

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 2, 2019
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SHAWN TEAMANN**
- A. 3. INVOCATION BY COUNCIL MEMBER SHAWN TEAMANN**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 18, 2019**

Citizen Requests

- B. 1. CITIZEN REQUESTS**

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6271**
Readopting Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, entitled "Curfew Hours for Minors", with No Modifications

Close Public Hearing and Consider Adoption of Ordinances

- C. 2. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Number: 6271
- C. 3. CONSENT AGENDA**
Asterisked (*) items are considered to be routine and will be enacted in one motion without discussion unless a Council Member or a citizen requests a specific item be discussed and voted on separately

Resolutions

- D. 1. * RESOLUTION NO. 6570**
Authorizing Execution of an Encroachment Easement to Dave Reed for the Encroachment of a Detached Garage within the Platted Public Utility Easement running along the east side of Lot 1, Block C of Replat of Blocks B and C, Highland Park Addition, locally known as 1515 East Nall Street in the City of Sherman, Grayson County, Texas
- D. 2. * RESOLUTION NO. 6571**
Awarding a Bid to and Authorizing Execution of a Contract with Solid Waterslide, LLC for Resurfacing, Painting, and Leak Repairs at The Splash in Fairview Park

Other Business

E. 1. OTHER BUSINESS

Recognition of City of Sherman Award: "Certificate of Achievement for Excellence in Financial Reporting"

E. 2. * OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for Tuesday, January 21, 2020, due to Conflict with a Federal Holiday

F. MEDIA QUESTIONS

G. COUNCIL COMMENTS

Executive Session

H. 1. EXECUTIVE SESSION

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

Section 551.071	Consultation with City Attorney concerning Pending or Contemplated Litigation
-----------------	---

Section 551.071	Consult with the City Attorney on a Matter in which the Duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter
-----------------	--

Section 551.074	Personnel Matters: (a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions: (1) Greater Texoma Utility Authority Board of Directors (2)
-----------------	---

Section 551.087	Deliberation Regarding Economic Development Negotiations: (a) Deliberate Regarding Commercial or Financial Information that the City has Received from a Business Prospect and Deliberate any Offers or Incentives to the Business Prospect
-----------------	--

The Council reconvenes into General Session

I. 1. OPEN MEETING

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

J. ADJOURNMENT

COUNCIL CALENDAR

CERTIFICATION

I, the undersigned authority, do hereby certify that the above Notice of Regular Meeting of the City Council of the City of Sherman is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the bulletin board at City Hall of said City of Sherman, Texas, a place convenient to the public, and said notice was posted on November 26, 2019 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 26th day of November, 2019.
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Willie Steele

Council Members

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

Josh Stevenson, Council – District #2
Pamela L. Howeth, Council – District #3
Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A. 4.

Meeting Date: 12/02/2019

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 18, 2019

Attachments

November 18, 2019

Table for Canvass

Table by Precinct

Grayson County Election Reports

Airport Master Plan

STATE OF TEXAS §
 November 18, 2019
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on November 18, 2019.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of November 4, 2019. Council Member Howeth moved to approve the Minutes, as presented; Second by Council Member Melton; All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

DECLARE RESULTS OF NOVEMBER 5, 2019 REGULAR MUNICIPAL ELECTION

CANVASS OF ELECTION RETURNS

Mayor Plyler canvassed the Election returns of the November 5, 2019 Special Municipal Elections by reading the number of early votes, Election Day votes, and total votes received for the Proposition and Charter Amendments.

CANVASS OF
ELECTION RETURNS

The detail of the Election returns are maintained in the permanent record file entitled "Elections" in the Office of the City Clerk. The canvass statistics are attached and made a part of these Minutes. (Exhibit A)

Mayor Plyler asked for a motion accepting Resolution 6561, declaring the official results of the November 5, 2019 Special Municipal Elections.

RESOLUTION NO. 6561 – DECLARING THE RESULTS OF THE NOVEMBER 5, 2019 SPECIAL MUNICIPAL ELECTIONS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE RESULTS OF THE NOVEMBER 5, 2019 SPECIAL MUNICIPAL ELECTIONS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.

RES 6561
DECLARING
ELECTION RESULTS

COUNCIL MINUTES – NOVEMBER 18, 2019

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6561, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

Linda Ashby, City Clerk, administered the Oath of Office to the following Council-elect positions.

Council Member, District 1
Council Member, District 3

Shawn Teamann
Pamela Howeth

A Certificate of Election was presented to each of the newly sworn-in Council Members. The new members were seated at the Council table.

NEW COUNCIL SEATED

MEMBERS PRESENT: Mayor David Plyler.

Council Members Holland, Howeth,
Melton, Steele, Stevenson, Teamann.

MEMBERS ABSENT: None.

COUNCIL ELECTION OF DEPUTY MAYOR

Mayor Plyler said all Council Members are fully capable of performing the duties of Deputy Mayor, therefore he usually considers term dates. He said Council Member Willie Steele is the next person with seniority.

ACTION TAKEN.

Motion by Council Member Stevenson to nominate Council Member Willie Steele to serve as Deputy Mayor from November 19, 2019 until November 3, 2020. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

CITIZEN'S REQUESTS

STREET REPAIRS

Peter Tracy, 705 S. Valentine, said at the last meeting he discussed street repairs that were needed in the Oak Park Addition. He said the repairs were done within the following week, and he thanked the Street Department.

INSPECTION OF HOUSE FOUNDATIONS

Mr. Tracy said there are several homes under construction in the Oak Park Addition and they are hauling in loose dirt. He expressed concern about future foundation problems for

OATH OF OFFICE

**DEPUTY MAYOR
ELECTION**

STREET REPAIRS

**INSPECTION OF
HOUSE FOUNDATIONS**

these homes. He asked who inspected the foundations. Mayor Plyler said the Building Department inspects the rebar.

MUNICIPAL AIRPORT

Mr. Tracy said at a previous meeting someone asked if jet aircraft would be landing at the Municipal Airport. He said the Airport's runway is 4,000 feet long and small jet aircraft only need a 3,000 foot long runway. So there is the potential for small jet aircraft to land at that Airport.

MUNICIPAL AIRPORT

MUNICIPAL AIRPORT ACCESS BY FIRE DEPARTMENT

Mr. Tracy expressed concern as to whether or not the Fire Department adjacent to the Municipal Airport had adequate equipment to deal with a fuel fire at the facility. He also asked if they would have rapid access to the Airport in the event of an emergency.

MUNICIPAL AIRPORT
ACCESS BY
FIRE DEPT.

OTHER BUSINESS

RECEIVE PRESENTATION FROM CORGAN ON RESULTS OF
PHASES I AND II OF THE SHERMAN MUNICIPAL AIRPORT
MASTER PLAN PROJECT

Robby Hefton, City Manager, said Corgan Associates, Inc. has spent the last couple of months working on Phase I and Phase II of the Sherman Municipal Airport Master Plan. Representatives will give an update on the Plan and how it ties in with some of the other agenda items that relate to the Airport.

AIRPORT
MASTER PLAN

Keith O'Connor, Senior Aviation Planner and Vice President, Corgan Associates, Inc., said they began work on the Airport Master Plan in the early Spring of this year. They reviewed the facilities that might be required and the best way to phase these. He said good, solid input was obtained through several public hearings, and through the steering committee.

Their process follows the Federal process and uses a three phase approach. First there was an inventory of the existing conditions and the forecast of the aviation demand and what would be needed to meet that demand. Then the recommended development was studied with an implementation plan.

Phase I was completed in May 2019, and Phase II was started in August 2019. Phase III will conclude on November 21, 2019. The Plan will include a technical report with recommendations and a flexible plan for expansion of the Airport.

A critical part of the Plan is the Airport Layout Plan, which is required to receive funding from the Texas Department of Transportation. The ALP shows the existing facilities at the Airport, and planned future expansion. This Plan allows the projects to be considered for TxDOT funding, which will be a key part of going forward.

Mr. O'Connor presented a schedule of the scope of work for Phase II and Phase III, which included five public meetings and meetings with the steering committee.

Out of those meetings came the goals and objectives. These goals include becoming a general aviation reliever airport for the surrounding area and for recreational flyers. He also discussed the goals for airport operations, including fostering a balance of commercial and aviation related development, and remaining a non-towered airport.

The goals also include a long-term strategic development plan for 20 years, that includes alternate funding sources. Twenty years would be the requirement for the FAA process.

Mr. O'Connor presented the existing layout of the Airport. Currently the runway is 4,000 feet long and 75 feet wide. There are 10 T-hangars at the Airport, with 21 based aircraft, and three aircraft that are not stored in hangars.

He said there is a tremendous opportunity at the Airport and discussed the need for additional fueling to meet the demands of the future development. There is also a higher level of demand for additional hangars. He discussed the forecast for based aircraft, as well as for operations within a 100 mile radius.

The Plan predicted, eventually growing the based aircraft to 40. He added that there is a long waiting list for hangars at the Airport from pilots that have their aircraft at airports in other cities.

Mr. O'Connor said they studied what would be a realistic size of expansion that could be accommodated at the Airport, and wouldn't be onerous from an investment standpoint, making sure that the growth was incremental.

He recommended that two T-hangars be constructed immediately, which would hold 14 additional based aircraft. There are currently more than 14 people on the waiting list for hangar space. Based on the additional T-hangars, the airport operations would grow from approximately 8,000 today up to about 15,500, over the 20 year horizon.

Once they determined that the Airport was designed for Group II aircraft, or medium sized aircraft, they could determine the recommended development that would be needed. The recommended development includes 21 new T-hangars, three new box hangars, three commercial box hangars, 16 additional auto parking spaces, removal of the 13 tie-down positions, a new fueling location south of the box hangars, and new above ground self-service tanks.

In order to plan the development over the 20 year period, they broke the projects into three planning activity levels or PALS. The projects are not tied to a calendar year, but are tied to

demand. They are listed in a range of years for budgeting and priority purposes. The projects fall into two types, expansion projects and pavement maintenance projects, and there must be a balance of these types of projects.

Funding sources for the projects include TxDOT CIP program, TxDOT Ramp program, and Airport or City funds. CIP projects are through a 90/10 split and Ramp projects are a 50/50 split up to a maximum value of \$50,000.

Mr. O'Connor discussed the specific projects included in each of the three PALS with projected cost estimates and possible funding sources. The first recommended project would be the seven T-hangars.

Council Member Stevenson asked if the Master Plan took into account the proposed hangar homes that were being considered. Mr. O'Connor said they were not considered for hangar space or for based aircraft, because they are "off Airport." However, they were considered under the need for fueling, and Council Member Melton confirmed that the hangar homes would use the City's fuel.

Mr. Hefton added that the proposed projects were a "wish list of projects" and each would come back for consideration and approval by the City Council. There is no actual request being made at tonight's meeting.

He said there is one agenda item on tonight's meeting for a request to advertise for hangar construction. That is not a request to actually build the hangar, but only to solicit responses for construction.

Council Member Teamann asked if there was any plan for the return on investment for fuel sales, hangar space, and the construction of the proposed hangar homes. Mr. O'Connor said that was not part of their calculation.

However, TxDOT has published what the economic value of the Airport is to the region. Currently the Airport has \$900,000 to \$1 million worth of impact to the local community. Mr. Hefton said that would be a part of the annual budget process to project the net effect of the profit from selling fuel.

Council Member Teamann asked if the staff had determined a return on investment for the construction of the T-hangar facility that they are requesting to advertise for. Mr. Hefton said an analysis will be done on the timeframe for the return on investment, to determine if it is five years, seven years, or thirty years. That calculation of rental charges would be made prior to construction of the hangars.

Council Member Holland asked about the proposed update of the Airport Master Plan. Mr. Hefton said that would be in the future and would be re-evaluated as growth happens. Mr.

O'Connor said TxDOT recommends updating the Master Plan every seven to ten years.

Deputy Mayor Steele asked how the Municipal Airport's airspace fit into the growth. Mr. O'Connor said they did look at the overall capacity and the Airport's capacity is close to 100,000 operations per year. They originally looked at whether or not the runway needed to be extended, and determined that it did not. This will assure that it remains a "smaller" airport, attracting smaller aircraft.

Deputy Mayor Steele asked if there was the ability to increase the airspace in the future. Mr. O'Connor said they could increase the airspace capacity without adding length to the runway or without adding another runway. He added that the capacity of the Airport today is "well beyond" the 20 year horizon.

Deputy Mayor Steele said with the proposed development to the west of the Airport, there would not be the ability to ever add a separate runway. Mr. O'Connor said not on this site. However, they did not see that level of activity requiring an additional runway, within the 20 year horizon.

Council Member Howeth expressed concern about adding 27 more hangars and said she didn't think there were that many citizens with planes. She felt it was hard to justify the cost for pilots that weren't citizens. She felt the City needed to show they were making enough money off the Airport to justify the expense.

Mr. Hefton said there would be more discussions about the Airport, its operations, the expansion, the financial statements, and the impact of the development. He said the intent is to have the Airport operations supported by themselves, and the Council will be involved in all discussions.

Mr. Tracy expressed concern about the fueling stations and asked if the dissimilar fuels would be far enough apart and well identified so there was no confusion about the type of fuel dispensed and putting it into the wrong aircraft. Mr. O'Connor said the fuel would be in two separate locations.

FIRST PUBLIC HEARING

CONDUCT THE FIRST PUBLIC HEARING CONCERNING THE ANNEXATION OF A 95.277 ACRE TRACT OF LAND LOCATED SOUTH OF U.S. HIGHWAY 82, WEST OF S.H. 289, AND EAST OF PRESTON CLUB DRIVE, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION.

ANNEXATION –
REHMET PROPERTY

Brandon Shelby, City Attorney, said an annexation scheduling plan was approved at the last Council Meeting. The property is owned by one owner, and they are requesting the annexation. This is the first of two public hearings on the annexation.

No citizens appeared before the City Council to discuss the proposed annexation of a 95.277 acre tract of land south of U.S. Highway 82, west of S.H. 289, and east of Preston Club Drive .

Mayor Plyler introduced Ordinance No. 6261 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE REAUTHORIZATION OF THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AS AUTHORIZED BY CHAPTER 327 OF THE TEXAS TAX CODE; PROVIDING FOR A REPEALER.

ORD 6261
REAUTHORIZATION
OF STREET
SALES TAX

Mr. Shelby said the voters “overwhelmingly” approved the reauthorization of the 1/8 of one percent, street sales tax, at the November 5, 2019 Election. The City’s Charter requires that all levies of tax be approved by ordinance. This ordinance confirms the will of the voters in approving that tax.

No citizens appeared before the City Council to discuss Ordinance No. 6261.

Mayor Plyler introduced Ordinance No. 6262 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXPANDING SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER SEVEN (#7) (SOUTHEAST OF INTERSECTION OF U.S. HIGHWAY 75 AND F.M. 1417); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY.

ORD 6262
EXPANSION OF
TIRZ #7

Mary Lawrence, Director of Finance, said the owner of the property adjacent to the Tax Reinvestment Zone #7, where Movie Bowl Grill is located, has requested inclusion in that zone.

The existing zone is about 22 acres, and the additional tracts will add about 279 acres. The City’s contribution will be 50% of the M&O rate on the incremental value. Grayson County is also being asked to contribute 50% of their rate.

The increment will be used for infrastructure improvements and amenities. The next step in the process is to approve the interlocal agreement with the County that is later in the agenda. The Tax Reinvestment Zone Committee will then meet and update the project and financing plan. That plan will then come back for City Council approval.

No citizens appeared before the City Council to discuss Ordinance No. 6262.

Mayor Plyler introduced Ordinance No. 6263 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A GATED AIRPORT COMMUNITY IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1600-1700 BLOCKS OF SOUTH GRIBBLE STREET AND THE 1300-1500 BLOCKS OF EAST LAKE STREET, BEING 32.740 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963 (SKYTRUST, LLC, OWNERS; STRAND SYSTEMS ENGINEERING, INC., SURVEYOR; AND STRAND A&E, ERIC CANTRELL, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6263
SUP FOR
GATED AIRPORT
COMMUNITY

Mayor Plyler introduced Ordinance No. 6264 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW HANGAR HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1600-1700 BLOCKS OF SOUTH GRIBBLE STREET AND THE 1300-1500 BLOCKS OF EAST LAKE STREET, BEING 11.412 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963, ALSO BEING LOTS 1-9, BLOCK A, LOTS 1-13, BLOCK B, AND LOTS 1-21, BLOCK C OF THE PROPOSED SILVER FALCON AVIATION COMMUNITY (SKYTRUST, LLC, OWNERS; STRAND SYSTEMS ENGINEERING, INC., SURVEYOR; AND STRAND A&E, ERIC CANTRELL, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6264
SUP FOR
HANGAR HOMES
(MUNICIPAL AIRPORT)

Mayor Plyler introduced Ordinance No. 6265 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1600-1700 BLOCKS OF SOUTH GRIBBLE STREET AND THE 1300-1500 BLOCKS OF EAST LAKE STREET, BEING 2.343 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963, ALSO BEING LOTS 1-24, BLOCK D OF THE PROPOSED SILVER FALCON AVIATION COMMUNITY (SKYTRUST, LLC, OWNERS; STRAND SYSTEMS ENGINEERING, INC., SURVEYOR; AND STRAND A&E, ERIC CANTRELL, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6265
SUP FOR
PATIO HOMES
(MUNICIPAL AIRPORT)

Mayor Plyler introduced Ordinance No. 6266 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 1600-1700 BLOCKS OF SOUTH GRIBBLE STREET AND THE 1300-1500 BLOCKS OF EAST LAKE STREET, BEING 6.704 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963 (SKYTRUST, LLC, OWNERS; STRAND SYSTEMS ENGINEERING, INC., SURVEYOR; AND STRAND A&E, ERIC CANTRELL, REPRESENTATIVE); PROVIDING FOR A REPEALER.

ORD 6266
ZONE CHANGE
FOR RESIDENTIAL
& COMMERCIAL
(MUNICIPAL AIRPORT)

Mayor Plyler asked that Ordinance Nos. 6263, 6264, 6265, and 6266 all be read together.

Scott Shadden, Director of Development Services, said the four ordinances include 32.740 acres with 81 lots for residential and commercial development and will include hangar homes, homes with hangar access, a restaurant, a plane wash, and rental cars. The applicants have worked with the City departments, TxDOT, and the FAA to coordinate this project.

It includes three Specific Use Permits, one for the gated Airport community, one for hangar homes, and one for patio homes, and a zone change to C-1. The Planning and Zoning Commission recommended approval of the ordinances, subject to the Staff Review Letters.

Eric Cantrell, Representative with Strand A&E, was available to answer any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6266.

Mayor Plyler introduced Ordinance No. 6267 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2413 NORTH HICKORY STREET, BEING LOT 2, BLOCK 1, MENJIVAR'S ADDITION (JOSE MENJIVAR, OWNER; AND JAMES GREEN, GENERAL CONTRACTOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6267
SUP FOR DUPLEX
(2413 N. HICKORY)

Mayor Plyler introduced Ordinance No. 6268 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC

ORD 6268
SUP FOR DUPLEX
(2417 N. HICKORY)

USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2417 NORTH HICKORY STREET, BEING LOT 1, BLOCK 1, MENJIVAR'S ADDITION (JOSE MENJIVAR, OWNER; AND JAMES GREEN, GENERAL CONTRACTOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Mayor Plyler asked that Ordinance Nos. 6267 and 6268 be read together.

Mr. Shadden said each of these requests are for a duplex. There will be four bedrooms on each side and they will provide off-street parking spaces for each one.

The Planning and Zoning Commission recommended approval, subject to the Staff Review Letter.

James Green, General Contractor, was available to answer any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6268.

Mayor Plyler introduced Ordinance No. 6269 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CIGAR LOUNGE IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 222 WEST HOUSTON STREET, BEING PART OF LOT 10, BLOCK 4, OTP SHERMAN (LAUREL ACRES, LTD, OWNERS; AND HAL HINTON, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6269
SUP FOR
CIGAR LOUNGE
(222 W. HOUSTON)

Mr. Shadden said the request is to allow a cigar lounge to operate with Fellas Barber Shop. The Planning and Zoning Commission recommended approval of the Specific Use Permit, subject to the Staff Review Letter.

Hal Hinton, Applicant, was available to answer any questions.

No other citizens appeared before the City Council to discuss Ordinance No. 6269.

Mayor Plyler introduced Ordinance No. 6270 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TIRE SALES AND AUTOMOBILE

ORD 6270
SUP FOR TIRE
SALES & AUTO
REPAIR
(1521 TEXOMA PKWY)

REPAIR WITH OUTDOOR DISPLAYS IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1521 TEXOMA PARKWAY, BEING 0.87 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (ALWAHBAN REAL ESTATE, LLC, OWNERS; AND OMAR ALWAHBAN, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Mr. Shadden said this Specific Use Permit for tire sales and auto repair, received limited approval 5 to 2, from the Planning and Zoning Commission, subject to the Staff Review Letter.

The request was limited to two racks outside, 2'x10'x6' and four passenger vehicle tire stacks, not to exceed four tires in each stack. These should be flat against the wall of the building. They are also required to remove the northern most sign.

No citizens appeared before the City Council to discuss Ordinance No. 6270.

SECOND PUBLIC HEARING

CONDUCT THE SECOND PUBLIC HEARING CONCERNING THE ANNEXATION OF A 95.277 ACRE TRACT OF LAND LOCATED SOUTH OF U.S. HIGHWAY 82, WEST OF S.H. 289, AND EAST OF PRESTON CLUB DRIVE, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION.

ANNEXATION –
REHMET PROPERTY

Mr. Shelby said this is the required second public hearing on the proposed annexation of 95.277 acres of land, south of U.S. Highway 82, west of S.H. 289, and east of Preston Club Drive. State law requires two public hearings on the annexation, but does not require them to be on separate dates.

No citizens appeared before the City Council to discuss the proposed annexation of a 95.277 acre tract of land south of U.S. Highway 82, west of S.H. 289, and east of Preston Club Drive .

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6270

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW TIRE SALES AND AUTOMOBILE REPAIR WITH OUTDOOR DISPLAYS IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 1521 TEXOMA PARKWAY, BEING 0.87 ACRES IN THE J.B. McANAI SURVEY, ABSTRACT NO. 763 (ALWAHBAN REAL ESTATE, LLC, OWNERS; AND OMAR ALWAHBAN, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT

ORD 6270
SUP FOR TIRE
SALES & AUTO
REPAIR
(1521 TEXOMA PKWY)

THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Deputy Mayor Steele asked about outdoor storage at the tire sales and auto repair shop. In the past, the City has not allowed outdoor storage. He asked the reasoning behind allowing “a couple of racks” of outdoor storage and “so many tires.”

Mr. Shadden said the request was for several more racks, but the Planning and Zoning Commission put this limit on their approval. The City Council does have the option to not allow any outdoor storage.

Deputy Mayor Steele asked how they distinguished between allowing some to do it while not allowing others. Mr. Shadden said there was a lengthy discussion. Deputy Mayor Steele asked who would monitor that requirement on an ongoing basis, and verified that they would lose their Specific Use Permit if they violated the requirement.

Deputy Mayor Steele asked if this was an established business. Mr. Shadden said the business appeared without any Occupancy Permit.

Council Member Stevenson verified that the tire racks were not covered. Council Member Teamann asked if it was common for these businesses to store tires outside. Mr. Shadden said the racks were on wheels.

Deputy Mayor Steele said other tire shops nearby were not allowed to display tires outside. He expressed concern about the look of Texoma Parkway, and did not want to deny the use, but did not want to approve outside storage.

ACTION TAKEN.

Motion by Deputy Mayor Steele to adopt Ordinance No. 6270, but to prohibit outdoor storage. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6263

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A GATED AIRPORT COMMUNITY IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1600-1700 BLOCKS OF SOUTH GRIBBLE STREET AND THE 1300-1500 BLOCKS OF EAST LAKE STREET, BEING 32.740 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963 (SKYTRUST, LLC, OWNERS; STRAND SYSTEMS ENGINEERING, INC., SURVEYOR; AND STRAND A&E, ERIC

ORD 6263
SUP FOR
GATED AIRPORT
COMMUNITY

CANTRELL, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

Ordinance 6264

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW HANGAR HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1600-1700 BLOCKS OF SOUTH GRIBBLE STREET AND THE 1300-1500 BLOCKS OF EAST LAKE STREET, BEING 11.412 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963, ALSO BEING LOTS 1-9, BLOCK A, LOTS 1-13, BLOCK B, AND LOTS 1-21, BLOCK C OF THE PROPOSED SILVER FALCON AVIATION COMMUNITY (SKYTRUST, LLC, OWNERS; STRAND SYSTEMS ENGINEERING, INC., SURVEYOR; AND STRAND A&E, ERIC CANTRELL, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6264
SUP FOR
HANGAR HOMES
(MUNICIPAL AIRPORT)

Ordinance 6265

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW PATIO HOMES IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT IN THE 1600-1700 BLOCKS OF SOUTH GRIBBLE STREET AND THE 1300-1500 BLOCKS OF EAST LAKE STREET, BEING 2.343 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963, ALSO BEING LOTS 1-24, BLOCK D OF THE PROPOSED SILVER FALCON AVIATION COMMUNITY (SKYTRUST, LLC, OWNERS; STRAND SYSTEMS ENGINEERING, INC., SURVEYOR; AND STRAND A&E, ERIC CANTRELL, REPRESENTATIVE); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6265
SUP FOR
PATIO HOMES
(MUNICIPAL AIRPORT)

Ordinance 6266

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 12, ORDINANCE NO. 2280, SO AS TO INCLUDE CERTAIN PROPERTIES WITHIN THE C-1 (RETAIL BUSINESS) DISTRICT IN THE 1600-1700 BLOCKS OF SOUTH GRIBBLE STREET AND THE 1300-1500 BLOCKS OF EAST LAKE STREET, BEING 6.704 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963 (SKYTRUST, LLC, OWNERS; STRAND SYSTEMS ENGINEERING, INC., SURVEYOR; AND STRAND A&E, ERIC CANTRELL, REPRESENTATIVE); PROVIDING FOR A REPEALER.

ORD 6266
ZONE CHANGE
FOR RESIDENTIAL
& COMMERCIAL
(MUNICIPAL AIRPORT)

Deputy Mayor Steele verified that “part of the deal” is that they will purchase fuel from the City. Council Member Teamann verified that the City is considering putting a fuel bay on their property.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6263, 6264, 6365, and 6266, as presented. Second by Deputy Mayor Steele.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6261

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CONFIRMING AND VALIDATING THE REAUTHORIZATION OF THE LEVY AND COLLECTION OF A SALES AND USE TAX OF ONE-EIGHTH (1/8) OF ONE PERCENT TO PROVIDE REVENUE FOR THE MAINTENANCE AND REPAIR OF MUNICIPAL STREETS, AS AUTHORIZED BY CHAPTER 327 OF THE TEXAS TAX CODE; PROVIDING FOR A REPEALER.

ORD 6261
REAUTHORIZATION
OF STREET
SALES TAX

Ordinance 6262

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXPANDING SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER SEVEN (#7) (SOUTHEAST OF INTERSECTION OF U.S. HIGHWAY 75 AND F.M. 1417); PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY.

ORD 6262
EXPANSION OF
TIRZ #7

Ordinance 6269

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A CIGAR LOUNGE IN A C-1 (RETAIL BUSINESS) DISTRICT/CENTRAL BUSINESS DISTRICT AT 222 WEST HOUSTON STREET, BEING PART OF LOT 10, BLOCK 4, OTP SHERMAN (LAUREL ACRES, LTD, OWNERS; AND HAL HINTON, APPLICANT); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6269
SUP FOR
CIGAR LOUNGE
(222 W. HOUSTON)

ACTION TAKEN.

Motion by Council Member Teamann to adopt Ordinance Nos. 6261, 6262, and 6269, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

Ordinance 6267

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2413 NORTH HICKORY STREET, BEING LOT 2, BLOCK 1, MENJIVAR'S ADDITION (JOSE MENJIVAR, OWNER; AND JAMES GREEN, GENERAL CONTRACTOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6267
SUP FOR DUPLEX
(2413 N. HICKORY)

Ordinance 6268

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING SECTION 8, SUBSECTION (5)(A), ORDINANCE NO. 2280, SO AS TO GRANT A SPECIFIC USE PERMIT TO ALLOW A DUPLEX IN AN R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 2417 NORTH HICKORY STREET, BEING LOT 1, BLOCK 1, MENJIVAR'S ADDITION (JOSE MENJIVAR, OWNER; AND JAMES GREEN, GENERAL CONTRACTOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6268
SUP FOR DUPLEX
(2417 N. HICKORY)

Council Member Melton expressed concern about the duplexes and said she would vote against those two ordinances. She was concerned about four bedrooms on each side.

Deputy Mayor Steele said he understood it to be two bedrooms on each side instead of four on each side. Mr. Shadden said it was four bedrooms on each side of the duplex.

Council Member Teamann confirmed that the duplexes had their own drive off of Hickory Street.

Mr. Green said each duplex has two bedrooms on each side of the duplex, but there are two duplexes adjacent to each other, on two separate lots. Council Member Stevenson confirmed that it is eight bedrooms altogether, but in two separate duplexes, so four bedrooms per duplex.

Council Member Howeth confirmed that there will be parking in a 25' front driveway.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Ordinance Nos. 6267 and 6268, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6562 – AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED MOORE STREET AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE MUNSON REALTY COMPANY FOR THE CONSTRUCTION OF WEST MOORE STREET FROM WEST TRAVIS STREET TO F.M. 1417 IN THE CITY OF SHERMAN

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED MOORE STREET AGREEMENT BETWEEN THE CITY OF SHERMAN AND THE MUNSON REALTY COMPANY FOR THE CONSTRUCTION OF WEST MOORE STREET FROM WEST TRAVIS STREET TO F.M. 1417 IN THE CITY OF SHERMAN.

RES 6562
MOORE ST.
AGREEMENT
(MUNSON REALTY)
(TABLED)

Mr. Hefton said there are some “clean-up” items that need to be addressed in this agreement. There are also two items that were “more than administrative” but were necessary as part of the project, and those are included in this amended agreement.

The primary change is that the City construct Pond 1, which is part of the drainage structure for this area. It will serve the capacity for the new Sherman High School, for Moore Street, and some of the drainage for the Village Center Planned Development. He said the “spoils” from the digging out of Pond 1 would be used in the construction of Moore Street.

The other item for clarification was to put an anticipated timeframe on the project. It is expected that the City will be done with Phase I of the project by December 31, 2020. If approved, Mr. Hefton said this should be the last time for consideration of this agreement.

Council Member Teamann said he had questions about some of the language in the agreement. In several places, it talks about the City reimbursing the developer. One item says the City will pay the developer a 3% project management fee and another that says the City will reimburse them up to \$15 million for the construction of public facilities. He did not feel that this has been done in the past.

Mr. Hefton said the expense reimbursement is because, in order to move forward with some of the projects, such as the sanitary sewer, there has been some preliminary engineering done. There was some design and engineering work done before the contract was in place. They bore these costs, even though they relate to public infrastructure. The expense reimbursement simply reimburses them for those types of costs that the City would have to spend anyway.

Deputy Mayor Steele asked what the estimated costs were for these items. Mr. Philpott said the fees were related to Phase I environmental studies, a historical study, and a detention analysis.

Mr. Hefton said the \$2.5 million is an estimate for the design, engineering, and construction of Moore Street, for the construction of the western two lanes of Moore, and the construction of Pond I. Moore Street will ultimately be a four lane, median divided street.

Council Member Melton confirmed that this is an amendment of the original agreement that was approved by the City Council a few months ago. This amendment modifies that original agreement with the changes mentioned by Mr. Hefton.

He said the \$15 million was in the original agreement, it was in the master agreement, and has been in all the agreements. It's meant to set the cap for the City's investment for public infrastructure.

Council Member Teamann thought they had discussed not doing a \$15 million agreement. Mr. Hefton said the City actually spending that money would come through future agreements.

The cap is mentioned in the master agreement, the sanitary sewer agreement, the Moore Street agreement, and the greenbelt letter of intent. All the agreements include the City spending in the future, for projects yet to be approved by the Council. Each project would be presented to the Council for approval to spend money for those projects. This is the first project of any projects the City would do, under that cap.

Mr. Hefton said the Moore Street project has several pieces to it, but would be the first of future projects that have yet to be approved.

He said the 3% is a feature that is included in many development agreements, and is common in an agreement where the City and the developer are jointly working to put in public infrastructure, such as roads, storm drainage, water, sewer, and lighting.

Three percent is the cap that the City has set on those fees, and is lower than requested, but is on par with what has been done in the past. The fee is to cover costs they would have in managing things that might otherwise effect their property. It also covers their administrative cost for engineering, design, and review of the development of the public infrastructure.

Council Member Teamann said the cap is different from what is in the agreement. Mr. Hefton said the cap is "up to 3%" and is the management fee, which is "standard and typical" in the City's other development agreements.

COUNCIL MINUTES – NOVEMBER 18, 2019

Mr. Hefton said the \$15 million is a separate item, that is meant to estimate the City's commitment in the future, if these projects are done, subject to other things happening. That's not included in the Moore Street agreement. The matching agreement says they will be reimbursed as value is added to the project.

Council Member Stevenson confirmed that it wouldn't be reimbursed until its built, and it may end up being a City project, that the City builds themselves.

Deputy Mayor Steele said the City is setting a precedent and there are some things that he is not comfortable with.

Mr. Hefton explained that there are two different aspects. Historically there has been a difference between infrastructure development for major thoroughfares and other developer responsibilities. A four lane, median divided street is a major thoroughfare. And up until now, the desire is for the City to be the "driver" for those projects. Moore Street fits that description, even though only two lanes will be constructed now.

There are also streets that may or may not be major thoroughfares, but are meant to be economic incentives for future development. If that development never occurs, the City's "not on the hook" for anything.

This agreement provides a mechanism for the City to put in half of a major thoroughfare, which the City would normally do "up front." He said the \$15 million may never come up. The costs would be capped at \$15 million, which is in agreements that have already been approved by the City Council.

Council Member Teamann said things have changed since the original discussions and he thought that item was "being removed from the table." Mr. Hefton said if that was the intent, he "missed that."

Because of the confusion, Council Member Stevenson recommended tabling Resolution 6562 for further discussion.

ACTION TAKEN.

Motion by Council Member Stevenson to table Resolution No. 6562, for further discussion. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED TO TABLE.

RESOLUTION NO. 6563 – AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY TO PARTICIPATE IN THE SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER SEVEN (#7) EXPANSION

**RES 6563
AGREEMENT WITH
GRAYSON COUNTY
FOR TIRZ #7**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SHERMAN AND GRAYSON COUNTY TO PARTICIPATE IN THE SHERMAN TAX INCREMENT REINVESTMENT ZONE, NUMBER SEVEN (#7) EXPANSION.

Ms. Lawrence said this is the interlocal agreement with Grayson County for their participation in the TIRZ #7 expansion that was discussed earlier in the meeting. The zone is on the east side of the Movie Bowl Grill property.

The Grayson County Commissioner's Court will consider approval of the expansion at their meeting tomorrow.

Jeff Whitmire, Grayson County Commissioner, Precinct 1, said he can't speak for the County, but this TIRZ is in his precinct and he supports it.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Resolution No. 6563, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6564 – RENAMING DEDICATED STREETS IN THE FINAL PLAT OF SUNRISE TRACT AS SHERMAN HILLS, PHASE I

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENAMING DEDICATED STREETS IN THE FINAL PLAT OF SUNRISE TRACT AT SHERMAN HILLS, PHASE 1.

CONSENT AGENDA.

RES 6564
RENAME STREETS
IN SUNRISE TRACT
AT SHERMAN HILLS
PHASE 1

RESOLUTION NO. 6565 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH AMERITEX HOMES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1415 SOUTH AUSTIN STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH AMERITEX HOMES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1415 SOUTH AUSTIN STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).

CONSENT AGENDA.

RES 6565
RESIDENTIAL
TAX ABATEMENT
(1415 S. AUSTIN)

RESOLUTION NO. 6566 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH AMERITEX HOMES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT

RES 6566
RESIDENTIAL
TAX ABATEMENT
(2106 S. BRANCH)

2106 SOUTH BRANCH STREET WITHIN CITY OF SHERMAN
REINVESTMENT ZONE, NUMBER TEN (#10)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH AMERITEX HOMES, LLC FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 2106 SOUTH BRANCH STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).
CONSENT AGENDA.

RESOLUTION NO. 6567 – AWARDING A BID TO AND
AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSH
WILLEFORD FOR AN AGRICULTURAL LEASE AT THE
SHERMAN WASTEWATER TREATMENT PLANT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF AN AGREEMENT WITH JOSH WILLEFORD FOR AN AGRICULTURAL LEASE AT THE SHERMAN WASTEWATER TREATMENT PLANT.
CONSENT AGENDA.

RES 6567
AGRICULTURAL
LEASE AT
WWTP

RESOLUTION NO. 6568 – AUTHORIZING THE EMERGENCY
PURCHASE OF A NEW SPARTAN S-180 PUMPER FROM
METRO FIRE FOR THE SHERMAN FIRE DEPARTMENT AND
THE EMERGENCY PURCHASE OF TWO CHEVROLET PATROL
TAHOES FROM FREEDOM CHEVROLET FOR THE SHERMAN
POLICE DEPARTMENT WITH LEASE-PURCHASING
FINANCING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EMERGENCY PURCHASE OF A NEW SPARTAN S-180 PUMPER FROM METRO FIRE FOR THE SHERMAN FIRE DEPARTMENT AND THE EMERGENCY PURCHASE OF TWO CHEVROLET PATROL TAHOES FROM FREEDOM CHEVROLET FOR THE SHERMAN POLICE DEPARTMENT WITH LEASE-PURCHASE FINANCING.
CONSENT AGENDA.

RES 6568
EMERGENCY
PURCHASE OF
POLICE & FIRE
VEHICLES

RESOLUTION NO. 6569 – CASTING VOTES TO ELECT A
CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON
CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, CASTING VOTES TO ELECT A CANDIDATE TO SERVE AS A MEMBER OF THE GRAYSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.
CONSENT AGENDA.

RES 6569
GRAYSON
APPRAISAL
DISTRICT BOARD
ELECTION

REQUEST TO ADVERTISE
CONSTRUCTION OF HANGARS AT THE SHERMAN
MUNICIPAL AIRPORT

Ms. Lawrence said one of the most desired improvements at the Municipal Airport, as shown by the Master Plan, is for additional hangars.

REQUEST TO ADV
AIRPORT HANGARS

The Master Plan calls for a phased approach to hangar development, and this would be for the first phase, which is a

seven place T-hangar, located south of the existing hangars. After reviewing the proposals, the item will come back to the City Council for approval.

Deputy Mayor Steele asked who would be paying for the hangars. Ms. Lawrence said there would be a combination of a TxDOT grant and Airport revenue.

Council Member Melton verified that the money was budgeted and Ms. Lawrence said the staff would need to see how the bids come in. Mr. Hefton said this is not approval to build the hangars, but to ask people to build hangars.

ACTION TAKEN.

Motion by Council Member Howeth to approve the request to advertise for the construction of hangars at the Sherman Municipal Airport, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

PURCHASE AND INSTALLATION OF VARIOUS SITE AMENITIES AND IMPROVEMENTS FOR THE CHERRY STREET PARK PROJECT

CHERRY STREET PARK PROJECT

The City Council approved the request to advertise for the purchase and installation of various site amenities and improvements for the Cherry Street Park Project.

On May 15, 2017, the City Council approved and adopted the 2017 Parks Master Plan. Included among the priority initiatives in the plan, were updates to existing parks, such as Cherry Street Park.

These amenities and improvements are estimated to cost \$143,000, and will qualify for funding through the Community Development Block Grant, and will not require matching funds. CONSENT AGENDA.

CHANGE ORDER NO. 1 (FINAL)
WEST TRAVIS STREET PHASE IV PROJECT, VESSELS CONSTRUCTION ; \$41,891.48 DECREASE

CHANGE ORDER
WEST TRAVIS
STREET PROJECT
(\$41,891.48 DECREASE)

Mr. Philpott said this is the first and final change order for Phase IV of West Travis Street, and results in a decrease of about \$42,000. The changes include changes in paving and some storm drain modifications.

West Travis Street is complete, and the City plans to coordinate with the High School to leave it closed until the remainder of the phases of West Travis are complete and the High School is ready to open.

ACTION TAKEN.

Motion by Council Member Teamann to approve Change Order No. 1 (Final), to Vessels Construction, in the amount of a \$41,891.48 decrease for the West Travis Street Phase IV Project, as presented. Second by Council Member Melton.

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

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 4 (FINAL)

APPROVING THE GREATER TEXOMA UTILITY AUTHORITY'S INTENT TO EXECUTE CHANGE ORDER NO. 4; SHERMAN WATER TREATMENT PLANT EXPANSION PROJECT; MWH CONTRACTORS, INC.; \$717.00 DECREASE

The City Council approved the Greater Texoma Utility Authority's intent to execute Change Order No. 4 for the Sherman Water Treatment Plant Expansion Project. The change order, to MWH Contractors, Inc., is for a \$717 decrease in the contract price.

**WATER TREATMENT
PLANT EXPANSION
(\$717 DECREASE)**

This is a final reconciliatory change order to adjust the final project quantities and the contract time. The change order adds four items addressed during construction, and deletes two items from the contract, resulting in a credit to the City.

The change order also extends the contract time by 315 days to account for equipment delivery delays, equipment modifications during construction, testing requirements, and weather delays.

The revised contract price, after the change order is \$24,625.411.

CONSENT AGENDA.

OTHER BUSINESS

APPROVAL OF THE 2019 AD VALOREM TAX ROLL VALUE AND TAX LEVY

The City Council approved the 2019 Ad Valorem Tax Roll Value and Tax Levy, as provided for in the Texas Property Tax Code, Section 26.09(e).

**TAX ROLL &
TAX LEVY**

The 2019 tax year represents taxes that will be collected during the City's 2019-2020 fiscal year. The Grayson County Tax Assessor/Collector's Office has provided Sherman's taxable value as \$3,475,900,452, which produces a levy of \$16,226,452.61, based on the City's total tax rate of \$0.489000 per \$100 valuation.

CONSENT AGENDA.

REPLAT APPROVAL OF LOTS 2, 3 AND 4, BLOCK 4, MAYHEW ADDITION, BEING 0.705 ACRES IN THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56, ALSO BEING LOTS 2, 3 & 4, BLOCK 4 OF THE MAYHEW ADDITION, KILLIAN LAND DEVELOPMENT, LP, OWNERS; AND HELVEY-WAGNER

**APPROVE REPLAT
(MAYHEW ADDITION)**

SURVEYING, SURVEYOR (1606, 1610 AND 1614 SOUTH RUSK STREET)

The City Council approved the Replat of Lots 2, 3, and 4, Block 4, a 0.705 acre tract located at 1606, 1610, and 1614 South Rusk Street.

The property is zoned an R-1 (One Family Residential) District, and the owner would like to replat the property into two lots for residential development. The Planning and Zoning Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

SECOND REPLAT APPROVAL OF SHERMAN HILLS COUNTRY CLUB ADDITION, BEING 235.088 ACRES IN A PART OF THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, THE SAMUEL BLAGG SURVEY, ABSTRACT NO. 56 AND THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667, ALSO BEING A PART OF THE SHERMAN HILLS COUNTRY CLUB ADDITION GOLF COURSE TRACTS ADDITION, SSCGC HOLDINGS, LLC, OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (1200-2600 BLOCKS OF SOUTH U.S. HIGHWAY 75)

The City Council approved the Second Replat of Sherman Hills Country Club Addition, a 235.088 acre tract located in the 1200 to 2600 blocks of South U.S. Highway 75.

The property is zoned an R-1 (One Family Residential) District and C-1 (Retail Business) District. The owners would like to replat the property into three lots.

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

REPLAT APPROVAL OF HOLLEY HEIGHTS ADDITION, A REPLAT OF THE SUNRISE TRACT AT SHERMAN HILLS, PHASE 1 AND A PART OF LOT 1 OF THE REPLAT OF SHERMAN HILLS COUNTRY CLUB ADDITION, BEING ALL OF THE SUNRISE TRACT AT SHERMAN HILLS, PHASE 1 AND A PART OF LOT 1 OF THE REPLAT OF SHERMAN HILLS COUNTRY CLUB ADDITION GOLF COURSE TRACTS, CONTAINING 22.822 ACRES IN THE PRESTON KITCHEN SURVEY, ABSTRACT NO. 667; SSCGC HOLDINGS, LLC, OWNERS; JOSHUA HOLLEY, DEVELOPER; AND UNDERWOOD DRAFTING AND SURVEYING, SURVEYOR (2100-2200 BLOCKS OF SOUTH U.S. HIGHWAY 75)

The City Council approved the Replat of the Holley Heights Addition, a Replat of the Sunrise Tract at Sherman Hills, Phase 1 and a part of Lot 1 of the Replat of Sherman Hills Country Club Addition. The 22.822 acre tract is located in the 2100 to 2200 blocks of South U.S. Highway 75.

The property is zoned an R-1 (One Family Residential) District and the owners would like to replat the property into 74 lots for residential development. The Planning and Zoning

APPROVE SECOND
REPLAT
(SHERMAN HILLS
COUNTRY CLUB
ADDITION)

APPROVE REPLAT
(HOLLEY HEIGHTS
ADDITION)

COUNCIL MINUTES – NOVEMBER 18, 2019

Commission recommended approval of the Replat, subject to the Staff Review Letter.
CONSENT AGENDA.

MEDIA QUESTIONS

There were no media questions

**APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO
BOARDS AND COMMISSIONS**

COUNCIL AUDIT COMMITTEE (3)

INVESTMENT COMMITTEE (2)

TAX REINVESTMENT COMMITTEE (2)

TAX INCREMENT FINANCING BOARD #1 (3)

TAX INCREMENT FINANCING BOARD #2 (3)

TAX INCREMENT FINANCING BOARD #3 (3)

TAX INCREMENT FINANCING BOARD #5 (3)

TAX INCREMENT FINANCING BOARD #6 (3)

TAX INCREMENT FINANCING BOARD #7 (3)

ACTION TAKEN.

Motion by Deputy Mayor Steele that all Council Members currently serving on the Council Audit Committee, Investment Committee, Tax Reinvestment Committee, Tax Increment Financing Board #1, Tax Increment Financing Board #2, Tax Increment Financing Board #3, Tax Increment Financing Board #5, Tax Increment Financing Board #6, and Tax Increment Financing Board #7 be reappointed for terms from November 18, 2019 to November 2020. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

VETERAN'S DAY

Council Member Stevenson spent Veteran's Day in New York City where his wife's uncle was awarded the Bronze Star for his service in Vietnam. He also thanked all veterans in the audience for their service.

THANK YOU TO VETERANS

Council Member Holland thanked all veterans for their service.

THANK YOU TO VETERANS

Council Member Teamann also thanked all veterans for their service.

MEDIA QUESTIONS

**APPOINTMENTS TO
VARIOUS COUNCIL
BOARDS**

VETERAN'S DAY

**THANK YOU
TO VETERANS**

**THANK YOU
TO VETERANS**

EXCITING TIME TO BE IN SHERMAN

Council Member Teamann said it's an exciting time to be in Sherman, with all the developer's agreements and housing developments going on.

EXCITING TIME
TO BE IN
SHERMAN

CONGRATULATIONS TO POLICE AND FIRE DEPARTMENTS

Council Member Teamann congratulated the Police and Fire Departments for getting all their new equipment.

CONGRATULATIONS
TO POLICE &
FIRE DEPARTMENTS

NEW GRANDSON

Council Member Holland said he had a new grandson born on Veteran's Day.

NEW GRANDSON

VETERAN'S DAY PARADE

Council Member Howeth thanked the City staff that organized the Veteran's Day Parade and said the flyover was spectacular. She said she was honored to ride in the parade. She also thanked the veterans for their service.

VETERAN'S DAY
PARADE

DEVELOPMENT IN SHERMAN

Council Member Howeth said the City is in "uncharted territory" with planned developments and hangar homes. She asked the developers to be patient with them and said they are wanted in Sherman.

DEVELOPMENT
IN SHERMAN

DEVELOPMENT IN SHERMAN

Deputy Mayor Steele said with development comes a huge responsibility for the Council and the City staff. Sherman is "pro-development" but they want it to be done the right way.

DEVELOPMENT
IN SHERMAN

THANK YOU TO VETERANS

Council Member Melton thanked the veterans, saying she still had family members serving. She also recognized the veterans that work for the City of Sherman.

THANK YOU
TO VETERANS

MAKE THE RIGHT DECISIONS

Council Member Melton said the Council and staff are learning about development and want to make the right decisions for the City.

MAKE THE
RIGHT DECISIONS

ANNOUNCEMENTS

Mayor Plyler announced the following:

- Shop Small Saturday will be held on November 30, 2019, and he urged citizens to support the local retailers.
- The Sherman Christmas Parade and Snowflake Festival will be held on December 7, 2019, at 6 p.m.
- The Sherman Symphony Orchestra will hold its annual Christmas Pops Concert on December 7, 2019 at 7:30 p.m. in the Kidd-Key Auditorium.

ANNOUNCEMENTS

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

EXECUTIVE SESSION

THE CITY COUNCIL WILL NOW HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF THE OPEN MEETINGS LAW, CHAPTER 551, GOVERNMENT CODE, VERNONS TEXAS CODES ANNOTATED, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN THE FOLLOWING SECTIONS.

SECTION 551.071 -- CONSULTATION WITH CITY ATTORNEY CONCERNING PENDING OR CONTEMPLATED LITIGATION

SECTION 551.071 -- CONSULT WITH THE CITY ATTORNEY ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH THIS CHAPTER

SECTION 551.087 -- DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT AND DELIBERATE ANY OFFERS OR INCENTIVES TO THE BUSINESS PROSPECT

No Executive Session was needed.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:34 p.m.

ADJOURNMENT

MAYOR

CITY CLERK

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 5, 2019 Registered Voters 22,734 City Ballots Cast 2,500 Percentage Voted 11 %

PRECINCTS	101*	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	TOTAL
Early Ballots Cast	102	37	0	0	0	0	88	250	46	126	0	16	4	249	918
Reg. Ballots Cast	214	110	0	0	0	0	119	369	55	243	0	27	10	435	1,582
Total Ballots Cast	316	147	0	0	0	0	207	619	101	369	0	43	14	684	2,500
Registered Voters	3,970	2,609	0	0	0	0	1,970	5,827	525	2,948	0	548	61	4,276	22,734
% of registered voters casting ballots by precinct	7.96%	5.63%	0	0	0	0	10.52%	10.62%	19.24%	12.52%	0	7.88%	23%	16%	19.64%

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits;
Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Proposition A The reauthorization of the local sales and use tax in the City of Sherman at the rate of one-eighth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.			
For	713	1,258	1,971
Against	192	296	488
Amendment A To amend Article II, “City Council”, Section 1, “Membership”, paragraph (a), “Composition”, subparagraph (4) as follows: (4) All terms of office shall be for three (3) years, or until the successor has been elected and qualified. Service in office for more than twelve (12) eighteen (18) months of a three (3) year term, shall constitute a full term			
For	710	1,238	1,948
Against	184	287	471

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Amendment B To amend Article II, “City Council”, Section 1, “Membership”, paragraph (a), “Composition”, subparagraph (5) as follows: (5) A councilmember or mayor may serve a maximum of two (2) consecutive terms in the same office or four (4) consecutive terms in any combination of offices. After a councilmember or mayor has served their maximum term of office, a one (1) year (360 day) absence from office is required before that person will be eligible to hold another elective office.			
For	485	797	1,282
Against	411	718	1,129
Amendment C To amend Article VII, “Planning and Engineering”, Section 1, “City planning and zoning board” as follows: There shall be a city planning and zoning board consisting of seven (7) members, each of whom must reside within the city and each of whom must be a qualified voter of the City of Sherman. The members of the board may be appointed by the city council for a partial term or for one (1) or two (2) terms of three (3) years each. Upon completion of the second term, such members will be ineligible for reappointment to the board for four (4) years. Members of the board shall hold no other city office during their term on said board. <i>The members of the board may be appointed by the city council for a partial or full term. All terms of office shall be for three (3) years, or until the successor has been appointed. Service in office for more than eighteen (18) months of a three (3) year term, shall constitute a full term.</i> <i>Members of the planning and zoning board may serve a maximum of four (4) consecutive terms in any combination of offices. After a member has served their maximum term of office, a one (1) year (360 day) absence from office is required before that person will be eligible for reappointment.</i>			
For	534	926	1,460
Against	301	509	810

Prepared by Linda Ashby, City Clerk, Sherman, Texas

Unopposed Candidates Declared Elected

Council Member, District 1
Shawn Teamann

Council Member, District 3
Pamela Howeth

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 5, 2019 Registered Voters 22,734 City Ballots Cast 2,500 Percentage Voted 11 %

PRECINCTS	101 *	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	TOTAL
Early Ballots Cast	102	37	0	0	0	0	88	250	46	126	0	16	4	249	918
Reg. Ballots Cast	214	110	0	0	0	0	119	369	55	243	0	27	10	435	1,582
Total Ballots Cast	316	147	0	0	0	0	207	619	101	369	0	43	14	684	2,500
Registered Voters	3,970	2,609	0	0	0	0	1,970	5,827	525	2,948	0	548	61	4,276	22,734
% of registered voters casting ballots by precinct	7.96%	5.63%	0	0	0	0	10.52%	10.62%	19.24%	12.52%	0	7.88%	23%	16%	19.64%

*Split Precincts – Some voters in these precincts are inside the Sherman City Limits and some are outside the Sherman City Limits; Only voters inside the Sherman City Limits are allowed to vote the Sherman Ballot

Voter Statistics by Precincts

PRECINCTS	101 *	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Proposition A The reauthorization of the local sales and use tax in the City of Sherman at the rate of one-eighth of one percent to continue providing revenue for maintenance and repair of municipal streets. The tax expires on the fourth anniversary of the date of this election unless the imposition of the tax is reauthorized.																	
For	238	113	0	0	0	0	170	463	76	313	0	28	11	559	713	1,258	1,971
Against	70	34	0	0	0	0	35	146	23	48	0	15	2	115	192	296	488
Amendment A To amend Article II, “City Council”, Section 1, “Membership”, paragraph (a), “Composition”, subparagraph (4) as follows: (4) All terms of office shall be for three (3) years, or until the successor has been elected and qualified. Service in office for more than twelve (12) eighteen (18) months of a three (3) year term, shall constitute a full term.																	
For	242	109	0	0	0	0	154	483	80	294	0	38	11	537	710	1,238	1,948
Against	65	36	0	0	0	0	45	117	18	61	0	5	2	122	184	287	471

PRECINCTS	101 *	102	103 *	104 *	106 *	108 *	301	302	303 *	304	305 *	405	408 *	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Amendment B To amend Article II, “City Council”, Section 1, “Membership”, paragraph (a), “Composition”, subparagraph (5) as follows: (5) A councilmember or mayor may serve a maximum of two (2) consecutive terms in the same office or four (4) consecutive terms in any combination of offices. After a councilmember or mayor has served their maximum term of office, a one (1) year (360 day) absence from office is required before that person will be eligible to hold another elective office.																	
For	161	72	0	0	0	0	107	305	44	200	0	20	7	366	485	797	1,282
Against	144	70	0	0	0	0	93	295	50	156	0	20	4	297	411	718	1,129
Amendment C To amend Article VII, “Planning and Engineering”, Section 1, “City planning and zoning board” as follows: There shall be a city planning and zoning board consisting of seven (7) members, each of whom must reside within the city and each of whom must be a qualified voter of the City of Sherman. The members of the board may be appointed by the city council for a partial term or for one (1) or two (2) terms of three (3) years each. Upon completion of the second term, such members will be ineligible for reappointment to the board for four (4) years. Members of the board shall hold no other city office during their term on said board. <i>The members of the board may be appointed by the city council for a partial or full term. All terms of office shall be for three (3) years, or until the successor has been appointed. Service in office for more than eighteen (18) months of a three (3) year term, shall constitute a full term.</i> <i>Members of the planning and zoning board may serve a maximum of four (4) consecutive terms in any combination of offices. After a member has served their maximum term of office, a one (1) year (360 day) absence from office is required before that person will be eligible for reappointment.</i>																	
For	176	83	0	0	0	0	126	366	57	219	0	23	8	402	534	926	1,460
Against	110	50	0	0	0	0	65	207	34	108	0	18	4	214	301	509	810

Prepared by Linda Ashby, City Clerk, Sherman, Texas

Unopposed Candidates Declared Elected

Council Member, District 1
Shawn Teamann

Council Member, District 3
Pamela Howeth



GRAYSON COUNTY ELECTION ADMINISTRATION

I, Deana Patterson, Grayson County Elections Administrator, do hereby certify the totals attached to be a true and correct count of ballots cast in the November 5, 2019 City of Sherman Election held in the County of Grayson, State of Texas.

Witness my hand and seal this 12th day of November, 2019.

Deana Patterson
Grayson County Elections Administrator



Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Election Day Precincts Reporting	10 of 10	0	0	10
Absentee/ Early Precincts Reporting	10 of 10	8	10	0
Registered Voters - Total	22,734			
Ballots Cast - Total	2,500	35	883	1,582
Voter Turnout - Total	11.00%			

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	1,971	30	683	1,258
Against	488	4	188	296
Total Votes Cast	2,459	34	871	1,554
Precincts Reporting	10 of 10			

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	1,948	28	682	1,238
Against	471	5	179	287
Total Votes Cast	2,419	33	861	1,525
Precincts Reporting	10 of 10			

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	1,282	22	463	797
Against	1,129	12	399	718
Total Votes Cast	2,411	34	862	1,515
Precincts Reporting	10 of 10			

Amendment C Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	1,460	26	508	926
Against	810	8	293	509
Total Votes Cast	2,270	34	801	1,435
Precincts Reporting	10 of 10			

Custom Table Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
PRECINCT 101 Sherman	3,970	316	7.96%
PRECINCT 102	2,609	147	5.63%
PRECINCT 301 Sherman	1,967	207	10.52%
PRECINCT 302	5,827	619	10.62%
PRECINCT 304	2,948	369	12.52%
PRECINCT 405 Sherman	546	43	7.88%
PRECINCT 409	4,276	684	16%
PRECINCT 301 Sher DISD	3	0	0%
PRECINCT 303 Sherman	525	101	19.24%
PRECINCT 305 Sherman	0	0	0%
PRECINCT 405 Sher DISD	2	0	0%
PRECINCT 408 Sherman	5	3	60%
PRECINCT 408 Sher DISD	56	11	19.64%
Totals	22,734	2,500	

Custom Table Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

	PROPOSITION A Sherman			Amendment A Sherman			Amendment B Sherman			Amendment C Sherman		
	VOTE FOR 1			VOTE FOR 1			VOTE FOR 1			VOTE FOR 1		
	10 of 10 Precincts Reporting			10 of 10 Precincts Reporting			10 of 10 Precincts Reporting			10 of 10 Precincts Reporting		
	For	Against	Total Votes Cast	For	Against	Total Votes Cast	For	Against	Total Votes Cast	For	Against	Total Votes Cast
PRECINCT 101 Sherman	238	70	308	242	65	307	161	144	305	176	110	286
PRECINCT 102	113	34	147	109	36	145	72	70	142	83	50	133
PRECINCT 301 Sherman	170	35	205	154	45	199	107	93	200	126	65	191
PRECINCT 301 Sher DISD	0	0	0	0	0	0	0	0	0	0	0	0
PRECINCT 302	463	146	609	483	117	600	305	295	600	366	207	573
PRECINCT 303 Sherman	76	23	99	80	18	98	44	50	94	57	34	91
PRECINCT 304	313	48	361	294	61	355	200	156	356	219	108	327
PRECINCT 305 Sherman	0	0	0	0	0	0	0	0	0	0	0	0
PRECINCT 405 Sherman	28	15	43	38	5	43	20	20	40	23	18	41
PRECINCT 405 Sher DISD	0	0	0	0	0	0	0	0	0	0	0	0
PRECINCT 408 Sherman	1	1	2	1	1	2	1	1	2	1	1	2
PRECINCT 408 Sher DISD	10	1	11	10	1	11	6	3	9	7	3	10
PRECINCT 409	559	115	674	537	122	659	366	297	663	402	214	616
Totals	1,971	488	2,459	1,948	471	2,419	1,282	1,129	2,411	1,460	810	2,270

Custom Table Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

	STATISTICS		
	Registered Voters - Total	Ballots Cast - Total	Voter Turnout - Total
PRECINCT 101 Sherman	3,970	316	7.96%
PRECINCT 102	2,609	147	5.63%
PRECINCT 301 Sherman	1,967	207	10.52%
PRECINCT 302	5,827	619	10.62%
PRECINCT 304	2,948	369	12.52%
PRECINCT 405 Sherman	546	43	7.88%
PRECINCT 409	4,276	684	16%
PRECINCT 301 Sher DISD	3	0	0%
PRECINCT 303 Sherman	525	101	19.24%
PRECINCT 305 Sherman	0	0	0%
PRECINCT 405 Sher DISD	2	0	0%
PRECINCT 408 Sherman	5	3	60%
PRECINCT 408 Sher DISD	56	11	19.64%
Totals	22,734	2,500	

	PROPOSITION A Sherman					Amendment A Sherman				
	VOTE FOR 1					VOTE FOR 1				
	10 of 10 Precincts Reporting					10 of 10 Precincts Reporting				
	For	Against	Total Votes Cast	Overvotes	Undervotes	For	Against	Total Votes Cast	Overvotes	Undervotes
PRECINCT 101 Sherman	238	70	308	0	8	242	65	307	0	9
PRECINCT 102	113	34	147	0	0	109	36	145	0	2
PRECINCT 301 Sherman	170	35	205	0	2	154	45	199	0	8
PRECINCT 301 Sher DISD	0	0	0	0	0	0	0	0	0	0
PRECINCT 302	463	146	609	0	10	483	117	600	0	19
PRECINCT 303 Sherman	76	23	99	0	2	80	18	98	0	3
PRECINCT 304	313	48	361	0	8	294	61	355	0	14
PRECINCT 305 Sherman	0	0	0	0	0	0	0	0	0	0
PRECINCT 405 Sherman	28	15	43	0	0	38	5	43	0	0
PRECINCT 405 Sher DISD	0	0	0	0	0	0	0	0	0	0
PRECINCT 408 Sherman	1	1	2	0	1	1	1	2	0	1
PRECINCT 408 Sher DISD	10	1	11	0	0	10	1	11	0	0
PRECINCT 409	559	115	674	0	10	537	122	659	0	25
Totals	1,971	488	2,459	0	41	1,948	471	2,419	0	81

	Amendment B Sherman					Amendment C Sherman				
	VOTE FOR 1					VOTE FOR 1				
	10 of 10 Precincts Reporting					10 of 10 Precincts Reporting				
	For	Against	Total Votes Cast	Overvotes	Undervotes	For	Against	Total Votes Cast	Overvotes	Undervotes
PRECINCT 101 Sherman	161	144	305	0	11	176	110	286	0	30
PRECINCT 102	72	70	142	0	5	83	50	133	0	14
PRECINCT 301 Sherman	107	93	200	0	7	126	65	191	0	16
PRECINCT 301 Sher DISD	0	0	0	0	0	0	0	0	0	0
PRECINCT 302	305	295	600	0	19	366	207	573	0	46
PRECINCT 303 Sherman	44	50	94	0	7	57	34	91	0	10
PRECINCT 304	200	156	356	0	13	219	108	327	0	42
PRECINCT 305 Sherman	0	0	0	0	0	0	0	0	0	0
PRECINCT 405 Sherman	20	20	40	0	3	23	18	41	0	2
PRECINCT 405 Sher DISD	0	0	0	0	0	0	0	0	0	0
PRECINCT 408 Sherman	1	1	2	0	1	1	1	2	0	1
PRECINCT 408 Sher DISD	6	3	9	0	2	7	3	10	0	1
PRECINCT 409	366	297	663	0	21	402	214	616	0	68
Totals	1,282	1,129	2,411	0	89	1,460	810	2,270	0	230

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 101 Sherman

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	316	2	100	214

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	238	2	76	160
Against	70	0	23	47
Total Votes Cast	308	2	99	207

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	242	2	78	162
Against	65	0	20	45
Total Votes Cast	307	2	98	207

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	161	1	48	112
Against	144	1	50	93
Total Votes Cast	305	2	98	205

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 101 Sherman

Amendment C Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	176	1	55	120
Against	110	1	35	74
Total Votes Cast	286	2	90	194

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 102

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	147	0	37	110

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	113	0	26	87
Against	34	0	11	23
Total Votes Cast	147	0	37	110

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	109	0	28	81
Against	36	0	8	28
Total Votes Cast	145	0	36	109

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	72	0	22	50
Against	70	0	14	56
Total Votes Cast	142	0	36	106

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 102

Amendment C Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	83	0	21	62
Against	50	0	12	38
Total Votes Cast	133	0	33	100

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 301 Sherman

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	207	6	82	119

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	170	6	69	95
Against	35	0	13	22
Total Votes Cast	205	6	82	117

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	154	5	60	89
Against	45	0	22	23
Total Votes Cast	199	5	82	112

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	107	2	43	62
Against	93	4	38	51
Total Votes Cast	200	6	81	113

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 301 Sherman

Amendment C Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	126	5	47	74
Against	65	1	30	34
Total Votes Cast	191	6	77	108

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 301 Sher DISD

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	0	0	0	0

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 301 Sher DISD

Amendment C Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 302

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	619	9	241	369

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	463	6	174	283
Against	146	2	65	79
Total Votes Cast	609	8	239	362

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	483	6	185	292
Against	117	2	48	67
Total Votes Cast	600	8	233	359

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	305	6	122	177
Against	295	2	115	178
Total Votes Cast	600	8	237	355

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 302

Amendment C Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	366	6	140	220
Against	207	2	84	121
Total Votes Cast	573	8	224	341

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 303 Sherman

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	101	4	42	55

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	76	2	30	44
Against	23	2	11	10
Total Votes Cast	99	4	41	54

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	80	2	34	44
Against	18	2	6	10
Total Votes Cast	98	4	40	54

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	44	0	18	26
Against	50	4	21	25
Total Votes Cast	94	4	39	51

PRECINCT 303 Sherman
Amendment C Sherman
Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	57	1	20	36
Against	34	3	16	15
Total Votes Cast	91	4	36	51

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 304

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	369	5	121	243

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	313	5	101	207
Against	48	0	18	30
Total Votes Cast	361	5	119	237

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	294	4	99	191
Against	61	1	19	41
Total Votes Cast	355	5	118	232

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	200	5	67	128
Against	156	0	52	104
Total Votes Cast	356	5	119	232

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 304

Amendment C Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	219	5	72	142
Against	108	0	38	70
Total Votes Cast	327	5	110	212

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 305 Sherman

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	0	0	0	0

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

PRECINCT 305 Sherman

Amendment C Sherman
Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

PRECINCT 405 Sherman

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	43	0	16	27

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	28	0	9	19
Against	15	0	7	8
Total Votes Cast	43	0	16	27

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	38	0	14	24
Against	5	0	2	3
Total Votes Cast	43	0	16	27

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	20	0	11	9
Against	20	0	4	16
Total Votes Cast	40	0	15	25

PRECINCT 405 Sherman

Amendment C Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	23	0	10	13
Against	18	0	4	14
Total Votes Cast	41	0	14	27

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 405 Sher DISD

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	0	0	0	0

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

PRECINCT 405 Sher DISD

Amendment C Sherman
Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 408 Sherman

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	3	0	2	1

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	1	0	0	1
Against	1	0	1	0
Total Votes Cast	2	0	1	1

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	1	0	0	1
Against	1	0	1	0
Total Votes Cast	2	0	1	1

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	1	0	0	1
Against	1	0	1	0
Total Votes Cast	2	0	1	1

PRECINCT 408 Sherman
Amendment C Sherman
Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	1	0	0	1
Against	1	0	1	0
Total Votes Cast	2	0	1	1

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 408 Sher DISD

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	11	0	2	9

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	10	0	2	8
Against	1	0	0	1
Total Votes Cast	11	0	2	9

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	10	0	1	9
Against	1	0	1	0
Total Votes Cast	11	0	2	9

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	6	0	1	5
Against	3	0	1	2
Total Votes Cast	9	0	2	7

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 408 Sher DISD

Amendment C Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	7	0	1	6
Against	3	0	1	2
Total Votes Cast	10	0	2	8

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 409

STATISTICS

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
Ballots Cast - Total	684	9	240	435

PROPOSITION A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	559	9	196	354
Against	115	0	39	76
Total Votes Cast	674	9	235	430

Amendment A Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	537	9	183	345
Against	122	0	52	70
Total Votes Cast	659	9	235	415

Amendment B Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	366	8	131	227
Against	297	1	103	193
Total Votes Cast	663	9	234	420

Summary Results Report
Joint Special Election
November 5, 2019

UNOFFICIAL RESULTS

Grayson County

PRECINCT 409

Amendment C Sherman

Vote For 1

	TOTAL	EV MAIL	EV IN PERSON	ED IN PERSON
For	402	8	142	252
Against	214	1	72	141
Total Votes Cast	616	9	214	393



SHERMAN MUNICIPAL AIRPORT

Master Plan Phase II: Presentation to City Council

Nov 18, 2019





Agenda

- 1 — MASTER PLAN PROCESS
- 2 — GOALS AND OBJECTIVES
- 3 — EXISTING CONDITIONS
- 4 — FORECAST RESULTS
- 5 — RECOMMENDED DEVELOPMENT
- 6 — IMPLEMENTATION PLAN

Master Plan

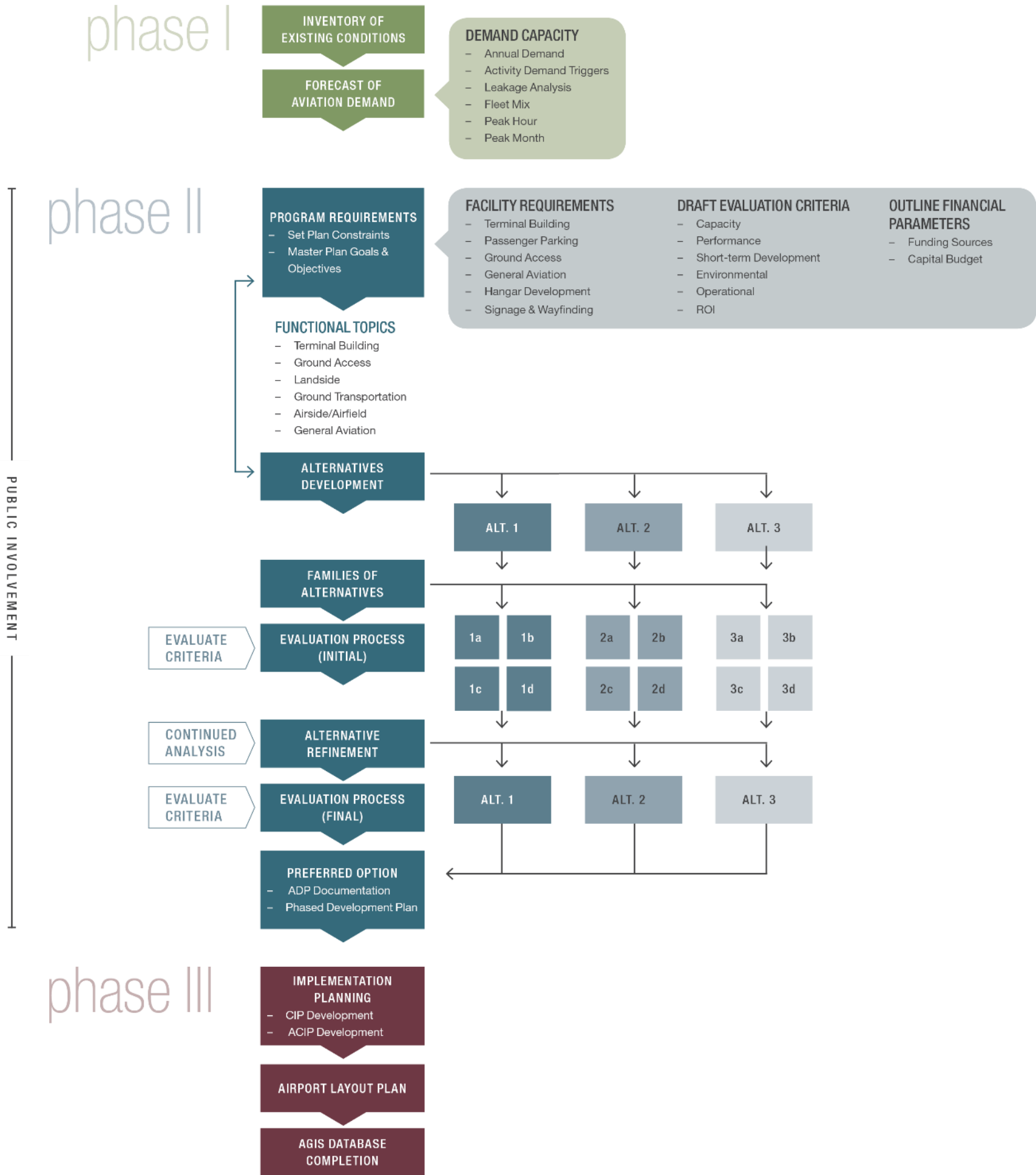
Process

Phase I

- Completed in May 2019
- Stakeholder engagement
- Scope
 - Master Plan Goals and Objectives
 - Inventory of Existing Conditions
 - Forecast of Aviation Demand

Phase II & III

- Started end of August
- Will conclude Nov 21
- Stakeholder engagement
- Public involvement

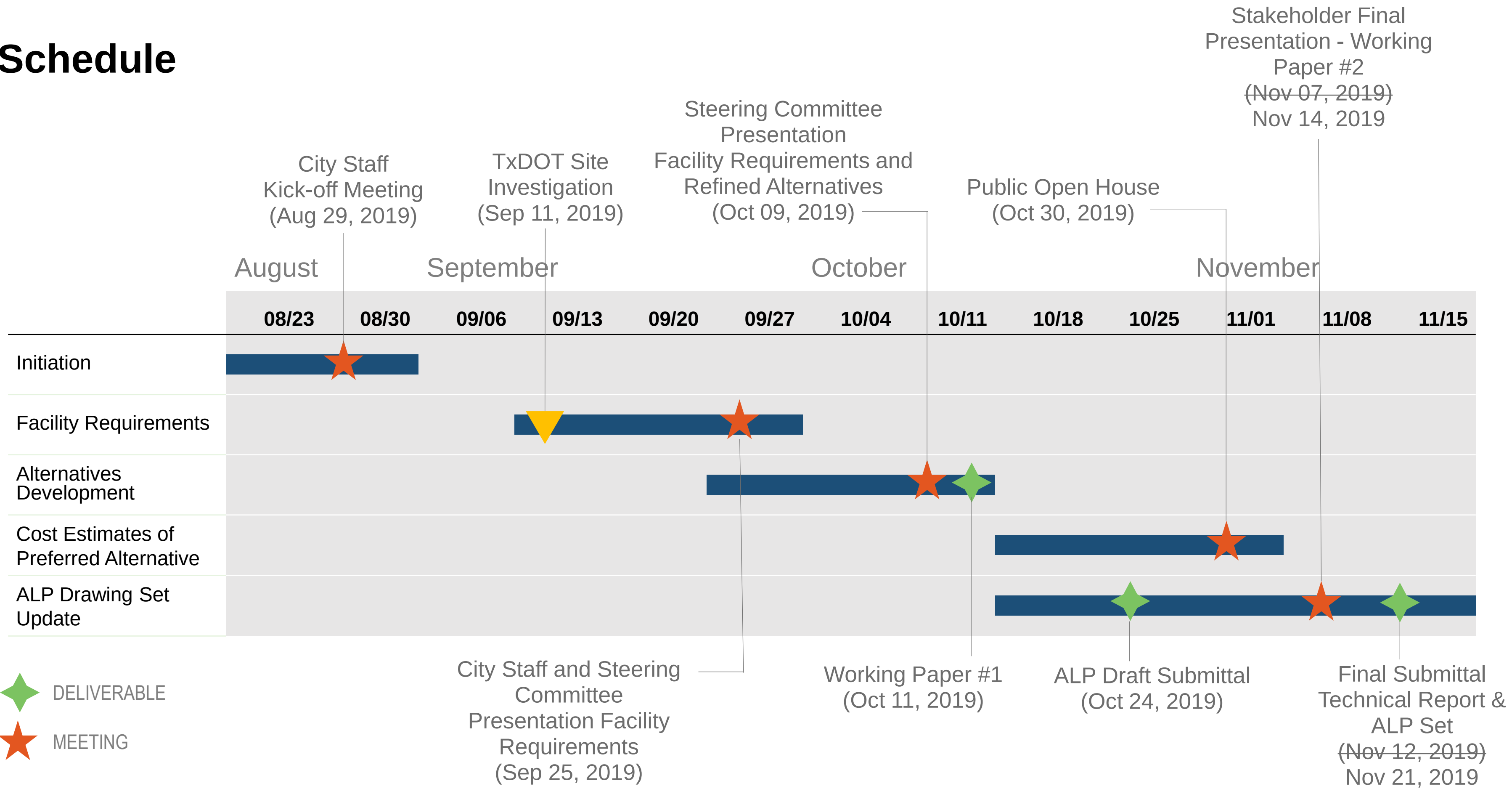


Deliverables

- Technical Report
- PowerPoint Presentations for Steering Committee Meetings and Public Meetings
- ALP drawing set
 - Cover Sheet
 - Existing & Future ALP Sheet
 - ALP Facilities Tables/List
 - Existing & Future Terminal Area Drawing
 - Part 77 Runway Obstacle Limitation
 - Approach and Departure Surface Drawings
 - Compatible Land Use Map
 - Airport Influence Zone
 - Airport Property Map



Schedule



Goals and Objectives Defined in Phase I

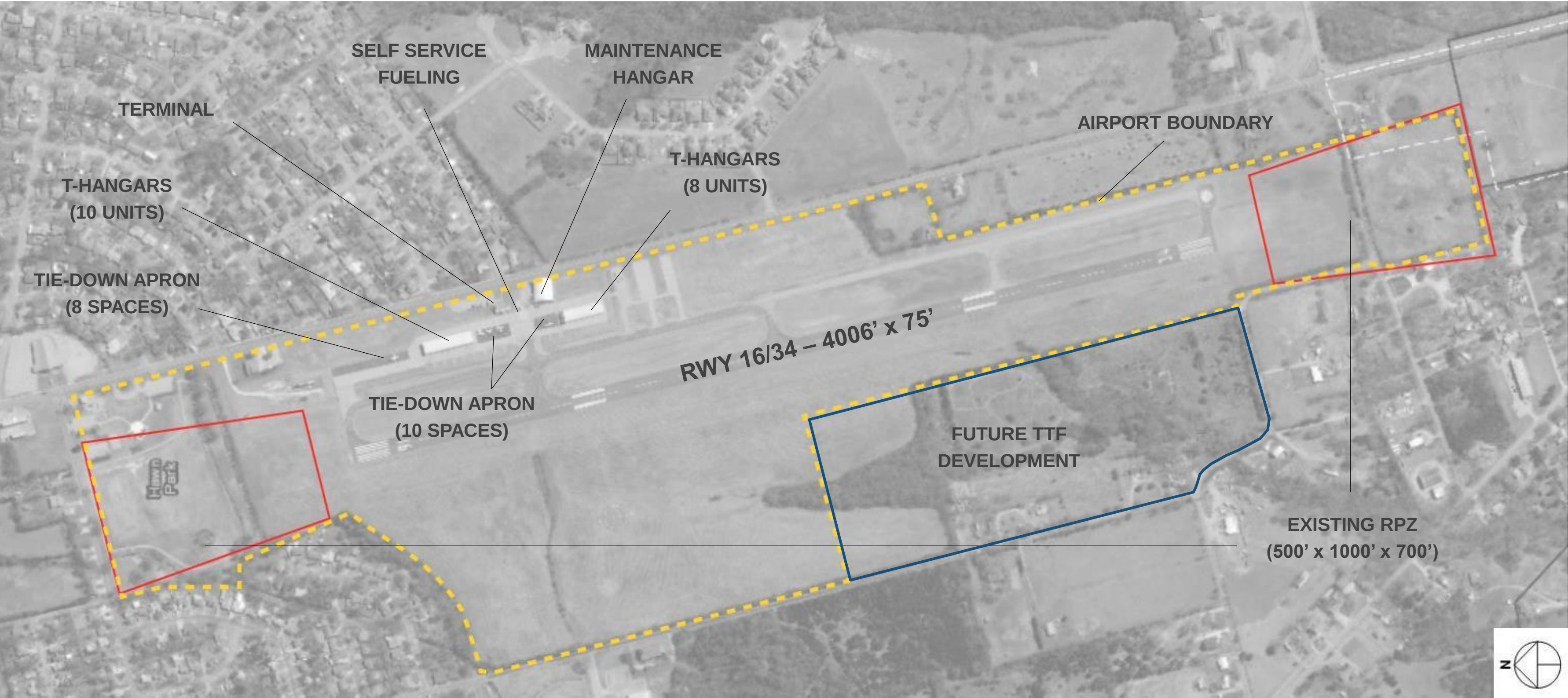
General Aviation Development

1. Become a GA reliever airport for the surrounding area and recreational flyers
2. Have 50 based aircraft in 5 years
3. Have 75 based aircraft in 10 years
4. Accommodate twin engine aircraft and light jet

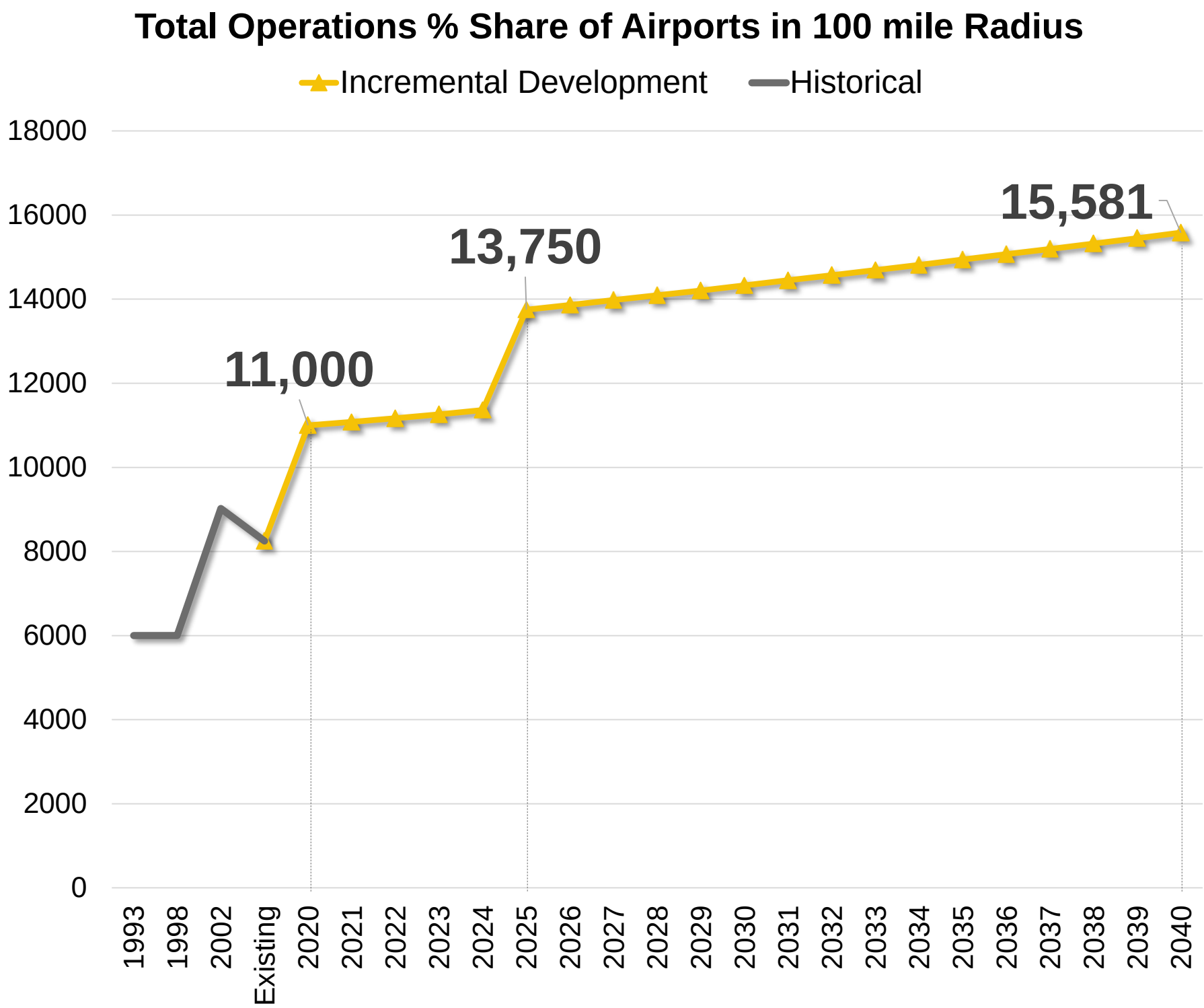
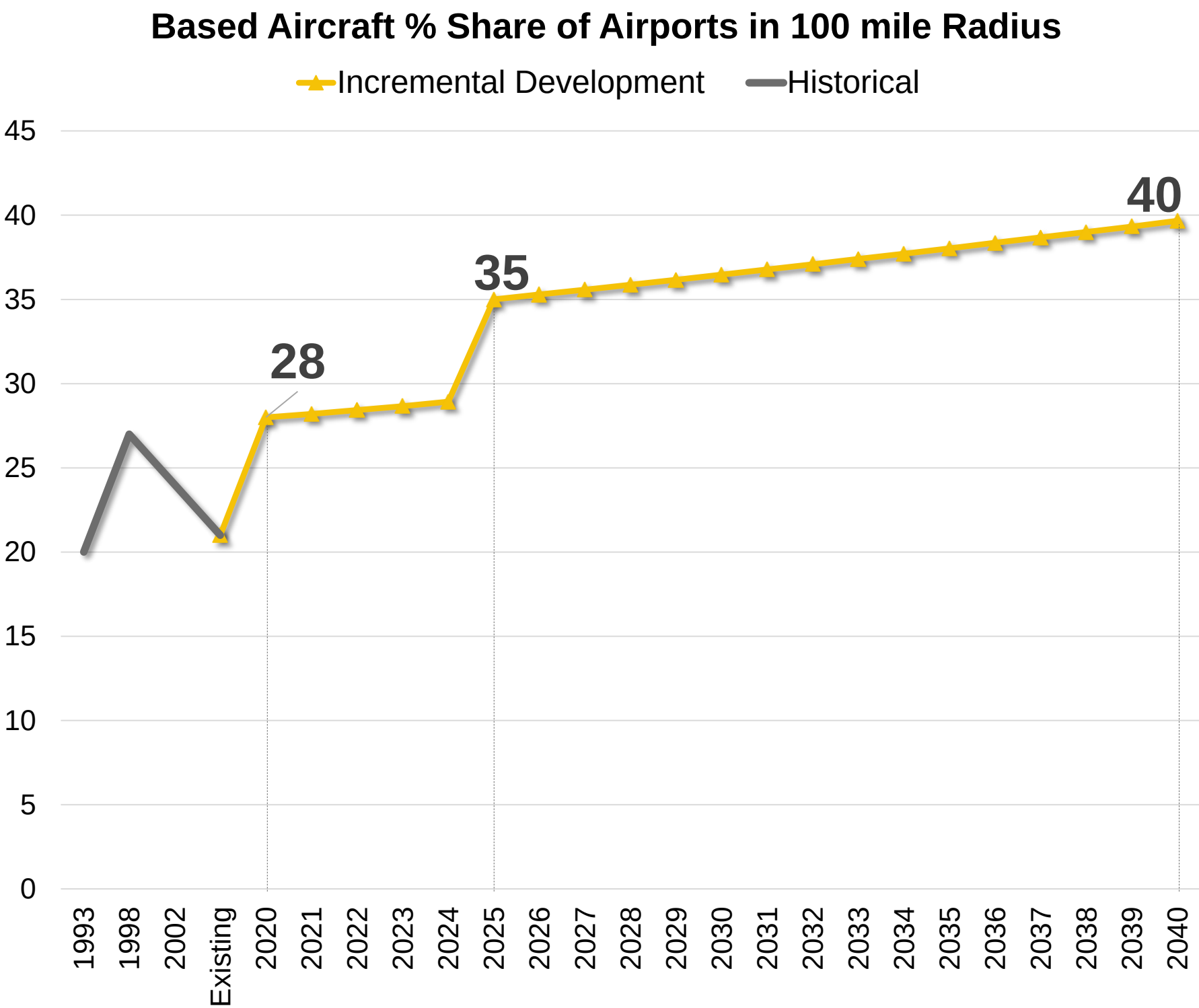
Airport Operations

1. Maintain a safe and secure operating environment
2. Develop a long-term strategic development plan that identifies alternative funding sources for Sherman Municipal Airport
3. Foster a balance of commercial and aviation related development on the airport
4. Become a community center by hosting community events
5. Become an educator on aviation for the community and youth
6. Remain a non-towered airport

Existing Airport Layout

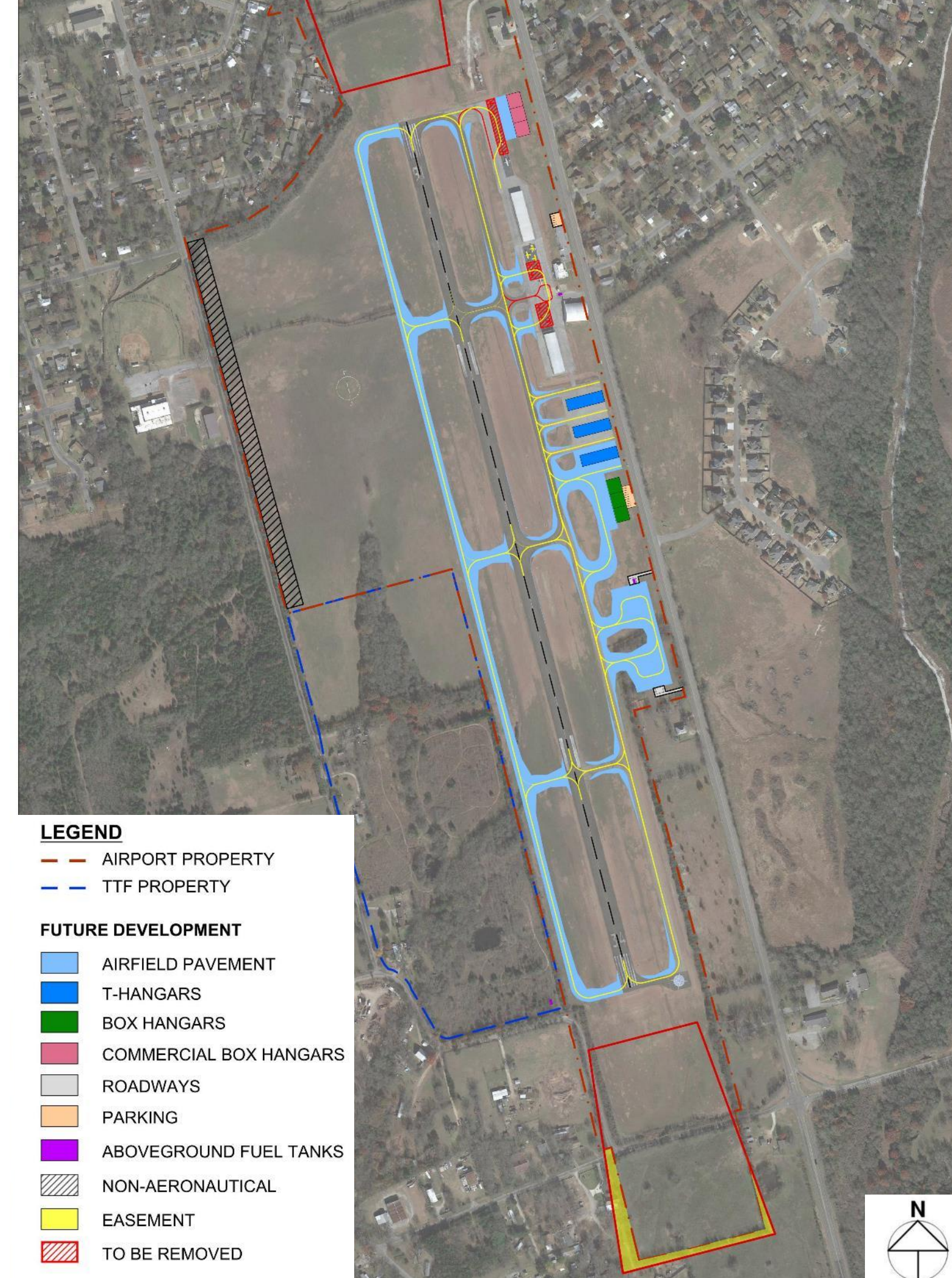


Preferred Forecast



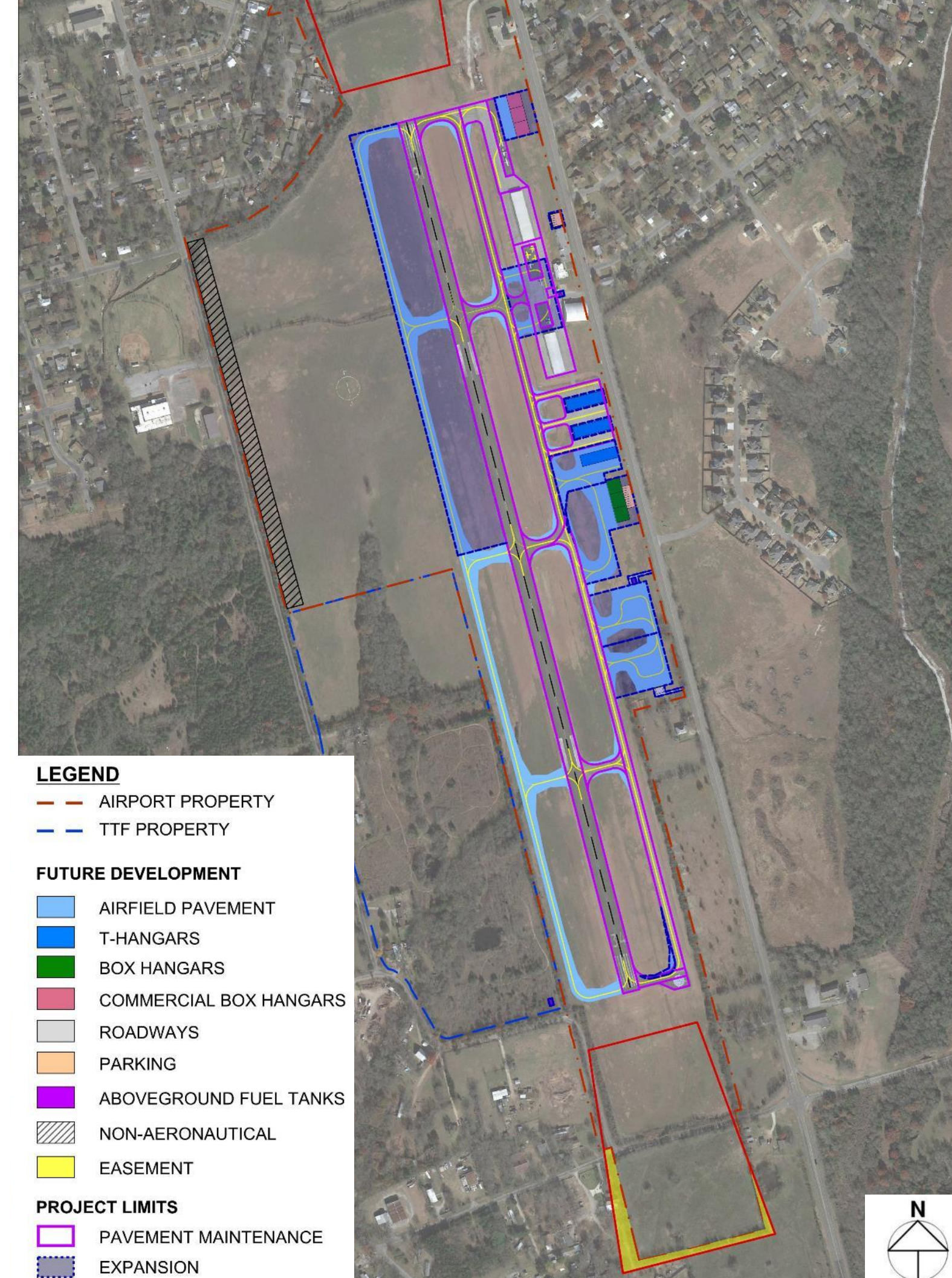
Recommended Development

- All taxiways designed for Group II aircraft
- Full parallel taxiway on the west
- 21 new T-hangars
- 3 new box hangars
- 3 commercial box hangars
- 16 additional auto parking spaces
 - 6 added to existing parking lot
 - 10 adjacent to box hangars
- 13 tie-down positions removed
- New fueling location south of box hangars
- New aboveground self-service tanks
 - (1) 6,000 gal tank for 100LL within TTF development
 - (1) 6,000 gal tank for Jet A at new fueling location
 - (1) 1,000 gal tank for MoGas at existing fueling location



Implementation

- Phased development across three PAL's
 - PAL 1 (2020 - 2024)
 - PAL 2 (2025 - 2029)
 - PAL 3 (2030 - 2040)
- Development classified into:
 - Expansion projects
 - Pavement maintenance projects
- Funding sources identified for each project
 - TxDOT CIP
 - TxDOT RAMP
 - Airport/City funds

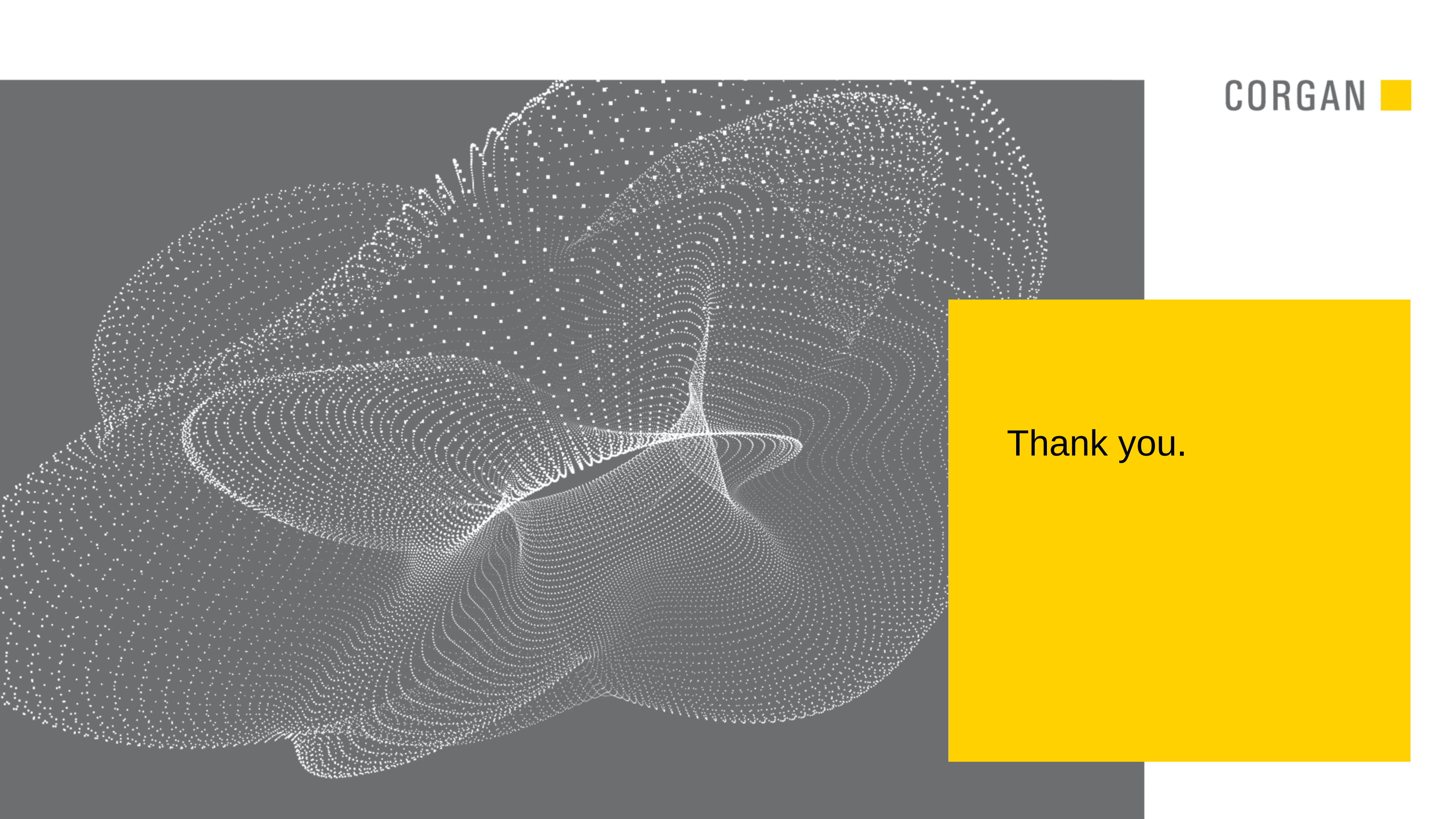


Cost Estimates and Funding

	PROJECT TYPE	PROJECT DESCRIPTION	ESTIMATED COST	TxDOT CIP FUNDS	TxDOT RAMP FUNDS	AIRPORT/CITY FUNDS
PAL 1	Expansion	(7) T-hangars - Buildings and Utilities	\$409,949	\$0	\$50,000	\$359,949
	Expansion	Existing Auto Parking Expansion - (6) Parking Spaces	\$3,236	\$0	\$0	\$3,236
	Expansion	Existing Fuel Island - (1) 1,000 gal MoGas Fuel Tank	\$89,375	\$0	\$0	\$89,375
	Avigation Easement	Avigation Easement for RPZ at Runway End 34 - (5) Tracts	\$40,250	\$0	\$0	\$40,250
	Pavement Maintenance	Taxiway A and Central Tie-down Areas	\$410,571	\$369,514	\$0	\$41,057
TOTAL			\$953,381	\$369,514	\$50,000	\$533,867
PAL 2	Expansion	(7) T-hangars - Buildings and Utilities	\$409,949	\$0	\$50,000	\$359,949
	Expansion	Fuel Tank - (1) 6,000 gal 100LL Within Through-The-Fence Development	\$220,375	\$0	\$0	\$220,375
	Pavement Maintenance	Runway, Apron Areas and North Tie-down Area	\$753,025	\$677,723	\$0	\$75,303
TOTAL			\$1,383,349	\$677,723	\$50,000	\$655,627
PAL 3	Master Plan	Airport Master Plan Update	\$150,000	\$135,000	\$0	\$15,000
	Expansion	(7) T-hangars and (6) Box hangars - Buildings, Utilities, Pavement, Auto Parking Spaces	\$2,932,700	\$979,789	\$150,000	\$1,802,911
	Expansion	South Fuel Island with Fuel Tank (1) 6,000 gal Jet A	\$1,406,812	\$1,051,951	\$0	\$354,861
	Pavement Maintenance	Taxiway D and Southern portion of Taxiway A	\$129,774	\$116,797	\$0	\$12,977
	Pavement Construction	Partial Parallel Taxiway and New Connectors to Apron	\$2,360,086	\$2,124,077	\$0	\$236,009
TOTAL			\$6,979,372	\$4,407,613	\$150,000	\$2,421,759

Cost Summary

FORECAST PERIOD	ESTIMATED COST	TxDOT CIP FUNDS	TxDOT RAMP FUNDS	AIRPORT/CITY FUNDS
PAL 1 (2020 – 2024)	\$953,381	\$369,514	\$50,000	\$533,867
PAL 2 (2025 – 2029)	\$1,383,349	\$677,723	\$50,000	\$655,627
PAL 3 (2030 – 2040)	\$6,979,372	\$4,407,613	\$150,000	\$2,421,759
TOTAL	\$9,316,102	\$5,454,849	\$250,000	\$3,611,252



Thank you.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 12/02/2019

Prepared By: Zachary Flores, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6271

Readopting Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, entitled "Curfew Hours for Minors", with No Modifications

Issue:

To consider readopting, without modification, the code provisions that provide "Curfew Hours for Minors"

Background:

Ordinance No. 5270, adopted at the December 6, 2004 Council meeting and codified at Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, establishes "Curfew Hours for Minors." Under Section 370.002 of the Texas Local Government Code, curfew ordinances must be reviewed by the Council in a public hearing every three years or the ordinance expires. The last review was performed at the December 5, 2016 Council meeting (Ordinance No. 5995); and Chapter 8, Article 8.04, Division 2 was readopted without modification. The review must evaluate the curfew ordinance's effect on the community and the problems the ordinance was intended to remedy.

Origination:

Police Department

Financial Consideration:

There is no financial impact for this agenda item.

Staff Recommendation:

It is recommended that the City Council adopt Ordinance No. 6271, which will serve to readopt without modification Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, "Curfew Hours for Minors."

Alternatives:

The City Council could suggest modifications to the ordinance.

Attachments

Ordinance No. 6271

Current Chapter 8, Article 8.04, Division 2, "Curfew Hours for Minors"

Texas Local Government Code, Section 370.002

ORDINANCE NO. 6271

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, READOPTING CHAPTER 8, ARTICLE 8.04, DIVISION 2 OF THE CODE OF ORDINANCES, ENTITLED “CURFEW HOURS FOR MINORS”, WITH NO MODIFICATIONS; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City Council conducted a public hearing on the need to continue the ordinance entitled “Curfew Hours for Minors;” contained in Chapter 8, Article 8.04, Division 2 of the Code of Ordinances (hereinafter “Ordinance”) in accordance with Section 370.002 of the Texas Local Government Code; and

WHEREAS, the City Council reviewed the Ordinance’s effects on the community and the problems that the Ordinance was intended to remedy; and

WHEREAS, the City Council desires that the Ordinance be continued in effect with no modifications;

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

SECTION 1. That the Ordinance entitled “Curfew Hours for Minors” contained in Chapter 8, Article 8.04, Division 2 of the Code of Ordinances is hereby readopted in its entirety with no modifications.

SECTION 2. That it is the intention of the City Council of the City of Sherman, Texas, that the provisions of this ordinance shall become a part of the Code of Ordinances of the City of Sherman, Texas, and that sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

SECTION 3. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 4. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

INTRODUCED on this the _____ day of _____, 2019.

ADOPTED on this the _____ day of _____, 2019.

EFFECTIVE DATE on this the _____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

CHAPTER 8

OFFENSES AND NUISANCES

ARTICLE 8.04 OFFENSES INVOLVING PUBLIC MORALS

Division 1. Generally

Secs. 8.04.001–8.04.030 Reserved

Division 2. Curfew Hours for Minors

Sec. 8.04.031 **Definitions**

Curfew hours.

- (1) 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and
- (2) 11:59 p.m. on any Friday or Saturday until 6:00 a.m. on any Saturday or Sunday.

Emergency. An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment. Any privately owned place of business operated for a profit to which the public is invited, including but not limited to any place of amusement or entertainment.

Guardian.

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom a minor has been placed by a court.

Minor. Any person under seventeen (17) years of age.

Operator. Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.

Parent. A person who is:

- (1) A natural parent, adoptive parent, or stepparent of another person; or
- (2) At least eighteen (18) years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public place. Any place to which the public or a substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.

Remain. To:

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious bodily injury. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Sec. 8.04.032 Offenses

- (a) A minor commits an offense if he remains in any public place or on the premises of any establishment within the city during curfew hours.
- (b) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (c) The owner, operator, or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

Sec. 8.04.033 Defenses

- (a) It is a defense to prosecution under section 8.04.032 that the minor was:
 - (1) Accompanied by the minor's parent or guardian;
 - (2) On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - (3) In a motor vehicle involved in interstate travel;

- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
- (5) Involved in an emergency;
- (6) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
- (7) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, the Sherman Independent School District, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, the Sherman Independent School District, a civic organization, or another similar entity that takes responsibility for the minor;
- (8) Attending a function or event sponsored and supervised by an establishment that prohibits ingress and egress to the establishment during curfew hours and the management of the establishment has registered the function or event with the city at least forty-eight (48) hours in advance;
- (9) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
- (10) Married or had been married or had disabilities of minority removed in accordance with chapter 31 of the Texas Family Code.

(b) It is a defense to prosecution under section 8.04.032(c) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

(Ordinance 5805 adopted 12/2/13; Ordinance 5995 adopted 12/5/16)

Texas Local Government Code, Section 370.002

LOCAL GOVERNMENT CODE CHAPTER 370. MISCELLANEOUS PROVISIONS RELATING T... Page 1 of 3

LOCAL GOVERNMENT CODE

TITLE 11. PUBLIC SAFETY

SUBTITLE C. PUBLIC SAFETY PROVISIONS APPLYING TO MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 370. MISCELLANEOUS PROVISIONS RELATING TO MUNICIPAL AND COUNTY HEALTH AND PUBLIC SAFETY

Sec. 370.001. HEALTH CONTRACTS IN BORDER MUNICIPALITIES OR COUNTIES. The governing body of a municipality or county that has a boundary that is contiguous with the border between this state and the Republic of Mexico may contract with a border municipality or state in the Republic of Mexico to provide or receive health services.

Added by Acts 1991, 72nd Leg., ch. 769, Sec. 1, eff. Aug. 26, 1991.

Sec. 370.002. REVIEW OF JUVENILE CURFEW ORDER OR ORDINANCE. (a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioners court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:

- (1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
- (2) conduct public hearings on the need to continue the ordinance or order; and
- (3) abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire.

Added by Acts 1995, 74th Leg., ch. 262, Sec. 96, eff. May 31, 1995.

Sec. 370.003. MUNICIPAL OR COUNTY POLICY REGARDING ENFORCEMENT OF DRUG LAWS. The governing body of a municipality, the commissioners court of a county, or a sheriff, municipal police department, municipal attorney, county attorney, district attorney, or criminal district attorney may not adopt a policy under which the entity will not fully enforce laws relating to drugs, including Chapters 481 and 483, Health and Safety Code, and federal law.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 2.

Meeting Date: 12/02/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6271

Issue:

- C. 1. **INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6271**
Readopting Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, entitled
"Curfew Hours for Minors", with No Modifications
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 3.

Meeting Date: 12/02/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

D. 1. * RESOLUTION NO. 6570

Authorizing Execution of an Encroachment Easement to Dave Reed for the Encroachment of a Detached Garage within the Platted Public Utility Easement running along the east side of Lot 1, Block C of Replat of Blocks B and C, Highland Park Addition, locally known as 1515 East Nall Street in the City of Sherman, Grayson County, Texas

D. 2. * RESOLUTION NO. 6571

Awarding a Bid to and Authorizing Execution of a Contract with Solid Waterslide, LLC for Resurfacing, Painting, and Leak Repairs at The Splash in Fairview Park

E. 2. * OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for Tuesday, January 21, 2020, due to Conflict with a Federal Holiday



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 12/02/2019

Prepared By: Clint Philpott, Director of Engineering

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6570**

Authorizing Execution of an Encroachment Easement to Dave Reed for the Encroachment of a Detached Garage within the Platted Public Utility Easement running along the east side of Lot 1, Block C of Replat of Blocks B and C, Highland Park Addition, locally known as 1515 East Nall Street in the City of Sherman, Grayson County, Texas

Issue:

To consider granting an encroachment easement into the platted public utility easement along the east side of Lot 1, Block C of the Replat of Blocks B and C, Highland Park Addition in the City of Sherman, Grayson County, Texas

Background:

The subject property has an existing non-conforming carport lying within the platted 10' Utility Easement along the west property line. The owner of the property is requesting to demolish and replace said carport with a new one in the same location. The new carport is expected to encroach into the existing 10' Utility Easement by four feet.

Origination:

David Reed, Property Owner

Financial Consideration:

None

Staff Recommendation:

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

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6570

Encroachment Easement for 1515 E Nall

Request Letter

Existing Survey

Aerial Location Map

RESOLUTION NO. 6570

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT EASEMENT TO DAVID REED FOR THE ENCROACHMENT OF A DETACHED CARPORT WITHIN THE PLATTED PUBLIC UTILITY EASEMENT RUNNING ALONG THE EAST SIDE OF LOT 1, BLOCK C OF REPLAT OF BLOCKS B AND C, HIGHLAND PARK ADDITION, LOCALLY KNOWN AS 1515 EAST NALL STREET IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS, AS SHOWN IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute an encroachment easement to David Reed for the encroachment of a detached carport within the platted public utility easement running along the east side of Lot 1, Block C of Replat of Blocks B and C, Highland Park Addition, locally known as 1515 East Nall Street in the City of Sherman, Grayson County, Texas, as shown on the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

ENCROACHMENT EASEMENT

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

That the **CITY OF SHERMAN**, a municipal corporation of the State of Texas, hereinafter called "GRANTOR," in consideration of ONE DOLLAR AND NO CENTS (\$1.00) and other good and valuable consideration to it, in hand paid, hereby grants to **DAVE REED** of Sherman, Texas, hereinafter called "GRANTEE," an encroachment easement to allow a detached carport to encroach a maximum of 4-feet within a platted 10' Utility Easement along the West side of Lot 1, Block C of the Replat of Blocks B and C, Highland Park Addition, in the City of Sherman, as shown on the Exhibit "A," attached hereto and incorporated herein for all purposes. Said encroachment easement shall be inferior, subordinate, and subject to the GRANTOR'S rights herein.

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

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

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

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

EXECUTED this the _____ day of _____, 2019.

CITY:

CITY OF SHERMAN, a Texas home-rule
municipal corporation

BY: _____

Robby Hefton,

City Manager

Approved as to Form and Content:

By: _____

Brandon Shelby,

City Attorney

OWNER:

DAVE REED, homeowner

BY: _____

Dave Reed,

Homeowner

Attest: _____

Linda Ashby,

City Clerk

STATE OF TEXAS §

§

COUNTY OF GRAYSON §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2019, by Robby Hefton, City Manager of the **CITY OF SHERMAN**, a Texas home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

Printed Name of Notary: _____

My Commissions Expires: _____

STATE OF TEXAS §
 §
COUNTY OF GRAYSON §

THIS INSTRUMENT was subscribed, sworn to and acknowledged before me on _____, 2019, by Dave Reed, individually, to be the person whose name is subscribed to the forgoing instrument and who acknowledged to me that he executed the same for the purposes and consideration expressed therein.

Notary Public, State of Texas

Printed Name of Notary: _____

My Commissions Expires: _____

Dave A Reed
1623 W Heron St
Denison, Texas 75020

November 13, 2019

Re: 1515 E. Nall St., Sherman, TX

To the City Council of Sherman, Texas:

I hereby request permission to build a structure that would encroach on the current 10 ft utility easement on the west side of the above referenced property to replace the three existing condemned structures.

A proposed site plan shows that the new building/carport would lie 6 ft from the property line.

Part of the structures that have been condemned lie inside the current utility easement, and the corner of at least one structure is closer than 6 ft from the property line. The house was built in 1950, and other structures appear to have been there many years, primarily the original garage.

A second page of pictures and a copy of the survey are included with this letter.

Thank you for your consideration,



Dave A. Reed, owner of 1515 E. Nall St., Sherman, TX



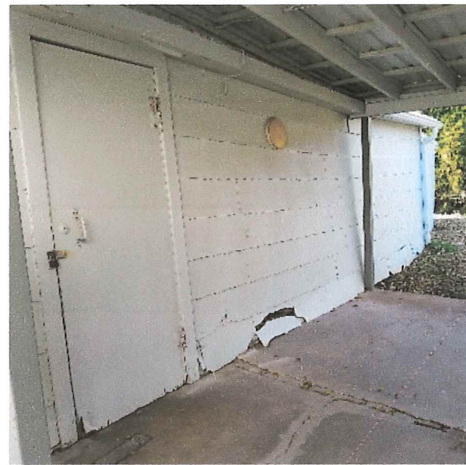
Additional pictures: 1515 E. Nall St., Sherman, Texas



Property line is marked with white string visible in foreground next to the utility pole and runs through tree seen through the gate in open position. Gate is hinged on the post at the end of the fence.



Inoperable garage door.



East side of garage



West side of original garage in between a shed and the carport.

Dave Reed
2-7

1515 E. Nall Street



0 50 100 200 300 400 1 inch = 100 feet

Feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 12/02/2019

Prepared By: Theresa Hutchinson, Parks & Recreation Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6571**

Awarding a Bid to and Authorizing Execution of a Contract with Solid Waterslide, LLC for Resurfacing, Painting, and Leak Repairs at The Splash in Fairview Park

Issue:

Recommendation to award a bid and authorize execution of a contract for resurfacing, painting, and leak repairs for The Splash at Fairview Park

Background:

At the October 21, 2019 meeting, the City Council approved a request to advertise for resurfacing, painting, and leak repairs at The Splash in Fairview Park, which resulted in two (2) responses. Based upon specific scoring criteria included in the bid solicitation, City staff recommends awarding the contract to Solid Waterslide, LLC of Sherman, Texas.

Origination:

Parks and Recreation Department

Financial Consideration:

The total cost of this contract will be \$150,792.00. Funding is available in the fiscal year 2019-2020 Budget for this project.

Staff Recommendation:

Staff recommends that the contract with Solid Waterslide, LLC of Sherman, Texas, for resurfacing, painting, and leak repairs at The Splash be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6571

City of Sherman Standard Contract

Evaluation Scoring

Aerial Location Map

RESOLUTION NO. 6571

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SOLID WATERSLIDE, LLC FOR RESURFACING, PAINTING, AND LEAK REPAIRS AT THE SPLASH IN FAIRVIEW PARK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Solid Waterslide, LLC of Sherman, Texas, be and is hereby awarded the bid and the City of Sherman hereby approves the contract with Solid Waterslide, LLC in the amount of One Hundred Fifty Thousand Seven Hundred Ninety-Two Dollars and No Cents (\$150,792.00) for resurfacing, painting, and leak repairs at The Splash in Fairview Park; and that the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a contract with Solid Waterslide, LLC for the aforementioned project, in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2019.

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM AND
CONTENT:**

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



**CITY OF SHERMAN
STANDARD CONTRACT**

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

Seller:

Name

Address

City, State, Zip

Telephone

Email

DESCRIPTION OF GOODS

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

[CHECK ONE:]

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

Estimated Date of Delivery

OR

_____ This Contract is for a specific duration wherein the Seller will supply, furnish and deliver at the designated point or points of delivery the specified Goods in the quantities requested by Buyer at the time of Buyer's order. The delivery date(s) shall be set forth in Buyer's order. This Contract is not intended to be and shall not be construed as an exclusive requirements contract. This Contract is non-exclusive and Buyer may acquire any or all of its requirements for the specified Goods from Seller or any other source deemed appropriate by Buyer.

DURATION: NOT APPLICABLE TO THIS BID

PAYMENT TERMS

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

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

CONTRACT TERMS AND CONDITIONS

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

1. **SELLER TO PACKAGE GOODS:** Seller will package Goods in accordance with good commercial practice. Each shipping container shall be clearly marked and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address, and purchase order number; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packing unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirement of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipment not accompanied by packing lists.

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

- a. The price to be paid by the Buyer shall be that contained in the Seller's bid which Seller warrants to be no higher than Seller's current prices on orders for products of the kind and specification covered by the agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability for breach or Seller's actual expense.
 - b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
12. **WARRANTY-PRODUCTS:** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. No such attempts to limit, disclaim or exclude any warranties, whether of fitness, merchantability or otherwise, by Seller shall be binding or effective. Seller warrants that the Goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
13. **SAFETY WARRANTY:** Seller warrants the product sold to the Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event that the products do not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event that Seller fails to make the appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense.
14. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS:** As part of this contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specifications will not give rise to such claim, and in no event shall Buyer be liable to Seller in the event that Seller issued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing or the like, within two weeks after the signing of this agreement. If Buyer does not receive notice and a claim is asserted or Buyer is subsequently held liable for the infringement or the like, Seller will indemnify, defend and save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall

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

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

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

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

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

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

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

20. **INTERPRETATION-PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
21. **APPLICABLE LAW:** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
22. **ADVERTISING:** Seller shall not advertise or publish, without Buyer's prior written consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with prior requests for information from an authorized representative of federal, state or local government.
23. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
24. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** No officer or employee shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or services, except on behalf of the City as an officer or employee. Any knowing and willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the governing body of the City shall render the contract involved voidable by the City Manager or the City Council.
25. **ENTIRE AGREEMENT:** This Contract, and all Specifications and Addenda attached thereto, constitute the entire and exclusive agreement between the Buyer and Seller with reference to the Goods. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Buyer and Seller not expressly made a part hereof.
26. **INDEMNITY AND DISCLAIMER:** BUYER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY SELLER FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS,

OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE SELLER, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF SELLER UNDER THIS CONTRACT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF BUYER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY SELLER TO INDEMNIFY AND PROTECT BUYER FROM THE CONSEQUENCES OF THE SELLER'S AS WELL AS THE BUYER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE. IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF SHERMAN A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF SHERMAN AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.

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

FEDERAL RULES AND REGULATIONS

1. This Project is financed in whole or in part with assistance from the U.S. Department of Housing and Urban Development (HUD) and is subject to all applicable Federal laws and regulations. Contractor and its subcontractors must comply with all applicable HUD rules and regulations governing construction projects funded with Community Development Block Grant (CDBG) funds.

2. Prohibition of Use of Lead-Based Paint: Contractor agrees to comply with 24 CFR Part 35 adopted pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.) and all applicable rules and orders issued by HUD thereunder which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the elimination of lead-based paint hazards. Every contract or subcontract, including painting, pursuant to which such federally assisted construction or rehabilitation is performed, shall include appropriate provisions prohibiting the use of lead-based paint.

3. Compliance with Environmental Laws: Contractor agrees to comply with 24 CFR 570.604 (environmental standards), including compliance with the Clean Air Act, as amended (42, U.S.C. 1857 et. seq.); the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318 et seq.), including inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308; and the regulations and guidelines of the Environmental Protection Agency (EPA) governing the work provided under this Contract. Contractor stipulates that any facility to be utilized in the performance of this contract or subcontract is not identified on the List of Violating Facilities issued by the EPA. Contractor shall give prompt notice of any notification received from the EPA, indicating that a facility utilized or to be utilized for the Contract is under consideration to be listed on the EPA List of Violating Facilities.

Contractor will include or cause to be included the criteria and requirements of this section (Compliance with Environmental Laws) in every subcontract and will take such action as the City may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this contract be utilized with respect to a facility which has given rise to a conviction under the Clean Air Act or the Federal Water Pollution Control Act.

4. Architectural Barriers Act and the Americans with Disabilities Act: Contractor shall comply with the following requirements as applicable to the Work performed under the Contract:

(a) The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), which requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

(b) The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA), which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

5. Inspections and Audits: At any time during normal business hours and as often as the City, HUD and/or the Comptroller General of the United States may deem necessary, Contractor shall make available to the City, HUD and/or representatives of the Comptroller General for examination all of its records with respect to all matters covered by this Contract and will permit the City, HUD and/or representatives of the Comptroller General to inspect all work, audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

5.1 Reports, Records, and Data:

- a. The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this contract.
- b. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing the nature of the charges in proper detail. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to the City.
- c. The contractor shall retain all reports, records, and data related to this Project for a period of at least four years in accordance with federal retention laws.

5.2 Subcontracting:

- a. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors concerning compliance with federal laws and HUD rules and regulations governing this Contract.
- b. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor for compliance with federal laws and HUD rules and regulations.
- c. Nothing contained in this contract shall create any contractual relations or privity of contract between any subcontractor and the City. Contractor agrees that subcontracts shall not contain pass-through provisions and any attempt to assign a pass-through right to a subcontractor shall be void and unenforceable.

- d. The Contractor will insert all provisions and forms required by HUD in all subcontracts, including a clause requiring subcontractors to include said provisions and forms in any lower tier subcontracts, as applicable.

6. Davis-Bacon Act & Copeland "Anti-Kickback" Act and Regulations: The Contractor and its subcontractors shall comply with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, and the regulations of the Secretary of Labor (29 CFR, Part 3), including all reporting, posting, recordkeeping, payroll, and prevailing wage rate requirements for federally assisted construction projects, all of which are incorporated herein by reference.

7. Contract Work Hours and Safety Standards Act: Contractor and its subcontractors shall comply with the Contract Work Hours and Safety Standards Act (40 USC, Chapter 5, Sections 326-332; and 29 CFR Part 4, 5, 6 and 8; 29 CFR Part 70 to 240), which applies to contracts over \$100,000 and requires that workers receive overtime compensation (time and one-half pay) for hours they have worked in excess of 40 hours in one week. When applicable, the City may enforce violations under this Act, which include liquidated damages of at least \$10.00 per day per violation.

8. Employment and contracting opportunities: To the extent that they are otherwise applicable, Contractor and its subcontractors shall comply with:

(a) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964-1965 Comp. p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and

(b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

- (i) The Contractor will send to each labor organization, or representative of workers with which he has a collective bargaining agreement, or other worker's representative of its commitments under Section 3, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (ii) The Contractor will include the Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the City, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD.
- (iii) For the purpose of Section 3, the Section 3 area is defined as the corporate limits of the City of Sherman, Texas. The Contractor or any subcontractor shall attempt to recruit from the Section 3 area and the Section 3 project area, the maximum number of lower income residents through: local advertising media, signs placed at proposed site for the project, and community organizations and public or private institutions operating within or serving the project area.

- (iv) When lower income resident workers apply, either on their own initiative or on referral from any source, the contractor and subcontractors shall determine the qualifications of such persons and shall employ such persons if their qualifications are satisfactory and the contractor or subcontractor has openings. If the contractor or subcontractor is unable to employ the workers, such persons shall be listed for the first available opening.
- (v) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, age, color or national origin. The Contractor will take affirmative action to ensure that applicants are employed (and that employees are treated during employment) without regard to their race, religion, sex, age, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (vi) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, age, color, or national origin.
- (vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (viii) The Contractor will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract or vendor.
- (ix) Noncompliance with HUD's regulation in 24 CFR Part 135 may result in sanction, terminations of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (x) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. section 450e) also applies to the work to be performed under this Contract. Section 7(b) required that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contract and subcontracts shall be given to

Indian organizations and Indian-owned Economic Enterprises, Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

9. Project Signs: If required under federal law or upon recommendation by HUD, the Contractor shall erect a sign at the project site identifying the project and indicating that the project is funded with Community Development Block Grant funding. The project sign shall be substantially in accordance with instructions provided by HUD, made from 3/4 inch plywood, placed in a prominent location, and maintained in good condition until completion of the project.

10. Debarment; Conflicts of Interest: Contractor represents and warrants that it will notify the City immediately if Contractor or any of its subcontractors are debarred or threatened with debarment by a federal department or agency in relation to any federally funded projects. Contractor shall ensure compliance with all federal, state, and local laws, rules, and regulations governing conflicts of interest.

EXECUTED this _____ day of _____, _____.

SELLER:

(Signature)

(Type/Print Name and Title/Position)

(Address)

(City,State,Zip)

CITY OF SHERMAN:

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

ATTEST:

By: _____
Linda Ashby,
City Clerk

APPROVED:

Brandon Shelby
City Attorney

RFP Evaluation - The Splash Resurfacing, Painting, and Leak Repairs

Evaluation Criteria	JB Safety International, Inc.	Solid Waterslide, LLC
Project Process Proposal (25%)	15.00	24.67
Cost (40%)	33.33	27.67
Experience and References for Similar Projects (25%)	15.00	24.33
Timeline proposed (10%)	10.00	10.00
Evaluation Score	73.33	86.67





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 12/02/2019

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Recognition of City of Sherman Award: "Certificate of Achievement for Excellence in Financial Reporting"

Issue:

The City of Sherman Finance Department has received the Certificate of Achievement for Excellence in Financial Reporting for the fiscal year ended September 30, 2018.

Background:

The Certificate of Achievement for Excellence in Financial Reporting has been awarded for the 33rd consecutive year to the City of Sherman by the Government Finance Officers Association of the United States and Canada for its comprehensive annual financial report (CAFR). This award is the highest form of recognition in the area of governmental accounting and financial reporting; and its attainment represents a significant accomplishment by a government and its management. The CAFR has been judged by an impartial panel to meet the high standards of the program including demonstrating a constructive "spirit of full disclosure" to clearly communicate the City's financial story and motivate potential users and user groups to read the CAFR. It speaks well of the City of Sherman, the Finance Department, and all operating departments that play a role in the financial reporting process. It also reflects favorably on the external audit firm that has been an important part of the financial reporting process.

Origination:

City Manager's Office

Financial Consideration:

None

Staff Recommendation:

The Council need take no action on this agenda item; provided for informational purposes only.

Attachments

2018 CAFR Award Certificate



**The Government Finance Officers Association
of the United States and Canada**

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Finance Department
City of Sherman, Texas



The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Christopher P. Morill

Date November 6, 2019



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 12/02/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Calling a Special Meeting of the City Council for Tuesday, January 21, 2020, due to Conflict with a Federal Holiday

Issue:

This agenda item considers calling a special meeting of the City Council for **4:00 p.m.** on Tuesday, January 21, 2020, to make up for the second regular meeting in January, which falls on the Federal Holiday of Martin Luther King, Jr. Day

The Sherman Planning & Zoning Commission will also meet on Tuesday, January 21st in the Council Chambers, but their meeting won't be called to order until 5:00 p.m.

Background:

The City Charter provides that City Council regular meetings shall fall “on the first and third Mondays of each month, excluding holidays, at its discretion.” The regular date for the Council’s second meeting in January is Monday, January 20th, a Federal Holiday to celebrate Martin Luther King, Jr. Day. With the City Council's direction at the 2019 Budget Workshop, this day is now an officially recognized holiday for City of Sherman employees. Federal holidays are traditionally respected by not holding regular City Council meetings on those dates. While the Charter provision does not require the City Council to meet on a Federal Holiday, neither does it establish a make up date, which would be done by a motion and order with a 72-hour public notice.

Origination:

City Manager's Office

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council call a special City Council meeting for **4:00 p.m.** on Tuesday, January 21st.

Alternatives:

No alternatives are recommended.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 12/02/2019

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2019 Council Calendar

2020 Council Calendar

2019

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

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

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

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

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

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

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

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

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

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

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

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

1/21/2019	Martin Luther King, Jr. Day/Called City Council Meeting on 1/22/2019
2/27/2019	Called Council Meeting - Training Session for Council Members
4/26/2019	Called Budget Planning Meeting in Council Chambers
6/13/2019	Called Budget Workshop at Schulman's MBG in Sherman
6/14/2019	Called Budget Workshop at Schulman's MBG in Sherman - Cancelled
9/2/2019	Labor Day/Called City Council Meeting on 09/03/2019
9/10/2019	Called Joint Meeting with SEDCO Board in Council Chambers

[illegible]

2020

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

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

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

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

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

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

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

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

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

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

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

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

[illegible][illegible]