



EVERMAN CITY COUNCIL REGULAR MEETING

Tuesday, June 07, 2022 at 6:30 PM

212 North Race Street Everman, TX 76140

AGENDA

1. MEETING CALLED TO ORDER

2. INVOCATION

3. PLEDGE OF ALLEGIANCE

4. CONSENT AGENDA

5. PRESENTATIONS

A. Recognition of City Engineer Greg Saunders

6. CITIZEN'S COMMENTS

A. PUBLIC HEARING - The Everman City Council will hold a public hearing to consider an Ordinance of the City of Everman, Texas for the adoption of Water and Sanitary Sewer Impact Fees for in accordance with Texas Local Government Code Chapter 395.

7. DISCUSSION ITEMS

8. CONSIDERATION AND POSSIBLE ACTION

A. Approve Ordinance 781 - AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, ADOPTING IMPACT FEES FOR WATER AND SANITARY SEWER IMPROVEMENTS THAT ARE ATTRIBUTABLE TO NEW DEVELOPMENT IN THE CITY'S PROPOSED WATER AND SANITARY SEWER IMPACT FEE SERVICE AREA; PROVIDING FOR IMPACT FEE COLLECTION AND ACCOUNTING FOR FEES AND INTEREST; PROVIDING FOR IMPACT FEE WAIVERS; PROVIDING FOR SEMI-ANNUAL REVIEW OF IMPACT FEES BY THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution #2022-06-01 - RESOLUTION OF THE CITY OF EVERMAN SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

C. Approve Interlocal Agreement between the City of Everman and the City of Forest Hill Fire Departments for use of equipment and vehicles.

D. Approve Budget Amendments as presented by the Finance Director

- E.** Approve Civic Center Policies and Procedures as presented

9. EXECUTIVE SESSION

- A.** Section 551.074 - Personnel Matters - Past performance, review and evaluation of the City Manager

10. CITY MANAGERS REPORT

- A.** Civic Center Update & Ribbon Cutting Ceremony
- B.** Town Center Road Construction Project

11. MAYOR'S REPORT

12. ADJOURN

I hereby certify that this agenda was posted on the City of Everman bulletin board at or before 5:00 p.m. on Friday June 3, 2022

/s/ Mindi Parks
City Secretary

Citizens may watch city council meetings live on YouTube. A link to the City of Everman YouTube channel is provided on the city website at: www.evermantx.us/government/citycouncil/

Pursuant to Section 551.071, Chapter 551 of the Texas Government Code, Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting, to receive advice from its attorney on any posted agenda item, as permitted by Law. Additionally, Council may convene into Executive Session to discuss the following:

- A.** Section 551.071 - Pending or Contemplated Litigation or to Seek Advice of the City Attorney.
- B.** Section 551.072 - Purchase, Sale, Exchange, Lease, or Value of Real Property.
- C.** Section 551.073 - Deliberation Regarding Prospective Gift.
- D.** Section 551.074 - Personnel Matters.
- E.** Section 551.087- Deliberation Regarding Economic Development Negotiations.
- F.** Section 551.089 - Deliberations Regarding Security Devices or Security Audits.

Citizens wishing to submit written comments should e-mail the City Secretary at mparks@evermantx.net. Comments that are received at least one-hour prior to the start of the meeting will be provided to all council members.

According to the City of Everman Policy on Governance Process, individual citizen comments will be restricted to three (3) minutes unless otherwise determined by a majority vote of the Council. The mayor is responsible to enforce the time limit. Citizens may address City Council either during the Citizen Comments portion of the meeting or during deliberation of a listed agenda item. City Council is only permitted by Law to discuss items that are listed on the agenda. Citizens wishing to make comments should notify the City Secretary as soon as possible.

City Hall is wheelchair accessible. Parking spaces for disabled citizens are available. Requests for sign interpretative services must be made 48 hours prior to the meeting. To make arrangements, call 817.293.0525 or TDD 1.800.RELAY TX, 1.800.735.2989.

Exhibit A

City of Everman

2022-2032 Land Use Assumptions and Capital Improvements Plan

Water and Sanitary Sewer



Prepared By:



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City of Everman, Texas

2022 Land Use Assumptions for Impact Fees

March 2022



Prepared by:

Stephen A. Cook, AICP

Purpose

Chapter 395 of the Texas Local Government Code describes the procedure Texas municipalities must follow in order to assess impact fees for new development. A primary step in the process is the development of Land Use Assumptions. These Land Use Assumptions, including both population and employment estimate, form the basis for the development of impact fee Capital Improvement Plans for wastewater and water facilities.

In order for the City of Everman to reasonably estimate the future needs of water and wastewater capital improvements to serve future development, an estimation of future growth is required. The purpose of this report is to examine existing development, identify future growth areas and provide an estimate of future growth based on this data and growth projection assumptions.

Land Use Assumptions Report Elements

This report contains the following components:

- **Methodology** – Explanation of the general methodology used to prepare the land use assumptions.
- **Data Collection and Service Area** – Explanation of data collection from existing land use and future growth areas into vacant and underdeveloped parcels.
- **Historical Data** – Information on historic population trends for Everman.
- **Growth Assumptions** – Population and employment growth assumptions for buildout and ten years by the impact fee service area.
- **Summary** – Brief synopsis of the land use assumptions report.

Methodology

Based upon the growth assumptions and the capital improvements needed to support growth, it is possible to develop an impact fee structure which fairly allocates improvement costs to the service area in relationship to their impact upon the entire infrastructure system. The data in this report has been formulated using reasonable and generally accepted planning principles for the preparation of impact fee systems in Texas.

These land use assumptions and future growth projections take into consideration several factors influencing development patterns, including the following:

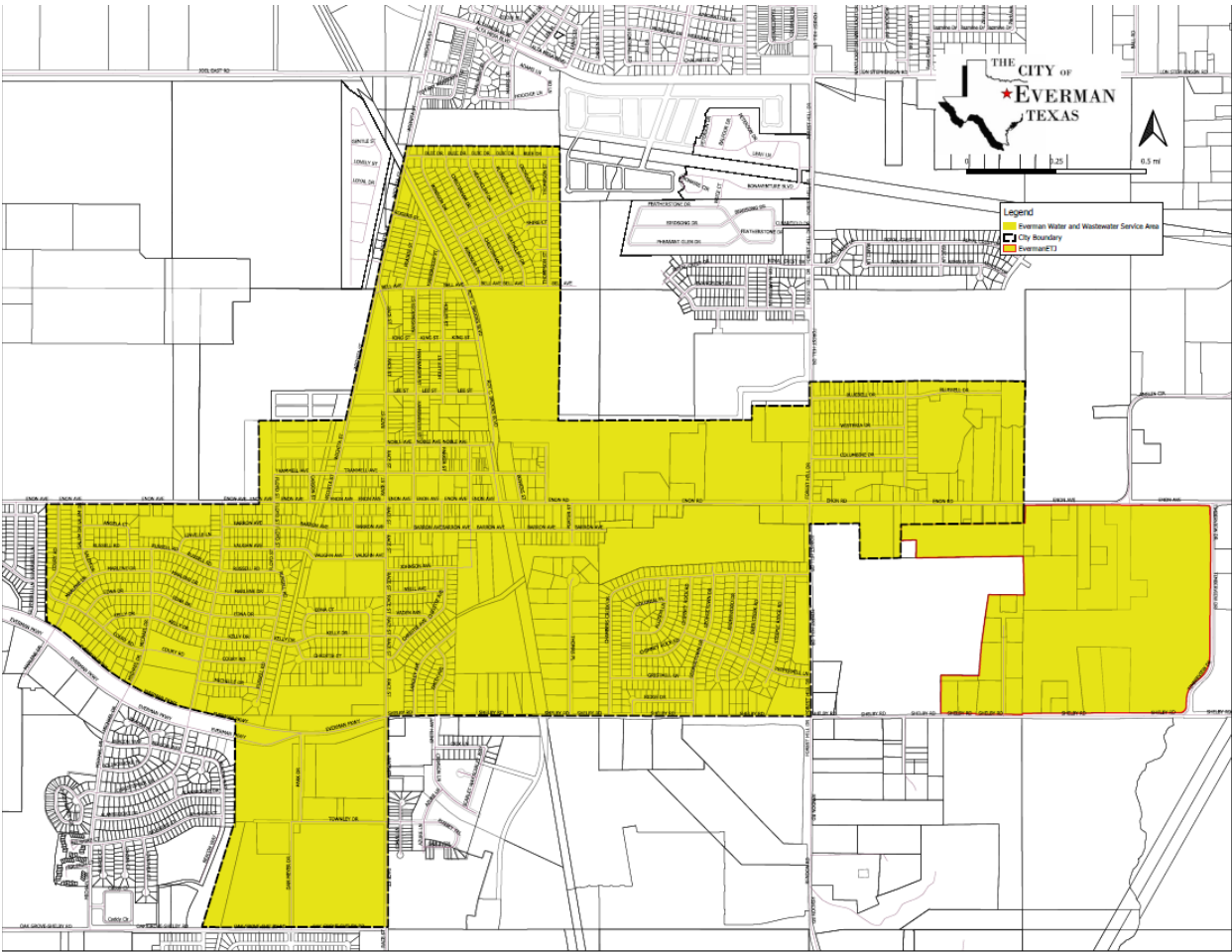
- The character, type, density, and quantity of existing development.
- Anticipated future land use (City's Future Land Use Plan Map).
- Availability of land for future expansion.
- Current and historical growth trends of population and development within the city.
- Location and configuration of vacant land.
- The following tasks were developed in order to achieve this information.
 1. Update service area boundaries in accordance with State Law requirements.
 2. Determine baseline conditions for population and employment.
 3. Project the ultimate buildout population and employment.
 4. Project population and employment growth for the next ten years.

Service Area

According to Chapter 395 of the Local Government Code, a Service Area refers to the area within the corporate boundaries or extraterritorial jurisdiction of the political subdivision to be served by the capital improvement or facilities specified in the Capital Improvement Plan. Funds collected in the specific service areas must be spent in the service area collected.

Water and Wastewater Impact Fee Service Areas The geographic boundaries of the impact fee service area for water and wastewater facilities are shown in Figure 1.1. A single service area boundary is defined for both water and wastewater facilities.

Figure 1.1 Water and Wastewater Service Area



Historical Data

The baseline population for the City of Everman as of April 1, 2020, is 6,154 as per the U.S. Bureau of Census as part of the Census 2020. Table 1 shows the population history for Everman from the 2010 U.S. Census through the population total for April 1, 2020.

Year	Population	% Growth
2010	6108	
2011	6103	-0.08%
2012	6128	0.41%
2013	6192	1.04%
2014	6213	0.34%
2015	6279	1.06%
2016	6312	0.53%
2017	6321	0.14%
2018	6252	-1.09%
2019	6255	0.05%
2020	6154	-1.61%

Table 1.1 Everman Population Estimates – US Bureau of Census

The population of Everman has fluctuated over the past ten years as few new housing units have been constructed over that time period. It reflects a community which has maximized its available residential land for development. There are some areas which are currently used for agricultural purposes which could potentially increase the population. The City has claimed an area to the southeast bounded by Enon Avenue, Shelby Road and Timberview Drive as Extra-Territorial Jurisdiction. Extra-territorial jurisdiction are areas where municipalities have the ability to potentially annex into the community following State Law. The population of this area is estimated to be approximately 60 persons based on 18 single family housing units contained within the area.

Employment Data – Everman has most of its employment base in production, transportation, and material moving occupations. The second highest employment is in education through the school district and employment with municipal government. The estimated employment numbers from 2010-2019 through the U.S. Census Bureau American Community Survey annual update. Employment has increased over that time a total of 4%. Due to the limited nature of additional areas available for non-residential growth and development in the City, an assumption of a continued 4% growth over a ten-year time period would be reasonable.

Year	Employment Estimate
2010	2463
2011	2634
2012	2461
2013	2629
2014	2603
2015	2611
2016	2614
2017	2581
2018	2458
2019	2555

Table 1.3 Total Employment Estimates Everman

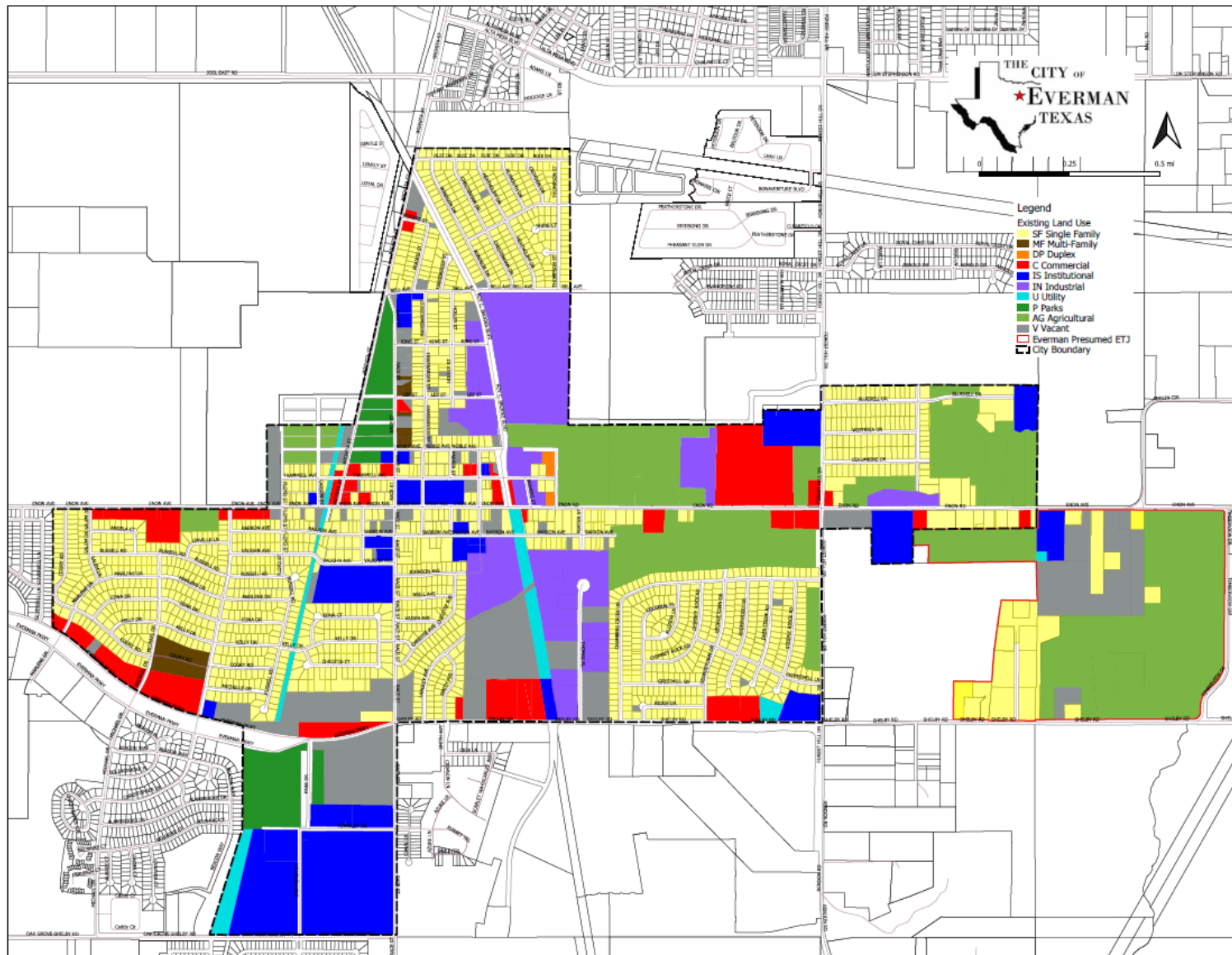
Growth Assumptions

Calculating growth of the City must be based on the available area remaining in the community for future development. How much additional residential and employment areas may be developed resulting in additional population and employment growth.

Holding Capacity – Holding Capacity of a community is a calculation comparing existing land use data from the City that is assigned as vacant (potential to be developed) with existing zoning and developed properties. A sum of the total vacant land area and properties which may be agricultural now but could have the potentiality for redevelopment in the future is then created. For each area, a total potential number of housing units is assigned based on the maximum number of units (or minimum lot size) allowed within the City. In 2015, as part of the City of Everman's Comprehensive Plan holding capacity was calculated using the minimum density allowed at current zoning levels. Housing units are then multiplied by the observed average household size for owner-occupied units to indicate a population projection. At that time, it was estimated that the City could have the potential of an additional 145 dwelling units based on the existing zoning – which would result in an additional population of 470 persons based on the 3.22 persons per dwelling unit estimate at that time.

Utilizing updated existing land use data and modifications to the zoning map made since that time a new holding capacity model has been developed for the City of Everman.

Figure 1.2 Existing Land Use Updated 2022



Certain assumptions must be made based on the ultimate additional build-out number:

- All future and existing residential properties are assumed to be 100% occupied.
- Existing areas zoned residential will remain static throughout build-out.
- An area consisting of 34.7 acres southwest of Roy C. Brooks Boulevard and E. Bell Avenue will be developed at approximately 5.8 units per acre for a total of 202 dwelling units.
- Commercial areas of the City would be built-out.
- All vacant and agricultural land potentially used for residential would build out at maximum density the zoning allows.
- Zoning districts not zoned for residential and containing vacant land were eliminated from this calculation.
- Areas designated as floodplain and "vacant" were eliminated from the calculation, leaving only developable land for the projection.
- Areas of Extra-Territorial Jurisdiction were assumed to develop at the AG zoning level.
- The average household size in Everman according to the US Bureau of Census is 3.22 persons per household. This is the multiplication factor for projecting population based on possible number of units.

The updated model now shows an ultimate buildout of an additional 313 housing units with an additional 1008 persons added to the population.

Holding Capacity Vacant / AG Land	Vacant Acres	Potential Units	Potential Population Increase
Zoned A-1	10.2	51	165
Zoned A-2	5.4	27	86
Zoned AG	78.4	19	62
New Residential Development	34.7	202	650
Extra-territorial Jurisdiction	55.34	14	45
Total Land Vacant / AG Non-Floodplain	94	313	1008

Table 1.2 Everman Holding Capacity Model 2022 – Stephen A. Cook, AICP

The non-residential areas of the City of Everman have been developed in a corridor format with a few industrial centers. There are very few areas available for non-residential development as currently planned for the City. Commercially zoned properties along N. Race Street, Everman Parkway, Shelby Road and the industrial area on Thomas Place provide the greatest amount of opportunity for the community to increase retail, commercial, and employment growth. With limited area for growth an assumption of continued 4% growth of employment over the next 10 years is anticipated.

Summary

The Land Use Assumptions for Water and Wastewater Impact Fees for the City of Everman include the following:

- The Service Area for both Water and Wastewater is the corporate limits of the City of Everman, areas of Extra-Territorial Jurisdiction.
- The 10-year population projection for the City is 6,852 with a build out population of 7,162.
- The 10-year employment projection for the City is 2,657 with a built-out employment of 2,763.

PROJECT PRIORITIES

Water

W01	Replace the 6" Water Line along Bell Street with an 8" Water Line
W02	Replace the 6" Water Line along Columbine Drive with an 8" Water Line
W03	Replace the 6" Water Line along Wisteria Drive with an 8" Water Line
W04	Replace the 6" Water Line along Southway Drive with an 8" Water Line
W05	Replace GST #2 at Townley Drive
W06	Install Well #9
W07	Replace the 6" Water Line along Race Street with a 12" Water Line
W08	Replace the 6" Water Line along Christie Avenue with a 6" Water Line
W09	Replace the 2" Water Line along Pittman Avenue with a 6" Water Line
W10	Replace the 4" Water Line along Vaden Avenue with a 6" Water Line
W11	Replace the 6" Water Line along Neill Avenue with a 6" Water Line
W12	Replace the 6" Water Line along Johnson Avenue with a 6" Water Line
W13	Replace the 3" Water Line along E Barron Avenue with a 6" Water Line
W14	Replace the 4" Water Line along Vaughn Avenue with a 6" Water Line
W15	Construct an 8" Water Line along Roy C Brooks Blvd
W16	Replace the 6" Water Line along E Enon Avenue with an 8" Water Line
W17	Install Well #10
W18	Impact Fee Study (Water System)

Sanitary Sewer

S01	Replace the 6" Sewer Line along Christie Avenue with a 6" Sewer Line
S02	Replace the 6" Sewer Line along Pittman Avenue with a 6" Sewer Line
S03	Replace the 6" Sewer Line along Vaden Avenue with a 6" Sewer Line
S04	Replace the 6" Sewer Line along Neill Avenue with a 6" Sewer Line
S05	Replace the 6" Sewer Line along Johnson Avenue with a 6" Sewer Line
S06	Construct an 8" Sewer Line along Noble Avenue
S07	Replace the 6" Sewer Line along Noble Avenue with an 8" Sewer Line
S08	Construct a 10" SDR-26 Gravity Sewer Pipe at Drainage Basin 4A
S09	Construct a 6" SDR-26 Gravity Sewer Pipe at E Enon Rd
S10	Impact Fee Study (Wastewater System)

1.0 WATER MASTER PLAN

1.1 General

The City of Everman's water system consists of more than 27 miles of water lines and utilizes an elevated storage tank and ground storage tanks with booster pump stations. The City of Everman's water supply currently comes from 7 wells and an emergency connection with the City of Fort Worth. In order to meet future demands, the City must water wells and/or modify their existing contract to purchase additional water.



1.2 Existing Water System

Everman's existing water system utilizes PVC and cast iron pipe material ranging from 1 inch to 20 inch in diameter. The water system includes 7 wells, 7 ground storage tanks, 1 elevated storage tank, and 4 booster pump stations.

WATER WELLS (946 GPM Total)	
Well	Capacity
# 1	85
# 2	160
# 3	110
# 4	65
# 5	90
# 6	220
# 7	216

EXISTING STORAGE FACILITIES (2,460,000 gal Total)			
Tank	Location	Type	Storage Capacity
# 1	Well #1 & #2	Ground	200,000 gal
# 2	Well #3 & #7	Ground	100,000 gal
# 3	Well #4	Ground	210,000 gal
# 4	Well #5 & #6	Ground	1,200,000 gal
# 5	Well #3 & #7	Elevated	750,000 gal

BOOSTER PUMPS (4700 GPM Total)			
Pump	Location	HP	Capacity
# 1	Wells #1 & #2	30	1,200 GPM
# 2	Wells #3 & #7	25	1,000 GPM
# 3	Well #4	25	500 GPM
# 4	Wells #5 & #6	50	2,000 GPM

1.3 Population and Service Connections

According to the Census Bureau, the 2020 City population was 6,154. Based on the Everman Land Use Assumptions, the City has the potential of increasing the number of housing units by 313 units (service connections) at buildout if vacant land area is redeveloped according to the existing zoning. With an estimated 3.22 persons per household, these potential 313 units result in a buildout projected population of 7,162. However, for the use of the CIP and Impact Fee Study, the estimated additional units in the next 10 years is 217, which results in a population of 6,852 in 2032.

1.4 Required Storage

Per TCEQ Chapter 290.45 (b) (1) (D) (ii), the City must have a total minimum water storage capacity of 200 gallons per connection. Being conservative and using all 2,111 connections, the City is currently required to have 422,200 gallons of total storage. The City currently has 2,460,000 gallons of total storage and therefore is in compliance.



The population and build out projections, being conservative and including all connections, indicate that the City will require 465,600 gallons of total storage by the year 2032. The current total storage capacity of 2,460,000 will meet the future storage requirements.

Per Chapter 290.45 (b) (1) (D) (iv), the City must have a total minimum elevated water storage capacity of 100 gallons per connection. Being conservative and using all 2,111 connections, the City is required to have 211,100 gallons of elevated storage. The City currently has 750,000 gallons of elevated storage and therefore is in compliance.

The population and build out projections, being conservative and including all connections, indicate that the City will require 232,800 gallons of elevated storage by the

year 2032. The current elevated storage capacity of 750,000 gallons will meet the future elevated storage requirements.

Type	Existing (Gallons)	TCEQ Requirement 2022 (Gallons)	Projected TCEQ Requirement 2032 (Gallons)
Ground	1,710,000	211,100	232,800
Elevated	750,000	211,100	232,800
Total	2,460,000	422,200	465,600

1.5 Demand Rates

The average day and maximum day water demands for 2022 were obtained from 2021 data provided by the City. To develop the future water demands, water system and population data was used. The current and projected water demands are shown below:

DEMAND RATES 2021		
Average Daily	420,083	Gallons/Day
Maximum Day	619,000	Gallons/Day

PROJECTED DEMAND RATES			
Year	Average Daily Demand (Gallons/Day)	Service Unit Demand (Gallons/Day)	Service Units
2021	420,083	199	2,111
2032	463,265	199	2,328
10-Year Additional Service Units			217

1.6 Pumping Requirements

The City currently has four booster pump stations with a combined capacity of 4,700 GPM, which yields 2.23 GPM per connection. Per TCEQ Chapter 290.45 (b) (1) (D) (iii), for systems which provide an elevated storage capacity of 200 gallons per connection, two service pumps with a minimum combined capacity of 0.6 GPM per connection are required at each pump station or pressure plane. The City's current combined pumping capacity of 2.23 GPM is in compliance.

The population and build out projections, being conservative and including all connections, indicate that the City's combined pumping capacity will be 2.02 GPM per connection in 2032. This combined pumping capacity is above the required 0.6 GPM per connection and therefore meets future requirements.

1.7 Opinion of Probable Cost

The opinions of probable costs presented here are preliminary and final costs may vary. The probable costs are based on current-year dollars and average unit costs and do not include allowances for legal or financing costs. The cost of the 10-year water system CIP is estimated to be \$5,667,075. A project cost breakdown is shown in Table 4-1. Everman may re-prioritize these projects based on fund availability and other factors.

5.0 SANITARY SEWER MASTER PLAN

5.1 General

The City of Everman's sanitary sewer collection system is made up of more than 23 miles of gravity sewer lines that conveys flows to the Fort Worth collection system and then further conveyed to the treatment plant. The current system is made up of 9 drainage basins, with some of these basins divided into sub-basins, and the basins are defined by the City's topography.

The surface topography of Everman consists of two regulatory floodways, west to east, in which the City of Fort Worth operates two wastewater collection lines. This results in the individual areas flowing north or south towards the Fort Worth wastewater lines, but generally flow to the northeast.

5.2 Existing Sanitary Sewer System

The City does not own or operate a wastewater treatment plant and has a long-term contract with the City of Fort Worth for the treatment of all sewage. Everman's sewage collection system consists of PVC and clay pipes ranging from 6 inch to 12 inch in diameter. The City does not own or operate any lift stations or force mains in the sewer collection system.

Proposed Improvements 2032

5.3 Demand Requirements

CobbFendley evaluated the sanitary sewer system capacity with assistance from City staff. The evaluation concluded the existing sanitary sewer system is adequate and there are no capacity issues. Any identified improvements to the existing system are to replace aging infrastructure.

Drainage basins with anticipated growth, identified in the land use assumptions, were evaluated based on the potential units for each basin and future lines were sized to accommodate ultimate wastewater flows. Wastewater lines within the undeveloped properties are excluded from the Capital Improvements Plan (CIP) and the impact fee calculation as they are generally the responsibility of developers.

The proposed sewage collection system for 2032 was determined from land use and population projections for the study period. The system was evaluated under these demands and capital improvement projects were identified. The proposed projects are designed with capacity for the calculated 2032 flows, as well as flows for continued growth after 2032, but within the 40-year life expectancy of the projects. TCEQ criteria were used to determine the potential sizes of proposed sanitary sewer lines and the projected wastewater flows. Residential and school flows were applied where necessary (100 GPD/capita residential and 15-20 GPD/student for school flows).

5.4 Opinion of Probable Cost

The opinions of probable costs presented here are preliminary and final costs may vary. The probable costs are based on current-year dollars and average unit costs and do not include allowances for legal or financing costs. The cost of the 10-year sanitary sewer system CIP is estimated to be \$1,627,800. A project cost breakdown is shown in Table 5-1. Everman may re-prioritize these projects based on funds availability and other factors.

Table 4-1 - Water System CIP Projects & Costs

CIP #	Project Description	Ex. Dia (in)	New Dia (in)	Quantity	Units	Unit Cost	Construction Cost
W01	Replace the 6" Water Line along Bell Street with an 8" Water Line	6	8	2,400	LF	\$146	\$350,400
W02	Replace the 6" Water Line along Columbine Drive with an 8" Water Line	6	8	1,260	LF	\$164	\$206,640
W03	Replace the 6" Water Line along Wisteria Drive with an 8" Water Line	6	8	1,260	LF	\$164	\$206,640
W04	Replace the 6" Water Line along Southway Drive with an 8" Water Line	6	8	420	LF	\$156	\$65,520
W05	Replace GST #2 at Townley Drive	-	-	1	LS	\$237,200	\$237,200
W06	Install Well # 9	-	-	1	LS	\$1,300,000	\$1,300,000
W07	Replace the 6" Water Line along Race Street with a 12" Water Line	6	12	1,250	LF	\$232	\$290,000
W08	Replace the 6" Water Line along Christie Avenue with a 6" Water Line	6	6	1,500	LF	\$135	\$202,500
W09	Replace the 2" Water Line along Pittman Avenue with a 6" Water Line	2	6	265	LF	\$135	\$35,775
W10	Replace the 4" Water Line along Vaden Avenue with a 6" Water Line	4	6	570	LF	\$135	\$76,950
W11	Replace the 6" Water Line along Neill Avenue with a 6" Water Line	6	6	730	LF	\$135	\$98,550
W12	Replace the 6" Water Line along Johnson Avenue with a 6" Water Line	6	6	850	LF	\$135	\$114,750
W13	Replace the 3" Water Line along E Barron Avenue with a 6" Water Line	3	6	660	LF	\$135	\$89,100
W14	Replace the 4" Water Line along Vaughn Avenue with a 6" Water Line	4	6	1,230	LF	\$135	\$166,050
W15	Construct an 8" Water Line along Roy C Brooks Blvd	-	8	2,000	LF	\$164	\$328,000
W16	Replace the 6" Water Line along E Enon Avenue with an 8" Water Line	6	8	3,500	LF	\$164	\$574,000
W17	Install Well # 10	-	-	1	LS	\$1,300,000	\$1,300,000
W18	Impact Fee Study (Water System)	-	-	1	LS	\$25,000	\$25,000

\$5,667,075

Table 5-1 - Wastewater System CIP Projects & Costs

CIP #	Project Description	Ex. Dia (in)	New Dia (in)	Quantity	Units	Unit Cost	Construction Cost
S01	Replace the 6" Sewer Line along Christie Avenue with a 6" Sewer Line	6	6	1,225	LF	\$110	\$134,750
S02	Replace the 6" Sewer Line along Pittman Avenue with a 6" Sewer Line	6	6	170	LF	\$110	\$18,700
S03	Replace the 6" Sewer Line along Vaden Avenue with a 6" Sewer Line	6	6	500	LF	\$110	\$55,000
S04	Replace the 6" Sewer Line along Neill Avenue with a 6" Sewer Line	6	6	660	LF	\$110	\$72,600
S05	Replace the 6" Sewer Line along Johnson Avenue with a 6" Sewer Line	6	6	800	LF	\$110	\$88,000
S06	Construct an 8" Sewer Line along Noble Avenue	-	8	860	LF	\$145	\$124,700
S07	Replace the 6" Sewer Line along Noble Avenue with an 8" Sewer Line	6	8	890	LF	\$145	\$129,050
S08	Construct a 10" SDR-26 Gravity Sewer Pipe at Drainage Area 4A	-	10	2,500	LF	\$216	\$540,000
S09	Construct a 6" SDR-26 Gravity Sewer Pipe at E Enon Rd	-	6	4,000	LF	\$110	\$440,000
S10	Impact Fee Study (Wastewater System)	-	-	1	LS	\$25,000	\$25,000

\$1,627,800



CITY OF EVERMAN

212 North Race Street Everman, TX 76140

STAFF REPORT

AGENDA TITLE: Adoption of Water & Sewer Impact Fees

MEETING DATE: 06/07/2022

PREPARED BY: C. W. Spencer

RECOMMENDED ACTION:

BACKGROUND INFORMATION:

The Capital Improvements Advisory Committee held a meeting on May 23, 2022 at 6:30pm. A Public Hearing was held, following proper publication and notice, to hear public comments on the proposed adoption of water and sanitary sewer impact fees. CobbFendley Engineer Aaron Fricke provided a presentation to the committee related to the proposed rates and how those rates were calculated. Following this presentation, there were no public comments made.

The committee then deliberated on the item before then moving to make a recommendation to the City Council as follows:

Water Impact Fee: \$2,900.00

Sanitary Sewer Impact Fee: \$2,200.00

FISCAL IMPACT:

Significant financial impact specifically related to the Water and Sanitary Sewer System. Specific amounts to be discussed during a presentation at the Regular City Council Meeting on June 7th, 2022.

CITY OF EVERMAN, TEXAS

ORDINANCE NO. 781

AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS, ADOPTING IMPACT FEES FOR WATER AND SANITARY SEWER IMPROVEMENTS THAT ARE ATTRIBUTABLE TO NEW DEVELOPMENT IN THE CITY'S PROPOSED WATER AND SANITARY SEWER IMPACT FEE SERVICE AREA; PROVIDING FOR IMPACT FEE COLLECTION AND ACCOUNTING FOR FEES AND INTEREST; PROVIDING FOR IMPACT FEE WAIVERS; PROVIDING FOR SEMI-ANNUAL REVIEW OF IMPACT FEES BY THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Everman, Texas (the "City") is responsible for and committed to the provision of public services, including water and sanitary sewer services, at levels necessary to provide service for customers connecting to the water and sanitary sewer system; and

WHEREAS, new residential and non-residential development imposes increased demands upon the City's public services, including water and sanitary sewer facilities, that would not otherwise be imposed; and

WHEREAS, the City's growth to date indicates that such development will continue and will place ever-increasing demands on the City to provide necessary public facilities; and

WHEREAS, to the extent that such new development places demands upon the public infrastructure, such demands should be satisfied by allocating the responsibility for financing the provision of new infrastructure by the development creating such demands;

WHEREAS, CobbFendley prepared a professional engineering report, which is attached hereto as **Exhibit A** and incorporated into this Ordinance, for land use assumptions and a capital improvements plan and for the implementation of impact fees on water and sanitary sewer improvements in the City's proposed impact fee service area; and

WHEREAS, on March 15, 2022, the City Council of Everman appointed five members to the City's Capital Improvements Advisory Committee to review and make recommendations for the 2022-2032 Land Use Assumptions and Capital Improvement Plan; and

WHEREAS, the Committee members consisted of the members of the Planning and Zoning Commission; and

WHEREAS, Texas Local Government Code Section 395.045 states that to impose water and sanitary sewer impact fees, the City Council of Everman must, after holding a public hearing, approve land use assumptions and a capital improvements plan for the City's proposed water and sanitary sewer impact fee service area; and

WHEREAS, the City Council of Everman finds and determines that the City has complied with the requirements in Tex. Loc. Gov't Code Sections 395.042 and 395.043 for publicizing the 2022-2032 Water and Sanitary Sewer Impact Fee Study including the land use assumptions and

capital improvements plan prior to holding public hearings; and

WHEREAS, the City's Impact Fee Advisory Committee met and approved the Impact Fee Report finding that the land use assumptions used in the report are reasonable; the Capital Improvements Plan used in the report is reasonable; and the method to calculate the maximum impact fee is reasonable; and

WHEREAS, the City's Impact Fee Advisory Committee recommended to City Council of Everman approval of the land use assumptions and capital improvement plan recommended by the preliminary Water and Sanitary Sewer Impact Fee Study for the possible imposition of impact fees for water and sanitary sewer improvements in the impact fee service area on March 28, 2022; and

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 395.044, the City Secretary of the City of Everman timely published on the notice of public hearing (attached as in the City of Everman's official newspaper of general circulation concerning the public hearing to consider approval of the land use assumptions and capital improvements plan associated with the imposition of impact fees for water and sanitary sewer improvements in the impact fee service area; and

WHEREAS, the City Council of Everman held a public hearing on April 19, 2022, to consider the land use assumptions and capital improvement plan associated with the Water and Sanitary Sewer Impact Fee Study for the possible imposition of impact fees for water and sanitary sewer improvements in the impact fee service area; and

WHEREAS, the City Council of Everman adopted a Ordinance on April 19, 2022, after the public hearing and adopted and approved the land use assumptions and capital improvement plan recommended by the Water and Sanitary Sewer Impact Fee Study for the possible imposition of impact fees for water and sanitary sewer improvements in the impact fee service area; and

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 395.044, the City Secretary of the City of Everman timely published on the notice of public hearing in the City of Everman's official newspaper of general circulation concerning the public hearing to consider the calculation of the maximum impact fee amounts and imposition of impact fees for new or expanded water and sanitary sewer utility services from the City's water and sanitary sewer utilities; and

WHEREAS, the City Council of Everman held a public hearing on June 7, 2022, to consider the calculation of the maximum impact fee amounts and possible imposition of impact fees for new or expanded water and sanitary sewer utility services from the City; and

WHEREAS, the City Council of Everman, after careful consideration of the matter, hereby finds and declares that it is in the best interests of the general welfare of the City and its residents to adopt this ordinance relating to the adoption of impact fees for water and sanitary sewer utilities.

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

SECTION 1. FINDINGS. The facts and recitations found in the preamble of the Ordinance are true and correct and incorporated herein for all purposes.

SECTION 2. ENACTMENT. The Impact Fee Ordinance, including the impact fees

recommended by the Impact Fee Advisory Committee is enacted so to read in accordance with **Exhibit B**, which is attached hereto and incorporated into this Ordinance for all intents and purposes.

SECTION 3. ORDINANCE CUMULATIVE. This ordinance is cumulative of all other ordinances of the City and shall not operate to repeal or affect any of such other ordinances except as to provisions that are in conflict with the provisions of this ordinance, in which event the conflicting provisions are hereby superseded.

SECTION 4. SEVERABILITY. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconditional; and the City Council of Everman of the City of Everman, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

SECTION 5. HEADINGS. Any headings or titles set forth in this ordinance, including the title hereof, are included for purposes of convenience only and shall not be used in the interpretation, construction, or definition of the provisions of this ordinance.

SECTION 6. CODIFICATION. The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City’s Code of Ordinances as authorized by Section 52.013 of the Texas Local Government Code.

SECTION 7. OPEN MEETINGS. That it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and the public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chap. 551, Tex. Loc. Gov’t. Code.

SECTION 8. EFFECTIVE DATE. This Ordinance is in full force and effect immediately upon its passage and publication, if required and when such a requirement is satisfied.

PASSED AND APPROVED this, the _____ day of _____, 2022, by a vote of _____ (ayes) to _____ (nays) to _____ (abstentions) of the City Council of Everman, Texas.

CITY OF EVERMAN, TEXAS

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary

EXHIBIT A

2022-2032 LAND USE ASSUMPTIONS
AND
CAPITAL IMPROVEMENTS PLAN

EXHIBIT B

IMPACT FEES

CHAPTER 21. – WATER AND SANITARY SEWER IMPACT FEES

ARTICLE I. – GENERAL PROVISIONS

Sec. 21-01. Short title. This Section shall be known and cited as the City of Everman Impact Fee Ordinance.

Sec. 21-02. Purpose. The purpose of this Section is to help ensure that adequate water and sanitary sewer facilities are available to serve new growth and development, and to provide for new growth and development to bear a proportionate share of the cost of water and sanitary sewer facilities that serve the new growth and development.

Sec. 21-03. Authority; implementing guidelines.

(a) This Section is adopted pursuant to Chapter 395 of the Texas Local Government Code.

(b) Guidelines to implement and administer this Section may be developed and approved by ordinance or resolution of the City Council.

Sec. 21-04. Definitions. In this Section:

Advisory Committee means the City Planning and Zoning Commission, designated as the Capital Improvements Advisory Committee on Impact Fees in accordance with Chapter 395 of the Texas Local Government Code.

Capital improvement means a water facility or sanitary sewer facility, with a life expectancy of three or more years that is owned and operated by or on behalf of the City, whether or not the facility is within the impact fee service area.

Capital improvements plan means the plan approved by the City Council which describes the water and sanitary sewer capital improvements or facility expansions and their costs which are necessitated by and attributable to development in the impact fee service area based on the approved land use assumptions. The initial capital improvements plan is the 2022-2032 Land Use Assumptions and Capital Improvements Plan for Water and Sanitary Sewer Impact Fees prepared by CobbFendley for the City of Everman, Texas, which was approved by the City Council by Ordinance No. 779, dated April 19, 2022.

City means the City of Everman, Texas.

Development means the subdivision of land, or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure, or any use or extension of the use of land, any of which increases the number of service units that may be used on the land or in conjunction with the structure. “Development” includes the conversion of an existing use from on-site water or sanitary sewer facilities to the use of City water facilities or sanitary sewer facilities.

Facility expansion means an expansion of the capacity of any existing facility that serves the same function as an otherwise necessary new capital improvement, in order that the existing facility may serve new development. The term does not include the repair, maintenance, modernization, or expansion of an existing facility to better serve existing development.

Impact fee means a charge or assessment imposed as set forth in this Section on development in order to generate revenue to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to development. “Impact fee” does not include:

- (a) Dedication of land for public parks or payment in lieu of the dedication to serve park needs;
- (b) Dedication of rights-of-way or easements or construction or dedication of on-site or off-site water distribution, sanitary sewer collection or drainage facilities, or streets, sidewalks, or curbs if the dedication or construction is required by a valid ordinance and is necessitated by and attributable to the new development;
- (c) Lot or acreage fees to be placed in trust funds for the purpose of reimbursing developers for oversizing or constructing water or sewer mains or lines;
- (d) Other pro rata fees for reimbursement of water or sewer mains or lines extended by the political subdivision; or
- (e) Charges for water or sanitary sewer services to a wholesale customer such as a water district, political subdivision of the state, or other wholesale utility customer.

Impact fee rate means the amount of the impact fee per service unit.

Impact fee service area means the area designated in Article 1, Subsection E within which impact fees will be collected in connection with the development, and for which impact fees will be expended for capital improvements or facility expansions.

Land use assumptions mean a report describing the impact fee service area and projections of changes in land uses, densities, intensities, and population in the service area. The initial land use assumptions are contained in the report on Land Use Assumptions for the Implementation of Impact Fees prepared for the City by the CobbFendley, which was approved by the City Council by Ordinance No. 779, dated April 19, 2022.

Property owner means any person, corporation, legal entity, or agent thereof having a legal or equitable interest in the land for which an impact fee becomes due. “Property owner” includes the developer for a development.

Sanitary sewer facility includes a wastewater interceptor or main, lift station, or other facility or improvement used for providing wastewater collection and treatment included within the City’s collection, transmission, and treatment system for wastewater. “Sanitary sewer facility” includes land, easements, and structures associated with such facilities.

Service unit means a standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the City during the previous 10 years. “Service unit” for the purposes of calculation of water and sanitary sewer impact fee rates means a standardized measure of consumption, use or discharge based upon a $\frac{5}{8}$ ” by $\frac{3}{4}$ ” displacement-type water meter.

Water facility includes a water transmission line or main, pump station, storage tank, water supply facility, treatment facility or other facility included within and comprising an integral component of the City’s water production, supply, storage, or distribution system. “Water facility” includes land, easements and structures associated with such facilities.

A. Impact fee service area; applicability of Section.

1. The impact fee service area for water facilities and sanitary sewer facilities is depicted on a map included in the report on land use assumptions and capital improvements plan for the implementation of impact fees prepared for the City by CobbFendley. A copy of this map shall be retained on file in the office of the City Secretary.

2. This Section applies to all development within the impact fee service area. The provisions of this Section shall apply uniformly within the impact fee service area.

B. Land use assumptions and capital improvements plan.

1. The land use assumptions are incorporated by reference in this Section.

2. The capital improvements plan is incorporated by reference in this Section.

C. Impact fees in relation to other fees and development regulations.

1. Impact fees established by this Section are additional and supplemental to, and not in substitution of, any other requirements imposed by the City on the development of land, the issuance of building permits or certificates of occupancy, and any tap or utility connection fees. Such Impact Fees are intended to be consistent with and to further the policies of the Comprehensive Plan, the Capital Improvements Plan, the

zoning ordinance, subdivision regulations and other City policies, ordinances, and resolutions by which the City seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

2. For each development to which impact fees apply, the payment of impact fees as described in this Section will constitute a condition of plat, construction permit, utility connection and other development approvals.

3. This Section shall not affect the permissible uses of property, the density of development, public improvement standards and requirements, or any other aspect of City development regulations.

D. Functions of advisory committee. The advisory committee may perform the following functions:

1. Advise and assist the City Council and City staff in reviewing, adopting, and updating the land use assumptions and the capital improvements plan;

2. File written comments on the land use assumptions and the capital improvements plan;

3. Monitor and evaluate implementation of the capital improvements plan;

4. Advise the City of the need to update or revise the land use assumptions, capital improvements plan and impact fees; and

5. File periodic reports evaluating the progress of the capital improvements plan and identifying perceived inequities in implementing the plan or administering the impact fees.

E. Updates to plans and revision of fees.

1. The City shall update the land use assumptions and capital improvements plan at least every five years, and shall recalculate the maximum impact fee rates based on the update, unless the City Council determines that an update is not needed under Chapter 395 of the Texas Local Government Code. The initial five-year period will run from the June 7, 2022, date of the City Council's adoption of the capital improvements plan.

2. The City may review its land use assumptions, impact fees, capital improvements plan and other factors such as market conditions more frequently as allowed by Chapter 395 of the Texas Local Government Code to determine whether the land use assumptions and capital improvements plan should be updated, and the maximum impact fee rates recalculated.

3. If the City Council determines that no changes to the land use assumptions, capital improvements plan or impact fee are needed at the time an update is required under Chapter 395 of the Texas Local Government Code, the City Council will provide notice

of this determination as described in Texas Local Government Code § 395.0575. If no person submits a timely request for an update of the land use assumptions, capital improvements plan or impact fee, no update will be necessary.

(d) The City Council may amend the actual impact fee rates in accordance with Chapter 395 of the Texas Local Government Code at any time without revising the land use assumptions and capital improvements plan. The actual impact fee rates may not, however, exceed the maximum impact fee rates set in Article 2, Subsection A.2.

ARTICLE 2. - WATER AND SANITARY SEWER IMPACT FEES

A. Actual and maximum impact fee rates.

1. The actual impact fee rate charged by the City for each category of capital improvements is set as follows:

(a) Water: \$2,000.00

(b) Sanitary Sewer: \$2,000.00

2. The maximum impact fee rate allowed by state law for each category of capital improvements is calculated in the capital improvements plan to be as follows:

(a) Water: \$3,193.00 (per EDU)

(b) Sanitary Sewer: \$2,410.00 (per EDU)

B. Determination of impact fee rates.

1. The impact fee rates will be those in effect at the time an application for a building permit, plumbing permit, or utility connection is submitted to the City, except as provided in Article 2, Subsection B.2 below.

2. For development on property platted or replatted after the original effective date of this Section, the impact fee rates will be those in effect at the time the plat or replat of the property was recorded. The applicant for a building or plumbing permit shall submit evidence of the date of plat or replat recording with the application for a building or plumbing permit.

C. Computation of service units.

1. Water service units. The number of water service units for a development shall be based on the size of the water meter necessary to serve the development, as confirmed by the City.

2. Sanitary sewer service units. The number of sanitary sewer service units for a development shall be based on the size of the water meter necessary to serve the

development, as confirmed by the City. If the City allows a development to connect to the sanitary sewer system without connecting to the water system, the property owner shall submit information to support a determination of the water meter size that would be required if the development connected to the City water system. The number of sanitary sewer service units associated with various water meter sizes is based on the water meter size determined by the City as referenced in Article 2, Subsection C.1 above.

D. Payment of impact fees.

1. Impact fees shall be paid at the following times:

- a. For land within the City Limits, at the time the City issues a building permit, or if no building permits are needed, at the time the City approves a utility connection application.
- b. For land outside the City Limits, at the time the City issues a plumbing permit, or if no plumbing permit is needed, at the time the City approves a utility application.

2. The City Council may approve an agreement with a property owner for a different time, manner of computation, or payment of impact fees for development on the owner's property.

E. Offsets and credits.

1. If a property owner, in connection with a development, constructs a capital improvement or facility expansion included in the capital improvements plan, and the improvement or expansion exceeds minimum City standards and provides capacity in excess of the needs of the property owner's development, the property owner will be entitled to an offset or credit against impact fees that would otherwise be assessed against the development.

2. If impact fees for a development are to be paid in a lump sum, the allowable costs will be calculated and offset against impact fees at the normal time of collection. If impact fees for a development will be paid incrementally as uses are initiated or constructed on the property, the City will enter into a capital improvement agreement with the property owner under Subsection E that describes the manner in which the allowable costs will be credited towards impact fee payments.

3. The amount of an offset or credit will be based on the extent to which the capacity of the capital improvement or facility expansion exceeds the capacity represented by minimum City standards for the type of facility, or the capacity needs of the property owner's development, whichever is greater. The property owner shall submit evidence of the actual, fair-market cost of the capital improvement or facility expansion. The cost shall be subject to verification by the City.

4. An offset or credit shall only be applicable against the impact fees for the type of facility (water facility or sanitary sewer facility) constructed by the property owner.

5. A credit shall expire 10 years from the date the credit was created.

F. Capital improvement agreements. A property owner entitled to a credit under Article 2, Subsection E may request to enter into a capital improvement agreement with the City. The agreement will provide for the credit to run with the land and be used to reduce the amount of the impact fee that would otherwise be owed for each use initiated or constructed on the property. The agreement will be on a form approved by the City, and it must include the estimated cost of the improvement or expansion, the schedule for commencing and completing construction, and other terms and conditions deemed necessary by the City. The agreement shall describe the method to be used to determine the amount of the credit each time impact fees are due for development on the property.

G. Refunds.

1. At the written request of an owner of the property on which an impact fee has been paid, the political subdivision shall refund all or part of the impact fee, together with interest calculated from the date of collection to the date of refund, if any of the following apply:

a. Existing facilities are available to serve the development and service is denied for any reason;

b. Existing facilities were not available to serve the development when the fee was paid, and the City has failed to commence construction of facilities to provide service within two years of payment of the fee; or

c. Existing facilities were not available to serve the development when the fee was paid, and the City has failed to make service available within a reasonable period considering the type of facilities to be constructed, but in no event later than five years from the date of payment.

2. Upon written request of an owner of the property on which an impact fee has been paid, the portion of an impact fee which has not been expended within 10 years from the date of payment shall be refunded. The application for refund under this section shall be submitted within 60 days after the expiration of the ten-year period. Under this subsection, impact fees will be deemed expended on a first-in, first-out basis. An impact fee collected under this Section will be deemed expended if the total expenditures for capital improvements or facility expansions within ten years after the date of payment exceeds the total amount of fees collected for the category of improvements or expansions (water or sanitary sewer) during that period.

3. If a refund is due under Article 2, Subsections G.1 or G.2, the City shall divide the difference between the amount of expenditures and the amount of the fees collected by the total number of service units identified in the land use assumptions for the service area to determine the refund due per service unit. The refund shall be calculated by multiplying the refund due per service unit by the number of service units for the development for which the fee was paid, and the interest due shall be calculated on that

amount. Refunds shall be made to the record owner of the property at the time of the refund.

- H. Rebates. If a building or plumbing permit or an approval of a utility application in a development expires after an impact fee has been paid, and no utility connection has been made under the permit or approval, and a modified or new application has not been filed within six months of the expiration, and the property owner submits a written request to the City within six months of the expiration, the City shall rebate the amount of the impact fee to the record owner of the property at the time of the refund. If no request for a rebate is submitted within this period, no rebate shall become due.

ARTICLE 3. ACCOUNTING AND USE OF IMPACT FEES

A. Accounting for impact fees.

1. The City shall establish separate interest-bearing accounts for water system impact fees and sanitary sewer system impact fees.
2. Interest earned on each account shall be credited to that account and shall be used solely for the purposes authorized in this Section.
3. The City shall establish and maintain financial and accounting controls to ensure that impact fees disbursed from an account are used solely for the purposes authorized in this Section. Disbursement of funds shall be authorized by the City at such times as are reasonably necessary to carry out the purposes and intent of this Section.
4. The City shall maintain financial records for each account which show the source and disbursement of all funds. The records shall be open for public inspection during ordinary business hours.

B. Use of impact fee accounts.

1. Impact fees collected under this Section shall be used to pay or recoup the costs of constructing capital improvements or facility expansions identified in the capital improvements plan. Water system impact fees will be used only for water system capital improvements or facility expansions. Sanitary sewer system impact fees will be used only for sanitary sewer system capital improvements or facility expansions. Construction costs include the construction contract price, surveying and engineering costs, and land acquisition costs (including purchase price, court awards and costs, attorney's fees, and expert witness fees).
2. Impact fees may be used to pay the principal and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the City to finance capital improvements or facility expansions identified in the capital improvements plan.

3. Impact fees may be used to pay fees to an independent qualified engineer or financial consultant (i.e., an engineer or consultant who is not an employee of the City) for preparing or updating the capital improvements plan.

4. Impact fees collected under this Section shall not be used to pay for any of the following:

- a. Construction or acquisition of capital improvements or facility expansions other than those identified in the capital improvements plan;
- b. Repair, operation, or maintenance of existing or new capital improvements or facility expansions;
- c. Upgrade, expansion or replacement of existing capital improvements that serve existing uses in order to meet stricter safety, efficiency, environmental or regulatory standards;
- d. Upgrade, expansion, or replacement of existing capital improvements to provide better service to existing uses; or
- e. Administrative and operating costs of the City.

5. The City may pledge impact fee revenues as security for the payment of debt service on a bond, note, or other obligation issued to finance a capital improvement or facility expansion identified in the capital improvements plan if the City Council certifies in an ordinance or resolution that none of the revenues will be used or expended for an improvement or expansion not identified in the plan.

C. Exceptions and exemptions.

- 1. Impact fees shall not be collected from any local taxing unit, as defined in the state tax code, which is authorized to impose and is imposing ad valorem taxes on the property.
- 2. No sanitary sewer impact fee shall be charged for an irrigation meter.
- 3. No impact fee shall be charged for a fire line meter that serves only a fire suppression system.



CITY OF EVERMAN
212 North Race Street Everman, TX 76140
STAFF REPORT

AGENDA TITLE: Resolution 2022-06-01

MEETING DATE: 06/07/2022

PREPARED BY: C. W. Spencer

RECOMMENDED ACTION:

It is recommended that the Everman City Council adopt Resolution #2022-06-01

BACKGROUND INFORMATION:

PURPOSE

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about May 13, 2022 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month.

The resolution suspends the June 17, 2022 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

DISCUSSION

The City of Everman is a member of a 169-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been

the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since March 2017.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by June 17, 2022.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

FISCAL IMPACT:

Significant financial impact to consumers

Mr. Brocato's Direct Line: (512) 322-5857
Email: tbrocato@lglawfirm.com

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor Members

FROM: Thomas Brocato *YTB*
Jamie Mauldin
Roslyn Dubberstein

DATE: May 16, 2022

RE: Oncor Electric Delivery Company's Statement of Intent to Increase Rates Suspension Packet

ACTION REQUIRED TO SUSPEND THE EFFECTIVE DATE BY JUNE 17, 2022

On Friday, May 13, 2022, Oncor filed a Statement of Intent to Increase Rates with all cities in its service area that retain original jurisdiction. The Company is seeking to increase rates by approximately \$251 million over rates currently in place, or approximately 4.5% over present revenues. Residential customers would see an 11.2% increase in rates. If approved, a residential customer using 1,300 kWh per month would see a bill increase of about \$6.02 per month. Additionally, the Company proposes to increase street lighting rates by 1.6%.

The rate increase requested by Oncor will become effective on June 17, 2022, unless the city takes action to suspend the effective date. By statute, cities are permitted to extend the effective date by up to 90 days in order to study the filing. **The city must take action to suspend the effective date by June 17, 2022.** If your city does not have a regular council meeting scheduled before June 17th or is otherwise unable to take action on the suspension resolution June 17th, please contact us as soon as possible.

Attached to this memo is a model suspension resolution and staff report. In the past, Oncor local managers have provided cities with a model denial resolution and may recommend that the city immediately deny the rate request. If this occurs, we do not recommend that you deny the request at this time. Suspending the effective date allows cities more time to review the application and decide on the final action, including settlement or denial of Oncor's requested rate increase.

The Steering Committee of Cities Served by Oncor will discuss Oncor's rate request at the quarterly meeting on June 2, 2022. During the call there will also be an opportunity for Steering Committee members to discuss strategy with Steering Committee consultants and attorneys.

If you have any questions, please feel free to contact us:

Thomas – tbrocato@lglawfirm.com / 512-322-5857
Jamie – jmauldin@lglawfirm.com / 512-322-5890
Roslyn – rdubberstein@lglawfirm.com / 512-322-5802

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CITIES THAT HAVE CEDED ORIGINAL JURISDICTION

Abbott	Crockett	Itasca
Alma	Crowley	Jewett
Alvarado	Cumby	Jolly
Alvord	Cushing	Josephine
Angus	Dawson	Joshua
Anna	Dean	Justin
Annetta North	Dorchester	Kaufman
Annetta South	Dublin	Keene
Annona	Ector	Kemp
Appleby	Edgecliff Village	Kerens
Argyle	Edgewood	Knollwood
Athens	Edom	Krum
Aurora	Elgin	Ladonia
Bangs	Elkhart	Lake Bridgeport
Barry	Emhouse	Lake Dallas
Bartlett	Enchanted Oaks	Lakeside City
Bellevue	Eureka	Latexo
Blanket	Eustace	Lavon
Blooming Grove	Everman	Leona
Boyd	Forney	Leroy
Brownsboro	Frost	Lindsay
Buckholts	Garrett	Lipan
Buffalo	Gholson	Lorena
Burke	Godley	Lovelady
Bynum	Golinda	Lowry Crossing
Caddo Mills	Goodlow	Lucas
Cameron	Gorman	Mabank
Campbell	Grandfalls	Malakoff
Caney City	Grandview	Malone
Canton	Granger	Marquez
Carbon	Grapeland	McGregor
Celeste	Gun Barrel City	Melissa
Centerville	Gunter	Melvin
Chico	Hebron	Mertens
Chireno	Hewitt	Milano
Clarksville	Hickory Creek	Mildred
Cockrell Hill	Hideaway	Milford
Collinsville	Holland	Millsap
Comanche	Honey Grove	Mobile City
Como	Hubbard	Moody
Cool	Hudson	Morgan's Point Resort
Corinth	Huntington	Mount Calm
Corsicana	Hutto	Murchison
Crandall	Italy	Mustang

CITIES THAT HAVE CEDED ORIGINAL JURISDICTION

Nacogdoches	Springtown
Navarro	St. Paul
Nevada	Streetman
New Chapel Hill	Taylor
New Fairview	Terrell
Newark	Thorndale
Neylandville	Thorntonville
Northlake	Thrall
Oak Grove	Tira
Oak Leaf	Tool
Oak Valley	Trinidad
Oakwood	Valley View
Oglesby	Van Alstyne
Ovilla	Venus
Payne Springs	Weir
Pecan Gap	Wells
Pecan Hill	West
Penelope	Westbrook
Pflugerville	Wickett
Pleasant Valley	Wills Point
Ponder	Windom
Post Oak Bend	Wolfe City
Powell	Yantis
Poynor	Zavalla
Princeton	
Pyote	
Quinlan	
Ranger	
Reno - Lamar County	
Reno - Parker County	
Retreat	
Rhome	
Rice	
Richland	
Rockdale	
Rogers	
Rosser	
Roxton	
Royse City	
Runaway Bay	
Sadler	
Savoy	
Shady Shores	
Southmayd	

RESOLUTION NO. 2022-06-01

**RESOLUTION OF THE CITY OF EVERMAN
SUSPENDING THE JUNE 17, 2022 EFFECTIVE DATE OF
ONCOR ELECTRIC DELIVERY COMPANY'S
REQUESTED RATE CHANGE TO PERMIT THE CITY
TIME TO STUDY THE REQUEST AND TO ESTABLISH
REASONABLE RATES; APPROVING COOPERATION
WITH THE STEERING COMMITTEE OF CITIES SERVED
BY ONCOR TO HIRE LEGAL AND CONSULTING
SERVICES AND TO NEGOTIATE WITH THE COMPANY
AND DIRECT ANY NECESSARY LITIGATION AND
APPEALS; FINDING THAT THE MEETING AT WHICH
THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC
AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS
RESOLUTION TO THE COMPANY AND LEGAL
COUNSEL FOR THE STEERING COMMITTEE**

WHEREAS, on or about May 13, 2022, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Everman a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective June 17, 2022; and

WHEREAS, the City of Everman is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 169 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.

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

1. That the June 17, 2022 effective date of the rate request submitted by Oncor on or about May 13, 2022, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

2. As indicated in the City’s resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

3. That the City’s reasonable rate case expenses shall be reimbursed by Oncor.

4. 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 the public notice of the time, place, and purpose of said meeting was given as required.

5. A copy of this Resolution shall be sent to Oncor, Care of Howard V. Fisher, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the _____ day of June, 2022.

Ray Richardson
Mayor, City of Everman, Texas

ATTEST:

Mindi Parks, TRMC
City Secretary



CITY OF EVERMAN
212 North Race Street Everman, TX 76140
STAFF REPORT

AGENDA TITLE: Approve Interlocal Agreement between the City of Everman and the City of Forest Hill Fire Departments for use of equipment and vehicles.

MEETING DATE: 06/07/2022

PREPARED BY: Landon Whatley

RECOMMENDED ACTION:

It is recommended that the Everman City Council approve this Interlocal Agreement

BACKGROUND INFORMATION:

Forest Hill Fire Department has suffered a major mechanical failure of their only brush truck which has led to less available resources in the event of a large scale wildland fire.

Everman Fire Department has offered to loan our reserve brush truck to the City of Forest Hill Fire Department while theirs is out for repairs.

An Interlocal Agreement has been drafted by City Attorneys to formalize the loaning of this vehicle for Forest Hill FD temporary use and to outline the responsibilities and obligations of the City of Forest Hill in the event that there is damage to our brush truck.

FISCAL IMPACT:

None

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF EVERMAN, TEXAS AND THE CITY OF FOREST HILL, TEXAS**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing or the loan of necessary equipment and supplies, specifically as related to emergency fire services;

WHEREAS, the City of Everman, Texas (“Everman”) and the City of Forest Hill, Texas (“Forest Hill”) desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, and services;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase and/or loan of supplies and materials;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing or loan of equipment, supplies, and services will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. Lease.

Everman hereby leases to Forest Hill, and Forest Hill hereby leases from Everman, the vehicle or equipment (also referred to in general as “Vehicles” or “Equipment”) described in Exhibit A, attached to and incorporated into this Lease by reference.

2. Term.

The term of this Lease will begin on _____, 2022, and is renewable every one hundred and twenty (120) days.

3. Use.

Forest Hill shall use the Vehicles in a careful and proper manner and shall comply with and conform to all national, state, municipal, police and other laws, ordinances, regulations, and contractual agreements between the Everman and Forest Hill in any way relating to the possession and safe use of the Vehicles. All considerations under this Lease have been previously agreed upon.

4. Right to Lease/Sublease.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, EVERMAN WARRANTS THAT EVERMAN HAS THE RIGHT TO LEASE THE VEHICLES AND EQUIPMENT AS PROVIDED IN THIS LEASE. FOREST HILL MAY NOT SUBLEASE THE VEHICLES AND EQUIPMENT TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF THE EVERMAN.

5. General Maintenance, Repairs, and Replacement.

Forest Hill shall, at its own cost and expense, store, repair and maintain the Vehicles.

EVERMAN SHALL HAVE NO DUTY TO REPAIR OR MAINTAIN THE EQUIPMENT AS DEFINED IN EXHIBIT A, ATTACHED HERETO, WHILE THE EQUIPMENT IS WITHIN THE POSSESSION OF FOREST HILL. EVERMAN SHALL HAVE NO DUTY TO MAKE ANY REPLACEMENT OF ANY EQUIPMENT.

6. Loss and Damage.

To the extent any loss to the Vehicles, or personal or real property damage or loss, personal injury or death to any person, is not covered by the insurance required under this Lease, Forest Hill agrees to indemnify, defend and hold harmless Everman for any and all loss or damage to the Vehicles provided under this Lease and for any personal or real property damage or loss, personal injury or death caused to any employee of Forest Hill or any third party in connection with Forest Hill's use of the Vehicles.

7. Surrender.

Upon the expiration or earlier termination of this Lease, Forest Hill shall return the Vehicles to Everman in good repair, condition and in equal working order as was received, with exception of ordinary wear and tear resulting from proper use thereof, by delivering the Vehicles, at Forest Hill's cost and expense, to the place Everman specifies within the city or county in which the Vehicle was delivered to Forest Hill.

8. Insurance.

Liability Insurance. At all times during the Lease Term, Forest Hill, at its sole cost and expense, shall carry commercial general liability insurance coverage in a minimum amount of \$1,000,000 each occurrence; \$2,000,000 general aggregate, which policy shall insure against bodily injury, death and property damage and shall include (i) coverage for premises and operations; (ii) coverage for Everman's concurring negligence; and (iii) contractual liability coverage insuring the obligations of Forest Hill under the terms of this Lease, including but not limited to the indemnity obligations herein.

Insurance Certificates and Endorsements. All liability insurance policies required herein shall be with companies licensed by the Texas Department of Insurance and shall (i) be endorsed to include Everman as an additional insured; (ii) contain cross-liability and severability of interest endorsements; (iii) state that this insurance is primary insurance as regards other insurance carried by any Indemnified Party and shall be endorsed to state that such insurance will not be canceled, materially changed or subject to non-renewal without thirty (30) days prior written notice to Everman; and (iv) shall include waiver of subrogation endorsements in a form acceptable to Everman. Forest Hill shall also include waiver of subrogation endorsements in favor of Everman on any insurance coverages Forest Hill may carry in addition to that required herein for the Premises or activities conducted thereon, including but not limited to workers compensation insurance. Forest Hill shall furnish Everman with certificates of all coverage required herein and with copies of the required endorsements prior to the commencement of this Lease. Certificates of insurance shall specify the additional insured status mentioned above as well as the waiver of subrogation and shall contain any other endorsements required herein. Forest Hill shall provide to

Everman a certified copy of any and all applicable insurance policies upon request of Everman. Forest Hill's obligation to carry and pay for the insurance described in this Lease will continue beyond the term of this Lease in the event Forest Hill remains in possession of the Equipment for any reason until Everman deems such removal to be complete. If Forest Hill fails to have a certificate of any required policy of insurance on deposit with Everman at any time during the Lease Term or subsequent thereto in the event of any continued possession of the Equipment, or in the event the certificate fails to comply with the insurance company quality or coverage requirements hereof, such failure may be treated by Everman as a default by Forest Hill.

9. Taxes.

Forest Hill shall keep the Vehicles free and clear of all levies, liens and encumbrances. Forest Hill, or Everman at Forest Hill's expense, will report, pay and discharge when due all license and registration fees. However, Forest Hill will not be required to pay or discharge any other tax or assessments.

10. Everman's Payment.

In case of failure by Forest Hill to procure or maintain the insurance required by this Lease or to pay fees specified in this Lease, Everman will have the right, but not the duty, to procure the insurance or pay the required fees. In that event, Forest Hill shall repay Everman said costs within 10 days of demand. Any failure of Forest Hill to pay required amounts will constitute an event of default and will result in an additional charge to Forest Hill of interest at ten percent (10%) per annum, or the maximum amount allowed by law, whichever is lower. In addition, Everman reserves the right to any remedy provided in Section 12 of this Lease or under law or in equity.

11. Default.

If Forest Hill fails to pay any lease or other amount herein provided within ten (10) days after due and payable, or if Forest Hill fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Forest Hill, Everman will have the right to exercise any one or more of the following remedies:

- A. To declare the entire amount of lease hereunder immediately due and payable without notice or demand to Forest Hill.
- B. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
- C. To take possession of the Vehicles, without demand or notice, wherever same may be located, without any court order or other process of law. Forest Hill hereby waives any and all damages occasioned by such taking of possession.
- D. To terminate this Lease.
- E. To deduct any unpaid lease payments or other amounts herein provided from any monies payable to the Forest Hill.

Notwithstanding any repossession or any other action that Everman may take, Forest Hill will be and remain liable for the full performance of all obligations on the part of the Forest Hill to be performed under this Lease. All of Everman's remedies are cumulative and may be exercised concurrently or separately.

12. Ownership.

The Vehicles are, and will at all times remain, the sole and exclusive property of Everman; and the Forest Hill has no right, title or interest in the Vehicles, except as expressly set forth in this Lease.

13. Additional Documents.

If Everman requests, Forest Hill shall execute and deliver to Everman any documents Everman deems necessary or desirable for purposes of recording or filing to protect the interest of Everman in the Equipment or Vehicles, including, but not limited to, maintenance records of Vehicles.

14. Entire Agreement.

It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

15. Amendment.

No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

16. Texas Law.

This Agreement has been made under and shall be governed by the laws of the State of Texas.

17. Authority to Enter Contract.

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have the authorization to sign on behalf of their respective corporations.

18. Waiver.

Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

19. Written Notice.

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

Forest Hill:

Sheyi Ipaye
City Manager
3219 E. California Pkwy
Forest Hill, Texas 76119

Everman:

Craig Spencer
City Manager
404 W. Enon Avenue
Everman, Texas 76140

20. Agreement Read.

The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

21. Assignment.

This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

22. Multiple Originals.

It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

FOREST HILL

EVERMAN

BY: _____
Clara Faulkner, Mayor

BY: _____
Ray Richardson, Mayor

ATTEST:

ATTEST:

Amy Anderson, City Secretary

Mindi Parks, City Secretary

Exhibit A



CITY OF EVERMAN

212 North Race Street Everman, TX 76140

STAFF REPORT

AGENDA TITLE: Approve Civic Center Policies as

MEETING DATE: 06/07/2022

PREPARED BY: Craig Spencer

RECOMMENDED ACTION:

It is recommended that the Everman City Council approve the presented policies and fee schedule

BACKGROUND INFORMATION:

Following previous discussions with the City Council, these policies have been amended to allow for the utilization of countertop warming devices. Additionally, resident usage fees have been applied at a discounted rate.

FISCAL IMPACT:

Revenue Source



213 N. Race Street
Everman, TX 76140

CIVIC CENTER USAGE APPLICATION

ORGANIZATION (if applicable): _____

TYPE OF EVENT: (convention/conference/meeting/wedding/birthday/etc.)

DATE(S) & TIMES OF EVENT/INCLUDING SET-UP & TEAR-DOWN:

Choose from: Monday-Friday, 7:00am – 10:00pm/Saturday, 7:00am-12:00am/Sunday, 7:00am-10:00pm

DAY: _____ DATE: _____ TIME: _____

DAY: _____ DATE: _____ TIME: _____

DAY: _____ DATE: _____ TIME: _____

DAY: _____ DATE: _____ TIME: _____

NOTE: If an event continues after scheduled end time, the Client shall be subject to appropriate overtime charges of the per hour negotiated rate.

THE EVENT WILL BE: (check one) ☐ Private ☐ Open to the public ☐ Admission will be charged

THE MAXIMUM NUMBER OF PEOPLE THAT WILL BE PRESENT AT ANY ONE TIME IN THE FACILITY:
(check one) ☐ Less than 50 ☐ Between 50-100 ☐ Over 100 ☐ If over 100, # of people _____

NAME OF PERSON FILING APPLICATION: _____

ADDRESS: _____

PHONE: _____ **EMAIL:** _____

ALTERNATE CONTACT: _____ **PHONE:** _____



FACILITY RENTAL SPACE DATES & FEES:

FACILITY SPACE	DATES (Start/End dates)		TIME (Start/End times; includes set-up & tear-down)		DAYS (list day of the week here: Monday, Tuesday, etc.)	# of Days	DAILY ROOM RENTAL FEE	Total Fee
Ballroom								
Conference Room #1								
Conference Room #2								
Conference Room #3								
Kitchen								
Tablecloths								
TOTAL:								

Total number of round tables required: _____ *****each must be covered when rented**

Total number of 8’ rectangular tables required: _____ *****each must be covered when rented**

Total number of Chairs required: _____

Is Audio/Visual equipment required? Yes _____ No _____



CATERING / FOOD AND BEVERAGE

No bottles or glass containers of any kind. Punch bowls are allowed. Glass bowls and containers for food are allowed in the kitchen area only. No cooking pots, pans, griddles, toasters, or other items used for cooking foods are allowed. The kitchen has a microwave oven and a food warming unit available for use if the kitchen is acquired. Outside electrical warmers (i.e. crockpot) are permitted for warming purposes only. Please review the contract for full details.

Name of Catering Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

All deliveries (Catering, Flowers, Bakery products, etc.) will be made through the door located on the South side of the facility, near the Kitchen area. This includes food, cakes, flowers, decorations, and giveaways. Audio, video, DJ equipment, or any items from an outside rental company shall be delivered through the South side door near the kitchen.

*****ALL ITEMS BROUGHT BY CATERERS, DJ’S, BANDS OR CLIENTS MUST BE REMOVED AT THE END OF THE EVENT. DUE TO NEXT DAY RENTALS, NOTHING CAN BE LEFT IN THE BUILDING OVERNIGHT. ANY ITEM LEFT IN THE BUILDING WILL BECOME THE PROPERTY OF THE CITY OF EVERMAN.**

**LABEL ALL FOOD & DRINK CONTAINERS WITH CLIENT NAME TO AVOID
CONFUSION WITH OTHERS USING THE KITCHEN.**



FACILITY USE TERMS AND CONDITIONS

THE SERVING OF ANY ALCOHOLIC BEVERAGE IS ALLOWED WITH THE COMPLETION OF THE "ALCOHOLIC BEVERAGE POLICY & AGREEMENT," THE PURCHASE OF APPROPRIATE LIABILITY INSURANCE AND THE HIRING OF SECURITY AT THE DISCRETION OF THE CITY OF EVERMAN POLICE DEPARTMENT.

THE SALE OF ALCOHOL IS NOT ALLOWED AT ANY EVENT.

ILLEGAL GAMBLING IS STRICTLY PROHIBITED. THIS IS A NON-SMOKING FACILITY.

ASSIGNMENT: This agreement may not be assigned without prior written consent of the City, which consent may be withheld by City in its sole and absolute discretion.

AUDIO/VISUAL EQUIPMENT: Video and audio equipment is available for use in the Ballroom and Conference Room #3. If additional audio/visual equipment, DJ, band, or other personally owned or rented equipment is to be used for the event, the City must receive a detailed list of all equipment prior to event and details as to where it will be placed. It must be delivered within your rental time.

AUTHORITY: The client certifies that to the best of his/her knowledge, the City property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law. This agreement must be signed by persons authorized to sign on behalf of the client and bind the client to the terms of this agreement.

CANCELLATIONS: All cancellations must be submitted in writing. All cancellations will forfeit their reservation deposit if not cancelled 120 days prior to a scheduled event.

LOCAL BUSINESS, SENIOR CITIZEN GROUPS, AND RETIRED TEACHERS USE: Everman local businesses, Everman Senior Citizen organizations, and the Everman Retired Teachers organization may utilize Civic Center rooms for meetings/events if the center is available for usage. Rental and/or Deposit fees are waived for these groups. Rentals will have precedence over these groups unless determined otherwise by City personnel. The clean-up and all other requirements must still be agreed to and followed.

CHOICE OF LAW AND VENUE: This agreement is to be governed by and interpreted in accordance with the laws of the City of Everman and the State of Texas. If any action is brought arising out of this agreement, said action will be brought to the appropriate court in Tarrant County, Texas.

DECORATIONS: All decorations must be free-standing or tabletop. Decorations ***cannot*** be stapled, taped, nailed, or glued to any walls, windows, doors, ceiling fans or blades, pillars and/or staging. Decorations ***cannot*** be suspended or hung from any ceiling, staircase or doorway. Painting of any kind is prohibited. All decorating must occur within your rental time. Balloons must be securely anchored and removed at the end of the event by the client. They are not to be given out at any event. The client is responsible for removing decorations, food or other materials brought into the facilities. Glitter and Confetti products are not allowed.

DEFAULT: Failure to comply with any term of this agreement or comply with any rules or regulations of the City of Everman, Texas, shall constitute grounds to cancel event and deny permission for use or future use of City facilities by the client, be it individual, organization, or any member thereof, in addition to any remedies available by law. Client agrees that should the event be changed or canceled by client, or due to client's failure to meet the requirements of this agreement, a full or partial refund of fees, if any, will be made only at the sole discretion of the City. The City may cancel event or terminate this agreement, without cause, for its convenience or if facilities are needed for city purposes.

Section 8, Item E.

DEPOSITS:

Payments may be made by credit/debit card, money order, cashier's check or cash. When using a credit/debit card, certain fees apply.

Deposits required:

1. Reservation Deposit: Rental reservation deposits are due when contract signed. All reservation balances are due 30 days prior to event. The Ballroom deposit is \$500; all other rooms are \$250 each. Reservations made less than 30 days of an event must be paid in full at the time of booking with a credit/debit card, money order, cashier's check or cash.
2. Damage/Cleaning Deposit: \$500 for the Ballroom and/or \$250 each for other rooms are due at the time the application is accepted by the city and the reservation is made.

City staff will perform a walkthrough after the event to ensure that no damage has occurred and the facility is clean. Deposit will be returned to client within 30 days after event if no damages were incurred or cleaning is required. Should there be any findings the client will be notified promptly. In the event that City property has been damaged or cleaning is necessary, the client will accept the City's estimate of the amount incurred. The cost of any repairs and/or cleaning deemed necessary will be charged to the client's damage deposit. Should the cost of repairs or cleaning exceed the amount of the damage deposit, the client will receive an invoice for said charges, which will be due within 15 days of the date of the invoice. Effective 30 days after invoice date, any unpaid balance will bear a FINANCE CHARGE of 18% per month and future applications will be accepted on a pre-payment basis only. ***Client's initials*** _____

EMERGENCY PROCEDURE: Call 9-1-1 in the event of an emergency. For non-emergency police matters, call Police Dispatch at 817-293-2945 and provide the operator with your location in the facility.

COOKING DEVICES: The City of Everman provides a catering tray warmer within the service kitchen. The preparation or cooking of food within this facility is strictly prohibited. Food must be prepared off-site and may only be served within the center. In accordance with the International Fire Code Section 904.2.2, the following devices are permitted under these specific conditions:

- A. Residential counter top-type preparation equipment.
- B. The equipment is used only for warming of foods.
- C. The equipment is located in a small kitchen or employee lunch rooms.
- D. No grease-laden vapors or smoke are produced by the warming of foods.
- E. A signed letter is filed by the renter, with the Everman Fire Marshal's Office or their designee (i.e., city staff processing rental application, stating that the cooking appliance shall be used for warming purposes only, and that no frying or cooking that produces grease laden vapors or smoke will be permitted or conducted)
- F. A legible and conspicuously placed sign or plaque that is 8x10 inches or larger is affixed above the appliances stating, "WARMING EQUIPMENT ONLY – NO DEEP FRYING OR GREASE LADEN VAPORS PERMITTED – BY ORDER OF THE EVERMAN FIRE MARSHAL."
- G. The waiver may be cancelled by the Fire Code Official. The waiver is not transferable between locations or owners

PROFESSIONAL FOOD SERVICE: If the Client elects to utilize a professional food service or caterer, the City reserves the right to assign exclusive catering services at its facility (if desired). Client should make arrangements with the City at least two weeks in advance of the event. All professional caterers must provide a Tarrant County Health Department Permit to City two weeks in advance of the event.

INDEMNIFICATION: The Client and its members shall be held responsible for any and all loss, accident, neglect, injury, or damage to person, life, or property, and claims which may be the result of, or may be

caused by, the Client's occupancy or use of the facilities or facility. Client has been given an opportunity to
inspect Facility prior to the event and accepts, discharges, and releases, and shall protect, indemnify, defend,
and hold harmless, the City and each of its employees, agents, employees, volunteers and representatives,
from any and all liability, claims, judgments, or demands including reasonable attorney's fees and costs,
which may arise from any injuries, deaths, and damage to property arising directly or indirectly out of this
agreement, including, but not limited to client's occupancy or use of the facility and the adjoining areas,
including the parking lots, except if due to City's active negligence or willful misconduct. *Client's initials* _____

Section 8, Item E.

INSURANCE: If the City of Everman staff determines a possible need for insurance due to the number of participant or the activity or event, the client shall secure and maintain comprehensive general liability insurance in the amount of one million dollars per occurrence with coverage for incidental contracts. Client agrees to endorse such policy to name the City of Everman as additional insured. Further, the Certificate of Insurance shall provide 30 days prior written notice of cancellation. Client shall also secure and maintain worker's compensation covering all certificates(s) of insurance, along with the additional insured endorsement, at least 2 weeks in advance of the event; otherwise, this agreement may be canceled by City. *Client's initials* _____

NOTICE: Notices shall be delivered to the person and address specified as the signatory hereto.

PAYMENT TERMS: Fees are due and payable as per listed above in the "Deposit" section. Checks shall be payable to the City of Everman. No personal checks will be accepted. Payment shall be made by: cash, cashier's check, money order or credit card.

PROHIBITED USES: The City strictly prohibits the use of flammable liquids, compressed gases, fog or smoke machines, candles or any type of open flame; the throwing of rice, paper or metallic confetti, birdseed or other materials in the facility or on the grounds; "parking lot parties"; pools, fountains, ponds or landscapes inside or outside the facility, outside tents and stages, inflatable jumping rooms, inflatable water slides, animals of any kind in a City facility, with the exception of service animals; smoking in a City building within 25 feet of a door, window or ventilation; nudity; or drugs. Explosives are not allowed near or inside the facility. Vehicles of any kind are not allowed in the facility.

PARKING OF VEHICLES: Vehicles are NOT allowed to be parked inside, along or near any Fire Lane, in the front or along the sides of the Facility or under the covered entry to the building. Any/all vehicles must be parked in designated parking places only. Parking on grassy areas of the adjoining Park is prohibited. Any vehicle parked in these areas or illegally parked in the Handicap parking areas are subject to removal by the Everman Police Department or towing company assigned by the City. All towing and storage costs are at the expense of the individual vehicle owner(s). The client is prohibited from charging Parking Fees.

ALCOHOL EVENTS: Alcohol is allowed via BYOB or Open Bar. The sale(s) of alcohol is prohibited. BYOB shall be monitored by the host of the event. Open Bar will require TABC licensed bartenders. The alcohol may be purchased prior to the event by the host, however, licensed bartenders must distribute the alcohol when engaged in Open Bar engagements. Open Bar events are preferred as there is alcohol consumption oversight. Open Bars usually coincide with wedding receptions, Quinceanera's, Banquets, etc. **ALL** alcohol-related events require Security personnel.

SECURITY: An Everman Police officer may be required for security for all events; however, security shall be provided for any commercial event and/or any event where alcohol is present/consumed. Licensed alcohol handlers must be hired for "open bar" events. Events for 100 or more people will also require Security personnel. The fee charged will be at the current off-duty rate with a 4-hour minimum; payment is to be made in cash to the Officer upon arrival. All costs associated with the hiring of security services will be assumed by the client. The City reserves the right to require monitoring during any event held on city property.

Security required: ____ Yes ____ No *Client's initials* _____ *City Staff initials* _____

STORAGE: Storage space is **not** available at any time. All personal or catering company items must be removed at the end of each event. Shall any item be left in the building it will become the property of the City of Everman.

Client's initials _____

TABLE COVERINGS: Table coverings are required at all times. Round and rectangular tablecloths are a from the City. If Client chooses not to rent table coverings from the Center, client is required to provide and and remove them after the event.

Section 8, Item E.

TERM: This agreement becomes effective on the date first written above and shall remain in effect for as long as client remains on or utilizes City facilities, regardless of event(s) duration.

TRASH: All used trash bags are to be tied up and placed inside the dumpster near the facility before the client leaves the building.

WEAPONS: It is the client's responsibility to determine if handguns are to be allowed at client's event. The client must determine if the carrying of handguns would be legal at the event. The client may request the use of signage from the City to alert attendees that handguns, either openly carried and/or concealed, are prohibited at the event. The client assumes all liability regarding this issue. The City may not, pursuant to law, unilaterally prohibit the carrying of handguns at a City facility. The client is responsible for any damage or loss to the signage.

Client's initials _____

USE: Client must be at least twenty-one (21) years of age and provide proof thereof. Children must be supervised by an adult throughout the time that they are in the facility. Ages through 12 require 1 adult per 4 children; ages 13 through 17 require 1 adult per 10 young adults. Use of the facilities described herein is granted subject to the terms and conditions herein rules and regulations established from time to time by the administration of the City of Everman. The City assumes no liability or responsibility for any personal property of Client or of its employees, agents, representatives, guests or invitees brought onto the property before, during or after the event described herein. Submission of this application/agreement or acceptance by the City of Everman of any fee does not guarantee availability of any city facilities. Facility and adjoining areas are provided on an "as is" basis.

All fire exits must be kept clean, clear and unobstructed at all times. The path of travel in hallways and to exits may not be blocked by furniture or any other movable object. Client must abide by room capacity limits. It is unlawful to exceed the capacity of any room. Failure to abide by room capacity limits may result in the cancellation of the event without refund or pro-rating of fees if the rental participants do not adhere to these facility rules.

This agreement contains the entire understanding of the parties. There are no representations, covenants, or warranties other than those expressly stated herein. No change or waiver of modification of any of the terms hereof shall be valid unless in writing. Signed agreement must be shown to City authorities on demand.

Nothing in this agreement is intended to create any rights in or for a third party. Nothing in this agreement is intended to waive any defense available to the city at law or common law.

The facility is under video surveillance 24 hours a day.

By signing this application, I agree personally or on behalf of the organization I represent that I will/have/understand:

- Provide a copy of my Driver's License or state issued identification card;
- I have read, understand and agree to the terms and conditions on this form or attached hereto, incorporate herein by reference;
- I agree to provide any required Certificate of Insurance to the City at least 3 business days before the event;
- I understand I have agreed to hold the City harmless and indemnify it from any claim or expense incurred as a consequence of my use of the facility, per the **INDEMNIFICATION** paragraph above;
- I assume all liability for loss or damage to any personal property, owned, used, or stored at the event facility;
- I agree to pay the fees as specified in advance of the event;
- Instruct all participants and spectators not to park on any grassy areas and to park in designated parking areas only; client is restricted from charging for parking of vehicles on city property at any time;

- That there is a 10% charge based on the full amount of this application to change and reprocess the method of payment submitted for an event;
- Not hold the City responsible for any personal items or items of value that are left at the facility;
- I am entitled to use only the area(s) that I have rented;
- Leave the event facility in the same condition in which I found it;
- Abide by any and all rules for the use of this facility;
- No verbal agreements have been made with city representatives;
- At the discretion of the City or any Police Officers present at a rental, understand that a rental may be cancelled without refund or pro-rating of fees if the rental participants do not adhere to the facility rules.

Not valid until signed by authorized representative of both parties. Valid for date(s) listed on page 1 only.

Applicant Signature

City Representative Signature

Applicant Printed Name

City Representative Printed Name

Date

Name of entity /organization (if applicable)

If the Agreement is executed on behalf of an entity / organization, the Applicant must present proof of authority to sign on behalf of the organization / entity, e.g. a copy of corporate minutes and the proof shall be attached to this application.

DISCLAIMER: Granting permission to use the City facilities does not constitute an endorsement by the City of the group or its beliefs and/or practices.

CITY PERSONNEL CIVIC CENTER USE

City Personnel (Staff and/or City Council members) may rent the Civic Center when available for use. The Civic Center may be rented at a discount of the standard price, a maximum of two (2) times a year. There is a 75% discount for the first usage and a 50% discount for the second. If there is a third use, the normal fees will apply.

If the Civic Center is rented by City Personnel, it must be used/hosted by the person renting the facility. City Personnel may not rent the facility at discounted rates for someone else. City Personnel renting the facility will be required to be at the event at all times during the rental.

All rules and regulations pertaining to the Civic Center still apply.



Facility Space and Fee Schedule	Hourly Monday thru Sunday	8 Hour Monday thru Thursday	12 Hour Saturday	12 Hour Friday or Sunday
Ballroom (Resident) (tables, chairs, dance floor, stage, risers & electric)	\$250	\$1,800	\$2,000	\$1,500
Ballroom (Non-Resident) (tables, chairs, dance floor, stage, risers & electric)	\$250	\$1,200	\$2,500	\$2,000
Conference Room #1	\$125	NA	NA	NA
Conference Room #2	\$125	NA	NA	NA
Conference Room #3	\$125	NA	NA	NA
Tablecloths – each	\$4	\$4	\$4	\$4
Kitchen – Refrigerator, freezer, heating cabinet, ice maker; no dishwashing allowed.	\$125 – Flat rate per day Ballroom \$30 – Flat rate per day for all other rooms	\$125 – Flat rate per day Ballroom \$30 – Flat rate per day for all other rooms	\$125 – Flat rate per day Ballroom \$30 – Flat rate per day for all other rooms	\$125 – Flat rate per day Ballroom \$30 – Flat rate per day for all other rooms