PRESTON MEADOWS SUBDIVISION IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION (ETJ), BEING ALL OF LOTS 8 & 9, BLOCK 1, PRESTON MEADOWS SUBDIVISION, CONTAINING 2.926 ACRES IN THE ROBERT ATCHISON SURVEY, ABSTRACT NO. 28; MATTHEW PETZ, OWNER, AND CBG SURVEYING TEXAS, LLC, SURVEYOR (59 AND 101 BLUEBONNET LANE)

APPROVE REPLAT
BLUEBONNET PETZ
ADDITION (ETJ)

COUNCIL MINUTES – FEBRUARY 3, 2020

The City Council approved a Replat of Bluebonnet Petz Addition, in the Preston Meadows Subdivision, in the City's Extra Territorial Jurisdiction. The 2.926 acre tract is located at 59 and 101 Bluebonnet Lane, east of SH 289 and south of SH 56.

The owner recently purchased the property next door to his and would like to move the lot lines enlarging one of the 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

PARKS AND RECREATION ADVISORY BOARD (3)
ACTION TAKEN.

Motion by Council Member Teamann to reappoint Michael Waitt for a term from November 17, 2019 to November 17, 2021; to reappoint Michael Kelly to a term from December 19, 2019 to December 19, 2021; and to appoint Michele Casey to a term from February 4, 2020 to February 4, 2022, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

PARKS & REC
ADVISORY BOARD

COUNCIL COMMENTS

WORLD READ ALOUD DAY

Council Member Melton said February 5, 2020, is "World Read Aloud Day" and she encouraged everyone to read aloud, or to visit one of the schools and read to the children.

WORLD READ
ALOUD DAY

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Coffee With the Mayor will be held on February 7, 2020, at 8:00 a.m., at St. Mary's School. There will be a very special program.
- On February 12, 2020, at 7:00 p.m., the Temptations Revue featuring Nate Evans will be held in Kidd-Key Auditorium as part of the Black History Month festivities.
- Sherman Main Street Committee will host their annual Mardi Gras Celebration on February 22, 2020, in Downtown Sherman.

ANNOUNCEMENTS

EXECUTIVE SESSION – IN ACCORDANCE WITH CHAPTER
551, GOVT. CODE, V.T.C.S., (OPEN MEETINGS LAW)

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE,

EXECUTIVE SESSION

VERNONS 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: 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

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 6:10 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:46 p.m. and reconvened in Open Meeting.

OPEN MEETING

Reconvene into Open Meeting and take action, if any, on items discussed in Executive Session.

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:47 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



Impact Fees 101

City of Sherman

February 3, 2019

Overview



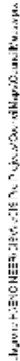
- Impact Fee Basics
- Infrastructure Funding
- Impact Fee Components
- Schedule and Fee
- Feedback and Discussions

Impact Fee Basics



- What Are They?
 - One-time fee assessed to recover infrastructure costs required to serve new development
 - Governed by Chapter 395 of the Texas LGC
- Why impact fees?
 - Provides an additional funding tool for infrastructure systems
 - Provides for the orderly growth of the community
 - Allows for a balanced funding combination that recognizes the benefits of growth

• Who uses them?



Infrastructure Funding



- What are the funding needs?
- Existing Need
 - Maintenance (SUMP)
 - Operations
 - Complete Reconstruction (Capital)
- Growth Needs
 - Capital

Impact Fees

Infrastructure Funding



- Why is this important for growth?
 - Infrastructure costs greatly exceed traditional tax and fee collection rates in fast-growing cities
 - Dallas 1% vs. 10% Growth
 - Federal / State funding no longer keeps up with need
 - Texas law does not allow for growth management or concurrency (Oregon and Florida examples)
 - Funding mechanisms for infrastructure (especially transportation) are limited in Texas
 - 'Growth should pay for Growth' is logical & reasonable

Impact Fee Components

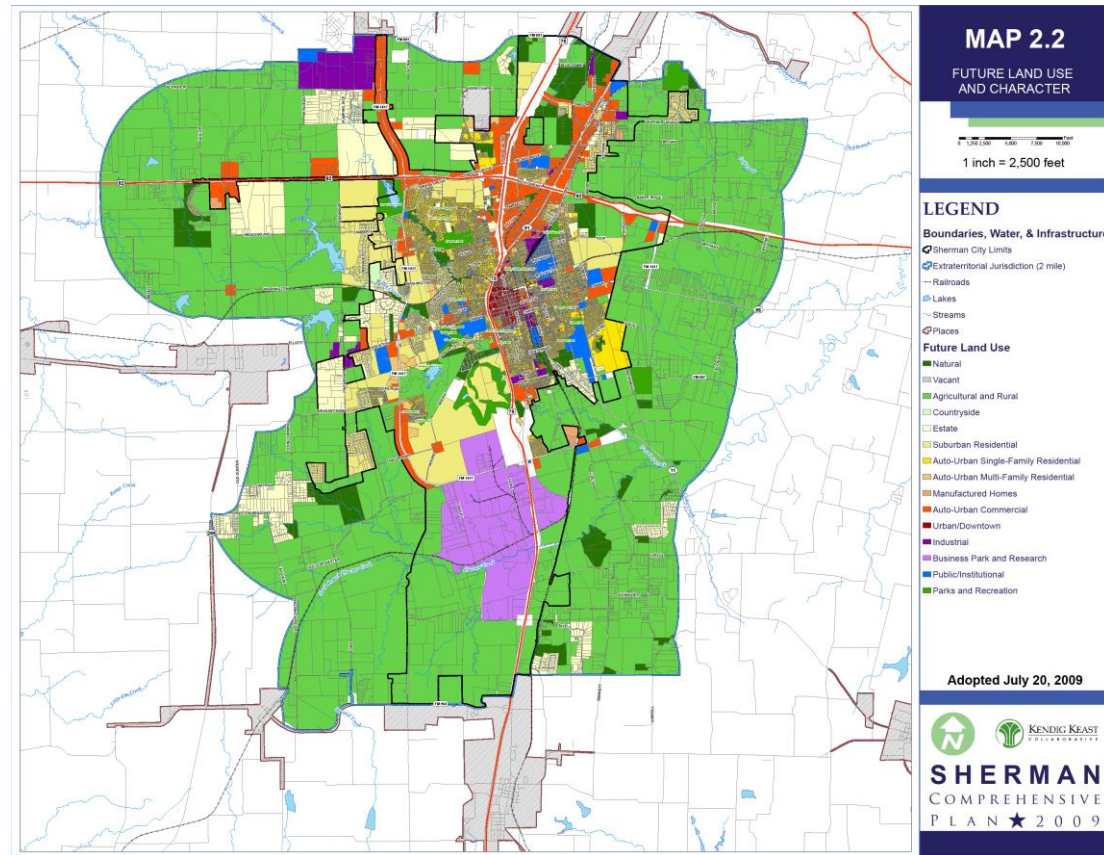


- Land Use Assumptions
- Master Infrastructure Plans
- Capital Improvements Plan
- Service Areas
- Service Units
- Maximum Fee
- Results

Land Use Assumptions



- Land Use Assumptions
 - Establishes Infrastructure Demands and Master Plans (20 years)
- Population and Employment Projections
- Sherman's Future Land Use Map

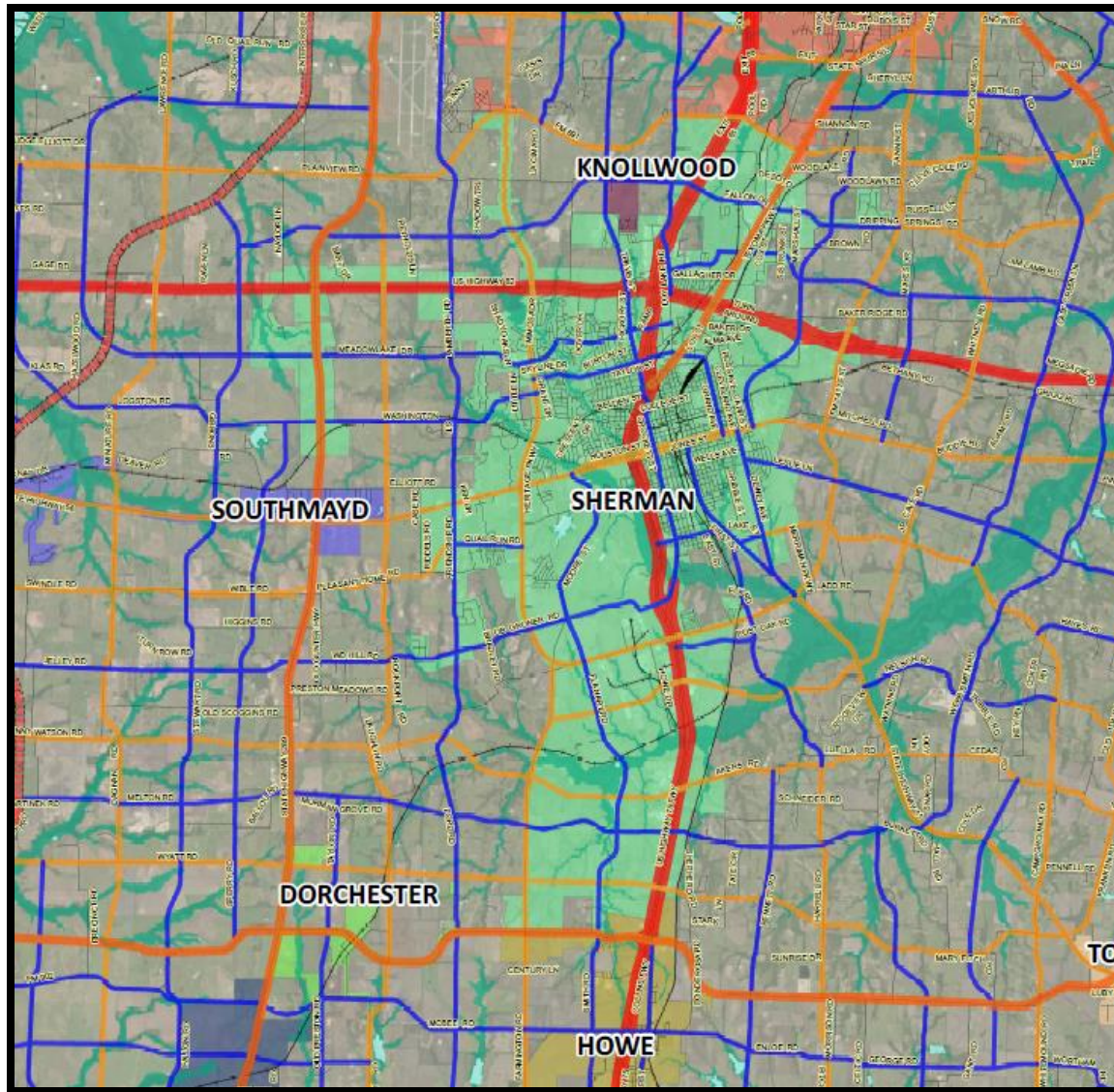


Infrastructure Plans



- Infrastructure Master Planning
 - Water (Service Area: Citywide)
 - Does not exist
 - Sewer (Service Area: Citywide)
 - Does not exist
 - Roadway (Service Area: 6 mile limit)
 - 2009 Comprehensive Plan
 - Multiple service areas within Sherman (6 mile limit)
 - Limited to Corporate Limits for roadway facilities
 - Cannot include ETJ for roadway facilities
 - Drainage

Thoroughfare Plan



Grayson County
Thoroughfare Plan 2018 Update
Sherman-Denison Metropolitan Planning Organization

Impact Fee CIP



- Capital Improvement Planning
 - Design, Construction, Legal, Fiscal, ROW, etc.
 - 5-yr CIP vs. 10-yr Impact Fee CIP
 - Completed, Underway, and Future Projects
 - Development Ordinances
 - Zoning
 - Development Rules and Regulations
 - Construction Standards and Details
 - Impact Fee Ordinance

Impact Fee CIP



- What Costs Are Recoverable?
 - Construction, Planning, Surveying, and Engineering
 - Land Acquisition and Associated Costs
 - Capital Imp. Planning and/or Financial Consulting
 - Projected Interest and Finance Costs
 - Local Share for State and Federal Roadways

Impact Fee CIP



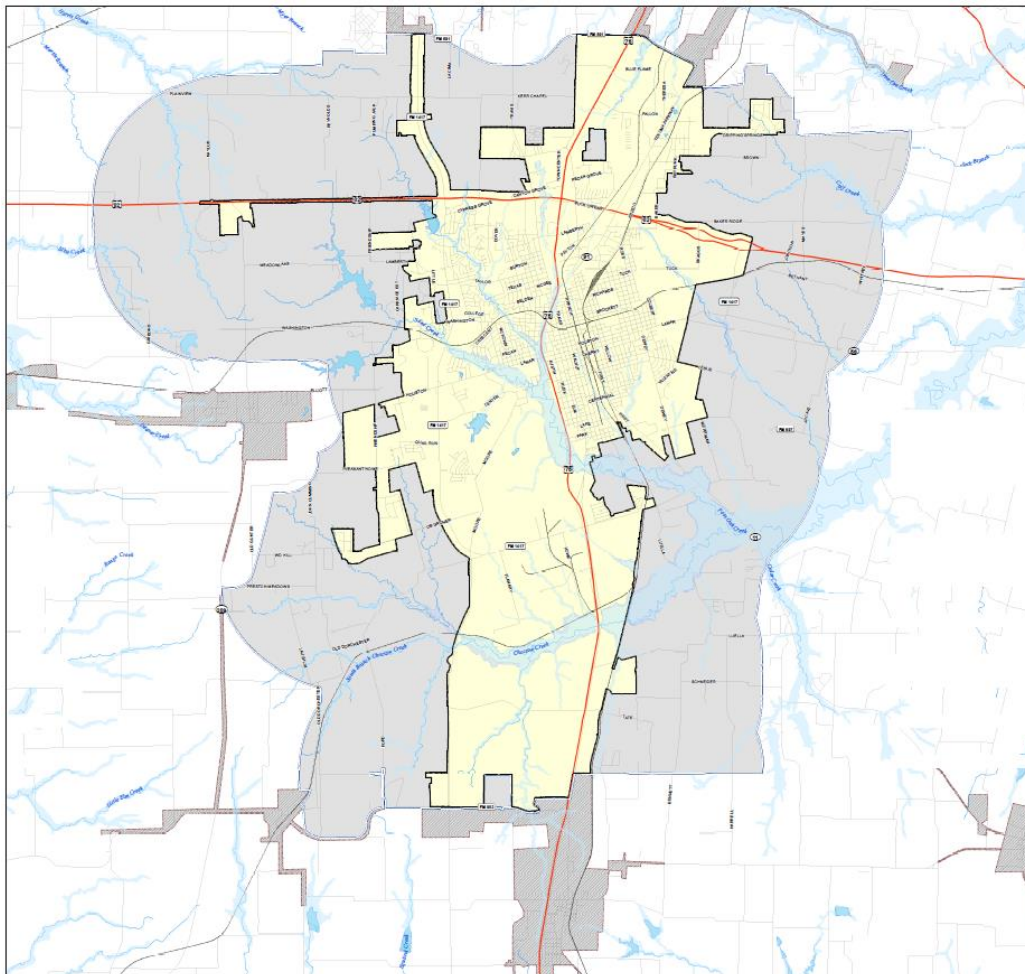
- What Costs Are Non-Recoverable?
 - Capital Improvements NOT Identified in the CIP
 - Operations and Maintenance Costs
 - Improvements to Remedy Existing Deficiencies
 - Administrative and Operational Costs of the City
 - Non-CIP Debt Service

Service Areas



- Funds collected within a service area must be spent on projects within the same service area within 10 years
- Water (Service Area: Citywide)
- Sewer (Service Area: Citywide)
- Transportation - 6 mile trip length limit
 - ◆ Limited to Corporate Limits for roadways; Cannot include ETJ
 - ◆ Fort Worth = 27 Areas; Fate = 1 Area
 - ◆ Sherman - 5
- Drainage (Service Area: Citywide & Regional)

Service Areas Water & Wastewater



MAP 1.1

STUDY AREA

1 inch = 2,500 feet

LEGEND

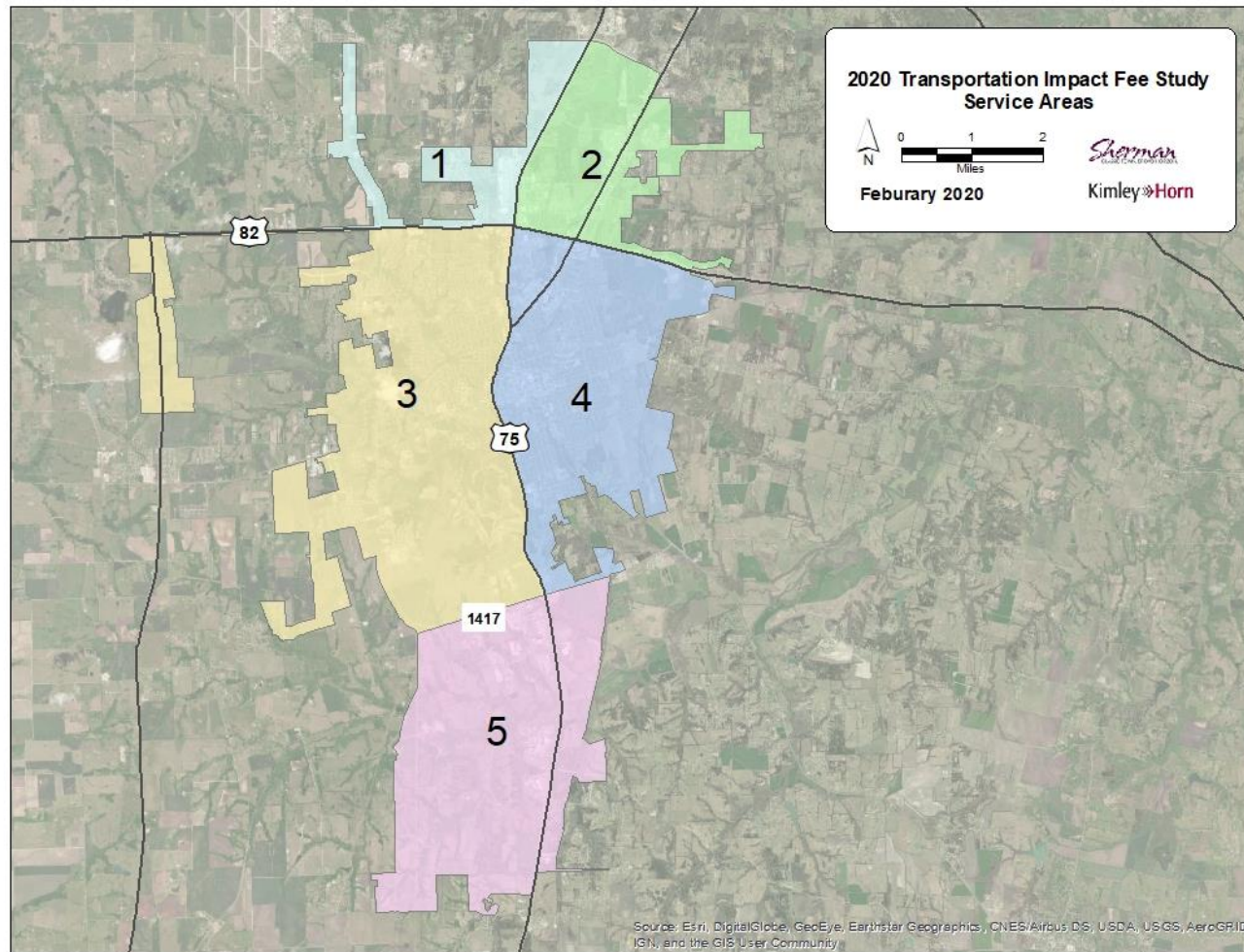
- 100-year Floodplain
- 500-year Floodplain
- Sherman City Limits
- Extraterritorial Jurisdiction (2 mile)
- Places
- Lakes
- Streams
- Railroads

Adopted July 20, 2009



SHERMAN
COMPREHENSIVE
PLAN ★ 2009

Service Areas Roadway



Service Units



- Chapter 395 “**Service unit**” definition
 - Standardized measure of consumption 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
- Roadway utilizes vehicle miles - One vehicle to travel one mile
- Water and wastewater utilize standard water meter (5/8”x3/4”)
 - Standard water meter equates to one (1) service unit, all larger meters are some equivalent number of service units based on meter capacity

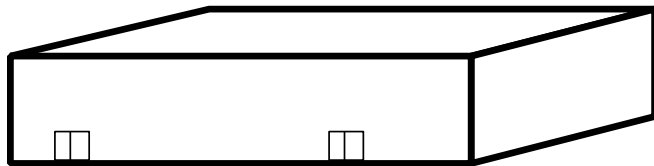
Service Units



Trips	0.99 Vehicles (PM Peak) <i>(ITE Trip Generation)</i>
X Trip Length	3 Miles (Service Area Radius)

Vehicle-Miles

2.97 Vehicle-Miles

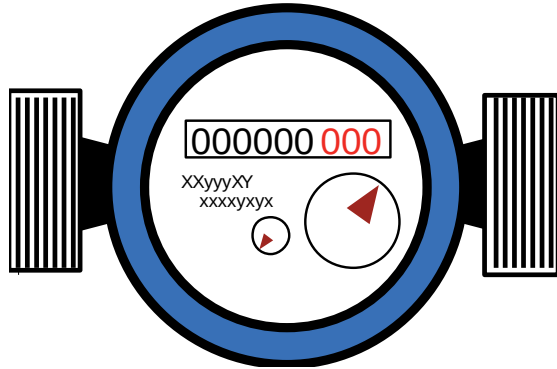


Trips	3.73 Vehicles (PM Peak) <i>(ITE Trip Generation)</i>
Reduction for Pass-by Trips	34% <i>(ITE Trip Generation Handbook)</i> 2.46 Vehicles (PM Peak)
X Trip Length	3 Miles (Service Area Radius)*
Vehicle-Miles	7.38 Vehicle-Miles

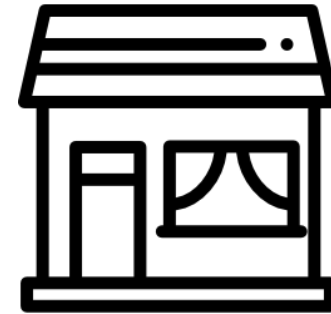
Service Units



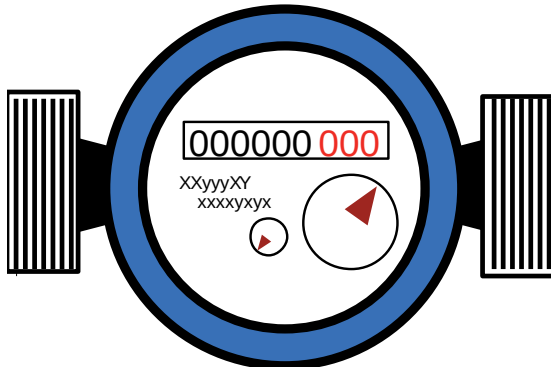
5/8" x 3/4"



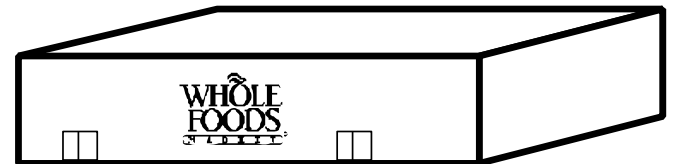
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2"



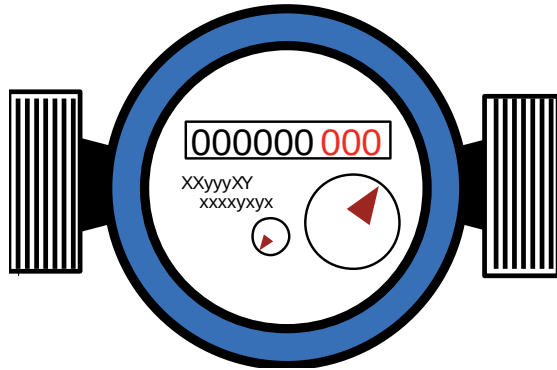
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Service Units

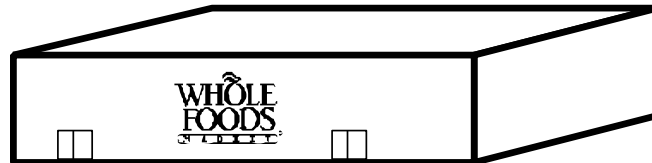
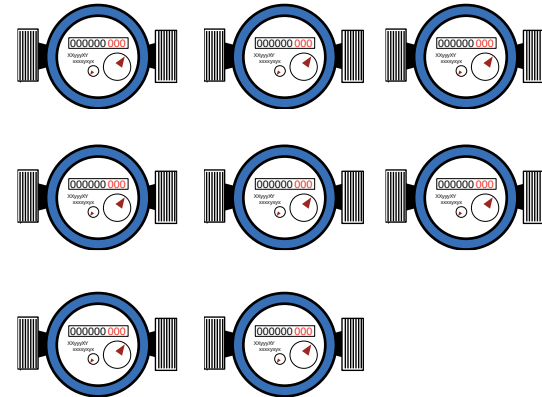


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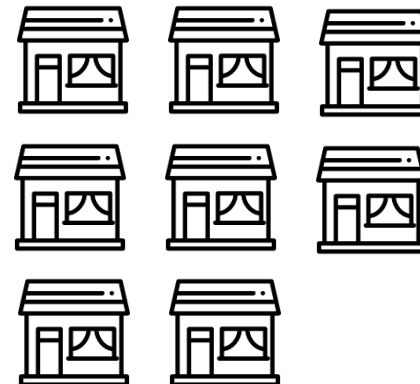


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5/8" x 3/4"



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Maximum Fee



- How are Impact Fees Calculated?
 - Land Use and Population Projections
 - Master Plan Infrastructure Requirements
 - Develop 10-Year Impact Fee CIP
 - Remove costs associated with existing development and growth at 10+ years
 - Calculate Pre-Credit Max Assessable Impact Fee
- Credit Calculation or 50% of the Max

$$\text{Impact Fee Per Service Unit} = \frac{\text{Recoverable Cost of the CIP (\$)}}{\text{New Service Units}}$$

Maximum Fee



- Why Calculate the “Maximum Assessable” Impact Fee?
 - Engineer Provides Maximum Allowable
 - Credit Calculation Discounts Maximum Allowable
 - City Council Establishes Actual
- Once the Impact Fee is Calculated, Can It Be Charged Immediately?
 - Procedures (Chapter 395, Subchapter C)

Putting the Pieces Together ...



CEDAR HILL **Impact Fee Calculation Worksheet**
City of Cedar Hill, Texas

Development Name:

Applicant:

Legal Description (Lot, Block):

Case Number: Date:

Worksheet Last Updated: 10/06/07

Service Area (select from list):
 Date of Plat Approval:

ROADWAY IMPACT FEE CALCULATION:

Land Uses (select from list):	Development Unit:	# of Units:	Impact Fee Per Development Unit:	Roadway Impact Fee:
Single-Family Detached Housing	Dwelling Unit		\$ 2,331.08	\$ -
TOTAL ROADWAY IMPACT FEE:			\$	\$ -

WATER IMPACT FEE CALCULATION:

Meter Size / Type (select from list):	# of Meters:	Impact Fee Per Meter:	Water Impact Fee:
3/4" Simple		\$ 1,860.00	\$ -
TOTAL WATER IMPACT FEE:			\$ -

WASTEWATER IMPACT FEE CALCULATION:

Note: Wastewater Impact Fee calculated based upon number of domestic water meters - do not include irrigation meters.

Meter Size / Type (select from list):	# of Meters:	Impact Fee Per Meter:	Wastewater Impact Fee:
3/4" Simple		\$ 799.00	\$ -
TOTAL WASTEWATER IMPACT FEE:			\$ -

TOTAL IMPACT FEE: \$ -

Results



- Are There Any Checks and Balances?
 - Independent Licensed Professionals Prepare:
 - Land Use Assumptions
 - Master Plans
 - Capital Improvement Plans
 - Maximum Assessable Impact Fee Calculations
 - Capital Improvements Advisory Committee (CIAC)
 - Chapter 395.058 provides the CIAC role and makeup (typically P&Z)

Results



- Develop a system that is:
 - **Predictable**; for the development community and City
 - **Equitable**; equal development should pay an equal fee
 - **Transparent**
 - **Flexible**; funds collected need to be used to add capacity to the system, not sit in a bank or in a location where they aren't needed
 - **Legal**; compliant with proportionality rules
 - **Consistent** with the City's overall goals (Growth paying for Growth) and objectives for growth – perhaps even encourage development where infrastructure already exists
 - **Faster Development Process**: Predictability and consistency reduces negotiation time and shortens the process.

Results



- Keys to a Successful Project
 - Defensible, Up-to-date Master Plans
 - City Manager and Council Support
 - Stakeholder Involvement
 - Real Estate Council, Chamber of Commerce, Builders Association, Neighborhood Associations, etc.
 - Collective Understanding of the Project Goals and Objectives by Citizens, Developers, and City Staff
 - **Good comparison data**

Schedule & Fee



- Schedule: 9-12 Months
 - Time to set up Advisory Committee (1-month)
 - Review Land Use and Master Plan (3-4 months)
 - Calculations (2-3 months)
 - Two Public Hearing (3-4 months)
- Fee: \$150,000 (estimated based on current scope)

Questions?

Jeff.Whitacre@kimley-horn.com

John.Atkins@kimley-horn.com

**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 CONSULTANTING
SCHEDULE PROPOSAL
CITY OF SHERMAN**

Tasks 1 thru 5 will be completed within six (6) 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. Additional services, if desired by the City, will be performed in a timely manner upon authorization by the City.



Quality Neighborhoods Program

An Update





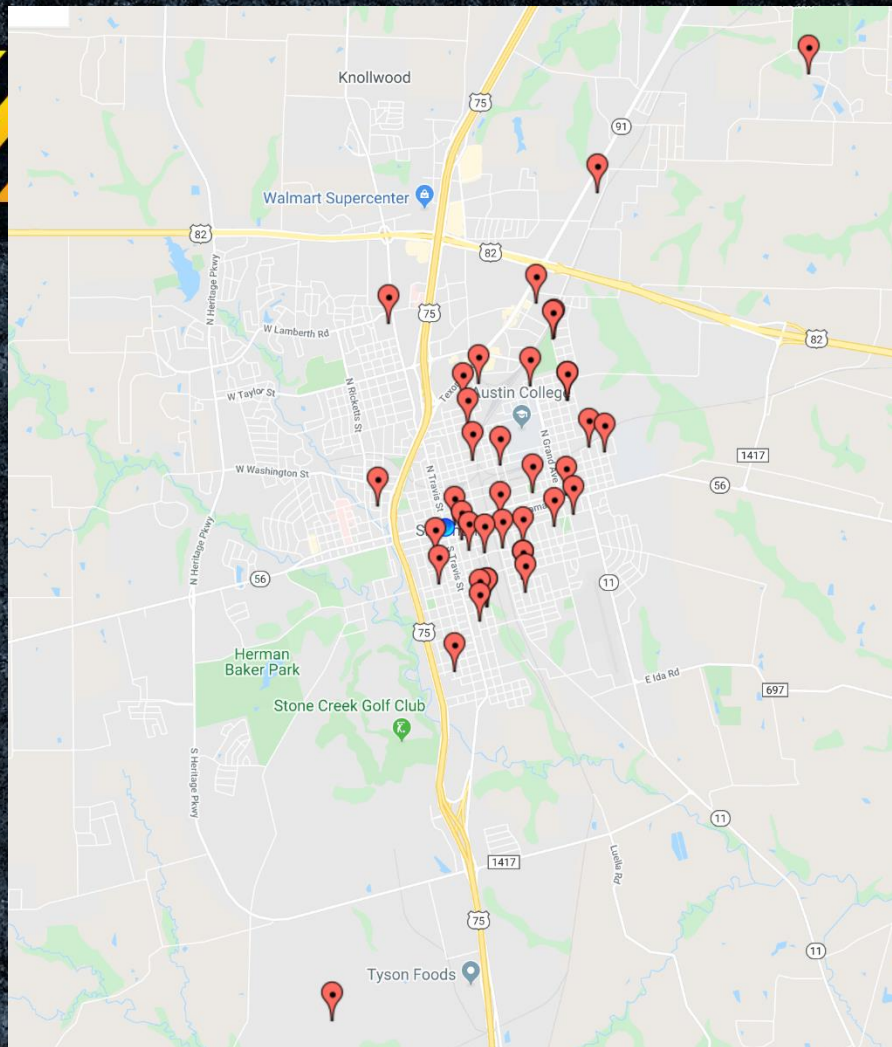
A Review

- Council approved the hiring of a “Neighborhood Quality Coordinator” during the March 19, 2018 meeting
- NQC was to head-up the City’s substandard demolition program, take over substantial portions of the CDBG, and cross-train with code enforcement
- Sherman hired Chip Matthews to fill the role effective May 1, 2018
- In January of 2019, Council authorized spending excess sales tax revenue to build an internal demolition crew
- Crew was hired in March-April



What We Hoped vs. What Has Transpired

- “Equipment including an excavator, skid-steer, dump truck, and trailer could be paid for with cash (\$425k) from windfall sales taxes, or leased”
 - One-time equipment purchases totaled \$490k
- “The estimated cost savings to the City would be approximately \$2,000 per property – more on larger houses, less on smaller homes”
 - Average has decreased from $\approx$ \$6000/ to \$4028
- “The total cost of the crew would be approximately \$375k per year to tear down 100 houses”
 - With 8 months of data, 100 structures each year should cost the City approximately \$402k



1610 E. Nall St.



734 S. Elm St.



1527 E. Lamar St.



404 N. Colbert St.



5313 Arroyo Tr.



512 N Willow St.



08.06.2019 14:24

511 Burdette St.



4923 S. Flanary Dr.



1400 N. Grand St.



12.19.2019 14:36



A Review

- Costs per structure have decreased
 - ¼ of ongoing costs are paid by Feds
- Pace has quickened
 - From 3-4 houses each month to 5-7
 - No longer beholden to contractor timeframes
 - Crew has also performed several City demos
- Council's decision has saved the city approximately \$41,000 to date and resulted in dozens of extra demolitions
 - Savings thus far pay the salary 1+ FTE
- 20+ structures awaiting demolition, 750+ remaining



FIN



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 02/17/2020

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6283

Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of F.M. 1417 in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency

Issue:

The Texas Department of Transportation (TxDOT) is requesting speed limit changes on F.M. 1417 in Sherman's city limits, for the duration of their construction activities on Project No. STP 1902(268).

Background:

Construction of the F.M. 1417 Widening project is to begin this March. With ongoing construction and traffic reroutes, TxDOT has deemed it necessary to reduce the speed limit within the construction limits until the completion of the project. The speed will be reduced from 55 MPH to 45 MPH on F.M. 1417 from approximately 0.25 miles north of U.S. Highway 82 to approximately 0.25 miles south of State Highway 56.

Origination:

Texas Department of Transportation

Financial Consideration:

None

Staff Recommendation:

It is recommended that TxDOT's recommended speed limits be approved for construction purposes.

Alternatives:

As may be directed by the City Council

Attachments

Ordinance No. 6283

Aerial Location Map

ORDINANCE NO. 6283

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ESTABLISHING MAXIMUM, REASONABLE AND PRUDENT RATES OF SPEED ON CERTAIN PORTIONS OF F.M. 1417 IN THE CORPORATE LIMITS OF SHERMAN, GRAYSON COUNTY, TEXAS; FIXING PENALTIES FOR VIOLATION THEREOF; DECLARING AN EMERGENCY; 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.

WHEREAS, by authority and direction of the City Council of the City of Sherman, Texas, the Traffic and Operations office of the Texas Department of Transportation to determine the maximum, reasonable and prudent speeds for vehicles traveling upon the following named streets and highways and parts thereof, to facilitate the most effective use of said streets and highways and the safe and effective movement of vehicular traffic thereon;

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

SECTION 1. That no person shall drive a vehicle upon a public road, street and highway in the City of Sherman, Texas, at a speed greater than is reasonable and prudent under the conditions and circumstances then existing. Except when a special hazard exists that requires lower speeds for compliance with the above requirement, the limits hereinafter set out shall be lawful; but any speed in excess of the limits hereinafter set out for the streets and highways and portions thereof to which they apply shall be prima facie evidence that the speed is not reasonable or prudent:

On F.M. 1417 from approximately 0.25 miles north of U.S. Highway 82 to approximately 0.25 miles south of U.S. Highway 56, a speed limit of forty-five (45) miles per hour at all times until the completion of Texas Department of Transportation Federal Aid Project No. NH2020 (008) as evidenced, which is hereby approved by the Texas Department of Transportation.

SECTION 2. That any person violating the provisions of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a work zone fine not exceeding TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00).

SECTION 3. That the fact that present traffic regulations are inadequate to control traffic in the area covered by this ordinance creates an emergency which is here and now declared, and all rules and regulations providing for the reading of this ordinance is passed as an emergency measure and shall be in full force and effect from and after its passage and publication and after the installation of speed limit signs.

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:

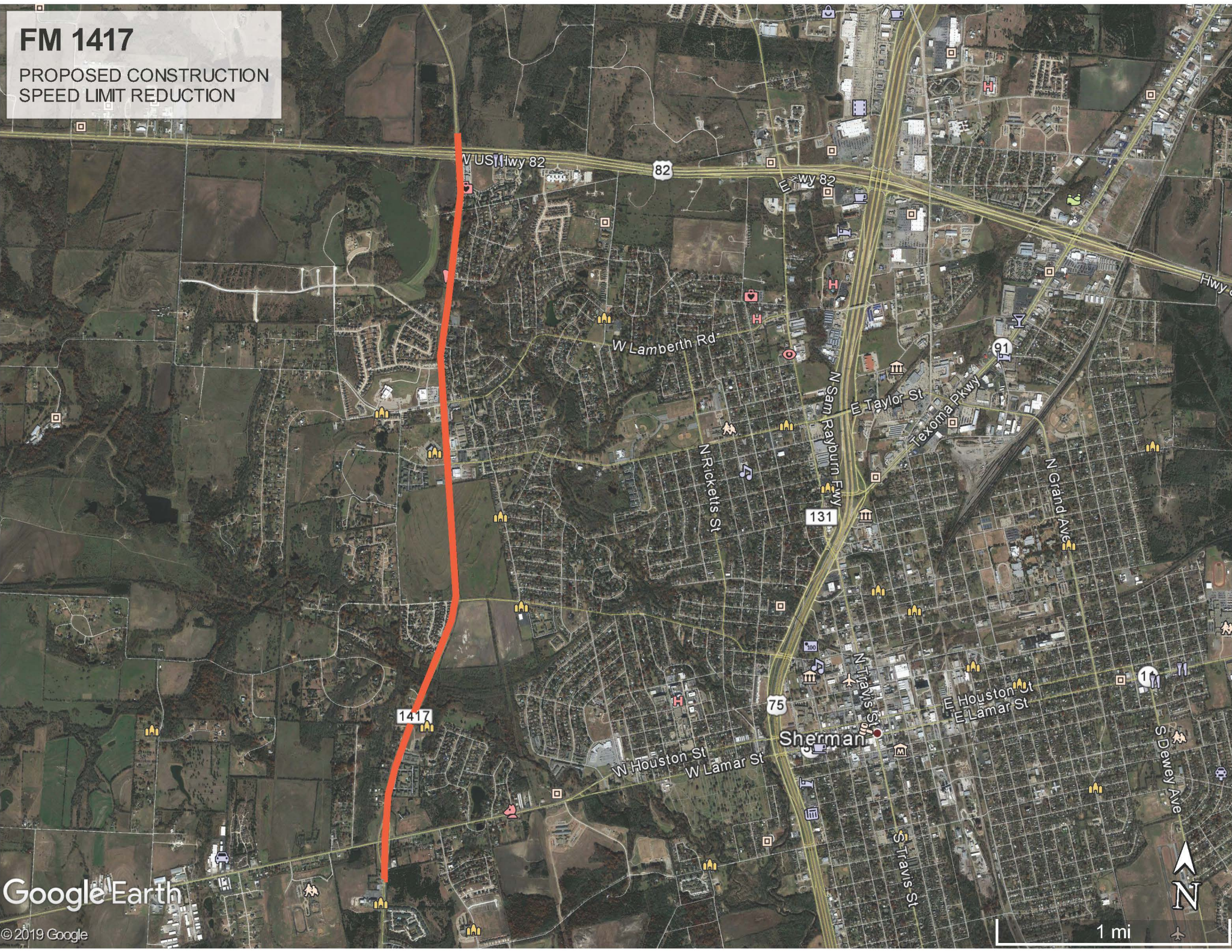
BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

FM 1417

PROPOSED CONSTRUCTION
SPEED LIMIT REDUCTION





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 2.

Meeting Date: 02/17/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6283

Issue:

- C. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6283**
Establishing Maximum, Reasonable and Prudent Rates of Speed on Certain Portions of F.M. 1417 in the Corporate Limits of Sherman, Grayson County, Texas; Fixing Penalties for Violation Thereof; Declaring an Emergency
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 3.

Meeting Date: 02/17/2020

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. 7. * RESOLUTION NO. 6600

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

D. 8. * RESOLUTION NO. 6601

Abandoning a Portion of Three (3) Twenty Foot (20') Sanitary Sewer Easements located in Lot 1, Block 1 of Block One, Independence Square Addition, Section Three, Volume 10, Page 11, Plat Records, Grayson County, Texas, and being more particularly described as Parcel 1 and Parcel 2 on the Exhibit "A" attached hereto and made a part hereof for all purposes, which Sanitary Sewer Easements are recorded in Volume 10, Page 11 of the Plat Records, Volume 865, Page 640 and Volume 1440, Page 710 of the Deed Records of Grayson County, Texas

D. 9. * RESOLUTION NO. 6602

Authorizing Execution of an Encroachment Easement to Phillip A. Tillett and Devera L. Tillett for the Encroachment of a Single Family Residential Structure within the Platted Public Utility Easement running along the west side of Lot 3, Block 3 of the Replat of Lot 1 thru 5, Block 2 Inclusive and all of Block 3, Bright Star Addition, locally known as 709 West Lamberth Road in the City of Sherman, Texas

D. 10. * RESOLUTION NO. 6603

Authorizing Execution of an Agreement with Jose Tobar and Jovani Menjivar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1808 East Alma Avenue within City of Sherman Reinvestment Zone, Number Ten (#10)

E. 1. *** REQUEST TO ADVERTISE**
Utility Relocation of BNSF Waterline

F. 3. *** OTHER BUSINESS**
Approve Quarterly Investment Report for Quarter Ended December 31, 2019

F. 4. *** OTHER BUSINESS**
Consider Request of Grayson Honors College and the Grayson County Law Enforcement Association to Temporarily Close Certain Streets for the 7th Annual "Beat the Heat 5K" run on Saturday, April 25, 2020 with an alternate rain date of Saturday, May 2, 2020



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 02/17/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6594

Finding and Determining a Public Purpose and Public Necessity Exists for Construction of Texas Department of Transportation (TxDOT) and City Project FM 1417 Widening Project, Phase II from S.H. 56 to West Travis Street; Appointing an Appraiser and Negotiator as Necessary; Authorizing the City Manager to Establish Just Compensation for the Property Rights to be Acquired; Authorizing the City Manager to Take all Steps Necessary to Acquire the Needed Property Rights in Compliance with All Applicable Laws and Regulations

Issue:

To consider granting authority to negotiate for property rights on TxDOT's and the City's Right-of-Way Project, FM 1417 Widening Project, Phase II from S.H. 56 to West Travis Street and, if necessary, to begin condemnation proceedings

Background:

The design and documents for FM 1417 Widening Project, Phase II were prepared and acquisition steps have begun as development occurs on the affected properties. While preliminary contacts with certain property owners have been successful, it is expected for negotiations with certain property owners to be unsuccessful in obtaining the Rights-of-Way documents. It is anticipated that these property owners will not execute documents for this project. To prevent any undue delay in the project, City Council's authorization to negotiate, make final offers, employ an appraiser and, if necessary, begin condemnation proceedings as required by law is requested.

Origination:

Engineering Department

Financial Consideration:

Property acquisition costs, along with costs for appraisals, surveys, maps and photos.

Staff Recommendation:

Staff recommends approval.

Alternatives:

As may be directed by the Council

Attachments

Resolution No. 6594

Aerial Location Map

RESOLUTION NO. 6594

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, FINDING AND DETERMINING A PUBLIC PURPOSE AND PUBLIC NECESSITY EXISTS FOR CONSTRUCTION OF TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) AND CITY PROJECT FM 1417 WIDENING PROJECT, PHASE II FROM S.H. 56 TO WEST TRAVIS STREET; APPOINTING AN APPRAISER AND NEGOTIATOR AS NECESSARY; AUTHORIZING THE CITY MANAGER TO ESTABLISH JUST COMPENSATION FOR THE PROPERTY RIGHTS TO BE ACQUIRED; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ACQUIRE THE NEEDED PROPERTY RIGHTS IN COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS; 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, the City Council of the City of Sherman, Texas has previously authorized the employment of H.W. Lochner, Inc. to plan for the construction of the FM 1417 Widening Project, Phase II from S.H. 56 to West Travis Street; and

WHEREAS, this project was recommended by the City staff in order to provide a four-lane divided thoroughfare through F.M. 1417 from State Highway 56 to West Travis Street and recommended the acquisition of all necessary property rights; and

WHEREAS, the City Council has considered the FM 1417 Widening Project, Phase II from S.H. 56 to West Travis Street and has determined that a public purpose and public necessity exists for the acquisition of all necessary and appropriate property rights for the FM 1417 Widening Project, Phase II from S.H. 56 to West Travis Street; and

WHEREAS, the City Council has funded and approved the FM 1417 Widening Project, Phase II from S.H. 56 to West Travis Street;

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

SECTION 1. That the City Council hereby finds and determines that a public purpose and public necessity exists for the City of Sherman to acquire all necessary and appropriate property rights in those certain lots, tracts, or parcels of land deemed necessary for the construction of the FM 1417 Widening Project, Phase II from S.H. 56 to West Travis Street and does further determine the public purpose and public necessity of the City of Sherman acquiring said property together with all necessary and appropriate appurtenances, additions and improvements on, over, under and through those certain lots, tracts and parcels of land.

SECTION 2. That the City Manager or his designee is authorized and directed to acquire all appropriate property rights for the FM 1417 Widening Project, Phase II from S.H. 56 to West Travis Street for the City of Sherman, and to acquire said rights in compliance with State and

Federal law. The City Manager, or his designee, is specifically authorized and directed to do each and every act necessary to acquire the needed property rights including, but not limited to, the authority to negotiate, give notices, make written offers to purchase, prepare contracts and, when necessary, to institute proceedings in eminent domain.

SECTION 3. That the City Manager or his designee is hereby appointed as “negotiator” for the acquisition of the FM 1417 Widening Project, Phase II from S.H. 56 to West Travis Street property and, as such, the City Manager or his designee is authorized and directed to do each and every act and deed hereinabove specified or authorized by reference. Subject to the availability of funds appropriated by the City Council for such purposes and with the advice and recommendation of the City Attorney and the City’s appointed appraiser, the City Manager is specifically authorized to establish the just compensation for the acquisition of this property. If the City Manager or his designee determines that an agreement with the property owner(s) as to just compensation cannot be reached, then the City Attorney is hereby authorized and directed to file or cause to be filed, against the owners and interested parties of the property, proceedings in eminent domain to acquire the above stated interest in the property.

SECTION 4. That a qualified appraiser shall be designated the appraiser of the property to be acquired as necessary.

SECTION 5. That the findings of fact, recitations and provisions set out in the preamble of this resolution are adopted and made a part of the body of this resolution, as if the same were fully set forth herein.

SECTION 6. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, 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:

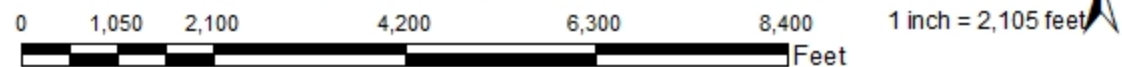
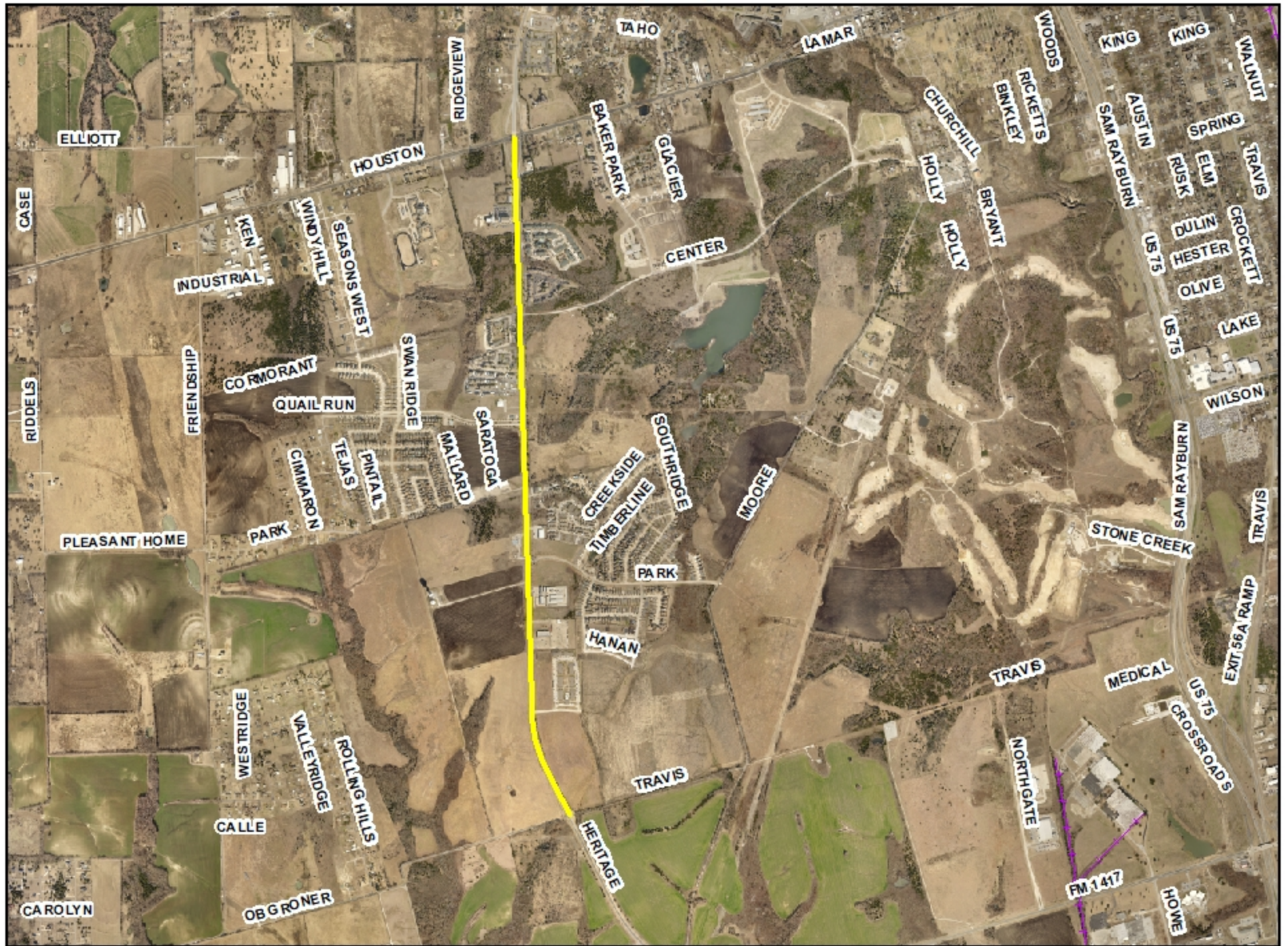
BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

FM 1417 Widening Project, Phase II





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 02/17/2020

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6595

Awarding a Bid to and Authorizing Execution of a Contract with Vessels Construction, A Division of Vescor, Inc., based on an Invitation to Bid for Construction of the Center Street & U.S. 75 Utility Relocation Project

Issue:

To consider awarding a bid to and authorizing execution of a contract with Vessels Construction, A Division of Vescor, Inc of Sherman, Texas, based on an invitation to bid, for construction of the Center Street & U.S. 75 Utility Relocation Project

Background:

With the Texas Department of Transportation (TxDOT) planned widening of U.S. Highway 75, existing utilities will need to be relocated. This project consists of approximately 550-linear feet of sewer lines that will be bored under US 75 and also 267-linear feet of water line that will be relocated by open cut under US 75. These are both required to avoid conflicts with the highway and bridge improvements.

Two (2) bidders responded to the request for bids. The lowest responsible responsive bid in the amount of \$398,180.83 was submitted by Vessels Construction, A Division of Vescor, Inc., of Sherman, Texas. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

The total cost of the project is \$398,180.83. Funds are available through the Utility Improvement Fund.

Staff Recommendation:

It is recommended that the bid be awarded for construction of the Center Street & U.S. 75 Utility Relocation Project to Vessels Construction, A Division of Vescor, Inc., in the amount of \$398,180.83. It is also recommended that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6595

Contract Agreement

Aerial Location Map

RESOLUTION NO. 6595

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH VESSELS CONSTRUCTION, A DIVISION OF VESCOR, INC., BASED ON AN INVITATION TO BID FOR CONSTRUCTION OF THE CENTER STREET & U.S. 75 UTILITY RELOCATION PROJECT; 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 Vessels Construction, A Division of Vescor, Inc. of Sherman, Texas, is hereby awarded the bid and the City of Sherman hereby approves the contract with Vessels Construction, A Division of Vescor, Inc., in the amount of Three Hundred Ninety-Eight Thousand One Hundred Eighty Dollars and Eighty-Three Cents (\$398,180.83) for construction of the Center Street & U.S. 75 Utility Relocation Project; and 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 contract with Vessels Construction, A Division of Vescor, Inc., for construction of the aforementioned improvements, 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 ____ 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**

CONTRACT AGREEMENT

STATE OF TEXAS

COUNTY OF GRAYSON

THIS AGREEMENT is made and entered into this 17th day of February 2020, by and between the City of Sherman, of the County of Grayson and State of Texas, acting through its City Manager, thereunto duly authorized so to do, Party of the First Part, hereinafter termed the OWNER, and Vessels Construction, A Division of Vescor, of the City of Sherman, County of Grayson, State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payment and agreement hereinafter mentioned, to be made and performed by the OWNER, the said CONTRACTOR hereby agrees with the said OWNER to commence and complete construction of certain improvements as follows:

Center Street & U.S. 75 Utility Relocation

and all extra work in connection therewith, under the terms as stated in the General and Specific Conditions of the AGREEMENT; and at his own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto and in accordance with the Advertisement for Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, and other drawings and printed or written explanatory matter thereof, and the Technical Specifications and Addenda thereto, as prepared by the OWNER, each of which has been identified by the endorsement of the CONTRACTOR and the OWNER thereon, together with the CONTRACTOR's written Proposal and the General Provisions, all of which are made a part hereof and collectively evidence and constitute the entire AGREEMENT.

Notice to Proceed

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date of written notice to do so shall have been given to him, to complete the work within Sixty (60) calendar days, after he commences work, subject to such extensions of time as are provided by the General Provisions.

The OWNER agrees to pay the CONTRACTOR Three Hundred Ninety-Eight Thousand, One Hundred Eighty Dollars and Eighty-Three Cents (**\$398,180.83**) in current funds for the performance of the Contract in accordance with the Proposal submitted thereof, subject to additions and deductions, as provided in the General Provisions, and to make payments of account thereof as provided therein.

IN WITNESS WHEREOF, the parties of these presents have executed this AGREEMENT in the year and day first above written.

CITY OF SHERMAN, TEXAS (OWNER)

ATTEST:

By: _____ By: _____
Robby Hefton, City Manager Linda Ashby, City Clerk

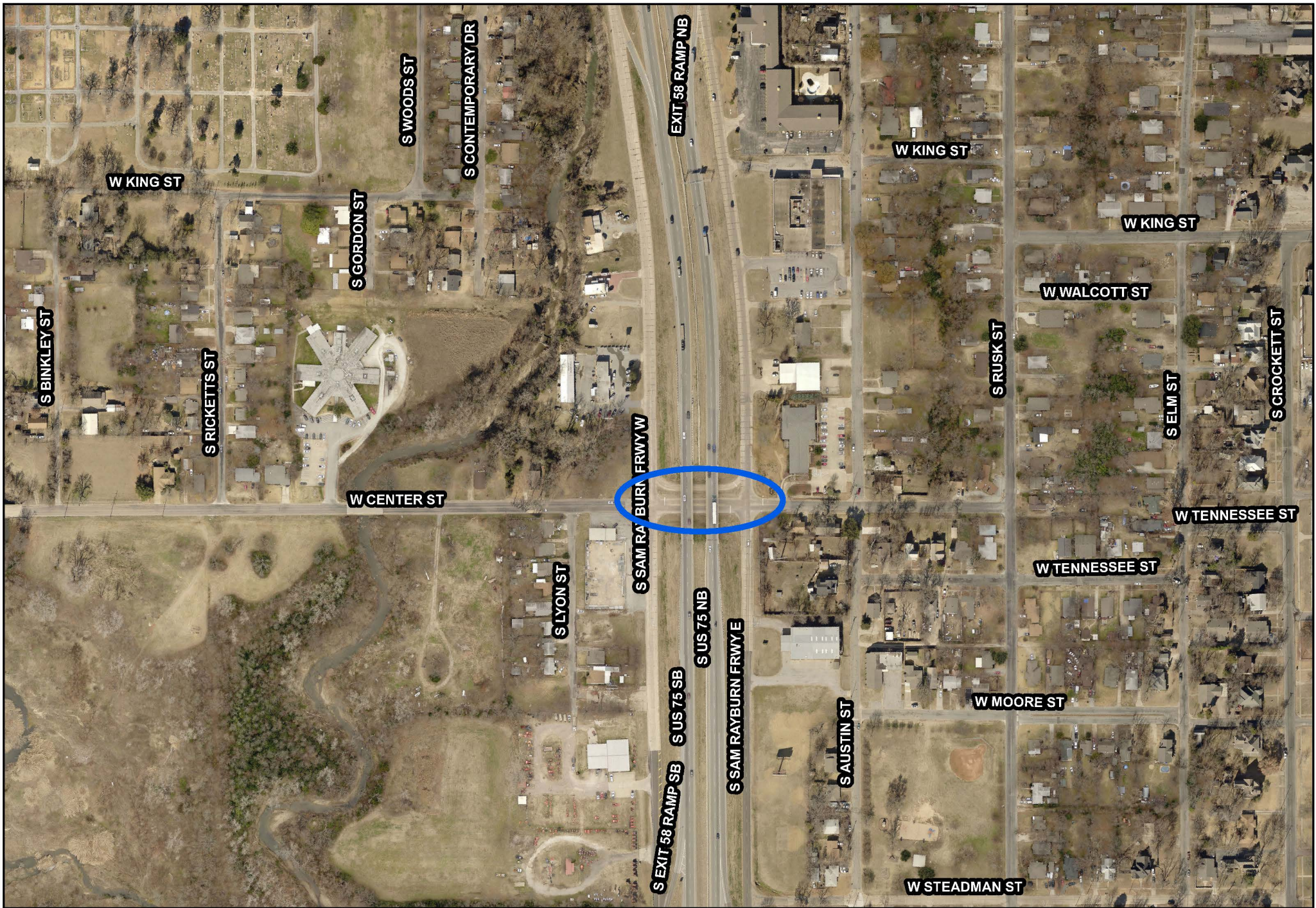
By: _____ By: _____
(CONTRACTOR) ATTEST:

The following to be executed if the CONTRACTOR is a corporation:

I, _____ certify that I am the secretary of the corporation named as CONTRACTOR herein; that _____, who signed this Contract on behalf of the CONTRACTOR is the _____ (official title) of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed: _____

Corporate Seal





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 3.

Meeting Date: 02/17/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6596

Awarding a Proposal to and Authorizing Execution of a Contract with SkyTrust, LLC of Frisco, Texas ("SkyTrust"), based on a Request for Proposal for Hangar Construction

Issue:

To consider awarding a proposal to and authorizing execution of a contract with SkyTrust, LLC of Frisco, Texas, based on a request for proposal, for the construction of hangars at the Sherman Municipal Airport

Background:

The Sherman Municipal Airport Master Plan's ("Master Plan") number one project is additional hangars. The City issued a request for proposal to construct one hangar building and received seven (7) responses. SkyTrust submitted a proposal to construct three (3) hangar buildings as depicted on the Master Plan. SkyTrust will pay for and construct all three (3) hangars; but the hangars will be owned by the City. Hangar No. 1 on the Master Plan will be operated and maintained by the City. The City will reimburse SkyTrust for the construction costs of this hangar through rents received from the tenants until all costs are recovered in approximately eight (8) years. The City will grant SkyTrust a long-term lease for the other two (2) hangar buildings. SkyTrust will operate and maintain these two (2) hangar buildings. At the end of the 30-year lease term, and the two additional five-year renewal options, these two (2) hangar buildings revert to the City.

Origination:

Finance Department

Financial Consideration:

The City will use a \$50,000.00 grant from the Texas Department of Transportation; plus the City will supply asphalt to construct the additional ramp area required to serve the new hangars. The City will also receive a payment for the ground lease of the two (2) hangar buildings that will be operated by SkyTrust totalling about \$2,000.00 per year.

Staff Recommendation:

It is recommended that the proposal be awarded for construction of the hangars to SkyTrust, LLC and that the City Manager be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6596

Hangar Construction Standard Contract

Addendum to Hangar Construction Standard Contract

Hangar Lease Agreement

Assignment of Rental Income Hangars

Sherman Municipal Airport Master Plan - Hangar Development

RESOLUTION NO. 6596

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A PROPOSAL TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SKYTRUST, LLC OF FRISCO, TEXAS (“SKYTRUST”), BASED ON A REQUEST FOR PROPOSAL FOR HANGAR CONSTRUCTION; 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 SkyTrust, LLC of Frisco, Texas, is hereby awarded the proposal and the City of Sherman hereby approves the contract with SkyTrust, LLC for construction of hangars at the Sherman Municipal Airport; and 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 contract with SkyTrust, LLC for construction of the aforementioned improvements, 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 _____ 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 "City", and the hereinafter named SkyTrust, referred to as "SkyTrust," for the sale of goods, materials and items specified hereinafter, and the City and SkyTrust hereby agree as follows:

SKYTRUST, LLC:

Name

Address

City, State, Zip

Telephone

Email

DESCRIPTION OF GOODS

This Contract is for the purchase by the City of Sherman, Texas, of the goods, materials and 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:

[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 SkyTrust will supply, furnish and
| deliver at the designated point or points of delivery the specified Goods in the quantities
| requested by City at the time of City’s order. The delivery date(s) shall be set forth in City’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 City may acquire any or all of its
| requirements for the specified Goods from SkyTrust or any other source deemed appropriate by
| City. This contract includes optional, annual renewals for continued maintenance, with both
| parties approval required annually.

DURATION: From _____ to _____

PAYMENT TERMS

| The purchase price of the Goods shall be that contained in SkyTrust’s bid and
| specifically accepted in writing by City. SkyTrust 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 City, and until City has had sufficient opportunity to inspect and exercise its right to accept or
| reject. SkyTrust shall keep the Finance Department advised of any changes in their remittance
| addressees. In no event shall City be responsible for interest of any kind on any funds due to
| SkyTrust, and no term or provision contained in any SkyTrust’s invoice shall in any way modify,
| vary or alter the provisions hereof.

| City’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 SkyTrust by City.

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. **SKYTRUST TO PACKAGE GOODS:** SkyTrust will package Goods in accordance with
| good commercial practice. Each shipping container shall be clearly marked and
| permanently packed as follows: (a) SkyTrust’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. SkyTrust 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. City's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED:** SkyTrust 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 City until the City 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; SkyTrust 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 SkyTrust shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, SkyTrust may reasonably notify City 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 City. The terms of this agreement are "no arrival, no sale."
7. **RIGHT OF INSPECTION:** City shall have the right to inspect the goods at delivery before accepting them.
8. **REJECTION OF GOODS:** It is agreed that if City rejects any of the goods sold pursuant to this agreement, City's only duty shall be to reasonably notify SkyTrust of the rejection and hold the goods for the disposition of SkyTrust, and it is agreed that under no circumstances shall City be required to resell the rejected goods or incur the cost to deliver same to SkyTrust.
9. **GRATUITIES:** The City may, by written notice to
10. SkyTrust, cancel this contract without liability to SkyTrust if it be determined by the City that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by SkyTrust, or any agent or representative of SkyTrust, 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 City pursuant to this provision, City shall be entitled in addition to any other rights and remedies, to recover and withhold the amount of the cost incurred by SkyTrust in providing such gratuities.

11. **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 SkyTrust for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by SkyTrust as such.
12. **PRICE:** The price to be paid by the City shall be that contained in SkyTrust's bid which SkyTrust warrants to be no higher than SkyTrust'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 SkyTrust breaches this warranty, the prices of the items shall be reduced to SkyTrust's current prices on orders by others, or in the alternative, City may cancel this contract without liability for breach or SkyTrust's actual expense.
13. **WARRANTY –** SkyTrust 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 SkyTrust for the purpose of securing business. For breach of violation of this warranty, the City 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.
14. **WARRANTY-PRODUCTS:** SkyTrust shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by SkyTrust shall be binding or effective. SkyTrust 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 SkyTrust, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
15. **SAFETY WARRANTY:** SkyTrust warrants the product sold to the City 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, City may return the product for correction or replacement at SkyTrust's expense. In the event that SkyTrust fails to make the appropriate correction within a reasonable time, any correction made by City will be at SkyTrust's expense.
16. **NO WARRANTY BY City AGAINST INFRINGEMENTS:** As part of this contract for sale, SkyTrust 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. City makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall City be liable to SkyTrust in the event that SkyTrust issued on the grounds of infringement or the like. If SkyTrust is of the opinion that an infringement or the like will result, he will notify City to this effect in writing or the like, within two weeks after the signing of this agreement. If City does not receive notice and a claim is asserted or City is subsequently held liable for the infringement or the like, SkyTrust will indemnify, defend and save City harmless. If SkyTrust 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 City will pay SkyTrust the reasonable cost of his search as to infringements.

17. **CANCELLATION:** City shall have the right to cancel for default any part of the undelivered portion of this order if SkyTrust materially breaches any of the terms hereof including warranties of SkyTrust or SkyTrust becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any remedies which City may have at law or equity. This section shall not be construed to authorize cancelation or default by the City for minor breaches by SkyTrust that can be corrected. SkyTrust shall not be required to waive estoppel claims. The City shall give notice of such termination to SkyTrust specifying when termination becomes effective, only after giving SkyTrust 30 days to cure any real or perceived material breach of this contract and if curable. Goods received but unopened or unused shall be made available to SkyTrust for delivery. City will, in the event of termination, remit such sums to SkyTrust as may be due only for those Goods retained by City.

SkyTrust shall have the right to cancel for default any part of the order if SkyTrust materially breaches any of the terms hereof. Such right of cancellation is in addition to and not in lieu of any remedies which City may have at law or equity. This section shall not be construed to authorize cancelation or default by SkyTrust for minor breaches by the City that can be corrected. The City shall not be required to waive estoppel claims. SkyTrust shall give notice of such termination to the City specifying when termination becomes effective, only after giving SkyTrust 30 days to cure any real or perceived material breach of this contract and if curable.

18. **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.

19. **ASSIGNMENT – DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by SkyTrust without the written permission of the

City. An attempted assignment or delegation of SkyTrust shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

No right or interest in this contract shall be assigned or delegation of any obligation made by City without the written permission of SkyTrust. An attempted assignment or delegation of City shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

20. **MODIFICATIONS:** This contract can be modified or rescinded only in writing signed by both parties and their duly authorized agents.
21. **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.
22. **INTERPRETATION-PAROL EVIDENCE:** This writing, and documents detailed in Schedule A, are intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
23. **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.
24. **ADVERTISING:** SkyTrust shall not advertise or publish, without City's prior written consent, the fact that City 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.
25. **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.
26. **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.
27. **ENTIRE AGREEMENT:** This Contract, the agreements listed in Schedule A, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the City and SkyTrust 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 City and SkyTrust not expressly made a part hereof.

INDEMNITY AND DISCLAIMER: CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SKYTRUST 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 SKYTRUST, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SKYTRUST UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF CITY, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY 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 SKYTRUST TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF THE SKYTRUST'S AS WELL AS THE CITY'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.

28. **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.

29. **SUCCESSORS AND ASSIGNS:** The City and SkyTrust 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. SkyTrust shall not assign this Contract without written consent of the City.

30. **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.

31. **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 _____ day of _____, _____.

SKYTRUST, LLC:

(Signature)

(Type/Print Name and Title/Position)

(Address)

(City, State, Zip)

CITY OF SHERMAN:

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

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

By: _____
Brandon Shelby
City Attorney

SCHEDULE A: AGREEMENT LIST CONSTITUING ENTIRE AGREEMENT

All documents listed in this schedule will be considered the final and entire agreement pertaining to the Sherman East project.

1. Sherman Standard Contract For Order Of Supplies By And Between City of Sherman and SkyTrust.
2. Addendum To Agreement Between The City Of Sherman And SkyTrust LLC For The Construction Of Hangars At The Sherman Municipal Airport.
3. Contract Between The City Of Sherman And SkyTrust LLC For Assignment Of Rental Income For Hanger No. 1.
4. Airport Ground Lease Between The City Of Sherman And SkyTrust LLC.

**ADDENDUM
TO
AGREEMENT BETWEEN THE CITY OF SHERMAN
AND SKYTRUST, LLC
FOR THE CONSTRUCTION OF HANGARS AT THE
SHERMAN MUNICIPAL AIRPORT**

**THE STATE OF TEXAS §
 §
COUNTY OF GRAYSON §**

THIS ADDENDUM is entered into between the City of Sherman, Texas, a home rule city and municipal corporation of Grayson County, Texas (“City”), duly acting herein by and through its City Manager, and SkyTrust, LLC of Frisco, Texas (“SkyTrust”), acting by and through its authorized officers, as amended to witness the following:

WHEREAS, City desires to award SkyTrust contract to construct hangars at the Sherman Municipal Airport; and

WHEREAS, the parties hereto wish to amend that Contract to properly reflect the intent of the parties; and

WHEREAS, the term of this agreement shall endure until such a time as SkyTrust has received compensation for building costs as described in Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, warranties and representations herein, the parties hereto agree to amend certain portions of certain paragraphs and exhibits as follows:

By their representative signatures below, the parties wish to provide for new sections to read as follows:

I. THE PROJECT

The City will own and operate one 7-unit T-hangar building, No. 1 on the Sherman Municipal Airport Master Plan (“Airport Master Plan”) and City will own and SkyTrust will operate SkyTrust two 7-unit T-hangar buildings, Nos. 9 and 18 on the Airport Master Plan. City

Addendum to Agreement Between the City of Sherman and SkyTrust, LLC For the Construction of Hangars at the Sherman Municipal Airport Page 1 of 9

will grant SkyTrust a long-term lease from City for Hangar Nos. 9 and 18. SkyTrust will secure funding for the construction of all three hangar buildings; therefore, absolving the need for the City to use existing resources to fund the construction of Hangar No. 1. City will reimburse SkyTrust for the costs of Hangar No. 1 using rental income collected from Hangar No. 1.

II. CITY RESPONSIBILITIES

1. Own, maintain and operate Hangar No. 1, making good-faith efforts to fully lease out hangar spaces for the duration of this agreement.
2. City will maintain appropriate commercial liability and structure replacement insurance for Hangar no. 1 and name SkyTrust as an additional insured for the duration of this agreement.
3. Execute a long-term lease for Hangar building Nos. 9 and 18 as depicted on the Airport Master Plan with SkyTrust.
4. Apply matching grant of \$50,000 to the project.
5. Provide asphalt paving for the ramp area required for access to Hangar No. 18, as depicted on the Sherman Municipal Airport Master Plan.
6. Set hangar rates in consultation with SkyTrust, specifically for Hangar No. 9 and 18. Set hangar rates will attempt to match prevailing market rates as compared with surrounding airports such as McKinney Municipal (KTKI), Denton Municipal (KDTO) and North Texas Regional KGYI) airport. A market analysis will be performed and corresponding rates will be reviewed on an annual basis with proper representation by SkyTrust. It is important that all rates at the airport will be consistent across different products and not to be in competition with each other. This does not exclude rate adjustments (in consultation and mutual agreement by the City and SkyTrust) for hangars with additional amenities, as long as it is consistent with similar products across the airport property. The preliminary estimated rate for newly constructed T-hangars will be \$350 per month if constructed according to current plan specifications.

7. Support SkyTrust's variance at Planning & Zoning for façade material
8. Reimburse developer for Payment and Performance Bond for Hangar No. 1; the bond will be added to total costs that will be reimbursed to the developer through the assignment of rental income as described in separate agreement.

III. SkyTrust RESPONSIBILITIES

1. Arrange for invoices for Hangar No. 1 separate from Hangar Nos. 9 and 18. City will remit payment for invoices in a timely manner.
2. Reimburse the City for all construction costs paid by the City for Hangar No. 1 in a timely manner, except for \$50,000 which represents the matching grant.
3. Construct concrete band for south hangar (No. 18)
4. Perform all necessary dirt work for drainage and to prepare for City to construct apron for Hangar No. 18.
5. Construct, operate and maintain Hangar Nos. 9 and 18 in accordance with the Airport Master Plan. Obtain plan approval and permits from the City.
9. Set hangar rates in consultation with the City, specifically for Hangar Nos. 9 and 18. Set hangar rates will attempt to match prevailing market rates as compared with surrounding airports such as McKinney Municipal (KTKI), Denton Municipal (KDTO) and North Texas Regional KGYI) airport. A market analysis will be performed and corresponding rates will be reviewed on an annual basis with proper representation by the City. It is important that all rates at the airport will be consistent across different products and not to be in competition with each other. This does not exclude rate adjustments (in consultation and mutual agreement by the City and SkyTrust) for hangars with additional amenities, as long

as it is consistent with similar products across the airport property. The preliminary estimated rate for newly constructed T-hangars will be \$350 per month if constructed according to current plan specifications.

6. Obtain Payment and Performance Bond for Hangar No. 1.

IV. **OTHER PROVISIONS**

1. **INTERPRETATION-PAROL EVIDENCE:** This writing, and documents detailed in Schedule A, are intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
2. **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.
3. **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.

IN WITNESS WHEREOF, the parties have executed this Addendum to stated Contract by signing below. The effective date of this Addendum shall be the date of execution by the City Manager or his designee.

City OF SHERMAN, TEXAS

By: _____
Robby Hefton, City Manager

ATTEST:

By: _____
Linda Ashby, City Clerk

**APPROVED AS TO FORM
AND CONTENT:**

By: _____
Brandon S. Shelby, City Attorney

SKYTRUST, LLC

By: _____
Marius Meintjes, CEO
SkyTrust, LLC

Exhibit A

5 Cladding	26 ga galvalume R-panel roof sheeting-Blue	8,400 sqft	\$3.00	\$25,200
	26 ga prepainted exterior wall and door sheeting - Grey/Blue	5,500 sqft	\$2.00	\$11,000
	29 ga galvalume partitions to the roof between the hangar units	4,000 sqft	\$2.00	\$8,000
6 Insulation	R 5 roof insulation in roof area	8,400 sqft	\$1.10	\$9,240
	R 5 wall in front and back and side walls(not on door)	4,500 sqft	\$1.00	\$4,500
7 Door	Fulfab 41'8" x 12'0" clear electric bifold doors	7 #	\$7,100.00	\$49,700
	Door includes integral 3' man door, masterkeyed-knob lockset, and two-button operator			
8 Electrical	Wiring from municipal source at building boundry			
	1 Electrical outlet per Hanger	7	\$120.00	\$840
	3 Electrical 3" light in hanger	21	\$120.00	\$2,520
	1 Door wiring	7	\$250.00	\$1,750
	1 Distribution board per hanger	7	\$250.00	\$1,750
9 Floor Finish	Epoxy coated floor finish on hanger areas	8,000 #	\$2.10	\$16,800
10 Management		1 #	\$25,000.00	\$25,000
				\$248,279
Exclusions				
Plumbing				
Unforeseen taxes				
Any materials to comply with fire code or handicapped accessibility requirements				
Any deviations from our standard model LK42 hangar building as specified in Exhibit B				

pm 11/7/2020
Sherman

Schedule A

SCHEDULE A: AGREEMENT LIST CONSTITUING ENTIRE AGREEMENT

All documents listed in this schedule will be considered the final and entire agreement pertaining to the Sherman East project.

1. Sherman Standard Contract For Order Of Supplies By And Between City of Sherman and SkyTrust.
2. Addendum To Agreement Between The City Of Sherman And SkyTrust LLC For The Construction Of Hangars At The Sherman Municipal Airport.
3. Contract Between The City Of Sherman And SkyTrust LLC For Assignment Of Rental Income For Hanger No. 1.
1. 4. Lease Between The City Of Sherman And SkyTrust LLC.

City of Sherman
Sherman Municipal Airport
Lease Agreement

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF SHERMAN

This lease is entered into this ____ day of _____, 20__, between the City of Sherman, hereinafter referred to as the “City” and is the owner of the Sherman Municipal Airport, hereinafter referred to as “Airport” and SkyTrust LLC, a corporation, hereinafter referred to as “SkyTrust” who covenant and agree as follows:

WHEREAS, City and SkyTrust are committed to the proper operation, improvement, and continued development of the Airport; and

WHEREAS, City deems it advantageous to itself and to the operation of the Airport to lease to SkyTrust certain land/hangar/building/office as stated herein;

NOW THEREFORE, in consideration of the terms, considerations, and privileges listed herein, City and SkyTrust covenant and agree as follows:

Section 1. Leased Area

City does hereby lease to SkyTrust approximately 16,659 sq. ft. of land and Improvements more particularly described in Exhibit A and incorporated herein, and hereinafter referred to as the “Premises” and located on the Airport. SkyTrust hereby leases the said Premises from the City subject to the terms, considerations, and privileges stated herein.

Section 2. Term

A. This lease shall be for the term of 30 years. Thereafter, this lease may be renewed by SkyTrust, and at SkyTrust’s sole discretion, for two (2) subsequent 5 year extensions upon giving of written notice by SkyTrust to City not more than one hundred eighty (180) nor less than sixty (60) days prior to the expiration of the preceding lease term. City shall not deny such a timely request to renew for an additional 5-year term, unless SkyTrust is in breach of this Agreement at that time. Should SkyTrust not request a renewal of the lease as described above, the lease will automatically terminate. The total term of the lease shall not exceed 40 years.

B. If SkyTrust is unable to secure a financing commitment acceptable to SkyTrust for construction of the Improvements within 90 days following City approval of this Lease, SkyTrust will have the right to terminate this Lease by written notice to the City within

15 days from the end of the 90 day period.

C. If SkyTrust is unable to secure a financing commitment for construction of the Improvements within 120 days following City approval of this Lease, the City will have the right to terminate this Lease by written notice to SkyTrust within 15 days from the end of the 120 days.

Section 3. Consideration

A. In consideration for the lease of the Premises referenced herein, SkyTrust hereby agrees to pay yearly the sum of \$.12 per square foot. The first year's payment to be made in advance and will be prorated based on a calendar year. Thereafter, all future payments shall be made on or before the first working day of the year due for the term of this contract plus any extensions thereto.

SkyTrust agrees that the lease payment listed herein shall be subject to review and adjustment by City at five (5) year intervals throughout the term of the lease and prior to any extensions granted. Any adjustment to the lease payment shall be based on the change in the Consumer Price Index, South Region, all items index, not seasonally adjusted (CPI-U) from the U.S. Bureau of Labor Statistics as of December 31st of each year. The new rate will be calculated by compounding the CPI-U for each of the previous 5 years and applying to the current per square foot annual rate. The new rate will be effective on January 1st. The adjusted lease fee shall be calculated at the end of the year following the fifth (5th) year anniversary of this lease and recalculated at subsequent five (5) year intervals. Such increase in the lease payment shall begin immediately upon request from City and continue at that rate until the next five-year anniversary. Upon review, if the CPI shall have decreased as compared to the previous review date, the lease fee for the subject Premises shall be decreased, in accordance with the CPI but shall remain at the same level as was charged during the preceding five (5) year period.

B. All lease fees shall be paid as the same becomes due, without demand, in lawful currency of the United States made payable to the City of Sherman, Texas.

C. In the event SkyTrust fails to remit any payments when the same are due, a penalty of 10% of rent due will be charged by City beginning on the tenth (10) day after the date the payment is due. In the event SkyTrust shall become delinquent for more than 60 days, this lease may be terminated by City as further defined in Section 8. – Termination.

D. Taxes, Fees, and Insurance – SkyTrust shall be liable for all taxes and fees owed on or by his personal business or himself. Under no circumstances shall City be liable for or be required to pay any tax or fee owed by SkyTrust. City shall provide insurance for all City owned real property located at the Airport under City's policy, which shall be for the sole benefit and protection of City. SkyTrust should provide his own insurance coverage for any personal or real property located in or on the Premises.
SkyTrustCityCity

Section 4. Lease Back

During construction of the Improvements, City will provide SkyTrust with Sales Tax Exemption certificates for materials and services related to the construction of the Improvements. After completion of the Improvements, SkyTrust agrees to transfer

ownership of Improvements to City at no cost to City. City agrees to grant SkyTrust an Exclusive Right to Use Improvements at no cost to SkyTrust during the term of this lease, except the consideration in Section 3. SkyTrust shall be responsible for all expenses of the Improvements during the term of the lease, including but not limited to insurance, maintenance, repairs, and utilities. SkyTrust shall be required to return the Improvements to the City at the end of the lease term in the good condition with only normal wear and tear.

Section 5. Permitted Use

A. SkyTrust and City agrees that the leased Premises may be used for any aeronautical activity which must be made known to and agreed upon by City and for no other purposes and that use should comply with all Federal and State laws and regulations and City ordinances and policies that apply to SkyTrust's use of the Premises.

Section 6. Improvements to Land

A. Prior to making or constructing any Improvements on the Land, SkyTrust must submit general drawings and information to the City sufficient to show the dimensions, elevations, and layout of Improvements and the construction materials to be used. SkyTrust must obtain City permits for the construction of any Improvements.

B. SkyTrust will comply with all of the City's ordinances applicable to the construction of Improvements, including the requirement to apply for permits, pay permit fees, receive permits, and construct the Improvements in compliance with the City's building codes and ordinances. Any required plans for Improvements submitted by SkyTrust for the purpose of receiving construction permits must substantially conform to the general drawings and information for Improvements as previously approved by the City.

C. SkyTrust must begin construction of the Improvements within 120 days of the effective date of this Lease and after having begun construction continuously pursue to complete construction with due diligence. SkyTrust shall construct Improvements in a manner as not to interfere with the normal operation and use of the Airport by others.

D. SkyTrustSkyTrust will have the sole responsibility to operate, maintain, insure and finance Improvements within the guidelines set forth in this agreement during the term of the lease. SkyTrustSkyTrustSkyTrustSkyTrustCitySkyTrust

E. Improvements may include a hangar washing and cleaning area, including related equipment and utilities. Improvement must comply with City and Texas Commission on Environmental Quality rules and regulation regarding runoff, hazardous materials, and other by-products. SkyTrust will be solely responsible for cleanup or remediation as a result washing and cleaning activities.

Section 7. Restricted Use

A. SkyTrust agrees that the usage of the Premises plus any associated apron shall be limited to the parking/hangaring of aircraft. No automobile, bus, truck, or other transportation mode may be permanently or habitually parked or stored on the Premises. City Exceptions include storing an automobile in the hangar while on a flight, or in the extra space in the

larger end hangars. No automobiles may be stored in the extra hangar space for mechanical work or for uses other than transportation related to flying.

B. SkyTrust may only use those areas of the Premises improved with asphalt and concrete paving for SkyTrust's activities, unless the City gives his prior written consent.

C. SkyTrust agrees that he will not conduct any commercial activity such as pilot instruction, aerial spraying, charter flights, air taxi, sightseeing, aerial photography, aircraft engine or airframe repair, avionics repair, or any other at the Airport without the written consent of City. Any such approved commercial operation must be in accordance with a separate contract agreement with City.

D. SkyTrust agrees that he will not store or permit the storage of any fuel or hazardous, volatile, and/or dangerous chemicals on the Premises, with the exception of cleaning supplies and aviation lubricants needed in the normal course of private aircraft operation, without the written consent of City.

E. SkyTrust agrees not to fuel or defuel any aircraft parked inside the Hangar.

F. SkyTrust agrees to have a sufficient number of fire extinguishers of acceptable size as determined by the local fire marshal inside any Improvements constructed on the Premises. Such fire extinguisher(s) shall be readily accessible in the event of a fire.

G. SkyTrust agrees not to make any additions or modifications to the Premises unless agreed upon by both parties in writing. In event of such consent, all Improvements or modifications shall be made at the expense of SkyTrust. City

H. SkyTrust agrees that he will not operate any nonaviation related business or activity on the Premises without the expressed written consent of City. Any such nonaviation related business or activity must be so established by a separate contract.

I. SkyTrust is solely responsible for providing security to protect the SkyTrust's Improvements and property located thereon against the negligence or criminal acts of third parties. SkyTrust will not make a claim or bring any action against the City for any loss, damage, or injury to persons or property arising from any negligent or criminal act committed on the Premises by a third party.

SkyTrustSkyTrustSkyTrustSkyTrustCityCityCity

Section 8. Sublease, Assignment, or Sale

SkyTrust shall not sublease, assign, sell, or transfer this contract agreement or any right hereunder to any person, corporation, or association. Any such sublease, assignment, sale, or transfer shall be grounds, at the option of the City, for the City to immediately terminate this contract agreement. This does not preclude SkyTrust from subleasing individual hangar units in the course of operating hangar building. An exception will be the assignment of lease income to a lending institution as collateral to secure financing for this project.

Section 9. Termination

A. This agreement may be prematurely terminated by either party, only for material breaches of this agreement by the other party, with the exception of B. and C. below. Such termination may only occur after written notice of a material violation has been provided to

the other party and the other party has had at least sixty (60) days to cure the violation. Within sixty (60) days of a notice of termination under this section each party will pick one appraiser from the other party's list of appraisers and contract with that appraiser to complete a written appraisal of the market value of the Improvements as of the date of termination of the Lease. The market value of the Improvements will be the amount determined by adding together the market value of the Improvements as established by the two appraisals and dividing that amount by two. The City will pay SkyTrust the market value of the Improvements within 30 days of termination date, or 90 days of notice, whichever is later.

SkyTrustSkyTrustSkyTrustCitySkyTrustSkyTrustSkyTrustSkyTrustCitySkyTrust

B. SkyTrust agrees and understands that City reserves the right to further expand, develop, or improve the airport, including the termination of this lease agreement if this lease presents a negative impact on such a proposed expansion. SkyTrustSkyTrustSuch an expansion, development, or improvement must be present on a Texas Department of Transportation and/or FAA approved Airport Layout Plan or Master Plan. In case of a premature termination under this section against SkyTrust's wishes and without any material breach of this contract, the City agrees to purchase SkyTrust's buildings using the methodology described in Section A.

C. This contract may be prematurely terminated by mutual agreement and consent of both parties in writing. Such termination by mutual agreement shall cause both City and SkyTrust to be free of any and all requirements of this contract, except as contained in paragraph 8.D. hereunder, and neither City nor SkyTrust shall have any derogatory remarks or entries made upon their resumes or upon any public or private records which would indicate failure to successfully fulfill the conditions of this contract. In case of premature termination under this section, City agrees to purchase all improvements and buildings on the leased property using the methodology described in Section A.

SkyTrustSkyTrustSkyTrust

D. At the termination of this contract agreement, either by normal expiration, premature termination, or mutual agreement, SkyTrust shall peaceably vacate the premises. Should SkyTrust be in default of any monies owed to City, City may take possession of any personal property owned by SkyTrust and located at the Airport and hold until the monetary default is settled. In such case that SkyTrust cannot or will not settle any claims against him owed to City, City may liquidate any personal property seized, subject to the disposition of a court of competent jurisdiction. SkyTrust shall be liable for any and all expenses incurred by City in such action.

SkyTrustSkyTrustSkyTrust

Section 10. Hold Harmless

SkyTrust agrees to save and hold harmless City and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of SkyTrust's businesses, operation, occupancy, or use of the Airport or from any act or omission of SkyTrust's agents, servants, or employees. This indemnity agreement shall apply and protect City and its agents, servants, and employees even though it be contended, or even established, that said City or its agents, servants, or employees were negligent or that their conduct or omission in any way caused

or contributed to any such liability, expense, cause of action, damage, and/or attorney's fees.

City agrees to save and hold harmless SkyTrust and its agents, servants, and employees of and from any and all liabilities, expenses, causes of action, damages, and/or attorney's fees resulting from or as a result of any of City's businesses, operation, occupancy, or use of the Airport or from any act or omission of City's agents, servants, or employees. This indemnity agreement shall apply and protect SkyTrust and its agents, servants, and employees even though it be contended, or even established, that said SkyTrust or its agents, servants, or employees were negligent or that their conduct or omission in any way caused or contributed to any such liability, expense, cause of action, damage, and/or attorney's fees.

Section 11. Maintenance

A. SkyTrust agrees that he will at all times keep the Premises, including the inside and the outside of the Improvements, clean and free of trash, litter tall grass, weeds, junked automobiles, and scrap aircraft parts. SkyTrust shall abide by all applicable rules and recommendations of the Environmental Protection Agency, the Texas Commission on Environmental Quality, the Texas Department of Agriculture, the Texas Department of Transportation, and any other public agency concerning the use, storage, and disposal of hazardous chemicals, fuel, and/or oil. SkyTrust further agrees to abide by the manufacturer's directions in regards to the use, storage, and disposal of all pesticides, herbicides, and other chemicals plus their containers used at the airport. Should SkyTrust fail to keep the leased Premises clean and free of hazards, City may, after 15 days written notice, arrange for the cleanup of the littered or hazardous area. Such cleanup shall be charged to SkyTrust and payable on demand. Failure to render proper payment for such cleanup and/or general disregard for the considerations and restrictions listed in this lease agreement are grounds for City to terminate this lease.

B. SkyTrust understands and agrees that City reserves the right, but not the obligation, to maintain the Airport to at least the minimum standards as recommended by the FAA and/or the Texas Department of Transportation. Such right includes the right to maintain and keep in repair all public use areas at the Airport and the right to direct and control all activities as necessary at the Airport. SkyTrustCitySkyTrustCity

C. The City may, at its sole option and cost, do any filling, grading, slope protection, retaining wall construction or replace or repair any City-owned or City-constructed facilities within or without the Premises to protect the Premises or any part of the Airport. The City will give SkyTrustSkyTrust advance written notice of the work, will consult with SkyTrust on the time and manner of performing the work, and will conduct the work in a manner that will not substantially interfere with SkyTrust's use of the Premises or Improvements.

D. City retains the right of ingress and egress to leased premises for the purpose of enforcing compliance with Airport rules and regulations and ensuring that maintenance

standards are being met. City will provide a reasonable notification period prior to inspection.

Section 12. Exclusions

A. This contract agreement, including those agreements listed in Schedule A, embraces the entire lease agreement of the parties mentioned herein pertaining to the Premises and no statement, remark, agreement, or understanding, either oral or written, not contained herein shall be recognized or enforced as it pertains to the lease of the Premises, except that this contract agreement may be modified by written addendum agreed to and signed by all pertinent parties and attached hereto.

B. For the purpose of this contract agreement, the singular number shall include the plural and the masculine shall include the feminine and vise-versa, whenever the context so admits or requires.

C. The "Section" captions and headings are inserted solely for the convenience of reference and are not part of nor intended to govern, limit, or aid in the construction of any provision hereof.

D. The parties to this contract agreement hereby acknowledge and agree that they are the principals to the contract agreement and have the power, right, and authority to enter into this contract agreement and have the power, right, and authority to enter into this contract agreement and are not acting as an agent for the benefit of any third party, except that City is acting on behalf of the City of Sherman.

E. This contract agreement shall be governed by the laws of the State of Texas and construed thereunder and venue of any action brought under this contract agreement shall be in Grayson County, Texas.

F. If any section, paragraph, sentence, or phrase entered in this contract agreement is held to be illegal or unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the remainder of this contract agreement and, to this end, the provisions of this contract agreement are declared to be severable.

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SkyTrust and on behalf of the CITY OF SHERMAN by its City Manager and attested by its City Clerk, effective on the ____ day of _____ 2020.

CITY OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON,
CITY MANAGER

DATE: _____

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM AND
CONTENT:**

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

SKYTRUST, LLC

BY: _____
**Marius Meintjes, CEO
SkyTrust, LLC**

DATE: _____

(CORPORATE SEAL)

**CONTRACT BETWEEN
THE CITY OF SHERMAN AND SKYTRUST, LLC FOR ASSIGNMENT OF RENTAL
INCOME FOR HANGAR NO. 1**

THIS CONTRACT is made and entered by and between the **CITY OF SHERMAN**, a municipal corporation of the State of Texas (hereinafter called "City"), and **SKYTRUST, LLC**, of Frisco, Texas (hereinafter called "SkyTrust").

WHEREAS, SkyTrust submitted a sealed proposal in response to the City's Request for Proposal issued on January 7, 2020; and

WHEREAS, SkyTrust proposes to build three 7-unit T-hangar buildings simultaneously at no out-of-pocket cost to the City;

NOW, THEREFORE, in consideration of the mutual covenants and the payments herein, the City and SkyTrust agree as follows:

I. THE PROJECT

The City will own and operate one 7-unit T-hangar building, No. 1 on the Sherman Municipal Airport Master Plan ("Airport Master Plan") and City will own and SkyTrust will operate two 7-unit T-hangars, Nos. 9 and 18 on the Airport Master Plan, and be allowed to execute a long-term land lease from City for Hangar Nos. 9 and 18. SkyTrust will secure funding for the construction of all three hangar buildings; therefore, absolving the need for the City to use existing resources to fund the construction of Hangar No. 1. City will reimburse SkyTrust for the costs of Hangar No. 1 using rental income collected from Hangar No. 1. The term of this agreement shall endure until such a time as SkyTrust has received compensation for building costs as described in Exhibit A of the Sherman Standard Contract For Order Of Supplies By And Between City of Sherman and SkyTrust as referenced in Schedule A.

II. City RESPONSIBILITIES

1. City assigns rental income from Hangar building No.1 to SkyTrust until SkyTrust recoups their costs to construct Hangar No. 1 as described in Exhibit A. After SkyTrust recoups their costs, all rental income reverts back to the City.
2. City will remit rental income to SkyTrust on a monthly basis by the 15th of the month following collection.

3. City will maintain a list of pilots who desire a hangar and not delay in filling vacancies in Hangar No. 1.
4. City will execute a minimum of ten (10) rental agreements for Hangar Nos. 1, 9, and/or 18 to facilitate SkyTrust in financing the project.
5. The City shall cause insurance to be secured for Hanger No. 1 for the cost of construction detailed in Exhibit A and will name SkyTrust as an additional insured on the policy.
6. In the event that, for any reason, it becomes impossible for the City to return to SkyTrust the costs detailed in Exhibit A within 15 years through the rent assignments contemplated in this Agreement, the City agrees to reimburse SkyTrust for any outstanding building costs according to Exhibit A.
7. The City will be responsible for all maintenance, tax and insurance costs for Hangar No. 1 during the terms of this agreement.

III. MISCELLANEOUS

This is a negotiated Contract. If any part of this Contract is in dispute, the parties stipulate that the Contract shall not be construed more favorably for either party.

This Contract may not be changed, varied, or altered except by an instrument in writing and duly executed on behalf of City and by SkyTrust. Every obligation arising from this Contract shall be performable in Grayson County, Texas. Venue for any legal disputes arising from this Contract shall be Grayson County, Texas, and governed by the laws of the State of Texas. This writing, and documents detailed in Schedule A, are intended by the parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

IN TESTIMONY WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SkyTrust and on behalf of the City OF SHERMAN by its City Manager and attested by its City Clerk, effective on the 2nd day of February 2020.

City OF SHERMAN, TEXAS

BY: _____
ROBBY HEFTON,
City MANAGER

DATE: _____

ATTEST:

BY: _____
LINDA ASHBY, City CLERK

**APPROVED AS TO FORM AND
CONTENT:**

BY: _____
BRANDON S. SHELBY,
City ATTORNEY

SKYTRUST, LLC

BY: _____
Marius Meintjes, CEO
SkyTrust, LLC

DATE: _____

(CORPORATE SEAL)

Exhibit A

Specifications for LK 42 Fulfab 7-unit T-Hanger Turnkey

Manufacturer/Brand: LK 42 Fulfab 7 unit T-Hanger

Scope of work	Quantity	Unit	Rate	Total
1 Soil preparation				
1 Scrub, clean and remove 2" top soil	60	cu yard	\$15.00	\$900
2 Replace topsoil with 2" gravel	60	cu yard	\$35.00	\$2,100
3 Compact gravel to 89% modaashto	8,400	sq ft	\$0.25	\$2,100
2 Steel Reinforcing				
1 Supply #3 rebar on a 2x2' grid	4,850	ft	\$0.77	\$3,735
2 Column footings per engineers drawing	24	#	\$75.00	\$1,800
3 Anchor bolts cast in place	24	#	\$25.00	\$600
3 Concrete Floor				
1 Supply 3600 psi concrete 4" thickness Concrete reinforced with fiber	110	cu yard	\$142.00	\$15,620
2 Level concrete to specified drainage configuration	8,400	sqft	\$0.68	\$5,712
3 Laser assisted leveling provided	1	#	\$3,200.00	\$3,200
4 Power float finish to plus minus 1" accuracy	8,400		\$0.68	\$5,712
5 Engineering design signed and sealed by a Texas P.E.	1	#	\$2,500.00	\$2,500
4 Steel Structure				
Max 20 PSF roof load/115 MPH wind load design (2012/15 IBC – Cat II design) A predominately galvanized structure for superior corrosion resistance Building structural drawings signed and sealed by a Texas P.E. Structure secured on steel cast in anchor bolts See drawing for details	1	#	\$48,000.00	\$48,000

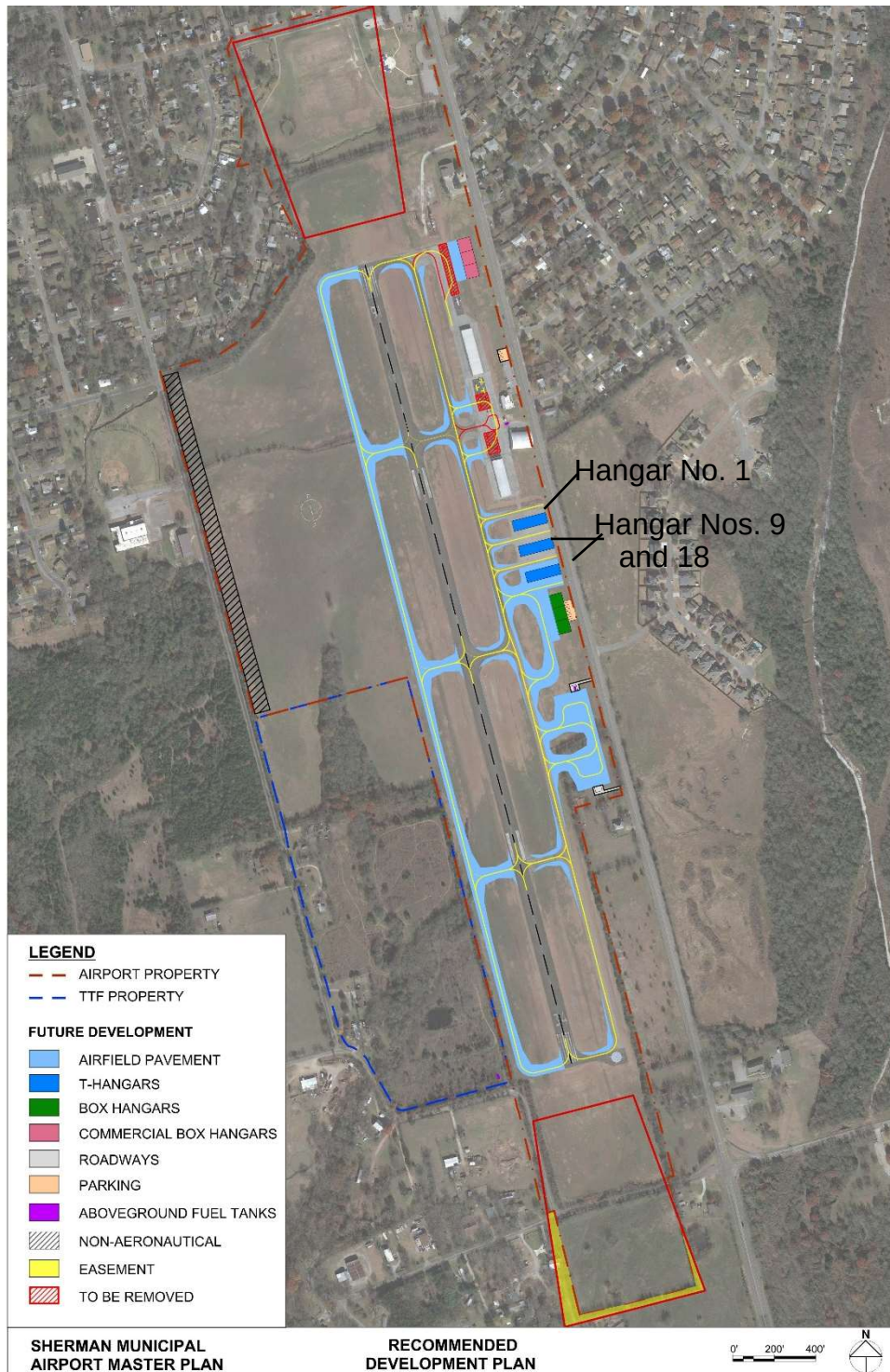
1/7/2020
[Signature]

5 Cladding				
26 ga galvalume R-panel roof sheeting-Blue	8,400 sqft	\$3.00		\$25,200
26 ga prepainted exterior wall and door sheeting - Grey/Blue	5,500 sqft	\$2.00		\$11,000
29 ga galvalume partitions to the roof between the hangar units	4,000 sqft	\$2.00		\$8,000
6 Insulation				
R 5 roof insulation in roof area	8,400 sqft	\$1.10		\$9,240
R 5 wall in front and back and side walls(not on door)	4,500 sqft	\$1.00		\$4,500
7 Door				
Fulfab 41'8" x 12'0" clear electric bifold doors	7 #	\$7,100.00		\$49,700
Door includes integral 3' man door, masterkeyed-knob lockset, and two-button operator				
8 Electrical				
Wiring from municipal source at building boundry				
1 Electrical outlet per Hanger	7	\$120.00		\$840
3 Electrical 3" light in hanger	21	\$120.00		\$2,520
1 Door wiring	7	\$250.00		\$1,750
1 Distribution board per hanger	7	\$250.00		\$1,750
9 Floor Finish				
Epoxy coated floor finish on hanger areas	8,000 #	\$2.10		\$16,800
10 Management				
	1 #	\$25,000.00		\$25,000
Exclusions				\$248,279
Plumbing				
Unforseen taxes				
Any materials to comply with fire code or handicapped accessibility requirements				
Any deviations from our standard model LK42 hangar building as specified in Exhibit B				

pm 1/7/2020

6 Implementation Plan

Figure 6-1: Recommended Development Plan



Source: Corgan



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 4.

Meeting Date: 02/17/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6597

Awarding a Bid to and Authorizing Execution of an Agreement with U.S. Bancorp Government Leasing & Finance, Inc. for the Lease-Purchase Financing of Capital Equipment

Issue:

Awarding of financing for the lease-purchase of various pieces of capital equipment

Background:

At the November 18, 2019 meeting, City Council authorized staff to purchase, on an emergency basis, a new pumper for the Sherman Fire Department and Chevy Patrol Tahoes for the Sherman Police Department, both with lease-purchase financing.

The City solicited proposals for financing for the following pieces of capital equipment:

Spartan S-180 Pumper	\$ 564,000
Chevy Patrol Tahoes (5)	<u>228,150</u>
	\$ 792,150

Six responses were received. The lowest proposed rate of **1.78%** was submitted by U.S. Bancorp Government Leasing & Finance, Inc. of Denver, Colorado (U.S. Bancorp). The financing term is five years. All the equipment being financed has a useful life of at least five years. After the City Council awards the financing, the winning bidder will prepare the final lease documents to be signed by the City Manager.

Origination:

Finance Department

Financial Consideration:

Annual debt service on \$792,150.00 will be approximately \$166,000.00.

Staff Recommendation:

It is recommended that the City Council award the lease-purchase financing of capital equipment to U.S. Bancorp Government Leasing & Finance, Inc. and authorize the City Manager to execute the lease documents prepared by U.S. Bancorp with the terms and conditions stated in the proposal.

Alternatives:

The City Council could instruct staff to seek alternative forms of financing.

Attachments

Resolution No. 6597

Proposal for Financing

Bid Tabulation

RESOLUTION NO. 6597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDED A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH U.S. BANCORP GOVERNMENT LEASING & FINANCE, INC. FOR THE LEASE-PURCHASE FINANCING OF CAPITAL EQUIPMENT; 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 to lease-purchase from U.S. Bancorp Government Leasing & Finance, Inc., in accordance with the equipment lease-purchase agreement from U.S. Bancorp Government Leasing & Finance, Inc. to be attached hereto and made a part hereof for all purposes. Any agreements related to the purchase must be approved by the City Attorney.

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 PLYER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO
FORM AND CONTENT:**

BY: _____
BRANDON S. SHELBY,
CITY ATTORNEY

**Tabulation Report RFP #2020-09 - Request for
Proposals on Capital Equipment Lease Financing
Vendor: U.S. Bancorp Government Leasing and
Finance, Inc.**

General Comments: City bid form and U.S. Bank proposal

General Attachments: City bid form.pdf
Microsoft Word - USBGLF Proposal - City of Sherman TX 020320.pdf

- No changes, additions or deletions will be allowed after submission of the proposal.
- A proposing company may withdraw their sealed proposal prior to the scheduled opening time provided that the request to withdraw is submitted to the City of Sherman Finance Department in writing.

Opening and Award

Deadline for submission of a proposal is **2 p.m. Central Standard Time on Tuesday, February 4, 2020.**

Proposals submitted by mail should be addressed to the following:

Craig Long, Budget Analyst
Finance Department
City of Sherman
405 N. Rusk
P.O. Box 1106
Sherman, TX 75091-1106

Proposals may also be submitted electronically at: www.publicpurchase.com

Proposal will be opened at the time stated above at the following address:

Finance Department
Third Floor, Municipal Building
405 N. Rusk
Sherman, TX 75090

Questions may be directed to Craig Long, Budget Analyst, (903) 892-7215 or craigl@cityofsherman.com.

The award will be included on the agenda of the City Council on February 17, 2020. The meeting will be held in the City Council chambers in city hall, 220 West Mulberry in Sherman, Texas.

SUMMARY SHEET

CITY OF SHERMAN, TEXAS

**PROPOSAL TO FINANCE
SPARTAN PUMPER AND THREE CHEVROLET PATROL TAHOES.**

Company Submitting Proposal

Name of company: U.S. Bancorp Government Leasing & Finance, INC.

Contact: Tasha Barreau

Address: 950 17th St.

City, State, Zip: DENVER, CO 80202

Telephone Number: 303-330-4160

Fax Number: _____

Email: tasha.barreau@usbank.com

Proposed Rate (APR), Non-Bank Qualified: 1.78%

Total sum of expected payments over life of lease: 830,296.18

By signing this form, the undersigned represents that he/she has full authority to bind this company to the terms contained in this proposal:

Name of authorized officer or agent: Tasha Barreau

Title: VP

Signature: Tasha Barreau

Date: 2-3-20



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Government Leasing and Finance

U.S. Bank is currently the fifth largest bank in the United States. We provide comprehensive banking services for many State and local government agencies throughout the United States. Unprecedented financial upheaval during the past few years and the record number of failing banks in both 2009 and 2010 has highlighted the benefits of relying on a solid bank to meet your financial requirements. Sound business practices, a disciplined approach to risk and credit management, and our employees' hard work and dedication have helped U.S. Bank maintain a better financial position than virtually all our competitors. U.S. Bank is currently the Highest Rated Banking Institutions in the World. Our longstanding prudent and conservative banking principles are now seen as a new paradigm of success for surviving financial institutions.

Beyond the advantages of U.S. Bank's financial strength and stability, U.S. Bank is unique in that we have a division dedicated to the public sector market. Our Government Banking Division (GBD) is a specialized business unit within the Bank committed exclusively to state and local government. Our GBD Team is comprised of individuals with vast amounts of state and local government experience along with substantial banking knowledge.

U.S. Bancorp Government Leasing and Finance (USBGLF) is a subsidiary of U.S. Bancorp established to provide equipment financing to state and local governments. USBGLF's team of professionals provides market experience and expertise from pricing and underwriting, to documentation and funding. USBGLF provides customized structures and payment plans to meet a full range of government requirements.

USBGLF is submitting this bid in response to the City of Sherman's Request For Proposal on Equipment Lease. USBGLF has read through the bid document and intends to comply with the terms of the RFP unless otherwise stated.

U. S. Bank continues to build relationships throughout Texas with close to 800 employees representing 24 lines of business throughout the State and over half of our employees are located in the Dallas-Fort Worth Metropolitan area. U.S. Bank currently has two contracts with the State Comptroller's Office, Voyager Fleet Fueling Card and Merchant Processing that are available to all public entities within the State. Also, we have relationships with the Texas Department of Transportation, City of San Antonio, City of Plano, Lower Colorado River Authority, City of Houston, City of Dallas and many others.

USBGLF has a lot of experience financing equipment through a Master Lease agreement with many entities across the State of Texas, including, but not limited to, City of Sherman, City of Pharr, City of Pearland, El Paso ISD, City of Rowlett and City of Longview.

Respectfully,

Tasha Barreau

Tasha Barreau, Vice President
U.S. Bancorp Government Leasing & Finance, Inc.
950 17th Street, 7th Floor, Denver, CO 80202
Phone: 303.330.4160
Email: tasha.barreau@usbank.com

usbank.com



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Government Leasing and Finance

February 3, 2020

City of Sherman, TX
Attn: Craig Long, Budget Analyst
Finance Department
405 N. Rusk
Sherman, TX 75091

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Customer:	City of Sherman, TX						
Lessor:	U.S. Bancorp Government Leasing and Finance, Inc.						
PROPERTY:	Pumper and Police Vehicles						
EXPIRATION:	April 3, 2020						
LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
	792,150.00	1.78%	41,514.81	0.052408	4	5 Years	Arr

Notes: There are no fees associated with this offer including the establishment and use of a U.S. Bank, N.A. escrow account should one be required. Prepayment is permitted in full at the break funding cost or 103% of remaining principal, as decided by the City of Sherman. A reimbursement resolution will be required in order to reimburse the City for expenditures. USBGLF can provide a sample form if requested. USBGLF entered into a financing with the City previously. If awarded this transaction, the same form of documents may be used.

The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

Tasha Barreau

Tasha Barreau
Vice President
U.S. Bancorp Government Leasing & Finance, Inc.
303-330-4160
Tasha.barreau@usbank.com



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Government Leasing and Finance

Payment Tables
(Assumes funding March 31, 2020)

Date	Takedowns	Debt Service	Interest	Principal	Ending Balance
3/30/2020	792,150.00	-	-	-	792,150.00
7/15/2020	-	41,514.81	4,112.58	37,402.23	754,747.77
10/15/2020	-	41,514.81	3,358.63	38,156.18	716,591.59
1/15/2021	-	41,514.81	3,188.83	38,325.98	678,265.61
4/15/2021	-	41,514.81	3,018.28	38,496.53	639,769.08
7/15/2021	-	41,514.81	2,846.97	38,667.84	601,101.25
10/15/2021	-	41,514.81	2,674.90	38,839.91	562,261.34
1/15/2022	-	41,514.81	2,502.06	39,012.75	523,248.59
4/15/2022	-	41,514.81	2,328.46	39,186.35	484,062.24
7/15/2022	-	41,514.81	2,154.08	39,360.73	444,701.51
10/15/2022	-	41,514.81	1,978.92	39,535.89	405,165.62
1/15/2023	-	41,514.81	1,802.99	39,711.82	365,453.80
4/15/2023	-	41,514.81	1,626.27	39,888.54	325,565.26
7/15/2023	-	41,514.81	1,448.77	40,066.04	285,499.21
10/15/2023	-	41,514.81	1,270.47	40,244.34	245,254.88
1/15/2024	-	41,514.81	1,091.38	40,423.42	204,831.45
4/15/2024	-	41,514.81	911.50	40,603.31	164,228.14
7/15/2024	-	41,514.81	730.82	40,783.99	123,444.15
10/15/2024	-	41,514.81	549.33	40,965.48	82,478.67
1/15/2025	-	41,514.81	367.03	41,147.78	41,330.89
4/15/2025	-	41,514.81	183.92	41,330.89	(0.00)
Total	792,150.00	830,296.18	38,146.18	792,150.00	



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Government Leasing and Finance

References

City of Longview, TX
PO Box 1952
Longview, TX 75606
Jaye Latch
903-237-1324
jlatch@longviewtexas.gov

City of Rowlett, TX
4000 Main Street
Rowlett, TX 75088
Allyson Wilson
972-412-6131
awilson@rowlett.com

City of Pharr, TX
PO Box 1729
Pharr, TX 78577
Karla Moya
956-402-4150 x1907
Karla.moya@pharr-tx.gov

U.S. Bank Financial statements:

<https://www.usbank.com/annual-report/2018/downloads.html>

City of Sherman
BID TABULATION
CAPITAL EQUIPMENT LEASE FINANCING
BID OPENING Tuesday, February 4, 2020; 2:00 PM

Vendor	PROPOSED APR (%)	Comments
US Bancorp Government Leasing & Finance, Inc.	1.78%	Expected payments: \$830,296.18; Pmt: \$41,514.81. Principal \$792,150.00
Frost Bank	1.97%	Expected payments: \$738,365.28; Pmt: \$:Principal \$700,890.00. "Non-callable"
BankFunding, LLC	2.09%	Expected payments: \$740,618.00; Pmt: \$37,030.90; Principal \$700,890; Escrow set-up/admin up to \$500 fee
First United	4.44%	Expected payments: \$788,143; Pmt \$39,407.15; Principal \$700,890; no prepayment penalty
Government Leasing, LLC	3.69%	Expected payments: \$771,900; Pmt \$38,595; Principal \$700,890
Signature Public Funding	2.12% Bank Qualified	Expected payments: \$837,706.40; Pmt \$41,885.32; Principal \$792,150



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 5.

Meeting Date: 02/17/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6598

Declaring the City's Intention to Reimburse Itself from the Proceeds of Capital Lease Financing from U.S. Bancorp Government Leasing & Finance, Inc. for the Lease-Purchase Financing of Capital Equipment

Issue:

To declare the City's intention to reimburse itself from the proceeds of capital lease financing from U.S. Bancorp Government Leasing & Finance, Inc.

Background:

This resolution is a companion to the Lease Financing Resolution and allows the City to purchase the leased equipment from various vendors and request reimbursement from U.S. Bancorp Government Leasing & Finance, Inc.

Origination:

Finance Department

Financial Consideration:

There is no cost associated with the reimbursement resolution.

Staff Recommendation:

Staff recommends approval of the resolution.

Alternatives:

The Council could direct the staff to seek alternatives to U.S. Bancorp Government Leasing & Finance, Inc.

Attachments

Resolution No. 6598

RESOLUTION NO. 6598

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE CITY'S INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF CAPITAL LEASE FINANCING FROM U.S. BANCORP GOVERNMENT LEASING & FINANCE, INC. FOR THE LEASE-PURCHASE FINANCING OF CAPITAL EQUIPMENT; 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 of Sherman (the "Issuer") reasonably expects to reimburse capital expenditures described herein, costs of issuance or an expenditure described in Treasury Regulation Section 1.150-2(d)(3) promulgated under the Internal Revenue Code of 1986, as amended, (the "Code") with the proceeds of a Reimbursement Lease entered into by the Issuer (the "Reimbursement Lease").

SECTION 2. That, except as provided in Section 7, the reimbursed expenditures have been paid not more than 60 days prior to the date of this Resolution.

SECTION 3. That the maximum principal component of Reimbursement Lease expected to be issued is Seven Hundred Ninety-Two Thousand One Hundred Fifty Dollars and No Cents (\$792,150.00).

SECTION 4. That the expenditures, with respect to which the Issuer reasonably expects to be reimbursed from the proceeds of Reimbursement Lease, are for the acquisition of street department equipment.

SECTION 5. That, except as provided in Section 7, the Issuer shall allocate on its books the Reimbursement Lease proceeds to the expenditures described herein within eighteen (18) months after the later of the date the original expenditure is paid or the date the Project is placed in service but not more than three (3) years after the original expenditure is paid; provided, however, that if the Issuer qualifies as a small issuer under § 148 (f)(4)(D) of the Code, the Issuer shall allocate on its books the Reimbursement Lease proceeds to the expenditures described herein not later than three (3) years after the date the original expenditure is paid, and further provided, that if the project is a long-term construction project and the Issuer and a licensed architect or engineer certify that five (5) years is necessary to complete the project, the Issuer shall allocate on its books the Reimbursement Lease proceeds to the expenditures described herein within five (5) years of the date of the payment of the original expenditure (and the Issuer hereby certifies that five (5) years is necessary to complete the Project.)

SECTION 6. That the Issuer agrees that it will not use any reimbursed funds to pay debt service or to pay previously financed expenditures and represents that the reimbursement does not constitute any type of artifice or device to avoid arbitrage yield restriction or rebate requirements.

SECTION 7. That Sections 2 and 5 shall not apply (i) to funds allocated to reimburse costs of issuance, (ii) to an amount not in excess of the lesser of One Hundred Thousand Dollars and No Cents (\$100,000.00) or five percent (5%) of the proceeds of the Reimbursement Lease, or (iii) to an amount not in excess of twenty percent (20%) of the aggregate issue price that is reasonably expected to finance preliminary expenditures. Preliminary expenditures include architectural, engineering, surveying, soil testing, reimbursement bond issuance and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of the Project, other than land acquisition, site preparation and similar costs incident to commencement of construction.

SECTION 8. 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 PLYER, 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. 6.

Meeting Date: 02/17/2020

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6599

Authorizing Execution of a Professional Engineering Services Agreement with Daniel & Brown Inc. for the Design of a Waterline along Shepherd Drive and Farmington Road Project

Issue:

To consider a contract for professional engineering services with Daniel & Brown Inc. for the Design of a Waterline along Shepherd Drive and Farmington Road Project

Background:

The purpose of this project is to construct a waterline along Shepherd Drive and Farmington Road to deliver water to the Marilee SUD.

Origination:

Engineering Department

Financial Consideration:

The fee for engineering services will be \$65,000.00. The project is payable through a cooperative agreement with Marilee SUD.

Staff Recommendation:

It is recommended that the contract for professional engineering services with Daniel & Brown Inc. for Design of a Waterline along Shepherd Drive and Farmington Road Project be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6599

Agreement for Engineering Services

Aerial Location Map

RESOLUTION NO. 6599

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH DANIEL & BROWN INC. FOR THE DESIGN OF A WATERLINE ALONG SHEPHERD DRIVE AND FARMINGTON ROAD PROJECT; 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 Engineering Services Agreement with Daniel & Brown Inc. for the Design of a Waterline along Shepherd Drive and Farmington Road Project, 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 _____ 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**

DANIEL & BROWN INC.

AGREEMENT FOR ENGINEERING SERVICES

This Agreement, made this _____ day of February, 2020, by and between the City of Sherman, hereafter referred to as the OWNER, and DANIEL & BROWN INC., hereafter referred to as the ENGINEER: THE OWNER intends to construct an 18-inch PVC Waterline Project along Shepherd Road and Farmington Road, for which the ENGINEER agrees to perform the various professional engineering services for the design and construction of said system.

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

The ENGINEER shall furnish engineering services as follows:

1. The ENGINEER will accomplish the detailed design of the project; prepare construction drawings and specifications. It is understood that if subsurface explorations (such as borings, soil tests, rock soundings and other physical undertakings) are required, the ENGINEER will furnish coordination of said explorations without additional charge, but the costs incident to such explorations shall be paid for by the OWNER as set out in Section D hereof.
2. Prior to the advertisement for bids, the ENGINEER will prepare an estimate of construction cost and provide for each construction contract, detailed drawings and specifications for use by the OWNER, appropriate Federal, State, and local agencies from whom approval of the project must be obtained. The cost of such drawings and specifications shall be included in the basic compensation paid to the ENGINEER.
3. The ENGINEER will prepare and furnish necessary easement exhibits to OWNER for the acquisition of the easements by the OWNER.
4. The ENGINEER will furnish one 24" x 36" and one 11" x 17" copy of the drawings for bidding and award services. Upon award of each contract the ENGINEER will furnish to the OWNER three sets of the drawings. The cost of these sets shall be included in the basic compensation paid to the ENGINEER. Original

documents, survey notes, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER.

5. The OWNER will review and approve, for conformance with the design concept, any necessary shop and working drawings furnished by contractors.
6. The OWNER will interpret the intent of the drawings and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractors. The ENGINEER will not, however, guarantee the performance by any contractor.
7. The ENGINEER will establish baselines for locating the work together with a suitable manner of bench marks adjacent to the work as shown in the contract documents.
8. The OWNER will provide general engineering review of the work of the contractors as construction progresses to ascertain that the contractor is conforming to the design concept.
9. If requested by the OWNER, the ENGINEER will provide resident construction inspection. The ENGINEER'S undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the ENGINEER an insurer of the contractor's performance; and shall not impose upon the ENGINEER any obligation to see that the work is performed in a safe manner.
10. The OWNER will review the contractor's applications for progress and final payment.
11. The OWNER will prepare necessary contract change orders.
12. The OWNER will make final review prior to the issuance of the statement of substantial completion of all construction and submit a written report. Prior to submitting the final pay estimate, the OWNER shall submit a statement of completion to and obtain the written acceptance.
13. The ENGINEER will provide the OWNER with a set of record drawings at no additional cost to the OWNER. Such drawings will be based upon construction records provided by the contractor during construction and reviewed by the resident inspector and from the resident inspector's construction data.

SECTION B - COMPENSATION FOR ENGINEERING SERVICES

1. The OWNER shall compensate the ENGINEER for engineering design and surveying services, benchmark placement, easement exhibits, plans and specifications as indicated in Section A above (excluding inspection services Section A-9) in accordance with Attachment 1.
2. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period.

SECTION C - COMPENSATION FOR RESIDENT INSPECTION AS SET FORTH IN SECTION A-9

When the ENGINEER provides resident inspection, the OWNER agrees to pay the ENGINEER for such services in accordance with the schedule set out in Attachment 2. The ENGINEER will render to OWNER for such services an itemized bill, once each month, for compensation for such services performed hereunder during such period, the same to be due and payable by the OWNER to the ENGINEER on or before the 10th day of the following period.

SECTION D - ADDITIONAL ENGINEERING SERVICES

In addition to the foregoing being performed, the following services may be provided UPON PRIOR AUTHORIZATION OF THE OWNER.

1. Site surveys for water treatment plants, sewage treatment works, dams, reservoirs, and other similar special surveys as may be required.
2. Laboratory tests, well tests, borings, specialized geological, soils, hydraulic or other studies recommended by the ENGINEER.
3. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.
4. Necessary data and filing maps for water rights, water adjudication, and litigation.
5. Redesigns ordered by the OWNER after final plans have been accepted by the OWNER.

6. Appearance before courts or boards on matters of litigation or hearings related to the project.
7. Preparation of environment impact assessments or environmental impact statements.
8. Performance of detailed staking necessary for construction of the project.
9. Preparation of the operation and maintenance manual for facilities.
10. Preparation of application for funding, rate studies, water conservation plans, environmental information, or other documents.

Payment for the services specified in the Section D shall be as shown on Attachment I. The ENGINEER will render to OWNER for such services an itemized bill, separate from any other billing, once each month, for compensation for services performed hereunder during such period, the same to be due and payable by OWNER to the ENGINEER on or before the 10th day of the following period.

SECTION E - APPROVAL BY OWNER

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

(SEAL)

OWNER:

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: _____

Name: Eddy Daniel, P.E.

Title: President

Date: _____

**FEES FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE
SHEPHERD AND FARMINGTON ROAD WATERLINE PROJECT
FOR THE
CITY OF SHERMAN**

This Attachment provides for the fees for Professional Engineering Services in accordance with the tasks listed below:

<u>ENGINEERING TASK</u>	<u>ENGINEERING FEE</u>
1. Surveying	\$5,000.00
2. Easement documents preparation	\$2,500.00
3. Pressure – Capacity analysis	\$5,000.00
4. Preliminary 60% plans and review	\$20,000.00
a. Plan view of proposed layout	
b. City Standard Details	
c. 2 sets of plans	
5. Intermediate 90% plans and review	
a. Job-Specific Construction Details	\$25,000.00
b. Plan & Profiles	
c. Preliminary EOPCC	
d. 2 sets of plans	
6. Final 100% plans and specifications and quantities	
a. Only specifications specific to DBI Engineers	\$5,000.00
b. Final EOPCC	
c. 2 full-size sets of plans	
d. 2 half-size sets of plans	
e. 1 pdf set for bidding and testing purposes	
f. Assistance with Addenda, if any	
g. Attendance pre-bid conference one week prior to bid opening	
7. Record Drawings	\$2,500.00
a. 1 full size set “RECORD DRAWINGS”	
b. 1 digital AutoCAD of topo only	
c. 1 pdf of plans	

TOTAL FEES \$65,000.00

SCHEDULE OF HOURLY RATES
(Rev. 04/01/2017)

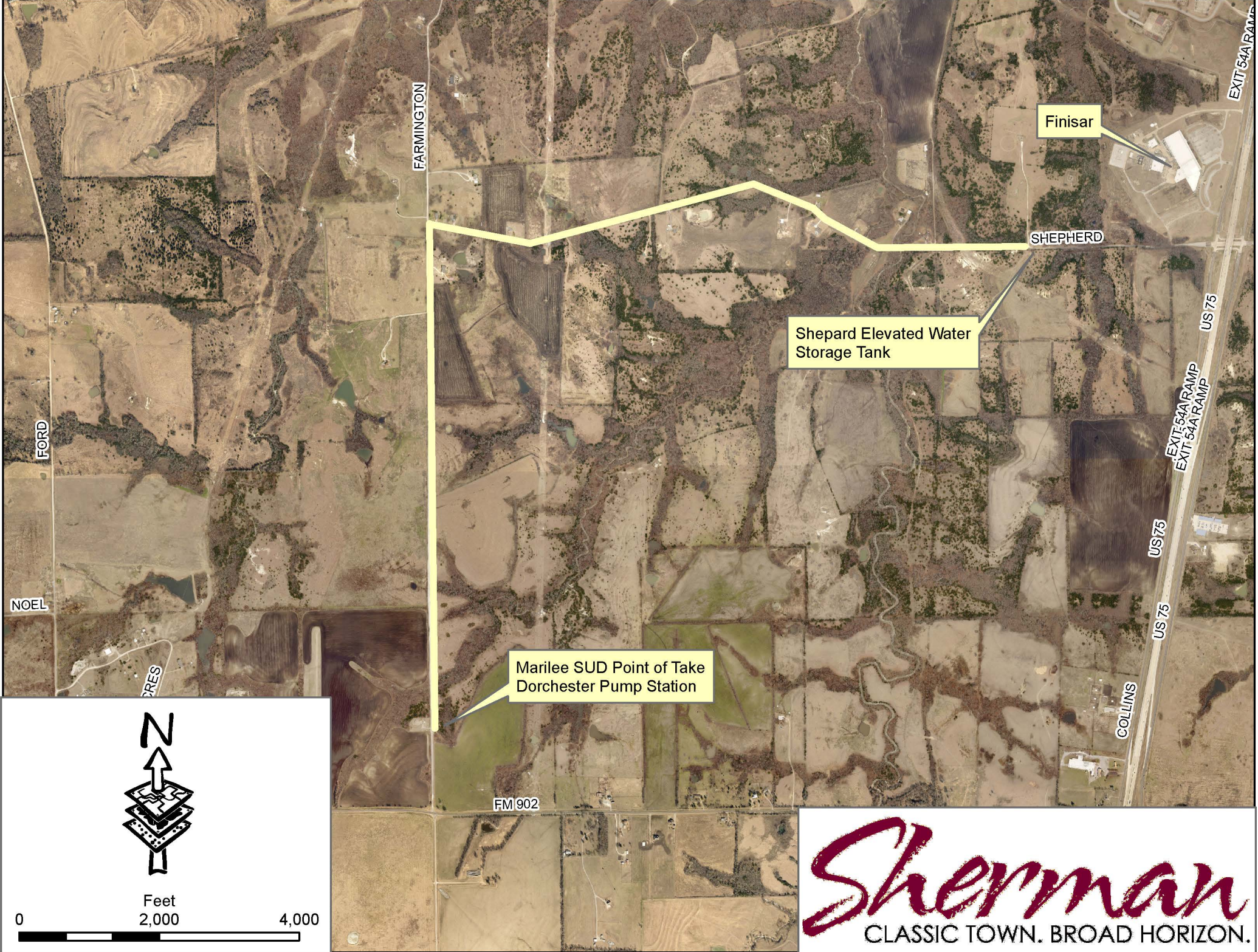
Standard Hourly Rates

Standard Hourly Rates are set forth below and include salaries and wages paid to personnel plus the cost of customary and statutory benefits, general and administrative overhead, non- project operating costs, and operating margin or profit.

<u>PERSONNEL</u>	<u>RATE PER HOUR</u>
<u>Engineering</u>	
Principal	\$_____200.00
Project Engineer	\$_____175.00
Project Manager	\$_____150.00
E.I.T. (Engineer in Training)	\$_____125.00
Sr, Engineering Technician	\$_____85.00
Engineering/Environmental Technician	\$_____85.00
CAD Technician	\$_____85.00
Administrative Clerk	\$_____65.00
<u>Inspection</u>	
Resident Project Representative	\$_____65.00

REIMBURSABLE EXPENSES:

1. Travel at maximum allowable IRS Rate plus time at above rates.
2. Actual cost of subsistence and lodging.
3. Actual cost of telephone calls, express charged, postage, etc.
4. Actual cost of materials used in surveying, drafting, printing and reproduction.
5. Actual cost times 1.05 for special tests and special surveys.



Feet
2,000

4,000

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 7.

Meeting Date: 02/17/2020

Prepared By: Jim Cross, Water Systems Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6600**

Awarding Bids to and Authorizing Execution of Contracts with Multiple Vendors for an Annual Supply of Chemicals for the Sherman Water Treatment Plant

Issue:

To consider awarding contracts to multiple vendors for an annual supply of chemicals to be used at the Sherman Water Treatment Plant

Background:

At the December 16, 2019 meeting, the City Council authorized a request to advertise for the solicitation of public bids from various chemical vendors for the annual supply of chemicals for our water operations. This year, the City received bids from fourteen (14) vendors. In order to gain maximum benefit for the City, each type of chemical is considered separately for awarding purposes; thus, the staff recommends awarding contracts to seven (7) different vendors based on the lowest price for each of the chemicals. Attached is a summary of the chemical vendors' pricing.

Origination:

Department of Utilities

Financial Consideration:

Funding is available in the Water Production budget for fiscal year (FY) 2019-2020 for the purchase of these chemicals.

Staff Recommendation:

It is recommended that the Council award the contracts for chemicals to the vendors as identified in the attached pricing summary.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6600

Supply Contract

Bid Tabulation

RESOLUTION NO. 6600

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING BIDS TO AND AUTHORIZING EXECUTION OF CONTRACTS WITH MULTIPLE VENDORS FOR AN ANNUAL SUPPLY OF CHEMICALS FOR THE SHERMAN WATER TREATMENT PLANT; 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 bids are hereby awarded to DPC Industries, Inc., Brenntag Southwest, Inc., Shrieve Chemical, FSTI, Inc., Shannon Chemical Corporation, Affinity Chemical, LLC and Pennco, Inc. for an annual supply of chemicals to be used at the Sherman Water Treatment Plant in accordance with the City's specifications; and 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 contracts of sale with DPC Industries, Inc., Brenntag Southwest, Inc., Shrieve Chemical, FSTI, Inc., Shannon Chemical Corporation, Affinity Chemical, LLC and Pennco, Inc. for said annual supply of chemicals to be used at the Sherman Water Treatment Plant, in accordance with the terms and provisions of the 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:

DAVID PLYLER, MAYOR

BY:

LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM.
AND CONTENT:**

BY:

**BRANDON S. SHELBY,
CITY ATTORNEY**

SUPPLY CONTRACT

THE STATE OF TEXAS §
COUNTY OF GRAYSON §

KNOW ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, made and entered into by and between the CITY OF SHERMAN, a municipal corporation of the State of Texas, hereinafter called "CITY", and _____, hereinafter called "SUPPLIER",

WITNESSETH:

SUPPLIER agrees to sell and will deliver to CITY, and CITY agrees to purchase from SUPPLIER, on an as-needed basis, chemicals specified as _____ for use at the Sherman Water Treatment Plant as described in the Invitation to Bid and incorporated herein for all purposes. As consideration for this contract, SUPPLIER agrees to sell and deliver such chemicals at the prices specified therein in the Invitation to Bid during the contract period beginning on February 3, 2020, and ending on February 2, 2021.

Reference is hereby made to the specifications and requirements of the Invitation to Bid prepared by CITY and the Bid Proposal submitted by SUPPLIER on January 23, 2020 in answer to CITY's Invitation to Bid. All of the specifications and requirements of CITY's Invitation to Bid, are incorporated herein by reference and are part of this contract for all purposes.

SUPPLIER hereby agrees to deliver ordered chemicals to CITY at the Sherman Water Treatment Plant located at 243 La Cima Drive, Sherman, Texas, within four (4) business days from the date of order placement. CITY reserves the right on or before initiation of order to reasonably restrict days and hours for delivery. CITY will pay SUPPLIER for chemicals delivered within thirty (30) days from the date of the receipt of invoice.

CITY retains the right to reject without restriction all or any chemicals delivered by SUPPLIER which fails to comply with the specifications as set forth in the Invitation to Bid and the Bid Proposal submitted by SUPPLIER. Upon written notice by City to Supplier of non-conforming delivered chemicals which fail to comply with specifications, SUPPLIER shall have three (3) business days from notice of rejection to replace the non-conforming chemicals. CITY shall on notice receive credit for all charges related to non-conforming chemicals delivered. Supplier shall have twenty (20) days from notice of CITY's rejection of non-conforming chemicals to remove non-conforming chemicals from the Sherman Water Treatment Plant at SUPPLIER's expense in default of which, CITY may, at its election, return to SUPPLIER non-conforming chemicals delivered to the CITY thirty (30) days from notice to the SUPPLIER. In the event of CITY's return of non-conforming chemicals, CITY shall be entitled to recover all costs and expense relating to reloading, removal and return of rejected non-conforming chemicals from SUPPLIER. CITY is expressly authorized to contract for return in default of SUPPLIER's removal of non-conforming chemical

supply pursuant to this agreement. City assumes no liability for loss or damage to non-conforming items delivered to CITY under this provision and SUPPLIER agrees to release and hold harmless CITY from any claim or liability relating to SUPPLIER's delivery of non-conforming items pursuant to this contract.

Payment of Monies Owed to the City of Sherman. CITY may, in its discretion, apply any monies owed to SUPPLIER, the contracting party under this agreement, in partial or complete satisfaction of any property taxes due or other monies owed the City of Sherman, which are or become delinquent during the term of this contract.

Amendment of Contract. This agreement may not be changed, varied or altered except by an instrument in writing, duly executed on behalf of CITY and by SUPPLIER.

Assignment of Contract. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may be assigned without such consent (except to the extent that the effect by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.

Severability. Any provision or part of this Contract that is held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CITY and SUPPLIER, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Headings. Section or other headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract.

Conflicts. If there are any conflicts between the Contract and the Invitation to Bid, the provisions in the Contract prevail over the provisions in the Invitation to Bid.

Supplier's Warranty. SUPPLIER expressly represents and warrants its compliance with all applicable laws, ordinances and regulations in its operations and material delivered under this Agreement including, but not limited to AWWA standards and NSF60 requirements. SUPPLIER further expressly represents and warrants its compliance with all applicable regulation of hazardous substances as may be present in, used, manufactured, handled, created, stored or delivered to CITY incidental to this Agreement. CITY has no duty to inspect or examine material furnished by SUPPLIER under this Agreement. CITY is entitled to fully rely on material as represented by and specified of SUPPLIER under this Agreement.

Supplier's Indemnity of City. SUPPLIER agrees to indemnify, defend and hold harmless CITY against all claims, damages and liabilities of whatever nature, foreseen or unforeseen under any environmental, hazardous substance law or other law including, but not limited to the following:

- a) All fees incurred in defending any action or proceeding brought by any individual, public or private entity arising from materials furnished or incidental to this Agreement. SUPPLIER's liability for fees shall include, but not be limited to legal fees, environmental consultants, engineers, surveyors and expert witnesses.

- b) Any diminution in property value attributable to:
- i.) breach of warranty under this Agreement or,
 - ii.) any cleanup, detoxification, remediation or other response action taken or incidental to any material the subject of this Agreement as may be imposed by Federal, State, local government or Court order.

Notices under this. Agreement. All notices under this Agreement require written notice delivered to CITY or SUPPLIER at the address indicated on this agreement or as otherwise noticed by the party in writing.

Applicable Laws and Venue. This agreement shall be construed in accordance with the laws of the State of Texas, shall be deemed performable and enforceable in the State of Texas, with venue in Grayson County, Texas.

IN WITNESS WHEREOF, this instrument, in duplicate originals of equal force, has been executed on behalf of SUPPLIER and on behalf of CITY, City of Sherman, by its City Manager and attested by its City Clerk, effective the _____ day of _____ 2020.

SUPPLIER:

CITY:

CITY OF SHERMAN, TEXAS

BY: _____ BY: _____
NAME: _____ ROBBY HEFTON,
TITLE: _____ CITY MANAGER
ADDRESS: _____ 220 W. MULBERRY
_____ SHERMAN, TEXAS, 75090

ATTEST:

ATTEST:

BY: _____ BY: _____
NAME: _____ LINDA ASHBY,
TITLE: _____ CITY CLERK

APPROVED:

BRANDON SHELBY
CITY ATTORNEY

City of Sherman
Water Treatment Chemical Bid Tabulation
January 23, 2020; 2:00 PM

[illegible]

[illegible]

City of Sherman
Water Treatment Chemical Bid Tabulation
January 23, 2020; 2:00 PM

Bidder	15		16	
	Calcium Hypochlorite (73%) (Granular - 100-lb Bucket)		Calcium Hypochlorite (65%) (3" Tablets - 55-lb Bucket)	
	per unit	total cost	per unit	total cost
	2.5000	\$ 1,500.00	2.7500	\$ 907.50
			2.5000	\$ 825.00
	2.5000	\$ 1,500.00	2.7500	\$ 907.50



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 8.

Meeting Date: 02/17/2020

Prepared By: Wayne Lee, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6601**

Abandoning a Portion of Three (3) Twenty Foot (20') Sanitary Sewer Easements located in Lot 1, Block 1 of Block One, Independence Square Addition, Section Three, Volume 10, Page 11, Plat Records, Grayson County, Texas, and being more particularly described as Parcel 1 and Parcel 2 on the Exhibit "A" attached hereto and made a part hereof for all purposes, which Sanitary Sewer Easements are recorded in Volume 10, Page 11 of the Plat Records, Volume 865, Page 640 and Volume 1440, Page 710 of the Deed Records of Grayson County, Texas

Issue:

To consider the abandonment of a portion of three (3) 20' sanitary sewer easements lying within the property line of Lot 1, Block 1 of Block One, Independence Square Addition, Section Three to the City of Sherman, Texas

Background:

Said easements, which are filed of record in Volume 10, Page 11 of the Plat Records, Volume 865, Page 640 and Volume 1440, Page 710 of the Deed Records of Grayson County, Texas, are not being utilized and are no longer deemed necessary.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the three (3) 20' sanitary sewer easement abandonments.

Alternatives:

As may be directed by City Council

Attachments

Resolution No. 6601

Release and Abandonment of Easement

Exhibit "A" as noted in both documents

Aerial Location Map

RESOLUTION NO. 6601

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A PORTION OF THREE (3) TWENTY FOOT (20') SANITARY SEWER EASEMENTS LOCATED IN LOT 1, BLOCK 1 OF BLOCK ONE, INDEPENDENCE SQUARE ADDITION, SECTION THREE, VOLUME 10, PAGE 11, PLAT RECORDS, GRAYSON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS PARCEL 1 AND PARCEL 2 ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH SANITARY SEWER EASEMENTS ARE RECORDED IN VOLUME 10, PAGE 11 OF THE PLAT RECORDS, VOLUME 865, PAGE 640 AND VOLUME 1440, PAGE 710 OF THE DEED RECORDS OF GRAYSON COUNTY, TEXAS; 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, the City Council is of the opinion that the abandoning, vacating and closing of said sanitary sewer easements as depicted on the attached map is in the public interest and is approved;

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

SECTION 1. That the three (3) twenty foot (20') sanitary sewer easements located in Lot 1, Block 1 of Block One, Independence Square Addition, Section Three, in the City of Sherman, County of Grayson, State of Texas, said easements being recorded in Volume 10, Page 11 of the Plat Records, Volume 865, Page 640 and Volume 1440, Page 710 of the Deed Records of Grayson County, Texas, as depicted as Parcel 1 and Parcel 2 in Exhibit "A" attached hereto, be and are hereby extinguished, vacated, closed, and permanently abandoned as an easement for public use.

SECTION 2. 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 Release and Abandonment of Easement in the same or substantially same form as the contract document attached hereto and incorporated herein for all purposes.

SECTION 3. 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 PLYER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO
FORM AND CONTENT:**

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

RELEASE AND ABANDONMENT OF EASEMENT

DATE: February 14, 2020

PROPERTY:

BEING 0.152 ACRES and 0.254 ACRES, BEING A PART OF A 20-FOOT SANITARY SEWER EASEMENT, IN LOT 1, BLOCK 1 OF BLOCK ONE, INDEPENDENCE SQUARE ADDITION, SECTION THREE TO THE CITY OF SHERMAN, TEXAS, AS SHOWN BY PLAT OF RECORD IN VOLUME 10, PAGE 11, PLAT RECORDS, GRAYSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS PARCEL 1 AND PARCEL 2 ON THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

WHEREAS, the above described property is a part of Lot 1, Block 1 of Block One, Independence Square Addition, Section Three as filed of record in Volume 10, Page 11 of the Plat Records of Grayson County, Texas.

WHEREAS, said property contains three (3) 20-foot Sanitary Sewer Easements as filed of record in Volume 10, Page 11 of the Plat Records, Volume 865, Page 640, and Volume 1440, Page 710 of the Deed Records of Grayson County, Texas and being more particularly described as Parcel 1 and Parcel 2 on the Exhibit "A" attached hereto and made a part hereof for all purposes.

WHEREAS, said Sanitary Sewer Easements are not being utilized and the City of Sherman no longer deems said 20-Foot Sanitary Sewer Easements as necessary Easements.

WHEREAS, the City of Sherman, Texas, does hereby abandon, relinquish and vacate its interest in and to the easement described above.

THE CITY OF SHERMAN, TEXAS

By: _____

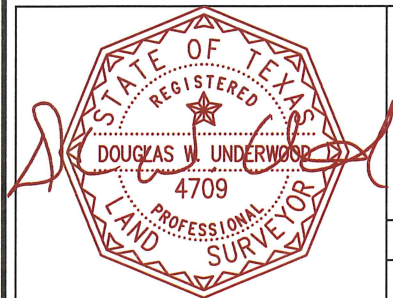
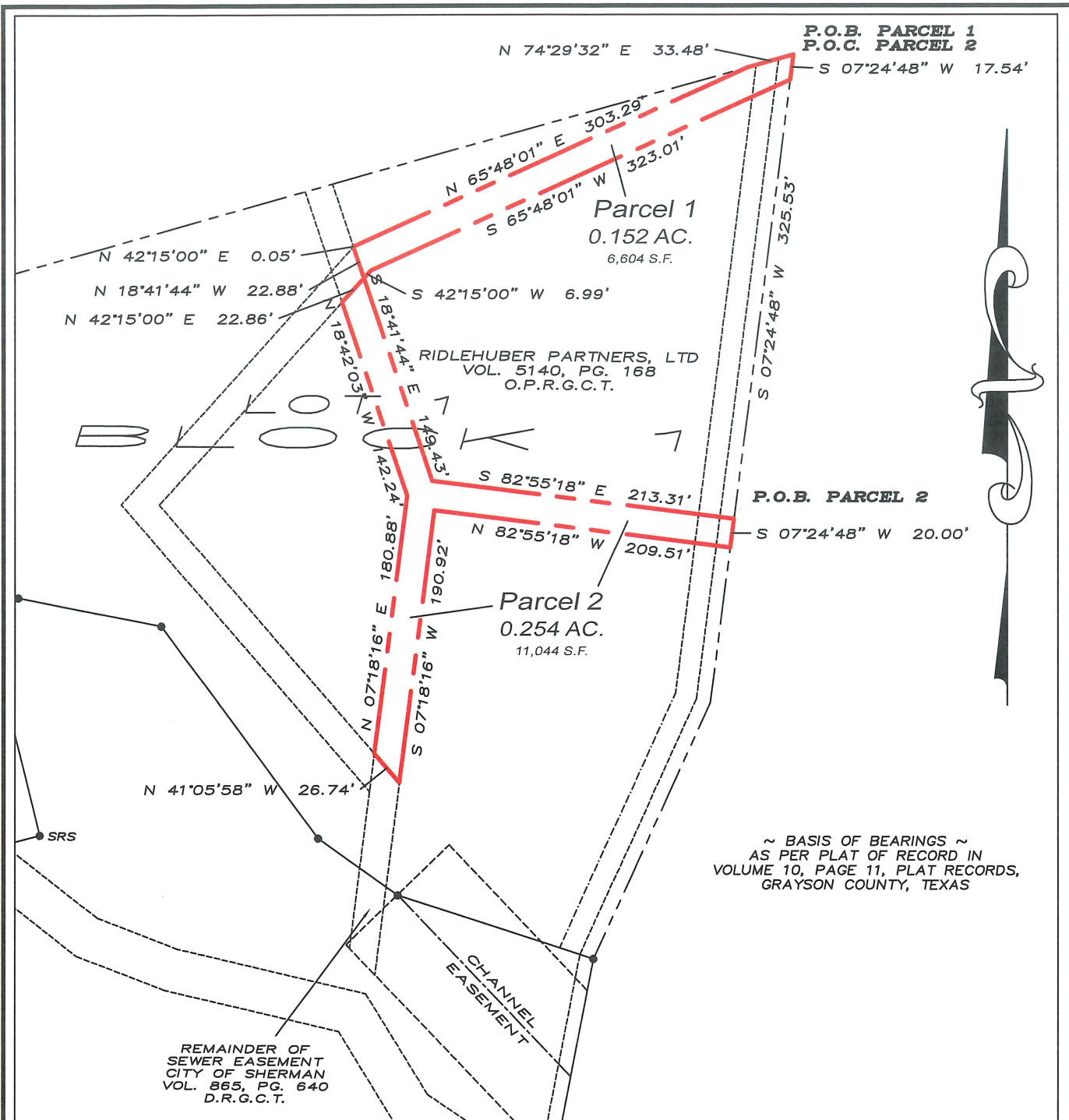
Title: _____

STATE OF TEXAS }
COUNTY OF GRAYSON }

This instrument was acknowledged before me on the _____ day of February, 2020, by _____, as _____ of THE CITY OF SHERMAN, TEXAS.

Notary Public – State of Texas

EXHIBIT "A"



DOUGLAS W. UNDERWOOD,
R.P.L.S. NO. 4709
FIRM NO. 10006300

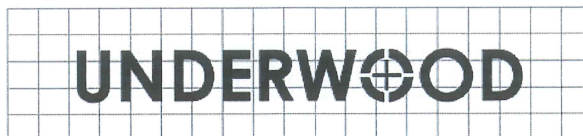
EASEMENT ABANDONMENT SHERMAN, TEXAS

DATE: 02/13/20
DRAWN BY: CG
APPROVED BY: DWU
SCALE: 1" = 100'



DRAFTING & SURVEYING, INC.
3404 INTERURBAN ROAD
DENISON, TEXAS 75021
(903) 465-2151 FAX: (903) 465-2152

LOT 1, BLOCK 1
INDEPENDENCE SQUARE ADDITION
SHERMAN, TEXAS

**DRAFTING & SURVEYING, INC.****LEGAL DESCRIPTION****Parcel 1**

Situated in the County of Grayson, State of Texas, being a part of a 20' Utility Easement across Lot 1, Block 1, Independence Square, Addition, an addition to the City of Sherman, Texas as recorded in Volume 10, Page 11, Plat Records, Grayson County, Texas, and being more particularly described by metes and bounds as follows:

*Beginning at the northeast corner of said Lot 1,
 Thence South 07°24'48" West, a distance of 17.54 feet to a point;
 Thence South 65°48'01" West, a distance of 323.01 feet to a point;
 Thence South 42°15'00" West, a distance of 6.99 feet to a point;
 Thence North 18°41'44" West, a distance of 22.88 feet to a point;
 Thence North 42°15'00" East, a distance of 0.05 feet to a point;
 Thence North 65°48'01" East, a distance of 303.29 feet to a point;
 Thence North 74°29'32" East, a distance of 33.48 feet to the Point of Beginning and containing 0.152 acres or 6,604 square feet of land.*

LEGAL DESCRIPTION**Parcel 2**

Situated in the County of Grayson, State of Texas, being a part of Lot 1, Block 1, Independence Square, Addition, an addition to the City of Sherman, Texas as recorded in Volume 10, Page 1, Plat Records, Grayson County, Texas, also being a part of those Utility Easements granted to the City of Sherman as recorded in Volume 865, Page 640 and Volume 1440, Page 710, Deed Records, Grayson County, Texas and being more particularly described by metes and bounds as follows:

Commencing at the northeast corner of said Lot 1,

*Thence South 07°24'48" West, a distance of 325.53 feet to the True Point of Beginning;
 Thence South 07°24'48" West, a distance of 20.00 feet to a point;
 Thence North 82°55'18" West, a distance of 209.51 feet to a point;
 Thence South 07°18'16" West, a distance of 190.92 feet to a point;
 Thence North 41°05'58" West, a distance of 26.74 feet to a point;
 Thence North 07°18'16" East, a distance of 180.88 feet to a point;
 Thence North 18°42'03" West, a distance of 142.24 feet to a point;
 Thence North 42°15'00" East, a distance of 22.86 feet to a point;
 Thence South 18°41'44" East, a distance of 149.43 feet to a point;
 Thence South 82°55'18" East, a distance of 213.31 feet to the Point of Beginning and containing 0.254 acres or 11,044 square feet of land.*

2300 N. Sam Rayburn Freeway



0 250 500 1,000 1,500 2,000 1 inch = 500 feet
Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 9.

Meeting Date: 02/17/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6602**

Authorizing Execution of an Encroachment Easement to Phillip A. Tillett and Devera L. Tillett for the Encroachment of a Single Family Residential Structure within the Platted Public Utility Easement running along the west side of Lot 3, Block 3 of the Replat of Lot 1 thru 5, Block 2 Inclusive and all of Block 3, Bright Star Addition, locally known as 709 West Lamberth Road in the City of Sherman, Texas

Issue:

To consider granting an encroachment easement into the platted public utility easement along the west side of Lot 3, Block 3 of the Replat of Lot 1 thru 5, Block 2 inclusive and all of Block 3, Bright Star Addition in the City of Sherman, Texas

Background:

During the improvements survey on the subject property, it was noted that the single family residence located at 709 West Lamberth Road encroaches into the platted public Utility Easement by a maximum of two feet, six inches (2' 6"). An Easement Encroachment will be necessary for this property to receive a Certificate of Occupancy from the City of Sherman.

Origination:

Phillip A Tillett and Devera L. Tillett, property owners

Financial Consideration:

None

Staff Recommendation:

City staff has no objections to the proposed encroachment and, upon receiving approval from the franchised utilities, it is recommended that the encroachment be granted.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6602

Encroachment Easement

Exhibit "A" as noted in both documents

Aerial Location Map

RESOLUTION NO. 6602

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO PHILLIP A. TILLET AND DEVERA L. TILLET FOR THE ENCROACHMENT OF A SINGLE FAMILY RESIDENTIAL STRUCTURE WITHIN THE PLATTED PUBLIC UTILITY EASEMENT RUNNING ALONG THE WEST SIDE OF LOT 3, BLOCK 3 OF THE REPLAT OF LOT 1 THRU 5, BLOCK 2 INCLUSIVE AND ALL OF BLOCK 3, BRIGHT STAR ADDITION, LOCALLY KNOWN AS 709 WEST LAMBERTH ROAD IN THE CITY OF SHERMAN, TEXAS; 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 an encroachment easement to Phillip A. Tillett and Devera L. Tillett for the encroachment of a single family residential structure within the platted public utility easement running along the west side of Lot 3, Block 3 of the Replat of Lot 1 Thru 5, Block 2 Inclusive and all of Block 3, Bright Star Addition, locally known as 709 West Lamberth Road in the City of Sherman, Texas, as shown on the Exhibit "A" 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 as required by law 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**

ENCROACHMENT EASEMENT

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

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR," in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **PHILIP TILLET** of Sherman, Texas, hereinafter called "GRANTEE," an encroachment easement to allow a single family residential structure to encroach a maximum of 2-foot, 6-inches within a platted 10' Utility Easement on Lot 3, Block 3 of the Replat of Lot 1 Thru 5, Block 2, Inclusive and all of Block 3, Bright Star Addition, in the City of Sherman, as shown on the Exhibit "A," attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

This instrument shall be construed as conveying an encroachment easement to GRANTEE, its heirs, successors and assigns, for the limited purpose of allowing a permanent residence within the herein described encroachment area. GRANTEE agrees that all maintenance of the residence shall be the responsibility of the GRANTEE without cost, fees or expense to GRANTOR.

That GRANTEE shall fully and completely indemnify and hold harmless the GRANTOR and any franchise utilities utilizing said easement from any and all damages, actions, suits, claims, demands, liabilities, executions and judgments, whether liquidated or unliquidated, absolute or contingent, direct or indirect, at law or in equity, together with attorney fees which may occur in any manner by reason of any manner, fact, or thing arising from this conveyance and use of the area.

In the event it becomes necessary for the GRANTOR or any public utility to utilize the encroachment area for the purpose of installing new utilities, removing or repairing any public utilities located therein, GRANTEE hereby releases GRANTOR and any public utility from any and all claims for damages, costs or expenses, and shall include, but specifically not be limited to, the cost of repair, relocation, or removal of structure and loss of use of such area.

TO HAVE AND TO HOLD the above described encroachment easement unto the said GRANTEE, its heirs, successors and assigns, until the use of such encroachment is no longer necessary.

EXECUTED this the _____ day of _____, 2020.

CITY:

CITY OF SHERMAN, a Texas home-rule
municipal corporation

BY: _____

Robby Hefton,
City Manager

Approved as to Form and Content:

By: _____

Brandon Shelby,
City Attorney

OWNER:

PHILIP TILLET, homeowner

BY: _____

Philip Tillett,
Homeowner

Attest: _____

Linda Ashby,
City Clerk

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2020, by Robby Hefton, City Manager of the **CITY OF SHERMAN**, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas
Printed Name of Notary: _____
My Commissions Expires: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2020, by Philip Tillett, to be the person whose name is subscribed to the forgoing instrument and who acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Notary Public, State of Texas
Printed Name of Notary: _____
My Commissions Expires: _____

THIS LOT IS WITHIN ZONE 'X'. (UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% CHANCE FLOODPLAIN, PER FLOOD INSURANCE RATE MAP NUMBER 48181C0290F, FOR GRAYSON COUNTY, TEXAS AND INCORPORATED AREAS. EFFECTIVE DATE: SEPTEMBER 29, 2010. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

THIS SURVEY IS FOR THE BENEFIT OF PHILLIP A. TILLET, DEVERA L. TILLET, WESLEY D. BRANDON, AND RED RIVER TITLE COMPANY, Per GF No. 0131896, and certifies that I, William Davis Finney, Tx.R.P.L.S. #3941, have prepared a careful and accurate survey on the ground, of property located at #709 W. Lamberth Road, Sherman, Grayson County, Texas, 75092, Being Lot Three (3), in Block Three (3) of REPLAT OF LOT 1 THRU 5, BLOCK 2, INCLUSIVE AND ALL OF BLOCK 3, BRIGHT STAR ADDITION, per Plat Filed in Volume 3, Page 80, and Held in Cabinet 'A', Slide 325, Plat Records of Grayson County, Texas, and that there are no (visible) encroachments, conflicts, protrusions, or easements, except as shown hereon.

William Davis Finney

LEGEND

PC = PLAT CALL
S.I.R. = SET IRON ROD
F.I.R. = FOUND IRON ROD
CONC. = CONCRETE
R.P.R./G.C.Tx. = REAL PROPERTY RECORDS GRAYSON COUNTY, TEXAS
D.R./G.C.Tx. = DEED RECORDS GRAYSON COUNTY, TEXAS

BC = BACK OF CURB
PP = POWER POLE
GW = GUY WIRE ANCHOR
TP = TELEPHONE POLE

Graphic Scale: 1" = 30'

0 10 30 60

STATE OF TEXAS
REGISTERED
WILLIAM DAVIS FINNEY
3941
PROFESSIONAL LAND SURVEYOR

SURVEY OF LOT 3, BLOCK 3, REPLAT OF LOT 1 THRU 5, BLOCK 2, INCLUSIVE AND ALL OF BLOCK 3, BRIGHT STAR ADDITION TO THE CITY OF SHERMAN, AS SHOWN ON REPLAT FILED IN VOL. 3, PG. 80, HELD IN CAB. 'A', SLIDE 325, P.R./G.C.TX, LOCATED AT 709 W. LAMBERTH ROAD, SHERMAN, TEXAS 75092

DATA LAND SERVICES CORP. REGISTERED PROF. LAND SURVEYING
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING FIRM REGISTRATION LICENSE NUMBER 10183900
P.O. BOX 2110, FORNEY, TEXAS, 75126
Ph. (972) 564-6166 Fax (972) 564-3079
Cell (903) 815-2769 hlfinaey@verizon.net

Job No.: 40064
Drawn by: W.D.F.
Scale: 1" = 30'
Date: JANUARY 27, 2020

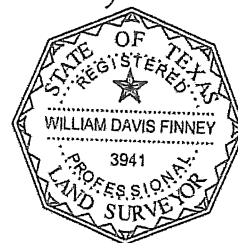
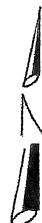
BASIS OF BEARINGS:
GRID NORTH U. S. STATE PLANE 1983
TEXAS NORTH CENTRAL ZONE 4202 (CONUS)
PER ALL TERRA CENTRAL NETWORK
LINKED WITH TRIMBLE GPS RTK RECEIVER.

THIS SURVEY IS FOR THE BENEFIT OF PHILLIP A. TILLETT, DEVERA L. TILLETT, WESLEY D. BRANDON, AND RED RIVER TITLE COMPANY, Per GF No. 0131896, and certifies that I, William Davis Finney, Tx.R.P.L.S. #3941, have prepared a careful and accurate survey on the ground, of property located at #709 W. Lamberth Road, Sherman, Grayson County, Texas, 75092, Being Lot Three (3), in Block Three (3) of REPLAT OF LOT 1 THRU 5, BLOCK 2, INCLUSIVE AND ALL OF BLOCK 3, BRIGHT STAR ADDITION, per Plat Filed in Volume 3, Page 80, and Held in Cabinet 'A', Slide 325, Plat Records of Grayson County, Texas, and that there are no (visible) encroachments, conflicts, protrusions, or easements, except as shown hereon. *W.D.F.*

William Davis Finney

PC = PLAT CALL
S.I.R. = SET IRON ROD
F.I.R. = FOUND IRON ROD
CONC. = CONCRETE
R.P.R./G.C.Tx. = REAL PROPERTY RECORDS
GRAYSON COUNTY, TEXAS
D.R./G.C.Tx. = DEED RECORDS GRAYSON COUNTY, TEXAS

BC = BACK OF CURB
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GW = GUY WIRE ANCHOR
TP = TELEPHONE POLE



Graphic Scale: 1" = 30"

BASIS OF BEARINGS:
GRID NORTH U. S. STATE PLANE 1983
TEXAS NORTH CENTRAL ZONE 4202 (CONUS)
PER ALLTERRA CENTRAL NETWORK
LINKED WITH TRIMBLE GPS RTK RECEIVER

SURVEY OF LOT 3, BLOCK 3, REPLAT OF LOT 1 THRU 5, BLOCK 2, INCLUSIVE
AND ALL OF BLOCK 3, BRIGHT STAR ADDITION TO THE CITY OF SHERMAN,
AS SHOWN ON REPLAT FILED IN VOL. 3, PG. 80, HELD IN CAB. 'A', SLIDE 325,
P.R./G.C.TX, LOCATED AT 709 W. LAMBERTH ROAD, SHERMAN, TEXAS 75092

DATA LAND SERVICES CORP. REGISTERED PROF. LAND SURVEYING
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING LICENSE NUMBER 10183900

P. O. BOX 20110, FORNEY, TEXAS, 75126
Ph. (972) 564-6166 Fax (972) 564-3079
Cell (903) 815-2769 hlfirney@verizon.net

Job No.: 40064 Scale: 1" = 30'
Drawn by: W.D.F. Date: JANUARY 27, 2020

709 W. Lamberth



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





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 10.

Meeting Date: 02/17/2020

Prepared By: Scott Shadden, Director of Developmental Services

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6603**

Authorizing Execution of an Agreement with Jose Tobar and Jovani Menjivar for the Abatement of Ad Valorem Property Taxes for the Construction of a New Single-Family Residence at 1808 East Alma Avenue 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 1808 East Alma Avenue 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 Tobar and Jovani Menjivar, 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 \$427.30 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. 6603

Residential Tax Abatement Agreement

Application

Warranty Deed

Building Permit

Site Plan

Aerial Location Map

Photo

Reinvestment Zone Map

RESOLUTION NO. 6603

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSE TOBAR AND JOVANI MENJIVAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1808 EAST ALMA AVENUE 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 Tobar and Jovani Menjivar 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 Tobar and Jovani Menjivar 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 1808 East Alma Avenue, 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 TOBAR AND JOVANI MENJIVAR**, 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 1808 East Alma Avenue, Sherman, Texas, and as more particularly described by the following:

BEING Lot 8 and the west ½ of Lot 10, Block 1, Milan Heights Addition

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 Tobar and Jovani Menjivar
635 Preston Meadows Road
Sherman, TX 75092
(903) 816-0416

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 _____, 2019.

CITY:
CITY OF SHERMAN, TEXAS

OWNERS:
JOSE TOBAR AND JOVANI MENJIVAR

BY: _____
ROBBY HEFTON
CITY MANAGER

BY: _____
JOSE TOBAR

BY: _____
JOVANI MENJIVAR

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 TOBAR** 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 _____, 2019 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 **JOVANI MENJIVAR** 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 _____, 2019 A.D.

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

CITY OF SHERMAN
APPLICATION FOR RESIDENTIAL TAX ABATEMENT

Property Owner:

Name: Jose Tobar

Mailing Address: 635 Preston Meadows Rd. Sherman TX 75092

Telephone Number: (903) 816-0416

Contact (if different than owner):

Name: _____

Mailing Address: Same.

Telephone Number: _____

Property:

Physical Address: 1808 E Alma Ave.

Summary Legal Description: Lot: 8 Block: 1 Addition: Milan High

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: \$100,000.

Estimated Date of Start of Construction: 01/08/20

Estimated Date of Completion of Project: 08/01/20

Description of Project: _____

New House.

Applicant(s): Tobar

Date: 01/08/20.

Date: _____

2018 - 18312



VG-286-2018-18312

Grayson County
Wilma Bush
County Clerk

Instrument Number: 2018 - 18312

Real Property Recordings

Recorded On: August 14, 2018 01:30 PM

Number of Pages: 3

Parties: DEWITT TIMOTHY S

" Examined and Charged as Follows: "

Total Recording: \$30.00

***** 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: 18312
Receipt Number: 20180814000166
Recorded Date/Time: August 14, 2018 01:30 PM
User: Hailee A
Station: CLERK05

Record and Return To:

RED RIVER TITLE CO
421 N CROCKETT ST

SHERMAN TX 75090



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

GF# 0128083

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.

GENERAL WARRANTY DEED

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

TIMOTHY S. DEWITT, a single man ("Grantor"), whose mailing address is 2917 Preston Club Drive, Sherman, Texas 75092, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid by JOVANI MENJIVAR AND JOSE TOBAR ("Grantee"), whose mailing address is 2517 S First St, Sherman, Texas 75090, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, the following real property, together with all improvements thereon (the "Property"):

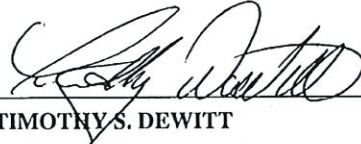
BEING LOT 8 AND THE WEST 1/2 OF LOT 10, BLOCK 1, MILAM HEIGHTS ADDITION, AN ADDITION TO THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS PER PLAT OF RECORD IN VOLUME 160, PAGE 452, DEED RECORDS, GRAYSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold unto Grantee, and Grantee's heirs, successors and assigns, forever; and Grantor does hereby bind itself and its heirs and successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, Grantee's heirs, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, provided, however, that this conveyance is made by Grantor and accepted by Grantee subject to (i) the liens securing payment of ad valorem taxes for the current and all subsequent years and (ii) easements, liens, reservations, covenants, conditions, and restrictions of record in **Grayson County, Texas**, or visible or apparent on the ground to the extent the foregoing affect the Property. By acceptance of this deed, Grantee assumes and agrees to perform all of the obligations of Grantor under said easements, reservations, covenants, conditions and restrictions, and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

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

EXECUTED AS OF AND EFFECTIVE the 13th day of August, 2018.

GRANTOR:


TIMOTHY S. DEWITT

ACKNOWLEDGEMENT

STATE OF TEXAS

§

COUNTY OF Grayson

§

§

Before me, a Notary Public, on the 13 day of August, 2018,
personally appeared **TIMOTHY S. DEWITT**, who acknowledged that he did sign the foregoing
instrument, and acknowledged to me that he executed the same for the uses and purposes and
consideration therein expressed.





Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

THE HAY LEGAL GROUP PLLC
611 W. 5th Street, Suite 300
Austin, Texas 78701



CITY OF SHERMAN
New Residential Building Permit
#20-000036 | Issued on: 01/08/2020 at 9:38 AM

ADDRESS	LEGAL	PERMIT HOLDER	OWNERS
1808 E ALMA Ave Sherman, TX	Milan Heights Addn, Block 1, Lot 8 & W/2 10	Mario Tobar	• Jovani & Menjivar

INFORMATION FIELDS

Square Feet	1939
Bedrooms	3
Bathrooms	2
Number of Stories	1
Number of Acres	0.5
Type of Construction List	Wood Frame
Garage Parking	1
Off Street Parking	2
Tax Abatement	Yes
Sewer Disposal	Public Sewer
Water Supply	Public
Heating	Electric
Permit Certification	Yes

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

LOT 7

BLOCK 2
MILAM HEIGHTS ADDITION
VOL. 160, PG. 452, D.R.G.C.T.

LOT 9

LOT 11

EAST ALMA AVENUE
(32' ASPHALT SURFACE W/CURB & GUTTER,
80' R.O.W., VOL. 160, PG. 452, D.R.G.C.T.)

N 80°39'57" E 100'

1/2" FST/CM

N 80°39'57" E 75.00'

(75.00')
N 80°39'57" E 74.80'

IRSC

IRSC

FENCE ENDS

CLYDE ELMER SANDERS
VOL. 827, PG. 396
D.R.G.C.T.

BL
MILAM HEIGHTS
VOL. 160
D.R.

LOT 14

LOT 12

JOVANI MENJIVAR
INST. NO. 2018-18312
O.R.G.C.T.

N 09°29'23" W 150.00'
(150.00')

LOT 6

LOT 8

LOT 10

S 09°29'23" E 150.00'
(150.00')

0.9'

MFCP BRS
S 34°46' E 23'

S 80°39'57" W 74.80'
(75.00')

MFCP BRS
S 09°29' E 0.8'

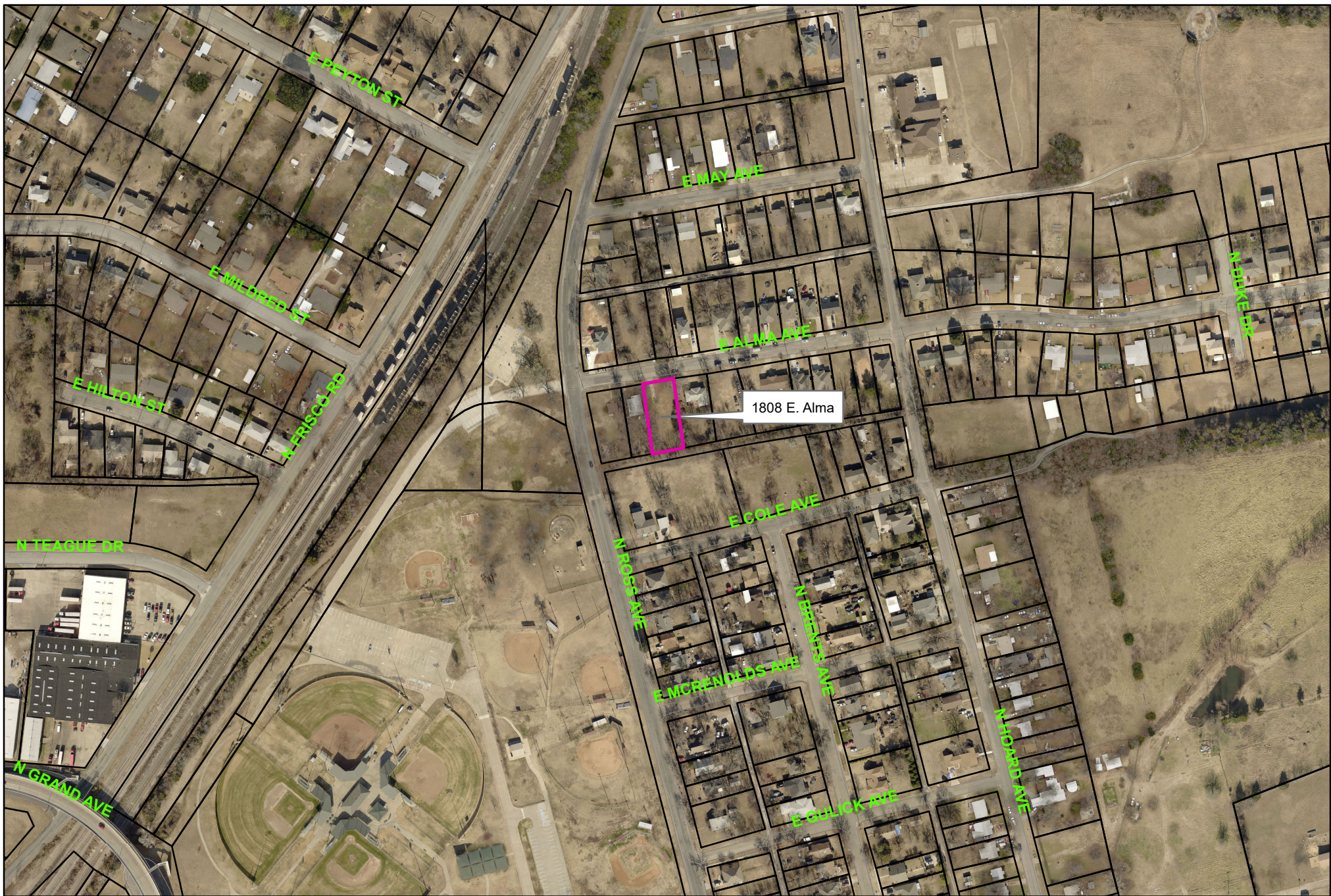
20' ALLEY
(UNIMPROVED)(160-452)

LOT 11

LOT 9

FRANCIS KATIE KING

LOT 7



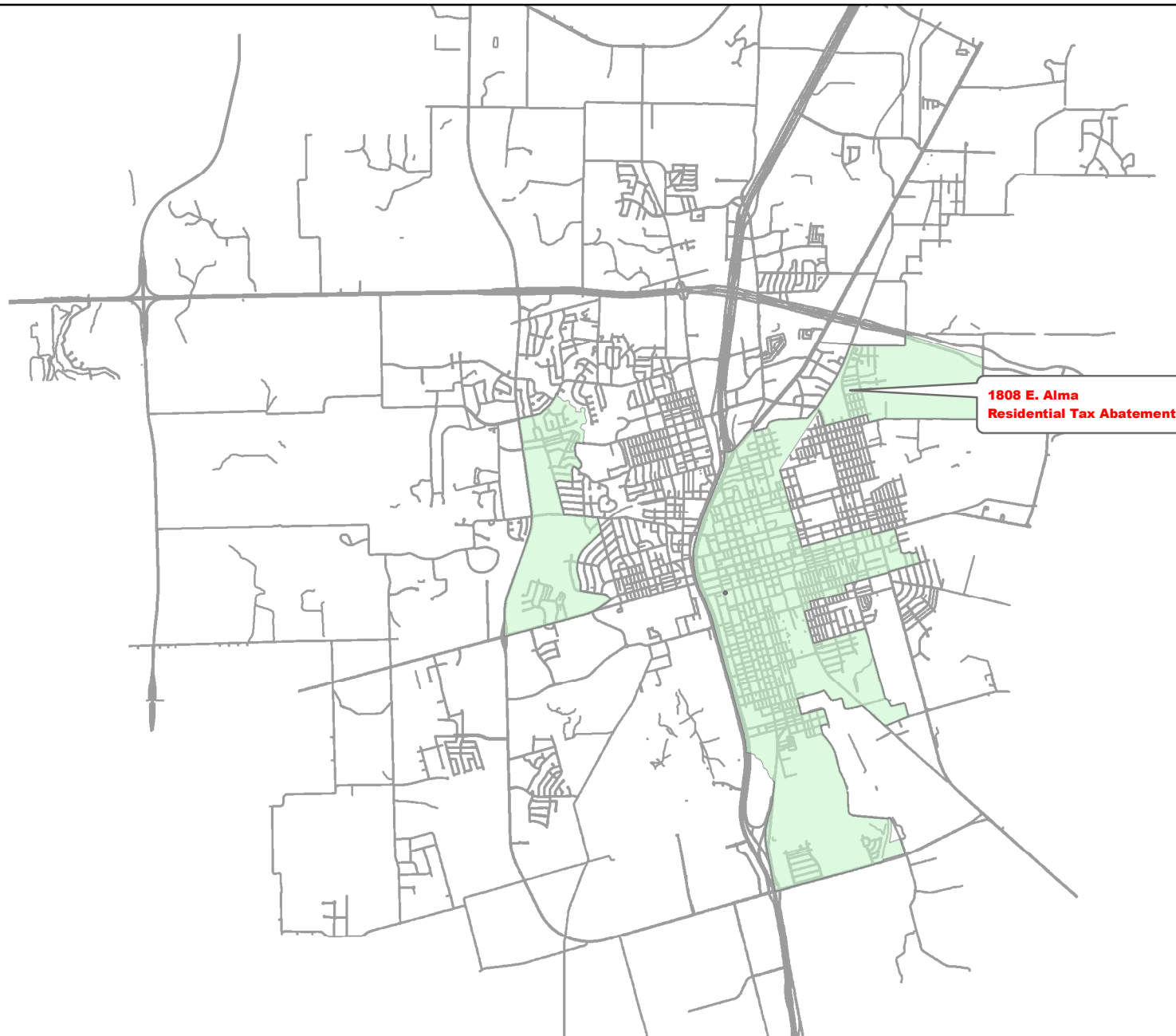
City of Sherman, Texas
Developmental Services Department

1808 East Alma Avenue


$$1 \text{ in} = 300 \text{ ft}$$

1808 East Alma Avenue





City of Sherman, Texas
Developmental Services Department

Residential Tax Abatement 1808 East Alma Avenue



NOT TO SCALE

1 inch = 7,000 feet



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 02/17/2020

Prepared By: Tom Pruitt, Utility Engineer

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Utility Relocation of BNSF Waterline

Issue:

Requesting permission to advertise for bids the construction of BNSF Waterline Relocation

Background:

With the BNSF Railroad Company planned improvements of South Sherman Realignment, existing utilities will need to be relocated. This project consists of approximately 1,200-linear feet of water line that will be relocated by open cut and bore under railroad tracks. This is required to avoid conflicts with the proposed BNSF Railroad realignment.

Origination:

Engineering Department

Financial Consideration:

This project will cost approximately \$200,000.00; funding is available in the Utility Fund. The cost of advertising is expected to be less than \$200.00.

Staff Recommendation:

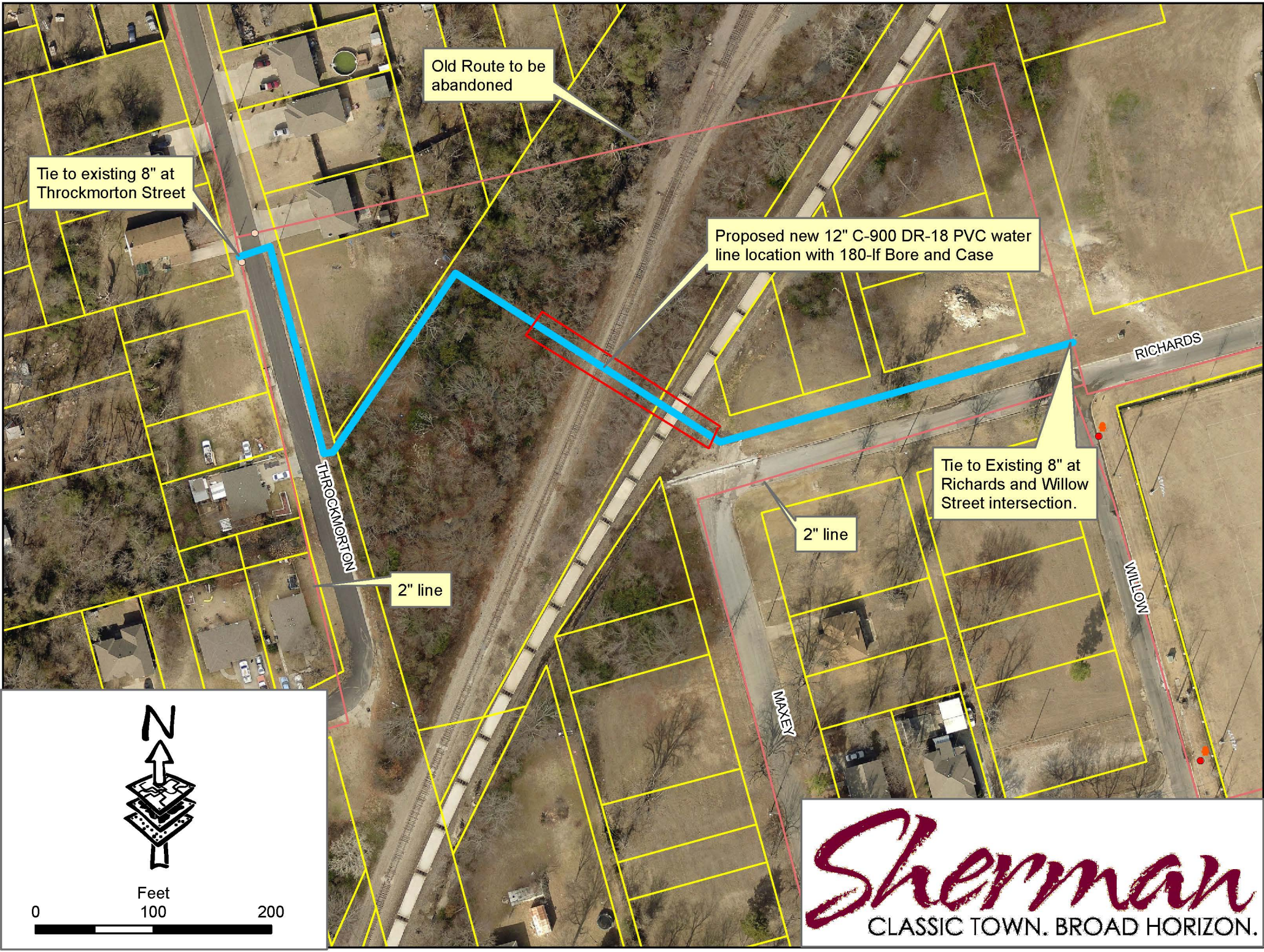
It is recommended that the City Council authorize the staff to advertise the project for bid.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map



Old Route to be abandoned

Tie to existing 8" at Throckmorton Street

Proposed new 12" C-900 DR-18 PVC water line location with 180-lf Bore and Case

Tie to Existing 8" at Richards and Willow Street intersection.

2" line

2" line



0 Feet 100 200

Sherman
CLASSIC TOWN. BROAD HORIZON.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 1.

Meeting Date: 02/17/2020

Prepared By: Nate Strauch, Community & Support Services Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Update from Community and Support Services Manager Nate Strauch regarding Ongoing Projects in the City

Issue:

Staff seeks to provide periodic aerial updates to keep the Council abreast of the newest developments in City projects.

Background:

Using Sherman II, the City of Sherman's drone, City staff has cataloged several projects underway or contemplated around town, including:

- Sherman High School
- West Travis Street
- Moore Road
- Munson sewer line
- FM 1417 housing developments
- Sherman Airport hangar construction
- Sherman Crossroads
- Pecan Grove Athletic Complex
- Highway 75 GAP Project
- Bel Air development

Origination:

City Manager Robby Hefton

Financial Consideration:

None

Staff Recommendation:

The Council need take no action on this agenda item - it is for informational purposes only.

Alternatives:

None



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 2.

Meeting Date: 02/17/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Discuss and Consider Approval of the Budget Calendar for Fiscal Year (FY) 2020-2021

Issue:

Set budget calendar for FY 2020-2021

Background:

Several meetings are necessary to develop the budget for the upcoming fiscal year. There is some flexibility in meeting dates reflected in the proposed budget calendar. Particularly important are the dates for the Budget Planning Meeting and the Budget Workshop. The Budget Planning Meeting will be used to garner Council input on Council initiatives to be included in the budget development process. The Budget Workshop will present a more detailed picture of the City budget and will be used to summarize Council direction for the upcoming year.

Included in this year's budget process will be discussion of the five-year financial and operational projections as has been the practice for the past several years. Although we will only be developing a budget and appropriating funds for FY 2020-2021, this five-year time horizon will reflect the impacts of such things as the capital improvement program, debt service, and projected tax base changes on the City's long-term financial outlook.

Origination:

Robby Hefton, City Manager

Financial Consideration:

None

Staff Recommendation:

The staff recommends that the Council, **by motion and order**, approve the budget calendar as presented and confirm the City Council Chambers as the site for the Budget Planning Meeting.

Alternatives:

The City Council could select alternative dates for the meetings, subject to Charter requirements.

Attachments

Proposed Budget Calendar FY 2020-2021

PROPOSED BUDGET CALENDAR

FISCAL YEAR 2020-2021

Budget Planning Meeting with City Council and Financial Update	April 24, 2020
Budget Workshop*	June 11-12, 2020
Present Draft Budget to Council Tax Rates Submitted to Council for Consideration	August 3, 2020
Public Hearing and Final Action on Budget Ordinance	August 17, 2020
Public Hearing and Final Action on Tax Rate Ordinance	September 8, 2020

Notes:

Meeting times to be confirmed after the Budget Calendar is approved.

It is recommended that the Budget Planning Meeting be held in the City Council Chambers.

* This is expected to be a one-day Workshop; but an additional day is scheduled as a placeholder in case more time is needed.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 3.

Meeting Date: 02/17/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Approve Quarterly Investment Report for Quarter Ended December 31, 2019

Issue:

To approve the Investment Report for the quarterly period ended December 31, 2019

Background:

These reports are being presented in accordance with the state law that requires at least quarterly presentation to the Council. A separate report is included for the debt proceeds as required by the Investment Policy. The reports were given to the Investment Committee prior to submittal to the Council.

As of December 31, 2019, the portfolios were in compliance with applicable state laws and the Investment Policy. The operating investment portfolio had a book value of about \$9.9 million, a decrease of about \$2.8 million from prior quarter of \$12.6 million, due to a maturity of a certificate of deposit and a call on an agency security. The underlying investments were adequately diversified among four different types of securities. This portfolio is appropriately liquid; and its weighted-average maturity was about 415 days, up from 332 days from last quarter. The portfolio yield of 2.08% for the quarter is 49 basis points above the benchmark yield of 1.59%. The portfolio value on the City's books is approximated market value.

The debt proceeds portfolio balance of \$22.7 million was invested in a Local Government Investment Pool and an FDIC insured investment account. Transactions in this portfolio include payments for capital projects and the receipt of interest income. The yield of 1.74% was above the benchmark yield of 1.48% for this portfolio. Book value and market value were about the same.

Origination:

Finance

Financial Consideration:

None

Staff Recommendation:

It is recommended that the Council accept the Investment Report as presented.

Alternatives:

The Council could offer suggestions for improvement or could request more frequent reporting.

Attachments

Investment Committee Memo with Investment Report for PE 12/31/2019



memorandum

DATE: Tuesday, February 11, 2020

TO: The City of Sherman Investment Committee
Councilwoman Sandra Melton
Councilwoman Pam Howeth
Robby Hefton, City Manager

FROM: Mary Lawrence, Director of Finance 

SUBJECT: Investment Reports for the Quarter Ended December 31, 2019

Enclosed is a copy of the quarterly investment reports for December 31, 2019. As of that date, the City was in compliance with all applicable state laws and internal policies for the portfolio.

The total operating portfolio balance of about \$9.9 million decreased by about \$2.8 million from the previous quarter due to the maturity of a certificate of deposit and a call on an agency security. The underlying investments were adequately diversified among four different types of securities. The portfolio's weighted-average maturity of about 415 days increased from 332 days last quarter. The portfolio yield of 2.08% was 49 basis points above our benchmark 1-year Constant Maturity Treasury Index of 1.59%. Book value of \$9.9 million approximated market value.

The debt proceeds portfolio balance of \$22.7 million had decreased by about \$3.7 million due to payments for capital projects. The portfolio includes a Local Government Investment Pool and an FDIC insured investment account. The portfolio's weighted-average maturity of 1 day is the same as last quarter. The portfolio yield of 1.74% was 26 basis points above the benchmark yield for this portfolio, the 1-month Constant Maturity Index, of 1.48%. Book value was the same as market value.

The investment reports will be on the February 17, 2020 City Council agenda for their review and approval. Please call me if you have any questions about this item.

attachment (as stated above)

CITY OF SHERMAN, TEXAS
INVESTMENT PORTFOLIO SUMMARY
For the Quarter Ending December 31, 2019

Total Portfolio Summary			
	Current Quarter 12/31/2019	Prior Quarter 9/30/2019	Change From Prior Quarter
Book Value	\$ 9,882,899	\$ 12,635,164	\$ (2,752,265)
Market Value	\$ 9,904,111	\$ 12,653,483	\$ (2,749,372)
Weighted Average Maturity - Days	415	332	83
Weighted Average Yield	2.08%	2.20%	-0.12%
Earned Income	\$ 53,829	\$ 73,196	\$ (19,367)
Earned Income - Year-to-Date	\$ 53,829	\$ 302,343	\$ (248,514)

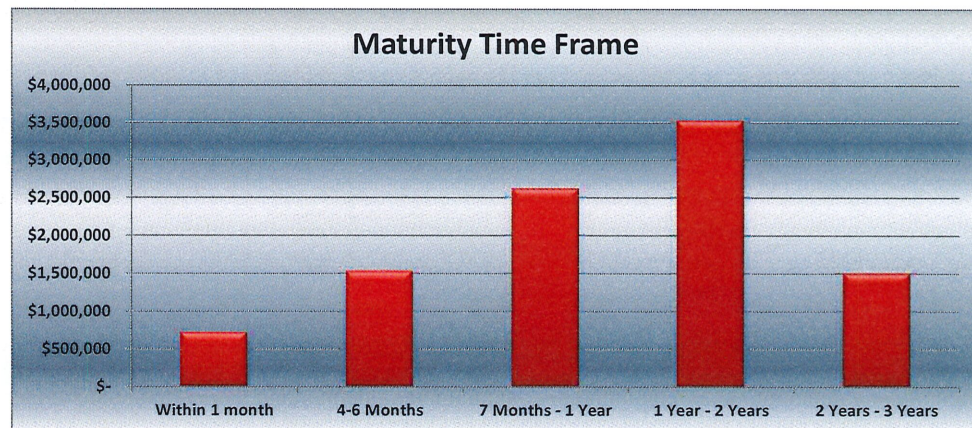
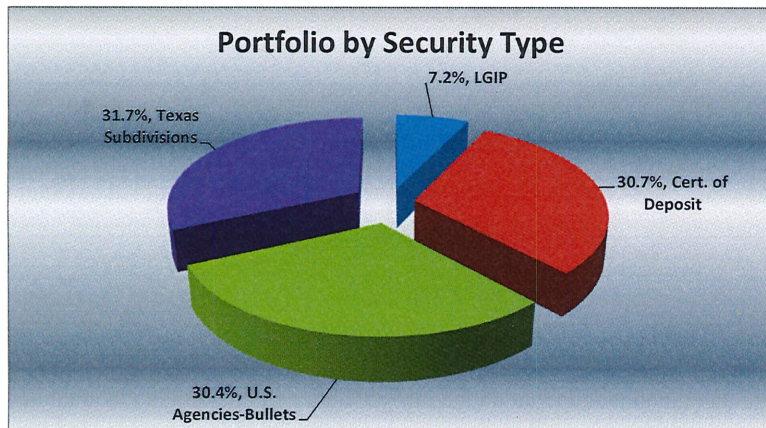
This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of December 31, 2019, the City's portfolio had a book value of about \$9.9 million, which approximates market value. Of this amount, approximately \$0.7 million was held in Local Government Investment Pools (LGIP), \$3.1 million was held in Certificates of Deposit (CD), \$3.0 million was held in U.S. Agency Securities and \$3.1 million was held in State of Texas political subdivision obligations.

The portfolio value decreased by \$2.8 million from the previous quarter due to maturities of \$0.6 million in State of Texas political subdivision obligations, offset by purchases of \$0.5 million in State of Texas political subdivision obligations; \$3.0 million in matured CDs, with \$1.5 million deposited in new CDs; one called U.S. Agency Security of \$1 million and one maturity of a U. S. Agency Security of \$1.2 million, with \$1.0 million in U.S. Agency Security purchases.

The weighted average yield of the portfolio was 2.08%, which is 49 basis points above the 1-year Constant Maturity Treasury Index of 1.59% and 12 basis points below the previous quarter.

The weighted average maturity of the portfolio increased from 332 days at September 30, 2019, to 415 days at December 31, 2019.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

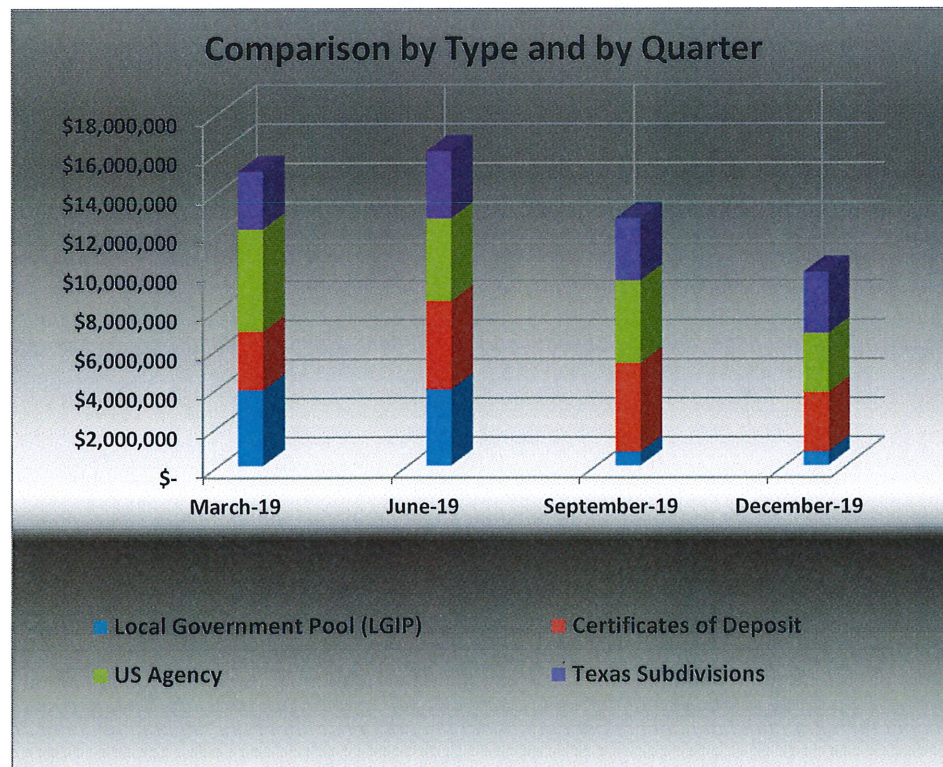
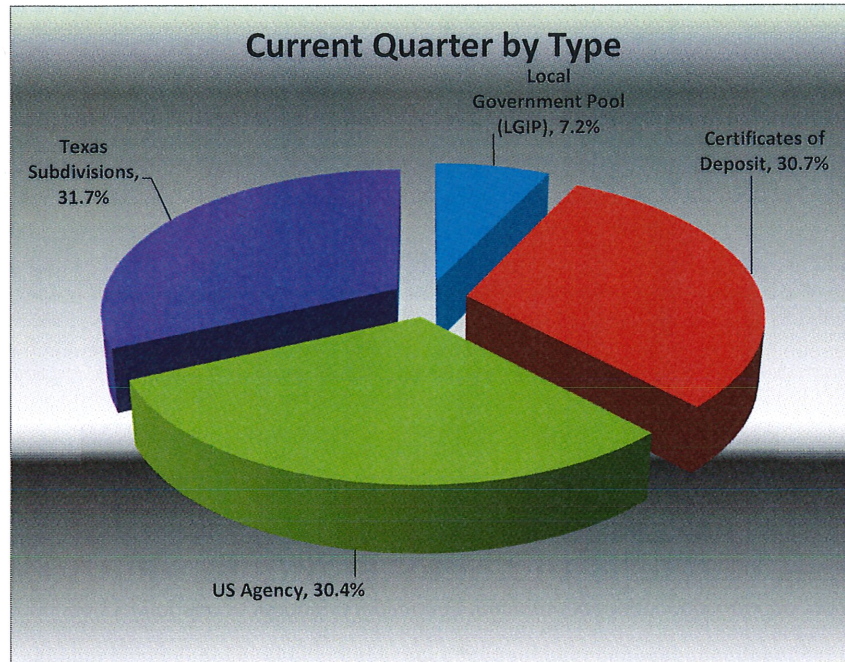
Tammy Davis, Controller and City of Sherman Investment Officer

CUSIP	Settlement Date	Security Type	Security Description	CPN Rate	Maturity Date	Credit Rating	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
Tex-Pool		LGIP	TexPool			AAAm	\$ 50,822	100.00	\$ 50,822	\$ 50,822	100.00	\$ 50,822	1	1.74%
TexStar		LGIP	TexSTAR			AAAm	660,914	100.00	660,914	660,914	100.00	660,914	1	1.68%
CDARS 1023157035	10/24/2019	CDARS	Landmark Bank	1.75%	10/22/2020		1,500,000	100.00	1,500,000	1,504,970	100.00	1,504,970	296	2.57%
CD 4176808998	2/27/2019	CD	Landmark Bank	2.64%	5/27/2020		1,500,000	100.00	1,500,000	1,529,814	100.00	1,529,814	148	2.66%
414935LK0	5/3/2016	Texas Subdivision	Harris Co MUD #120	2.00%	8/1/2020	AA	395,000	102.09	403,252	396,139	100.32	396,256	214	1.49%
41456PHW0	8/11/2016	Texas Subdivision	Harris-Montgomery TX MUD # 386	2.00%	9/1/2020	Aa3	350,000	103.16	361,050	351,816	100.49	351,698	245	1.20%
038395EP0	9/6/2016	Texas Subdivision	Aquilla TX Water SUD Series A	3.25%	9/1/2020	A	200,000	107.96	215,910	202,672	101.18	202,358	245	1.20%
038395FD6	9/6/2016	Texas Subdivision	Aquilla TX Water SUD Series B	3.25%	9/1/2020	A	160,000	106.95	171,114	161,866	100.82	161,314	245	1.45%
6678257C1	12/4/2019	Texas Subdivision	Northwest TX ISD	5.00%	2/15/2021	AA+	500,000	103.92	519,580	518,808	103.33	516,665	412	1.68%
3134GSFE0	2/27/2018	Agency Bullet	FHLMC	2.50%	2/26/2021	AA+	1,000,000	100.00	1,000,000	1,000,000	101.00	1,009,964	423	2.50%
64542WAX8	6/14/2019	Texas Subdivision	New Hope Cultrl Edu TX A&M Univ	1.81%	4/1/2021	AA+	500,000	99.50	497,500	498,261	100.02	500,085	457	2.09%
34679RNB1	6/6/2017	Texas Subdivision	Fort Bend Co TX MUD #23-A	2.00%	9/1/2021	A3	500,000	101.43	507,125	502,803	101.05	505,235	610	1.65%
3134GUSU5	11/22/2019	Agency Bullet	FHLMC	1.70%	11/22/2021	AA+	1,000,000	100.00	1,000,000	1,000,000	100.01	1,000,077	692	1.70%
549188UJ7	6/25/2019	Texas Subdivision	City of Lubbock TX Txbl-Ref	2.32%	2/15/2022	AA+	500,000	101.00	504,985	504,014	100.84	504,185	777	1.93%
3134GBRT1	6/29/2017	Agency Bullet	FHLMC	2.00%	6/29/2022	Aaa	1,000,000	100.00	1,000,000	1,000,000	100.98	1,009,754	911	2.00%
Total							\$ 9,816,736		\$ 9,892,251	\$ 9,882,899		\$ 9,904,111		

CUSIP	Settle Date	Security Description	Maturity Date	Market Value 9/30/2019	Change in Market Value	Market Value 12/31/2019
Tex-Pool		TexPool		\$ 50,599	\$ 223	\$ 50,822
TexStar		TexSTAR		658,126	2,788	660,914
CDARS 10224651011	4/4/2019	Landmark Bank	10/3/2019	1,500,000	(1,500,000)	-
CD 41768808790	1/16/2019	Landmark Bank	10/16/2019	1,519,626	(1,519,626)	-
CD 4176808998	2/27/2019	Landmark Bank	5/27/2020	1,519,702	10,112	1,529,814
CDARS 1023150735	10/23/2019	Landmark Bank	10/22/2020	-	1,504,970	1,504,970
8827235D7	12/7/2016	TXBL Ref TX Pub Fin Auth Military	10/1/2019	250,000	(250,000)	-
3134GA2P8	3/2/2017	FHLMC	11/27/2019	1,199,287	(1,199,287)	-
414229FG8	5/5/2016	Harris Co TX MUD #500	12/1/2019	315,863	(315,863)	-
414935LK0	5/3/2016	Harris Co TX MUD #120	8/1/2020	396,059	197	396,256
4146PHWO	9/6/2016	Harris-Montgomery TX MUD #386	9/1/2020	351,964	(266)	351,698
038395EPO	9/6/2016	Aquilla TX Water SUD Series A	9/1/2020	202,854	(496)	202,358
038395FD6	9/6/2016	Aquilla TX Water SUD Series B	9/1/2020	161,174	140	161,314
6678257C1	12/4/2019	Northwest TX ISD	2/15/2021	-	516,665	516,665
3134GSFE0	2/27/2018	FHLMC	2/26/2021	1,009,690	274	1,009,964
64542WAX8	6/14/2019	New Hope Cultrl Edu TX A&M Univ	4/1/2021	499,235	850	500,085
34679RNB1	6/6/2017	Fort Bend Co TX MUD #23-A	9/1/2021	504,885	350	505,235
3130AFT72	2/4/2019	FHLMC	11/4/2021	1,000,602	(1,000,602)	-
3134GUSU5	11/22/2019	FHLMC	11/22/2021	-	1,000,077	1,000,077
549188UJ7	6/25/2019	City of Lubbock TX Txbl-Ref	2/15/2022	504,780	(595)	504,185
3134GBRT1	6/29/2017	FHLMC	6/29/2022	1,009,037	717	1,009,754
Total				\$12,653,483	\$ (2,749,372)	\$ 9,904,111

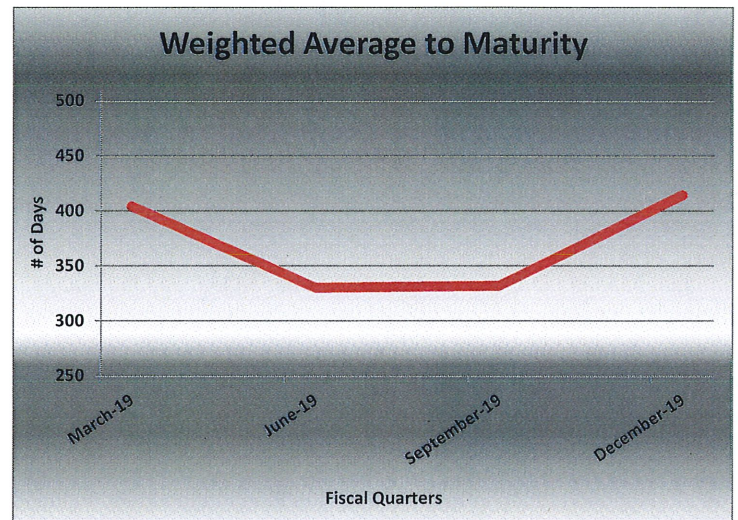
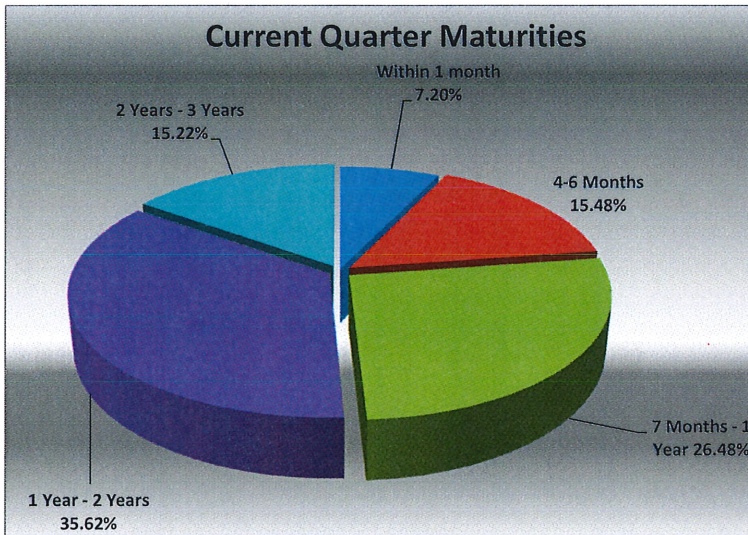
Trade Date	Settle Date	CUSIP	Security Description	Coupon	Maturity Date	Call Date	Par Value	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Maturities & Calls</u>											
	10/3/2019	CDARS 10224650111	Landmark Bank	2.54%	10/3/2019		\$ 1,500,000	\$ 1,500,000	\$ -	\$ 1,500,000	2.57%
	10/16/2019	CD 4176808790	Landmark Bank	2.63%	10/16/2019		1,500,000	1,529,700	10,074	1,539,774	2.66%
	10/1/2019	8827235D7	TX Ref TX Pub Fin Auth Military V	4.00%	10/1/2019		250,000	266,205	5,000	271,205	1.64%
	11/4/2019	3130AFT72	FHLMC	2.67%		11/4/2019	1,000,000	1,000,000	13,350	1,013,350	2.67%
	11/27/2019	3134GA2P8	Freddie Mac	1.55%	11/27/2019		1,200,000	1,200,000	9,300	1,209,300	1.55%
	12/1/2019	414229FG8	Harris CO TX MUD	4.00%	12/1/2019		315,000	315,000	6,300	321,300	1.75%
<u>Purchases</u>											
	12/4/2019	6678257C1	Northwest TX ISD	5.00%	2/15/2021		500,000	519,580	-	519,580	1.68%
	12/31/2019	CDARS 1023157035	Landmark Bank	1.75%	10/22/2020		1,500,000	1,500,000	-	1,500,000	1.76%
	11/22/2019	3134GUSU5	FHLMC	1.70%	11/22/2021		1,000,000	1,000,000	-	1,000,000	1.70%
<u>Income Payments</u>											
	12/31/2019	TexPool	LGIP	1.74%			50,822		222	222	1.74%
	12/31/2019	TexStar	LGIP	1.68%			660,914		2,788	2,788	2.40%
	11/14/2019	CD 4176808998	Landmark Bank	2.64%	5/27/2020		1,500,000		10,112	10,112	2.66%
	12/31/2019	CDARS 1023157035	Landmark Bank	1.75%	10/22/2020		1,500,000		4,970	4,970	1.76%
	10/1/2019	64542WAX8	New Hope Cultrl Edu TX A&M	1.81%	4/1/2021		500,000		4,515	4,515	2.09%
	12/30/2019	31346BRT1	Freddie Mac	2.00%	6/29/2017		1,000,000		10,000	10,000	2.00%
Total									\$ 76,631		

Cash/Investment Type	Balance 3/31/2019	Balance 6/30/2019	Balance 9/30/2019	Balance 12/31/2019	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$3,878,063	\$3,901,349	\$708,725	\$ 711,736	7.2%	50.00%
Certificates of Deposit	3,000,000	4,519,383	4,539,328	3,034,784	30.7%	50.00%
US Agency	5,199,971	4,199,982	4,199,993	3,000,000	30.4%	50.00%
Texas Subdivisions	2,950,372	3,444,182	3,187,118	3,136,379	31.7%	50.00%
Total	\$ 15,028,406	\$ 16,064,896	\$ 12,635,164	\$ 9,882,899	100.00%	



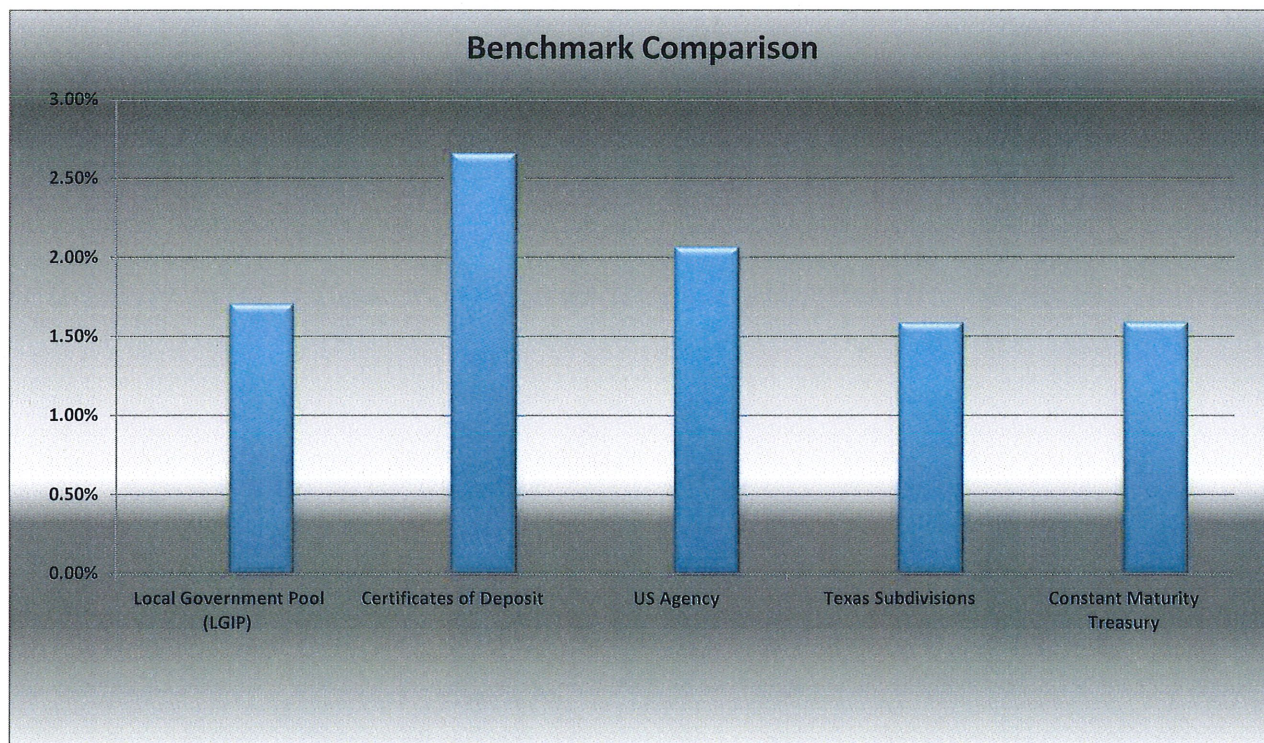
Maturity Time Frame	Balance 3/31/2019	Balance 6/30/2019	Balance 9/30/2019	Balance 12/31/2019	Percent of Portfolio
Within 1 month	\$ 3,878,063	\$ 3,901,349	\$ 3,978,351	\$ 711,736	7.20%
2-3 Months	501,323	250,506	1,516,133	-	0.00%
4-6 Months	251,465	4,778,997	-	1,529,814	15.48%
7 Months - 1 Year	3,272,408	1,509,656	2,635,056	2,617,463	26.48%
1 Year - 2 Years	3,621,082	2,615,785	2,001,137	3,519,872	35.62%
2 Years - 3 Years	2,504,065	3,008,603	2,504,487	1,504,014	15.22%
3 Years - 4 Years	1,000,000	-	-	-	0.00%
4 Years - 5 Years	-	-	-	-	0.00%
	\$ 15,028,406	\$ 16,064,896	\$ 12,635,164	\$ 9,882,899	100.00%

Liquidity Indicator	Maximum Allowable				
Weighted Average Maturity	404.52	330.39	332.11	414.72	500.00



Date Received/ Purchased	CUSIP	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
12/31/2019	Tex-Pool	TexPool		1.74%	\$ 222	\$ -	\$ 222
12/31/2019	TexStar	TexSTAR		1.68%	2,788	-	2,788
10/16/2019	CD 4176808790	Landmark Bank	2.63%	2.66%	10,074	(8,322)	1,752
11/24/2019	CD 4176808998	Landmark Bank	2.64%	2.66%	10,112	379	10,491
12/31/2019	CDARS 1023157035	Landmark Bank	1.75%	1.76%	4,970	-	4,970
10/1/2019	64542WAX8	New Hope Cultrl Edu TX A&M Uni	1.80%	2.09%	4,515	(1,910)	2,605
10/1/2019	8827235D7	TXBL REF TX FIN AUTH MILI	4.00%	1.64%	5,000	(5,000)	-
11/4/2019	3130AFT72	FHLMC	2.67%	2.67%	13,350	(10,828)	2,522
11/27/2019	3134GA2P8	FHLMC	1.55%	1.55%	9,300	(4,640)	4,660
12/1/2019	414229FG8	Harris CO TX MUD	4.00%	1.75%	6,300	(5,340)	960
12/31/2019	31346BRT1	FHLMC	2.00%	2.00%	10,000	(5,000)	5,000
12/31/2019	549188UJ7	City of Lubbock TX Txbl-Ref	2.32%	1.93%	-	2,428	2,428
12/31/2019	3134GSFE0	FHLMC	2.50%	2.50%	-	6,250	6,250
12/31/2019	414935LK0	Harris Co MUD #120	2.00%	1.49%	-	1,975	1,975
12/31/2019	34679RNB1	Fort Bend Co TX MUD #23-A	2.00%	1.65%	-	2,080	2,080
12/31/2019	038395EP0	Aquilla TX Water SUD Series A	3.25%	1.20%	-	627	627
12/31/2019	038395FD6	Aquilla TX Water SUD Series B	3.25%	1.45%	-	603	603
12/31/2019	41456PHW0	Harris Cnty TX MUD#386	2.00%	1.20%	-	1,069	1,069
12/31/2019	3134GUSU5	FHLMC	1.70%	1.70%	-	1,794	1,794
12/31/2019	6678257C1	Norhwest TX ISD	5.00%	1.68%	-	1,033	1,033

\$ 76,631 \$ (22,802) \$ 53,829



CITY OF SHERMAN, TEXAS
DEBT PROCEEDS PORTFOLIO SUMMARY
For the Quarter Ending December 31, 2019

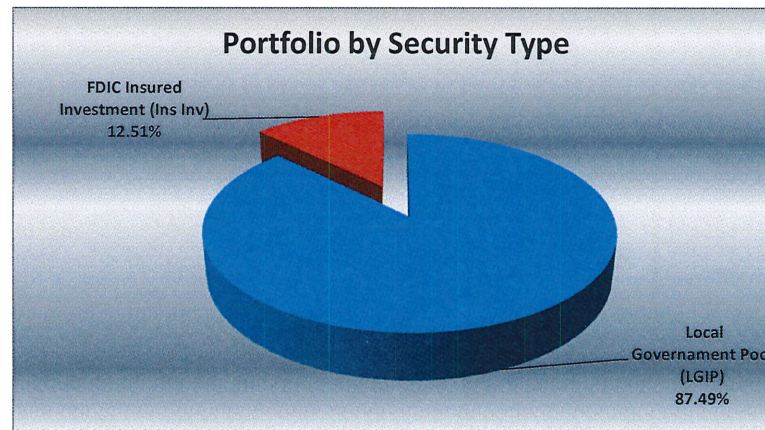
Total Portfolio Summary			
	Current Quarter 12/31/2019	Prior Quarter 9/30/2019	Change From Prior Quarter
Book Value	\$ 22,699,652	\$ 26,445,357	\$ (3,745,705)
Market Value	\$ 22,699,652	\$ 26,445,357	\$ (3,745,705)
Weighted Average Maturity - Days	1	1	-
Weighted Average Yield	1.74%	2.24%	-0.50%
Earned Income	\$ 106,854	\$ 164,560	\$ (57,706)
Earned Income - Year-to-Date	\$ 106,854	\$ 655,956	\$ (549,102)

This report complies with the requirements of the public funds investment law and covers all the funds of the City of Sherman that are subject to that law.

As of December 31, 2019, the City of Sherman's debt proceeds portfolio had a book value of about \$22.7 million, which approximates the market value. Of this amount, approximately \$19.9 million was held in Local Government Investment Pools (LGIP) and \$2.8 million was held in FDIC Insured Investment Accounts (Ins Inv).

The portfolio value decreased by \$3.8 million from the previous quarter due to \$3.9 million drawn downs for project payments, with \$0.1 million in interest earned.

The weighted average yield on the portfolio was 1.74%, 26 basis points above the 4-week Constant Maturity Treasury Index of 1.48%, and 50 basis points below the previous quarter.



Mary Lawrence

Mary Lawrence, Finance Director and City of Sherman Investment Officer

Tammy Davis

Tammy Davis, Controller and City of Sherman Investment Officer

Name/CUSIP	Debt Issuance	Settlement Date	Security Type	Security Description	Maturity Date	Par Value	Purchase Price	Original Cost	Book Value	Market Price	Market Value	Days to Maturity	YTM
TexPool	2017A Stormwater Certificates of Obligation		LGIP	TexPool	1/1/2020	1,965,148	100.00	1,965,148	1,965,148	100.00	1,965,148	1	1.74%
TexPool	2019 Certificates of Obligation		LGIP	TexPool	1/1/2020	10,515,721	100.00	10,515,721	10,515,721	100.00	10,515,721	1	1.74%
TexStar	2018 Certificates of Obligation		LGIP	TexStar	1/1/2020	7,379,777	100.00	7,379,777	7,379,777	100.00	7,379,777	1	1.68%
Anova	2017 Certificates of Obligation		Ins Inv	Anova	1/1/2020	2,839,006	100.00	2,839,006	2,839,006	100.00	2,839,006	1	1.93%
Total						\$ 22,699,652		\$ 22,699,652	\$ 22,699,652		\$ 22,699,652		



CITY OF SHERMAN, TX
Market Value Summary
AS of 12/31/2019

CUSIP	Security Type / Description	Maturity Date	Market Value 9/30/2019	Change in Market Value	Market Value 12/31/2019
	TexStar 2018 Certificates of Obligation	LGIP	12/31/2019	\$ 9,621,855	\$ (2,242,078) \$ 7,379,777
	TexPool 2017A Stormwater Certificates of Obligation	LGIP	12/31/2019	1,956,565	8,583 1,965,148
	TexPool 2019 Certificates of Obligation	LGIP	12/31/2019	12,041,727	(1,526,006) 10,515,721
	Anova 2017 Certificates of Obligation	Ins Inv	12/31/2019	2,825,210	13,796 2,839,006
Total			\$ 26,445,357	\$ (3,745,705) \$	22,699,652

Settle Date	Name	Security Description	Coupon	Maturity Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	YTM
<u>Project Payments</u>										
10/28/2019	2018 CO-TexStar	LGIP			1,150,827		1,150,827		1,150,827	
11/8/2019	2019 CO-TexPool	LGIP			1,575,000		1,575,000		1,575,000	
11/21/2019	2018 CO-TexStar	LGIP			1,126,733		1,126,733		1,126,733	
<u>Deposits/Purchases</u>										
<u>Income Payments</u>										
10/31/2019	2018 CO-TexStar	LGIP	1.85%		8,485,929		8,485,929	14,902	14,902	1.85%
10/31/2019	2017 CO-Anova	Ins Inv	2.10%		2,830,248		2,830,248	5,039	5,039	2.10%
10/31/2019	2017A Stormwater CO-TexPool	LGIP	1.91%		1,959,742		1,959,742	3,176	3,176	1.91%
10/31/2019	2019 CO-TexPool	LGIP	1.91%		12,042,358		12,042,358	19,549	19,549	1.91%
11/30/2019	2018 CO-TexStar	LGIP	1.62%		7,369,985		7,369,985	10,789	10,789	1.62%
11/30/2019	2017 CO-Anova	Ins Inv	1.85%		2,834,409		2,834,409	4,160	4,160	1.85%
11/30/2019	2017A Stormwater CO-TexPool	LGIP	1.68%		1,962,444		1,962,445	2,702	2,702	1.68%
11/30/2019	2019 CO-TexPool	LGIP	1.68%		10,501,249		10,501,249	14,973	14,973	1.68%
12/31/2019	2017 CO-Anova	Ins Inv	1.85%		2,839,005		2,839,005	4,597	4,597	1.85%
12/31/2019	2018 CO-TexStar	LGIP	1.56%		7,379,778		7,379,778	9,791	9,791	1.56%
12/31/2019	2017A Stormwater CO-TexPool	LGIP	1.62%		1,962,444		1,962,444	2,704	2,704	1.62%
12/31/2019	2019 CO-TexPool	LGIP	1.62%		10,515,721		10,515,721	14,472	14,472	1.62%
Total							\$	106,854		



CITY OF SHERMAN, TX
Comparison by Type
AS of 12/31/2019

Cash / Investment Type	Balance 3/31/2019	Balance 6/30/2019	Balance 9/30/2019	Balance 12/31/2019	Percent of Portfolio	Portfolio Cap
Local Government Pool (LGIP)	\$20,782,090	\$29,213,404	\$23,620,147	\$ 19,860,646	87.49%	100.00%
FDIC Insured Investment (Ins Inv)	\$3,036,586	\$2,300,434	\$2,825,210	2,839,006	12.51%	100.00%
US Agency Bullet	-	-	-	-	0.00%	100.00%
Total	\$ 23,818,676	\$ 31,513,838	\$ 26,445,357	\$ 22,699,652	100.00%	



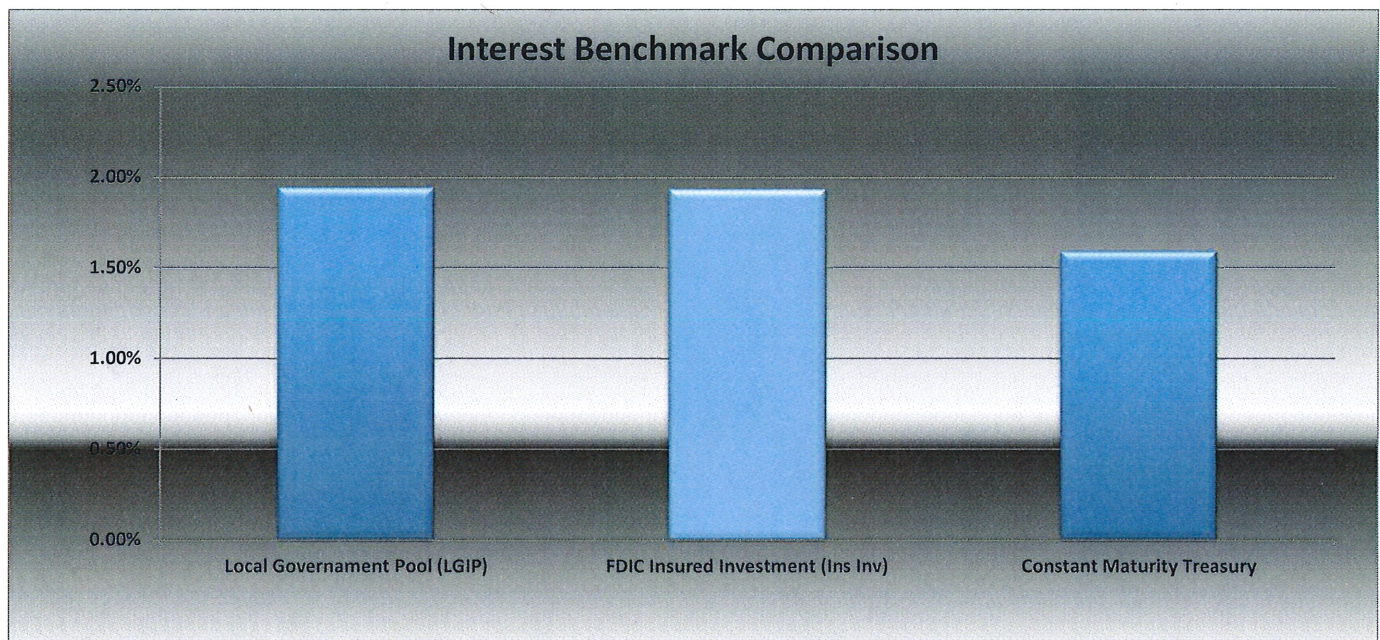
CITY OF SHERMAN, TX
Portfolio by Maturity
AS of 12/31/2019

Maturity Time Frame	Balance 3/31/2019		Balance 6/30/2019		Balance 9/30/2019		Balance 12/31/2019		Percent of Portfolio	Minimum Allowable
Within 1 month	\$	23,818,676	\$	31,513,838	\$	26,445,357	\$	22,699,652	100.00%	100.00%
	\$	23,818,676	\$	31,513,838	\$	26,445,357	\$	22,699,652		

Liquidity Indicator

Weighted Average Maturity	1.00	1.00	1.00	1.00
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Date Received/ Purchased	Name	Security Description	Coupon	YTM	Interest Purchased/ Received	Accrued Interest/ Amortization	Income Earned
10/31/2019	2018 CO-Texstar	LGIP		1.85%	\$ 14,902	\$ -	\$ 14,902
10/31/2019	2017 CO-Anova	Insured Investment		2.10%	5,039	-	5,039
10/31/2019	2017A Stormwater CO-TexPool	LGIP		1.91%	3,176	-	3,176
10/31/2019	2019 CO-TexPool	LGIP		1.91%	19,549	-	19,549
11/30/2019	2018 CO-TexStar	LGIP		1.62%	10,789	-	10,789
11/30/2019	2017 CO-Anova	Insured Investment		1.85%	4,160	-	4,160
11/30/2019	2017A Stormwater CO-TexPool	LGIP		1.68%	2,702	-	2,702
11/30/2019	2019 CO-TexPool	LGIP		1.68%	14,973	-	14,973
12/31/2019	2017 CO-Anova	Insured Investment		1.85%	4,597	-	4,597
12/31/2019	2018 CO-TexStar	LGIP		1.56%	9,791	-	9,791
12/31/2019	2017A Stormwater CO-TexPool	LGIP		1.62%	2,704	-	2,704
12/31/2019	2019 CO-TexPool	LGIP		1.62%	14,472	-	14,472
					\$ 106,854	\$ -	\$ 106,854





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

F. 4.

Meeting Date: 02/17/2020

Prepared By: Sarah McRae, Tourism/Main Street Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of Grayson Honors College and the Grayson County Law Enforcement Association to Temporarily Close Certain Streets for the 7th Annual "Beat the Heat 5K" run on Saturday, April 25, 2020 with an alternate rain date of Saturday, May 2, 2020

Issue:

The Grayson Honors College and the Grayson County Law Enforcement Association (GCLEA) will host their 7th annual "Beat the Heat 5K" run benefiting the GCLEA bereavement fund, the GCLEA scholarship fund, and the Grayson College Deputy Chad Key Memorial Scholarship on Saturday, April 25, 2020, and are requesting assistance with street closures and traffic control. The closure of Rusk Street in front of Piner Middle School is also requested.

Background:

The 7th annual "Beat the Heat 5K" event will begin at 8:15 a.m. and will follow the route displayed on the attached map. The event will require traffic control assistance, barricades, and cones from the City of Sherman.

The closure of Rusk Street in front of Piner Middle School from 7:00 a.m. to 10:30 a.m. is also requested. Delivery and pick up of barricades for the closure is requested. Organizers have been reminded that, although Rusk Street will be closed with barricades, accessibility through Rusk Street by emergency and fire vehicles must be maintained at all times throughout the event.

Origination:

Chad Tomaselli, Grayson Honors College Coordinator

Financial Consideration:

City labor and equipment to provide traffic control assistance and implement barricade placement and removal will be required.

Staff Recommendation:

It is recommended that the City Council authorize the street closures and necessary traffic control and support to accommodate the event.

Alternatives:

As directed by the Council

Attachments

"Beat the Heat 5K" Request letter

"Beat the Heat 5K" Run Route



GRAYSON
HONORS COLLEGE



To Whom it May Concern,

My name is Chad Tomaselli and I am the coordinator for the Grayson Honors College on campus. The goal of the Grayson Honors College is to better serve the educational needs of academically talented and highly motivated students at the College. The program encourages the participation of the broadest possible range of gifted students.

This spring the students and I will host our 7th annual "Beat the Heat 5k" in collaboration with the Grayson County Law Enforcement Association (GCLEA). This event will be Saturday April 25th at 8:15 a.m. Proceeds earned will remain local, going to the GCLEA bereavement fund, the GCLEA scholarship fund, and the Grayson College Dep. Chad Key Memorial Scholarship.

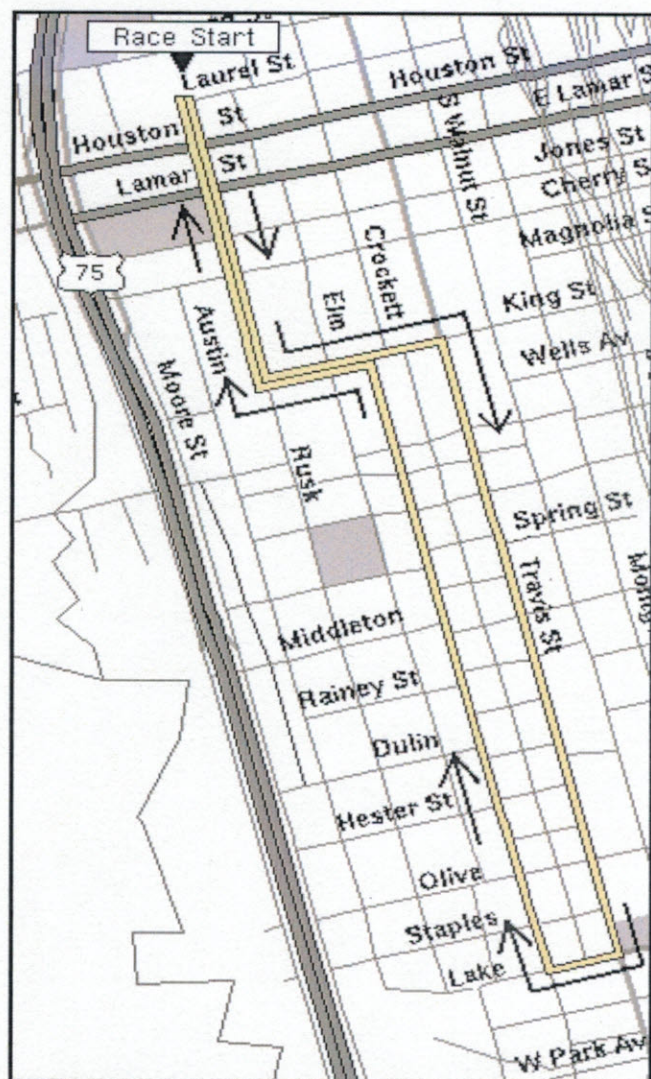
We are planning to begin the run in front of Piner School. The race will begin on Rusk, left on King St, south on Travis down to Lake St., come back north on Crockett, to King and back to Rusk. I have included a map as well. We would like to have Rusk street, behind Piner, closed from 7-10 a.m. and have requested police assistance at the intersections of Houston and Lamar, as well as down Travis St. Registration and Packet Pick-Up begins at 7 a.m., the race begins at 8:15, and awards/closing at 9:30 a.m. We will provide water and snacks for the runners, but will not be selling concessions.

Please contact me with any questions.

Sincerely,

Chad Tomaselli
Grayson College
History Professor & Honors College Coordinator
6101 Grayson Dr.
Denison, TX 75020-8299
903.463.8607
tomasellic@grayson.edu

5K Run Route





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

H. 1.

Meeting Date: 02/17/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

- (a) Keep Sherman Beautiful Commission (4)

Issue:

Trace Rossi, Stephanie Waitt, Jessica Peters, and Dusty Payne's terms on the Keep Sherman Beautiful Commission expired on January 1, 2020. Mr. Rossi, Ms. Waitt, and Ms. Peters are eligible and do wish to be reappointed. Mr. Payne has served three terms and is not eligible for reappointment. Currently there are no applications on file for this board.

Background:

The Keep Sherman Beautiful Commission promotes public interest in the general improvement of the environment of the City, and initiates, plans, directs, and coordinates programs in conjunction with and in cooperation with citizens, government, businesses, and industries within the City.

Origination:

This agenda item originated with the City Clerk's Office.

Financial Consideration:

There is no financial consideration to the City.

Staff Recommendation:

The staff's recommendation is to reappoint Mr. Rossi, Ms. Waitt, and Ms. Peters to the Keep Sherman Beautiful Commission.

Alternatives:

The Council could choose not to make reappointments to the Keep Sherman Beautiful Commission.

Attachments

Roster

Fact Sheet

Applicant List

MEMBERSHIP ROSTER

KEEP SHERMAN BEAUTIFUL COMMISSION

LENGTH OF TERMS: 2 Years

Ord. 4112 Consecutive Term Limit (3)*effective 7/24/89

MEMBER	DISTRICT	TERM BEGINS	TERM EXPIRES	TERMS	MEMBERSHIP REQUIREMENTS
Trace Rossi	1	A 2/6/2018	1/1/2020	1	2 Year Term
Stephanie Waitt	4	A 2/6/2018	1/1/2020	1	2 Year Term
Jessica Peters	4	A 1/5/2016 R 1/1/2018	1/1/2018 1/1/2020	1 2	2 Year Term
Amanda Smith	3	A 11/8/2016 R 1/1/2019	1/1/2019 1/1/2021	1 2	2 Year Term
Ronald Engelke	3	A 5/7/2019	1/1/2021	1	2 Year Term
Dusty Payne	3	A 11/4/2013 R 1/5/2016 R 1/1/2018	1/1/2016* 1/1/2018 1/1/2020	1 2 3	2 Year Term
Rajendra Wagle	4	A 5/7/2019	1/1/2021	1	2 Year Term
Misty Dawn Tucker	4	A 5/7/2019	1/1/2021	1	2 Year Term
Amanda Phillips	1	A 6/16/2015 R 1/1/2017 R 1/1/2019	1/1/2017 1/1/2019 1/1/2021	1 2 3	2 Year Term

NOTE: All members shall be appointed for terms of two (2) years, and shall not serve for more than three (3) consecutive terms.

* Initially the terms will be for more than two years, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year.

Chairperson

NOTE: Chairperson serves one year terms

CHAIR	APPOINTMENT DATE	DATE CHAIR EXPIRES	YEARS SERVED AS CHAIR
Lauren Roth	11/5/2013	1/1/2015**	1
Zac Grantham	1/1/2016	1/1/2017	1
Zac Grantham	1/1/2017	1/1/2018	2
Zac Grantham	1/1/2018	1/1/2019	3
Amanda Smith	1/1/2019	1/1/2020	1

** Initially the Chairperson's term will be for more than one year, in order to meet Article II, Section 2 of the By-Laws, stating that new terms begin on January 1 of each year

FACT SHEET

KEEP SHERMAN BEAUTIFUL COMMISSION

Established by RESOLUTION 2805 – MARCH 2, 1992 – RE-ESTABLISHED BY RESOLUTION 3807 – APRIL 19,1999; RE-ESTABLISHED BY RESOLUTION 5041 – JULY 16, 2007; BY-LAWS UPDATED BY RESOLUTION 5977 – JUNE 15, 2015

1. Number of Members: NINE (9)
2. Term of Appointment: TWO (2) YEARS
3. Consecutive Term Rule: THREE YEARS
4. Qualifications for Membership: INTEREST IN KEEPING SHERMAN BEAUTIFUL; DEDICATION TO IMPLEMENTATION OF ASSIGNED PROJECTS
5. Appointed by: MAYOR AND CITY COUNCIL
6. Board Organization

CHAIRPERSON A VICE CHAIRPERSON E SECRETARY E

ELECTED APPOINTED

7. Departmental Responsibility: CITY MANAGER
8. Meeting Date: BI-MONTHLY AT 5:30 P.M. OR WHEN CALLED
9. Attendance Requirements: IF A COMMISSION MISSES TWO MEETINGS WITHOUT NOTICE AND/OR WITHOUT GOOD CAUSE WITHIN A CALENDAR YEAR, AFTER WRITTEN NOTIFICATION BY THE CHAIRMAN, HE/SHE SHALL AUTOMATICALLY RELINQUISH HIS/HER PLACE ON THE COMMISSION

=====

PURPOSE:

Commission shall function to assist the City Council and the City staff by involving individuals, businesses, and industries throughout the community to promote education and activities and encourage waste reduction, litter prevention, and beautification programs and projects in affiliation with the Keep Texas Beautiful objectives.

RESPONSIBILITIES:

- (1) To plan, initiate, direct, and coordinate community-wide efforts to achieve its goals
- (2) To solicit and accept donations and appropriations for money, service, products, property, and/or facilities expenditure and use by the Commission for the accomplishment of its objectives as approved by the City Council
- (3) To make recommendations to the City Council, as well as to the private sector, regarding measures which it deems necessary to accomplish the objectives of both the City and the Commission.

APPLICANT LIST

Keep Sherman Beautiful Commission

Positions Vacant 4

Applicant	Address	District	Qualifications
Trace Rossi	216 Laurel Creek Dr.	1	Current Member; Wishes to be Reappointed
Stephanie Waitt	706 W. Pelton	4	Current Member; Wishes to be Reappointed
Jessica Peters	3625 Brookstone Dr.	4	Current Member; Wishes to be Reappointed

COMMENTS:



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 02/17/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2020 Council Calendar

2020

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
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23	24	25	26	27	28	29

MARCH						
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15	16	17	18	19	20	21
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29	30	31				

APRIL						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	T	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

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
9/7/2020	Labor Day/Called City Council Meeting on 9/8/2020

[illegible]