

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, JULY 6, 2020
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY COUNCIL MEMBER SANDRA MELTON**
- A. 3. INVOCATION BY COUNCIL MEMBER SANDRA MELTON**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETINGS OF JUNE 1, 2020 AND JUNE 15, 2020**

Citizen Comments

B. 1. CITIZEN COMMENTS

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

Public Hearing

C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6303

Amending Chapter 1, entitled "General Provisions", at Article 1.07, entitled "Aviation", to Delete in its Entirety Division 3, entitled "Airport Rules", and Provide for a New Division 3 to be entitled "Airport Rules and Regulations"

C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6304

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.07, entitled "Water, Sewers and Sewage Disposal", Division 5, entitled "Regulations for Disposal of Industrial Waste", at Section 13.07.356, entitled "Specific Pollutant Limitations"

C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6305

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 1527 East Lamar Street, being Lots 9 and 10, Block 40, College Park Addition (Lisa Foster, Owner; Preston Trail Land Surveying, Surveyor; and NBS Drafting & Design, Nathan Gray, Draftsman)

C. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6306

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District at 1225 Park Place, being a part of Blocks 4 and 5 of the Replat of Lots 6 thru 45, Woodhaven Addition, containing 1.252 acres in the J.B. McAnair Survey, Abstract No. 763 (Sherman C&G Properties, Owners; Michael J. Wright & Associates, Inc., Architect; and PLS Pipeline Land Services, Inc., Surveyor)

Close Public Hearing and Consider Adoption of Ordinances

C. 5. ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6303, 6304, 6305 and 6306

C. 6. 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. 6627

Awarding a Bid to and Authorizing Execution of a Contract with Southern Tire Mart, LLC for an Annual Supply of Light Truck, Passenger, and OTR/Commercial Tires

D. 2. * RESOLUTION NO. 6628

Awarding a Bid to and Authorizing Execution of a Contract with Jerry Paul Higgins, Ltd. for the Generator and Uninterrupted Power Supply (UPS) Project

Other Business

E. 1. OTHER BUSINESS

Setting a Public Hearing on the 2020 Impact Fee Land Use Assumptions and Capital Improvement Programs for Monday, August 17, 2020

E. 2. OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00 p.m. on Friday, September 11, 2020, to Review and Approve SEDCO's Annual Budget and Work Plan

E. 3. * OTHER BUSINESS

Replat Approval of Hall & Jones Addition, Block 1, Lot 13R, being part of Lot 13, Block 1, Hall & Jones Addition and an unplatted tract in the J.B. McAnair Survey, Abstract No. 763, containing 0.194 acres; Lazy L Enterprises, Owner; Preston Trail Land Surveying., Surveyor (521 East Carter Street)

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) Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee
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 July 2, 2020 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 2nd day of July, 2020.
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Willie Steele

Council Members

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

Josh Stevenson, Council – District #2

Pamela L. Howeth, Council – District #3

Daron Holland, Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

A. 4.

Meeting Date: 07/06/2020

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

**APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETINGS OF JUNE 1, 2020
AND JUNE 15, 2020**

Attachments

June 1, 2020

Recycling Program Update

Financial Update

June 15, 2020

STATE OF TEXAS §
 June 1, 2020
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 June 1, 2020.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of May 18, 2020. Council Member Melton moved to approve the Minutes, as presented; Second by Council Member Howeth; All present voted AYE.
MOTION CARRIED.

APPROVE MINUTES

CITIZEN'S REQUESTS

RECENT PROTEST IN SHERMAN

Bill Magers, Grayson County Judge, said last night, hundreds of people assembled peacefully in Fairview Park and marched to the Grayson County Courthouse in response to the killing of George Floyd in a police brutality incident last week in Minneapolis, Minnesota.

**RECENT PROTEST
IN SHERMAN**

He said it was awesome to see so many people, from all walks of life, exercise their first amendment rights by standing against injustice and for equality for all people. On behalf of Grayson County, Judge Magers thanked the City of Sherman, local leaders, Police Chief Zach Flores, Sheriff Tom Watt, and all law enforcement officials, for supporting this effort and ensuring that the purpose was not hijacked by illegitimate forces.

He also thanked Mayor David Plyler, Council Member Daron Holland, and former Council Members and colleagues, Terrence Steele and Reverend Charles Brown. He added that, due to their leadership, our local community is a model for the nation, and he thanked them for their commitment and service to Grayson County.

PUBLIC HEARING

RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN'S INDUSTRIAL AND COMMERCIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/ REDEVELOPMENT IN CERTAIN AREAS OF THE CITY

**INDUSTRIAL &
COMMERCIAL TAX
ABATEMENT
PROGRAM**

COUNCIL MINUTES – JUNE 1, 2020

Mary Lawrence, Director of Finance, said, by State law, the City must renew the Commercial and Industrial Tax Abatement Guidelines and Criteria every two years. This program is one tool that the City uses to promote economic development.

The value of these tax abatements may be limited in the future depending on the effect the abatement has on the revenue cap calculation. Each abatement will be evaluated on its impact on the City.

No citizens appeared before the City Council to discuss the renewal of the Guidelines and Criteria for the City of Sherman's Industrial and Commercial Tax Abatement Program.

Mayor Plyler introduced Ordinance No. 6296 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX 6.00 ACRES OF LAND LOCATED EAST OF LAMBERTH ROAD, AT THE INTERSECTION OF MEADOWLAKE DRIVE AND LAMBERTH ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 6296
ANNEXATION
WILEY DEVELOPMENT**

Clint Philpott, Assistant City Manager, said this annexation was requested by the property owner. There are four lots and two houses on the property.

As part of the acceptance of the annexation, the property owner agreed to dedicate the right-of-way for the future Friendship Road and a utility easement, and the City will extend water along the property frontage, that ties into the main on Lamberth Road.

No citizens appeared before the City Council to discuss Ordinance No. 6296.

Mayor Plyler introduced Ordinance No. 6297 and called for a public hearing:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX APPROXIMATELY 10.25 ACRES OF LAND LOCATED WEST OF EAST STREET, SOUTH OF SHERMAN STREET, AND EAST OF MONTGOMERY STREET, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

**ORD 6297
ANNEXATION
SOUTHSIDE ADDITION
POST OAK PLACE**

Mr. Philpott said this annexation was requested by the property owners, who have plans to develop a subdivision. He is currently working on the submission of plans to the

Engineering Department for review. The subdivision will include concrete streets and water and sewer extensions.

No citizens appeared before the City Council to discuss Ordinance No. 6297.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6296

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX 6.00 ACRES OF LAND LOCATED EAST OF LAMBERTH ROAD, AT THE INTERSECTION OF MEADOWLAKE DRIVE AND LAMBERTH ROAD, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6296
ANNEXATION
WILEY DEVELOPMENT

Ordinance 6297

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, EXTENDING THE CORPORATE LIMITS OF SAID CITY SO AS TO ANNEX APPROXIMATELY 10.25 ACRES OF LAND LOCATED WEST OF EAST STREET, SOUTH OF SHERMAN STREET, AND EAST OF MONTGOMERY STREET, ADJACENT TO THE SHERMAN CITY LIMITS AND IN THE CITY OF SHERMAN'S EXTRA TERRITORIAL JURISDICTION; PROVIDING FOR A MUNICIPAL SERVICE PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER.

ORD 6297
ANNEXATION
SOUTHSIDE ADDITION
POST OAK PLACE

ACTION TAKEN.

Motion by Council Member Melton to adopt Ordinance Nos. 6296 and 6297, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

The Council reviewed the Consent Agenda. Council Member Melton asked to remove Item D3, entitled "Resolution 6622, Authorizing Execution of a Professional Engineering Services Agreement with Hayter Engineering for Design of the 2021 South Surface Waterline and Southwest Booster Pump Station Modification Project," and Item E2, entitled "Request to Advertise, Proposals for a Generator and Uninterrupted Power Supply (UPS) at the Sherman Municipal Building," from the Consent Agenda for consideration in their regular order of business.

CONSENT AGENDA

Since that only left Item D4 on the Consent Agenda, Mayor Plyler said all items would be taken separately.

RESOLUTION NO. 6622 --- AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAYTER ENGINEERING FOR DESIGN OF THE 2021 SOUTH SURFACE WATERLINE AND SOUTHWEST BOOSTER PUMP STATION MODIFICATION PROJECT

**RES 6622
SOUTH SURFACE
WATERLINE &
SOUTHWEST
BOOSTER PUMP
STATION
MODIFICATION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAYTER ENGINEERING FOR DESIGN OF THE 2021 SOUTH SURFACE WATERLINE AND SOUTHWEST BOOSTER PUMP STATION MODIFICATION PROJECT.

Council Member Melton asked to remove Item D3 from the Consent Agenda for consideration in its regular order of business.

She asked for clarification about the engineering portion of the project, which will cost over \$300,000, and asked if there was an engineering firm in Sherman that could do the work.

Tom Pruitt, Utility Engineer, explained that the project also includes a Hydraulic Analysis of the Southwest Booster Pump Station. There is a lot of growth in Sherman in that area and this will be the first surface water line that is feeding the east side of U.S. Hwy 75, and includes two, very large diameter pipes.

One ground water pipe is 24 inches in diameter, and the surface water pipe will probably be 20 inches in diameter, depending on the demands for that area. The proposed Bel Air development will be located to the east of this site. The current water line runs through their proposed lake site, so it needs to be relocated.

Marilee Water Supply has also requested the purchase of one million gallons per day at the Shepherd Water Tank. Council Member Melton asked if they would help pay for this project.

Mr. Pruitt said they would not help pay for this part of the project. It will be paid under the Utility Improvement Fund.

Robby Hefton, City Manager, said the staff is currently working with Kimley-Horn on the Impact Fee Program. This type of engineering and project, would likely be incorporated into developer's fees that would be paid through impact fees. The program is not currently in place, but the staff is working on it.

Council Member Melton confirmed that the \$307,627 cost would only be for the engineering services portion of the project. Mr. Pruitt said the construction cost for the project would probably be in excess of \$2 million.

He said they did go out for qualifications, and had responses from two engineering firms. The firm selected definitely had the better qualifications.

Council Member Teamann said, given the uncertainty with the status of the Bel Air Project, and not currently having a formal commitment with them, is there any other purpose for doing this project.

Mr. Pruitt said Marilee Water Supply also wants to increase their water capacity. He said, for many years, the City of Sherman has professed their desire to be a regional water purveyor, and this will “push” water from the surface water supply, to cities south of Sherman. There will continue to be a greater demand for water.

He mentioned major industries such as Texas Instruments, Finisar, and Tyson that each use approximately 100,000 gallons of water per day, and will be coming off this line. There will also be improvements at the Pump Station.

Council Member Melton asked if there was currently a problem with water pressure in the subdivision that is already there or at the industries. Mr. Pruitt said if the City adds flow and demand, without adding pressure, there could be a problem. He said that would need to be determined through a hydraulic model. Mr. Hefton said part of this project is the hydraulic model, at a cost of \$94,000.

Council Member Stevenson asked if the Booster Pump Station would help protect the industries downline if there is a water main break, so they don't have to go offline. Mr. Pruitt said their situation probably won't change because the lines will keep the same pressure, but the City will be able to pull from a different source.

They will be able to pull water out of the Southwest Elevated Tower, which they are not able to do at this time. He added that in the absence of electricity, they will be able to get water out of the tank. Basically, there will be a second source.

Council Member Teamann asked about the rate of return on the investment. Mr. Philpott added that all these engineering design projects are dependent on the development happening. The idea is to get a design and a plan, so the staff knows what is happening, but actual construction can be delayed until development is happening. By doing this, the City can be “ready with a solution” as development occurs and not be months behind, waiting on a design.

Mr. Pruitt added that if the award of bid is approved today, the staff anticipated that they would be ready to break ground in July 2021.

Council Member Melton verified that the money for the design project is already budgeted and available.

COUNCIL MINUTES – JUNE 1, 2020

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6622, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6623 – APPOINTING A VOTING MEMBER TO THE TECHNICAL ADVISORY COMMITTEE OF THE SHERMAN-DENISON METROPOLITAN PLANNING OFFICE
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, APPOINTING A VOTING MEMBER TO THE TECHNICAL ADVISORY COMMITTEE OF THE SHERMAN-DENISON METROPOLITAN PLANNING ORGANIZATION.

**RES 6623
APPOINT MPO VOTING
MEMBER TO
TECHNICAL ADVISORY
COMMITTEE**

Mayor Plyler said Item D4 would be taken separately since it was the only item left on the Consent Agenda.

ACTION TAKEN.

Motion by Council Member Howeth to adopt Resolution No. 6623, as presented. Second by Council Member Melton.

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

VOTING NAY: None.

MOTION CARRIED.

**REQUEST TO ADVERTISE
PROPOSALS FOR A GENERATOR AND UNINTERRUPTED
POWER SUPPLY (UPS) AT THE SHERMAN MUNICIPAL
BUILDING**

**REQ TO ADVERTISE
MUNICIPAL BLDG
GENERATOR &
UNINTERRUPTED
POWER SUPPLY**

Council Member Melton asked to remove Item E2 from the Consent Agenda for consideration in its regular order of business.

Council Member Melton asked why the staff was recommending this project, since the City has gone “years without it.” Ms. Lawrence said there are currently two batteries that need to be installed. There are servers on the third floor of the Municipal Building. If there is a power outage, they would suffer a really “hard shutdown,” which could damage the servers and cause the City to lose data. Restoring a backup can take days.

Under an alternate power supply, with a generator, this would allow the staff to do a more orderly shutdown to preserve the servers and the equipment. Up to this point, the City has not suffered a severe power outage that has damaged the equipment.

Council Member Melton asked for an estimate of cost for the equipment. Ms. Lawrence said the money was actually budgeted last year and carried over as an encumbrance to this year. Shawn Hackworth, IT Manager, estimated that the cost

COUNCIL MINUTES – JUNE 1, 2020

of the equipment would be about \$65,000, including installation.

Ms. Lawrence added that the generator would not run power for the offices, it would only be for the IT servers and the equipment. It gives them enough time to perform an orderly shutdown. Mr. Hackworth added that it would also keep the servers up so the Police and Fire Departments could use their remote mobiles.

Council Member Teamann said there will probably be many items in the budget that the City will have to forgo this year. He verified that the current agenda item is a request to advertise to determine the actual cost. The actual decision to purchase will be made at a later date. Council Members will consider any award of bid at a later date.

ACTION TAKEN.

Motion by Council Member Melton to approve the request to advertise for the purchase and installation of a Generator and Uninterrupted Power Supply for the Municipal Building, as presented. Second by Council Member Stevenson.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6620 – RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN’S INDUSTRIAL AND COMMERCIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, RENEWING GUIDELINES AND CRITERIA FOR THE CITY OF SHERMAN’S INDUSTRIAL AND COMMERCIAL TAX ABATEMENT PROGRAM TO PROMOTE DEVELOPMENT/REDEVELOPMENT IN CERTAIN AREAS OF THE CITY.

**RES 6620
GUIDELINES &
CRITERIA FOR
INDUSTRIAL &
COMMERCIAL
TAX ABATEMENT
PROGRAM**

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6620, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6621 – AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT TO FUND EXPENDITURES INCURRED DUE TO THE PUBLIC HEALTH EMERGENCY WITH RESPECT TO THE CORONAVIRUS DISEASE 2019 (COVID-19), DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT,

**RES 6621
COVID-19 GRANT
APPLICATION TO
FUND EXPENDITURES**

REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING SUBMISSION OF AN APPLICATION FOR A GRANT AWARDED BY THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT TO FUND EXPENDITURES INCURRED DUE TO THE PUBLIC HEALTH EMERGENCY WITH RESPECT TO THE CORONAVIRUS DISEASE 2019 (COVID-19); DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL TO ACCEPT, REJECT, ALTER OR TERMINATE THE GRANT ON BEHALF OF THE CITY.

Ms. Lawrence said the City was allotted \$55 per capita, through this grant from the Texas Department of Emergency Management, to fund expenditures incurred due to the Coronavirus Disease 2019. Total amount of the grant is about \$2.2 million.

The City can “draw down” 20% of that amount immediately. The staff will still need to document the expenses, and 75% of the money is for certain eligible expenses that meet specific guidelines.

This funding is for medical expenses and for employees that are substantially responding to the public health emergency. Twenty five percent can be used for economic programs from March 1 through December 30, 2020. The money cannot be used for revenue shortfall or anything that was previously budgeted, only for additional expenses that were incurred.

She said, within the guidelines, they can offer some utility bill, rent, and mortgage assistance with the funds. This amount will be dependent upon how many other expenses have been incurred. Also, any money that is not spent, must be returned.

Council Member Teamann verified that this money was coming from the same “pool” of money that was received by Collin County. Ms. Lawrence said the County may share it’s allocation of money with the City and the City can share it’s allocation with the County.

Ms. Lawrence said this grant is a lot of money and she would be surprised if Sherman even spends 20% of its allotment, because the requirements are very restrictive.

She reiterated that 20% of the grant is available immediately. She said there is also FEMA money available, as well as other Federal sources that have money available for some things.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6621, as presented. Second by Council Member Teamann.

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

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6624 – AUTHORIZING THE PURCHASE OF A NEW SEWER JET TRUCK FOR THE WATER UTILITIES SERVICES DEPARTMENT FROM PIPE HUNTER INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC)

RES 6624
JET SEWER TRUCK

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE PURCHASE OF A NEW SEWER JET TRUCK FOR THE WATER UTILITIES SERVICES DEPARTMENT FROM PIPE HUNTER INC. THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS (H-GAC).

Kevin Winkler, Public Works Manager, said on May 22, 2020, the City's sewer truck was involved in a single vehicle accident, which left it inoperable. This was the primary unit that is used daily to unclog choked sewers. The staff is requesting to replace that equipment as soon as possible.

The loss has been submitted to the insurance company, but they do not have a price back yet. Mr. Hefton added that the vehicle that was totaled was 11 or 12 years old, a 2008 model, and had 146,000 miles on it. He did not anticipate that the insurance would provide a lot of payoff.

Mr. Winkler said that was the only truck the City has of that style. They do have another one they are using in the interim, which is larger and has a camera on the end. The camera is causing problems for the device and gets stuck as the sewer is being unchoked. They actually had to dig up 60 foot of line to get it unchoked while using this truck.

Mr. Winkler said the truck is used every day, and if they didn't have the second truck, they would either have to rent a truck or borrow one from another City. He said it is a key piece of equipment for sewer back-ups.

ACTION TAKEN.

Motion by Council Member Stevenson to adopt Resolution No. 6624, as presented. Second by Council Member Howeth.

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

VOTING NAY: None.

MOTION CARRIED.

REQUEST TO ADVERTISE CONSTRUCTION OF EAST PARK AVENUE ROADWAY EXTENSION

REQ TO ADVERTISE
EAST PARK AVE
ROADWAY EXTENSION

Wayne Lee, Director of Engineering, said the staff was requesting to advertise for the construction of the East Park Avenue Roadway Extension, which is part of the 2009

Comprehensive Master Plan to connect East Park to Lake Avenue. The project also replaces the railroad crossing on Lake Avenue, that was washed out in 2015.

Construction should start around the end of Summer, and should be completed by next Summer. Cost of the project will be approximately \$1.1 million.

Mr. Lee said the City already has executed contracts with the railroad for the actual construction of the crossing itself. They have just received the easement agreements to cross the railroad right-of-way, and those should be executed this week.

Council Member Melton asked why the City waited so long to complete this project. Mr. Lee said the delay was due to the railroad. Council Member Teamann confirmed that there was an agreement with the railroad, “in-hand.”

ACTION TAKEN.

Motion by Council Member Teamann to approve the request to advertise for construction of the East Park avenue Roadway Extension, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

CHANGE ORDER NO. 2

WEST TRAVIS STREET PHASE II & III PROJECT; LYNN VESSELS CONSTRUCTION, LLC; \$445,000.85 INCREASE

Mr. Lee said Change Order No. 2 is to Lynn Vessels Construction, LLC, in the amount of a \$445,000.85 increase for the West Travis Street Phase II and III Project. The project will extend Steeple Chase Drive by 710 feet, and will provide an additional access point to the new high school.

The extension is being handled as a change order to expedite the construction phase of the project, since the high school is scheduled to open this Fall.

The prices for the project are the same as in the West Travis Street project, so the staff believes they are good prices. Concrete work should begin two to three weeks after they complete the concrete on the West Travis Street project.

Council Member Melton asked if the City would be saving money by completing this project now. Mr. Hefton said the actual cost came in about 30% below the projections on West Travis Street. With unit pricing, the City will be getting a 30% discount on this project too.

Deputy Mayor Steele asked if this was something that the City was always going to have to do. Mr. Hefton said, not initially. Over the last two years, the City has worked with the School District on accessibility to the high school. There are already

**CHANGE ORDER
W. TRAVIS ST
PHASE I & II**

projects on three sides of the high school, including the extension of West Travis Street, Moore Street, and the FM 1417 at Travis Street project. This project is another accessibility project on the north side of the campus.

In discussions with the School District on how they would connect in, it made sense to have an access point for them that would tie in with a City collector street to whatever development happens on the tract north of the high school. He said it was always contemplated, but as the school developed and the plans developed, the entities worked together to benefit from the “economy of scale.”

Council Member Teamann said with the 30% savings, where does the City stand on the cost of the overall contract. Mr. Philpott said, including this project, the cost is about \$1.5 million.

Council Member Stevenson said, considering the process, if they don’t approve the change order, they would have to start over, and since it still puts the City significantly under budget, Mr. Philpott said the City bid out Moore Street and Lynn Vessels was the low bidder on that project too.

ACTION TAKEN.

Motion by Council Member Stevenson to approve Change Order No. 2 to Lynn Vessels Construction, LLC, for an increase of \$445,000.85, for the West Travis Street Phase II and III Project, as presented. Second by Council Member Melton.

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

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

RECEIVE UPDATE FROM ASSISTANT CITY MANAGER CLINT PHILPOTT, P.E. ON THE CITY’S SOLID WASTE RECYCLING PROGRAM

**SOLID WASTE
RECYCLING PROGRAM**

Mr. Philpott said about two years ago the Council was presented with an update on the City’s current recycling program, which was based on the market situation at that time. China had stopped buying a large stream of the recyclable goods, glass was no longer allowed, and only #1 and #2 plastic was allowed. Cardboard, paper, and aluminum cans were still allowed.

With that in mind, the City changed their curbside pick-up to address some of those problems. One change was to allow citizens that wanted to recycle to “opt-in” to the program. Citizens that didn’t want to recycle had been using their second recycling cart as a regular trash can.

Under the current program, everyone has two carts, and if you don’t opt-in for recycling, they are two trash carts. Citizens that did opt-in for recycling had a yellow lid placed on one of

their carts to designate a recycling cart. Approximately 2,700 citizens opted-in to the recycling program. The staff also worked to increase awareness about what was allowed to be recycled.

Since that time, the contamination has been reduced, but it's still not great. One concern is that the current cost for recycling is \$150 per ton, and based on all indications, it is still being taken to the landfill, instead of being recycled. This is due to the market changes and the cleanliness of the load.

Mr. Philpott said it costs \$35 per ton to take the load directly to the landfill. The annual cost of the curbside pick-up program is \$250,000 and one of this year's budget requests was for the purchase of a new solid waste truck. Between the cost of the program and the new equipment, the cost for the program for 2021 would be \$600,000.

He added that, of the total solid waste stream produced in the City of Sherman, only 0.3% is actually being sent for recycling. This is a very small portion of the trash that is being produced by the citizens.

He showed an example of contaminated recycling that was collected in Sherman. The City pays the recycling center \$150,000 per ton to accept it and, because it is "contaminated," they take it to the landfill at a cost of \$35 per ton. Basically, the work the citizens are doing to recycle is for naught, and it is costing the City a huge amount.

Based on the current conditions, the staff is recommending to suspend the curbside recycling program on June 15, 2020. Citizens could still take their recycling to the Drop-Off Center on East Street. There will be specific containers to accept their pre-sorted recycling.

They are not recommending that the commercial recycling pick-up be discontinued. The commercial pick-up includes cardboard and plastic that are pre-sorted. The City doesn't have to pay drop-off fees for those recyclables.

Mr. Philpott said they are looking to expand the Drop-Off Center hours to help residents that wish to use it. Citizens will continue to have two trash carts, and they can both be used for regular trash.

Currently the recycling program has one driver and that person will be used to help staff the Drop-Off Center to help insure that the recyclables are pre-sorted at drop-off. The employee will also continue to serve as back-up for the residential trash service. In the past, this driver has been used to offset some of the hours needed due to the addition of sanitation customers.

Mr. Philpott said the residential trash Drop-Off Center is located on East Street, adjacent to the railroad track.

Currently, customers can drop off any bulk waste at this site, per the guidelines. The facility will be expanded to accept recycling. At this time, the Drop-Off Center is open on Thursday, from noon to 5:00 p.m., and Saturday, from 10:00 a.m. to 3:00 p.m.

The staff will need to work with the Texas Commission on Environmental Quality to adjust the hours, but plan to extend them on Thursday from 5:00 p.m. to 6:00 p.m., and on Saturday from 3:00 p.m. to 5:00 p.m. To drop off recycling, citizens will need to pre-sort the material. He said the staff feels comfortable they will be able to find a recycler that will take the sorted material and not charge more than it would cost to take it to the landfill.

Deputy Mayor Steele asked if the Drop-Off Center will be manned and would they refuse to accept co-mingled recycling. Mr. Philpott said currently there are employees at the gate that check water bills and make sure the items are on the approved list for disposal. If they are not, they are not allowed into the facility. This will also be applied to the recycling and they will assure that the recycling is clean and meets the standards before they are allowed into the Drop-Off Center.

Council Member Stevenson said to set up a recycling Drop-Off Center quickly, the current facility is probably the best location. However, he would like to explore a more convenient location, where large trucks are not entering and exiting.

Mr. Philpott said the facility needs to be manned to make sure that it's being used responsibly. If it's not manned with an employee, he said it would not be used appropriately. Council Member Stevenson said if the City's saving \$600,000, they can probably hire an employee to watch the facility.

Council Member Melton said she strongly feels that the City should be recycling, but she was not against "setting it aside" now, but she felt the City needed to better educate the citizens as to what can be recycled. She understood that the City had been offered help from Austin College to determine the best way to handle the process. She also said they need to determine who would accept more items than are currently being accepted.

Council Member Howeth was concerned that citizens think they are recycling, but because of the company being used, it's actually going into the landfill, at a much higher rate. She said this seems like the only solution, but she did want a large sign at the Drop-Off Center telling what can and can't be recycled.

Council Member Melton said citizens are still confused and think they are recycling because they have two containers, even though they actually have two trash containers. She felt

the main issue is that citizens need to be educated about recycling.

Council Member Teamann said the agenda mentioned “indefinite” suspension of the program, but after talking with the staff, this won’t be a permanent suspension. The City will be looking for options, and as market conditions change, a different program may be introduced.

Mr. Philpott said three years ago, the recycler wasn’t charging the City \$150 per ton. The staff will continue to work with local recyclers and if things change, they can reinstate curbside recycling.

Council Member Teamann also wanted to be sure a flyer was mailed to all recycling customers educating them on the new program. Mr. Philpott said a flyer will be designed and mailed to each customer that has opted in for the curbside recycling program, which is approximately 2,700 customers. Everyone else will get an ad on their water bill advising of the program. The flyer will have more detail for the existing curbside recycling customers.

Council Member Teamann also encouraged the staff to work with those individuals in attendance at tonight’s Council Meeting, that are educated in the field or work with non-profits, to find solutions that will be better for everyone.

Mr. Hefton said, for clarification, the City is not “canning” the recycling program, but it is the curbside portion that is being suspended for now. They still have the commercial program that is performing well, and for which there is still a market. The City isn’t making any money from it, but also aren’t being charged \$150 per ton either.

Residential recycling will also still be there, but in a drop-off format, not in a curbside pickup format. There are also some arrangements with some people that will allow some industrial/commercial recycling as well. The City is not abandoning the recycling program, but ceasing the curbside portion until the market recovers for co-mingled streams and there is a further cleaning of the stream.

Council Member Holland verified that the downtown recycling customers, which are commercial customers that take their recycling to the curb, will also have their service suspended.

Council Member Melton verified that there is currently one driver that ran the curbside recycling program.

Dr. Peter Schulze, 416 Ridgeview Road

Dr. Schulze felt there was a “spin” on the issue, including inaccurate information. He said people are messing up, either on purpose or by mistake, probably by mistake.

He did not feel the contamination should be contributed to the residents, and said the City should better educate them. He read an example from a City flyer that was distributed several years ago. He said the citizens don't know they are contaminating the stream. He also questioned how the driver knew a cart was contaminated.

He contacted Waste Connections, a recycler and they said they don't reject contaminated loads at the same rate the City says their loads are being rejected. They said they reject a load when it is 70% contaminated, but still process loads that are 50% to 60% contaminated. Waste Connections also said they charge \$150 per ton to cities that don't have a contract with them, but less to cities that have a contract.

Citizens have also told him it was hard for them to opt-in for the recycling program and that it wasn't working the way it was supposed to work. Those opting in never received a list of what was accepted and what was not accepted.

Dr. Schulze said recycling saves a lot more resources than you would initially imagine. He also said he, and his colleagues in Environmental Studies, would be willing to help the City any way they can, for free.

Sarah Campbell Stevens, 1712 W. McGee Street

Ms. Stevens previously worked at Austin College in the Environmental Services Department. She said the original rollout program seemed to be a very well thought out, well researched program with citizen education and impacts considered.

She said citizen education is a very important component of the program and felt there was less education recurring as the program continued. With new citizens moving to Sherman and new homeowners, she felt citizen education should be continuing constantly.

She expressed surprise about the changes in 2018 and the new changes that were being announced now. She felt "jipped" that the recycling she has been collecting has not been recycled. She also told about a neighbor that had stopped recycling because she was confused by what items were allowable. She didn't feel it should be that difficult to determine what items are accepted for recycling.

Ms. Stevens said she understood that a change in the recycling market is the underlying issue, and she asked what would be done about that.

She said Sherman is a "forward thinking" City that is hoping for new homes and development, and taking recycling to a Drop-Off Center is not a good solution.

Ms. Stevens said she was hopeful that the City would "do the right thing." She said sometimes it's hard and takes

education, and sometimes it takes help from the experts. She did not feel a substandard program would be good for the City.

Amy Hoffman-Shehan, 1503 S. Travis Street

Ms. Hoffman-Shehan, with the Texoma Earth Day Festival, felt the education flyer was very confusing, and about three-fourths of the citizens she helped sign up, think they are participating in the program now.

It was also taking months to get the “yellow lid” to participate in the curbside program. She understood that citizens could continue to use their old recycling container and they would be recycling. With long delays in getting the yellow lids and multiple types of containers, Ms. Hoffman-Shehan said it had not been a smooth roll-out.

She agreed that public education about the program has been a problem. The population changes and education must be on-going.

Ms. Hoffman-Shehan said she understood the financial situation, but felt the City should have been looking for other options. She hoped this would only be a suspension, because some citizens will be eliminated with this change. It would be good if people that live in apartments or in the County could drop-off without proving residency. It will also eliminate elderly citizens who are unable to haul their recycling to the Drop-Off Center, as well as those without a vehicle.

RECEIVE FINANCIAL UPDATE AND FISCAL YEAR 2020-2021
BUDGET OUTLOOK FROM CITY MANAGER ROBBY HEFTON
AND FINANCE DIRECTOR MARY LAWRENCE

**FINANCIAL UPDATE
& FISCAL YEAR
2020-2021 BUDGET**

Mr. Hefton said this report is a pre-cursor to the Budget Workshop, as well as a financial update. He referenced COVID-19 and things the staff has done to address the financial impact of the pandemic. The monthly sales tax detail is being used to develop the budget for FY 2020-2021, and to gain an understanding of the financial impact that the COVID situation has on the potential recession that may be coming.

The staff has placed a freeze on open positions, implemented on a case-by-case basis; looked at essential operations vs non-essential operations, and is making adjustments, such as with the curbside recycling. He said they are reviewing various programs to “scrape together” the needed funds. They have also looked at accessing reserves from the Solid Waste Fund and the Group Health Care Fund.

He said there are eight or ten National indicators that would show the Country is in a recession. Every one of these indicators is a “yes,” some a strong yes. These indicators point toward a recession. Some of the City’s information is contradictory to a recession.

Sherman’s unemployment is the highest it has been in decades at over 10%. That’s high unemployment, but Mr.

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Hefton said it is still lower than the National average of about 15%. The solid waste volumes are also up 2% this year, which is contradictory.

He said housing starts are up 45% for January through May, 2020, versus 2019. Retail sales for March were down, but they are down less than they are nationally.

Mr. Hefton said the big question as the Council moves forward in developing the budget for 2021, is how deep and wide and long is the recession going to be, and what will the financial impact be to the City of Sherman. Also, how will that information be used to build the budget for the City of Sherman.

Ms. Lawrence said for FY 2019, the General Fund ending reserves were \$250,000 below FY 2018, but they had been projected to be down by \$600,000. For FY 2020, the reserves will be down quite a bit.

Some of the revenue will be offset with a \$1.1 million additional transfer-in from the Group Health Fund to offset the \$1.5 million shortfall in sales tax and property tax. The Group Health Fund has almost three years of good claim performance.

Personnel expenses are above budget, primarily from the way the City calculates FLSA overtime in the Fire Department.

In the Utility Fund, ending reserves were up from FY 2018. She said this effect will also be seen in FY 2019 and FY 2020. There will be some debt service that “comes on line” in 2019 and 2020. However, the full effect won’t be seen until FY 2021. The challenge in the Utility Fund will be to fund the debt service for the projects and improvements at the Wastewater Treatment Plant.

The Utility Fund and the Solid Waste Fund will both receive transfers-in from the Group Health Fund, which will refund some of the premiums they paid into that fund.

Ms. Lawrence said the ending reserve in the Solid Waste Fund looks good for 2020.

The projected fund balances as of September 30, 2020 are expected to be \$7.3 million in the General Fund, which will be \$1.2 million below the budget, and would have been more without the transfer from the Group Health Fund. That should still be 64 days of reserves.

She said the State Comptroller released their numbers for sales tax this afternoon. The State’s tax revenue was down 13.2% versus the previous year. She said that was good news, because she thought it would be more.

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Ms. Lawrence said the “bright spot” was the Group Health Fund. The fund was performing better than they expected.

The revenue from sales tax, fines and penalties, recreation, and the pool are affected by the COVID-19 situation. She also explained a graph of the sales tax history.

Ms. Lawrence said the Utility Fund is fine. The Debt Service line item is where the projects are listed.

Council Member Melton asked if the City had lost water sales because of all the rain this year. Ms. Lawrence said the City has lost water sales, but residential is surprisingly up. That was not the case last year. There has been a significant increase in the number of accounts

Water usage for the industries is down, however some have been limiting their operations because of the COVID-19 emergency.

There is 62 days of reserves in the Solid Waste Fund. They also plan to transfer some excess funds from the Solid Waste Fund to the General Fund. There should be another payment from the Texoma Area Solid Waste Authority next year.

The General Improvement Fund mostly includes the debt funded projects such as Pecan Grove Park, Travis Street West, and Moore Street.

Ms. Lawrence presented the new value and growth in existing property which amounts to about a 12% increase over the prior year. The new value is about \$150 million total. Final numbers will be received from the Grayson Appraisal District at the end of July 2020.

Mr. Hefton presented an update on the City’s debt and listed the bond summary and the corresponding projects. He also presented expected future bond needs and listed the years they were expected.

There will be some challenges with the Solid Waste Program including the contamination of the curbside recycling waste stream, the lack of a market for the mixed recycle stream, and the COVID-19 challenges.

At the current levels of activity, Mr. Hefton said TASWA is generating revenues, where the excess reserves could be redistributed back to the member cities to help with their budgets. These distributions could help with the budget in 2020 and in 2021. The first distribution is expected sometime in 2020, but no check has been received.

Mr. Hefton said the General Fund is the focus of the FY 2021 Work Plan, and they really don’t know how to project the revenues. If projections are accurate, they will be in the 60 day

range, but if the projections aren't accurate, it will be in the 50 day range.

They are assuming transfers from TASWA for the Solid Waste Fund, and the Utility Fund is in "okay" shape. Without the transfers that were presented earlier, the deficit would be about \$2 million in the General Fund, this year.

Priorities for the General Fund are to maintain the current level of service, not add a lot of capital projects and capital spending, no change in rates in the General Fund, taking care of employees, a limited approach to development, and doing more planning activities rather than construction activities. There may be some proposals to increase rates in the Utility Fund and for the initiation of impact fees.

A focus on commercial development that is ongoing includes the Bel Air PD, Sherman Crossroads continued pad site development, the Munson PD, and others that will be identified later. Also continued residential development, especially in the southwest portion of the town, however there is also some development in the northwest portion as well. The Council has also discussed the Impact Fees

Mr. Hefton said the workplan also continues to focus on the infrastructure for both thoroughfares and the utility system. This includes a rate study for the water and sewer system and Master Plans for both systems. There will also be discussions about bulk water sales to customers in southern Grayson County.

Mr. Hefton presented the financial expectations for the upcoming budget. For the General Fund, they expect property tax values to be up \$350 to \$400 million for increased values plus new property added for \$1.3 million in revenue; expect sales tax revenues to be flat versus 2019; but group health costs are the bright spot.

He said there will need to be a discussion about Utility Fund rate increases and Impact Fees. He did not expect change to the Solid Waste rates or Stormwater Fee.

Currently, Sherman falls in the middle or the lower end of the water rate comparison for cities our size. Sherman is at the lower end of the wastewater rate comparison.

Mr. Hefton said he had spoken with Council Members about their needs or desires, and he said the resounding theme is a focus on "keeping the wheels on the bus," maintaining the current level of service, and finishing what was started. He asked for more discussion at the Budget Work Shop.

The staff has had discussions, internally, about what should be done in light of the budget situation and the needs. He said no action is required for this agenda item, however there are

some citizens in attendance that would like to speak on the item.

There have been internal conversations about what needs to be done at The Splash, because of the situation with COVID-19 and the length of time it would take to get the facility up and running, and lifeguards trained.

At the current time, Mr. Hefton said if the staff started today to try and prepare The Splash to open, it would be late June before it could open. The pool would need to be filled and the employees would need to be trained. If that was the case, it would probably be a “limited scope” of activity because of the numbers.

Currently The Splash costs about \$300,000 to \$350,000 per year net loss, above revenue collected, to keep the facility open.

Warren Essin, 2508 Shoreline Drive

Mr. Essin said the citizens need something for the kids and The Splash would be good. People are worried about COVID-19, but in 2018, in Texas, 10,000 people died from the flu. From January 2019 to today, in Texas, there have been 1,650 deaths from COVID-19.

He did not feel this was a good reason to close The Splash. He said the children should be having fun, rather than dealing with everything that’s going on in the Country.

Laura Baca, 1502 N. Lockhart Street

Ms. Baca said, in the past, her kids have been lifeguards at The Splash. She said UV rays and chlorine kill viruses. Statistics now show that COVID-19 is declining and there are benefits to sunlight and its effect on the virus.

She said Sherman needs The Splash for morale, and to see it shut down would be a constant reminder that the economy is down and things are shut down. She said people need to have fun, the kids are bored, and they need to have something to do and some place to go and have fun. They are sitting at home, playing video games, and watching Netflix.

Ms. Baca said for the last seven years, at least one of her kids have been a lifeguard at The Splash. They work, save their money, and spend it during the year.

She understood it cost the City money to run the facility, but said it’s needed for morale, and it creates community. The lifeguards that work there will spend their money in Sherman, and this is indirectly good for the local economy. She asked the City Council to open The Splash.

Elizabeth Raney, 2908 Anthony Drive

Ms. Raney said she has worked at The Splash for the last five summers, this would have been her sixth year. Every year has

it's challenges, and this year it would have been COVID-19. They would have had to clean off the chairs, but it wouldn't have been any different than any other summer.

She said the kids need to have an escape. She has been home since March 12, 2020, with their her parents and little brother, and she needs to see her friends. Her hope has been that The Splash will open so she can see friends.

She said The Splash has made her an adult and she can see how her "boss" for the summer has also grown up. She said it has truly made them adults. She agreed that it makes the community come out together, and is a wonderful thing.

She said four boys recently passed away in Durant, Oklahoma, and the kids need to find something else to do.

Bill Brennan, 847 Tate Circle

Mr. Brennan appeared in support of opening The Splash and said his daughter had worked as a lifeguard in the past, at the facility. He wanted to support what the other citizens said and said he felt the same way.

He said he felt it was not about the COVID-19 virus, but that The Splash was a "money loser." He felt "you need to spend money to make money."

Mr. Brennan said you need to get people out of their house for their own mental health. He felt it was "more of a plandemic than a pandemic." The States are beginning to open up and he felt it was important to get back to some kind of normalcy. Mr. Brennan said the swimming pool is important to the community for their mental health and the healing process.

He said his daughter has worked at The Splash for the past couple of years and is completely stressed out about not having this job. He asked the Council to consider opening The Splash for the summer and also to extend the timeframe it is open until Memorial Day.

Mr. Hefton said the cost to the City of about \$350,000 annually, is assuming that it is open the same hours and the same length of time. He said a calculation could be done for the cost for the rest of the summer or for a shortened season.

Theresa Hutchinson, Parks and Recreation Manager, said they "ran some numbers" for shortened hours and being open three, four, and six days per week. She said the occupancy is now at 25% and their total occupancy is 400, which would mean only 100 could be inside the facility at any time. She said it might actually be at 50% by the time they could open.

Her calculations indicated that if 300 people came to the pool every day, for six days, for the seven weeks they would schedule to be open, it would bring in about \$63,000 in

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revenue. However, cost of the staff would be \$69,000. They could reduce the number of days from that point.

She said they originally had 30 applications for lifeguard, but some had accepted other jobs. Currently there are 27 certified lifeguards that would be willing to work. With 27 lifeguards, they could manage to be open four days per week. If they had 33 to 40 lifeguards, they could open six days per week. This would be for a six hour day.

Council Member Melton asked if there would be any issue if there are people inside the facility, with a line outside waiting to enter the facility. Ms. Hutchinson said they sometimes have lines now, they would just need to manage them outside, and incorporate social distancing.

They would also need to have additional people for sanitizing and social distancing. She expressed concern about managing social distancing in a pool where 70% of the patrons are children under the age of 15.

Mr. Hefton said there are multiple issues including what is the net cost under the different scenarios; there is no social distancing with three year olds and how would that be managed by pool staff; and they might look at not doing kid's swim lessons or cabana rentals. It would be a "scaled down" version of what is normally offered. He said many pools are not opening, and some that are open are under a limited scenario.

He said the staff is taking all this under consideration, however he would like to have the April sales tax numbers. He said if the cost is about the same as the revenue, under a reduced model of operations, that might be a different discussion. They would like to determine what impact a limited opening might have. He said there is no requirement that the City Council take any action. This is a staff decision, but they did want to take the Council's input into consideration.

Council Member Howeth asked if the season could be extended to Labor Day. Ms. Hutchinson said they typically start losing staff at the beginning of August because of all the school activities starting up.

Deputy Mayor Steele asked about the attendance on a normal day at The Splash. Ms. Hutchinson said normally they serve about 1,000 people a day on Saturdays.

Council Member Stevenson said they normally have long lines waiting to get into the pool. He was concerned about the number of people waiting outside to get into the pool. These people could become angry and frustrated. He asked to see a plan for dealing with this situation. Mayor Plyler said it might have to be a reservation type situation. He confirmed that The Splash brings in about \$120,000 annually.

Mr. Hefton said there are issues with training and safety, as well. Under State guidelines, lifeguards are supposed to get weekly training. This is “hands-on” training with no separation or distancing. He said the City needs to keep employees safe too. Ms. Hutchinson said they are required to provide one hour of training per week, as a Class C Municipal Pool.

Council Member Howeth said these young people want to work, and she asked if there were other summertime jobs that they might hold.

Council Member Teamann said it is not a Council decision, however he encouraged the staff to look at a reservation plan if they did open The Splash. He also urged them to always side with caution. Ms. Hutchinson said the Governor only allowed water parks to open this past Friday.

Ronald Aycock, 220 E. Houston

Mr. Aycock asked if you put these kids back in the swimming pool and in line, and one of them catches the Coronavirus, who is liable for it. Council Members agreed that is a good question.

CONSIDER CHANGING THE LOCATION OF THE CITY COUNCIL’S BUDGET WORKSHOP CALLED FOR JUNE 25-26, 2020

**COUNCIL BUDGET
WORKSHOP
(JUNE 25-26, 2020)**

Mr. Hefton said this item is to consider scheduling the annual Budget Workshop in the same location where it was held last year. This location is very comfortable and gives the staff a chance to provide a good bird’s eye view of the projects.

He proposed that the Council change the location to Schulman’s Movie Bowl Grille for June 25 and June 26, 2020. The plan is for a one day meeting, however the second day is always considered in case it is needed.

ACTION TAKEN.

Motion by Council Member Howeth to change the location of the City Council’s Budget Workshop on June 25-26, 2020, to Schulman’s Movie Bowl Grille, located at 110 East FM 1417 and US Highway 75, as presented.

Council Member Stevenson felt the Council needed to discuss the issue. Council Member Howeth rescinded her motion.

Deputy Mayor Steele said they were “beat up” a little last year for the additional cost. Mr. Hefton said the cost of having it there is about the same cost as having it at the City. The cost is really in the food and is about the same at either location.

Council Member Melton said there is more room for social distancing at Movie Bowl Grille. Council Member Teamann said they are one of the only large venues in Sherman, but he did not want to make a habit of going to the same place every year. It should be spread around to other businesses.

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Mr. Hefton said the staff was also considering social distancing and that venue allows for distance to spread out.

Council Member Stevenson felt there were negative aspects of going to another location. He felt the meeting should be held in the City's facility and should be catered. Council Member Teamann and Council Member Holland agreed that it should be held at the City.

Council Member Howeth asked if the Municipal Ballroom would be a better location for social distancing. Mr. Hefton said there is more room to spread out than in the Council Chambers.

At this time the meeting is scheduled to be on the Municipal campus.

MEDIA QUESTIONS

There were no media questions.

COUNCIL COMMENTS

ANIMAL SHELTER RENOVATIONS

Council Member Melton thanked everyone that participated in the Animal Shelter renovations. It has now opened.

MEALS ON WHEELS

Council Member Melton said if any citizens are bored and want something to do, volunteers are needed for the Meals on Wheels Program. There are not enough volunteers to deliver meals each weekday.

PARK STREET THOROUGHFARE

Council Member Howeth said it has been a battle for many years to get the improvements on Park Street. She said Lake Street collapsed in 2015 and has been barricaded since that time.

Through the improvements, the street will connect with US Hwy 75 and will make for easier access for southeast Sherman residents. She said it has been a battle to move this project forward, but was excited to see that the thoroughfare would eventually connect that part of town with the Municipal Airport.

RECYCLING PROGRAM

Deputy Mayor Steele said his family does recycle, however this was a tough decision that the Council needed to make. He said he would like additional information on the market and on what other cities are doing. He said there is a discrepancy in what the company says they will accept and what the City says they actually collect.

Deputy Mayor Steele said he was not a "big fan" of the bulk pick-up. He said the City has been educating citizens for years, and they still don't follow the rules. He said, at the end of the day, the almighty dollar dictates.

MEDIA QUESTIONS

ANIMAL SHELTER RENOVATIONS

MEALS ON WHEELS

PARK STREET THOROUGHFARE

RECYCLING PROGRAM

He said if there is a way to get the recycling to market and it is profitable, he was “for” it. But if it’s a program that is offered for a few citizens, and the City has offered another alternative, that’s okay too.

GRAYSON COUNTY JUDGE’S APPEARANCE

Council Member Teamann thanked Grayson County Judge Bill Magers for his appearance thanking the law enforcement personnel, Council Member Holland, Mr. Hefton, and Mr. Steele for their role in facilitating a peaceful protest for citizens. He said he appreciated people expressing their First Amendment rights and said that went in such a way that shined a light on this community. He said he appreciated the entire process of the peaceful protest.

**GRAYSON COUNTY
JUDGE’S
APPEARANCE**

UPCOMING BUDGET WORK SESSION

Council Member Teamann said the upcoming Budget Work Session is the first look at the budget. With new values going up by 12%, and with many citizens seeing their property tax bills at 200% to 300% over their past year value, he felt the Council should consider the rollback rate.

**UPCOMING BUDGET
WORK SESSION**

The City has the ability for an 8% increase, and the staff is not proposing an increase now, but given the 12% increase in the values, he felt the City should consider the rollback rate. The City is also planning to take away some of the services this year because of the COVID-19 situation. He felt the Council should “look at that” to offset some of the “take-aways” from the citizens.

EMPLOYEES INVOLVED IN ACCIDENT

Council Member Teamann said two City employees were recently involved in an accident and one employee is still hospitalized. He asked everyone to keep them in their thoughts and prayers.

**EMPLOYEES
INVOLVED IN
ACCIDENT**

RECENT CITIZEN PROTEST

Council Member Holland thanked everyone that recently came out for the protest. He said it was a “scary situation” and he didn’t know what to expect. When he heard there was going to be a protest, he contacted Mayor Plyler, Mr. Hefton, and Mr. Steele to make sure things didn’t escalate. The protest started with 100 people at Fairview Park.

**RECENT CITIZEN
PROTEST**

He said it was “nerve-wracking” for businesses and for citizens. However, this City, this County, and the surrounding cities that were involved handled the situation with very few incidents. The citizens stood for justice and for the people of this town. They protested, as they planned, and then they were gone.

He said the protest “worked out great” between the Police Department, the County, and the citizens, and it was a great feeling. He said Sherman is a class area. Council Member Holland thanked everyone involved.

SHERMAN IS A COMMUNITY THAT CARES

Council Member Stevenson said there is currently a recession, the Cronavirus, and rioting in the streets in the big cities, and things seem pretty bad. But, Sherman has “community.” We are a community that will show up and wade through the “boring stuff” so they can tell us when the pool will be open and about the recycling program.

There was a protest and people from the community attended, and it’s really easy for anyone that wants too, to become involved in the community. “Our community cares” and as long as the community cares, all the other stuff will work itself out.

No matter what happens, there will be input from the citizens, and that’s what they need most. He said it was easier to make a tough choice when the citizens tell them what they want.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The first Hot Summer Nights concert will be held June 4, 2020, and will feature the band “Time Machine.” Extra precautions will be used to make sure the events are COVID-compliant. They will also be streaming the concerts online.
- Coffee with the Mayor will be held June 5, 2020, at 9:00 a.m., at Guild Mortgage. A “very special musical guest” will make an appearance.
- Don’t forget to return your Census information as soon as possible. The Census determines a wide variety of Federal and State funding for our area, so we want to ensure everyone is counted.

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

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

SHERMAN IS A
COMMUNITY THAT
CARES

ANNOUNCEMENTS

EXECUTIVE SESSION

THE STATE BAR OF TEXAS
CLEARLY CONFLICTS WITH THIS
CHAPTER

SECTION 551.074 --

**PERSONNEL MATTERS:
DELIBERATE THE APPOINTMENT,
EMPLOYMENT, EVALUATION,
REASSIGNMENT, DUTIES,
DISCIPLINE, OR DISMISSAL OF A
PUBLIC OFFICER OR EMPLOYEE**

**CONSIDER THE QUALIFICATIONS,
APPOINTMENT AND REMOVAL OF
MEMBERS TO BOARDS AND
COMMISSIONS:
CIVIL SERVICE COMMISSION (2)**

**SHERMAN HOUSING AUTHORITY
(3)**

SECTION 551.087 --

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

On Motion duly made and carried, the Open Meeting recessed
and reconvened in Executive Session at 7:26 p.m.

On Motion duly made and carried, the Executive Session
recessed at 7:52 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

**CONSIDER THE QUALIFICATIONS, APPOINTMENT AND
REMOVAL OF MEMBERS TO BOARDS AND COMMISSIONS:
CIVIL SERVICE COMMISSION (2)
SHERMAN HOUSING AUTHORITY (3)**
ACTION TAKEN.

**CIVIL SERVICE
COMMISSION &
SHERMAN HOUSING
AUTHORITY**

Motion by Council Member Howeth to reappoint Keith
Carlisle to the Civil Service Commission, for a term from
June 7, 2020 to June 7, 2023, and to reappoint Dr. Al
Hambrick for a term from July 18, 2020 to July 18, 2023,
and to reappoint Janet Roy, Craig Anthony Davis, Sr., and
Thurman Jackson to the Sherman Housing Authority, for
a term from June 1, 2020 to June 1, 2022. Second by
Council Member Stevenson.

COUNCIL MINUTES – JUNE 1, 2020

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

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 7:53 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



Recycling Program Update

June 1, 2020

Recycling Program

- In 2018 Council was presented an update to City's recycling program.
 - Market changes now required very low contamination
 - No glass is allowed
 - Specific Plastics only (#1 and #2)
 - Clean cardboard / Select Paper
 - Aluminum cans, Steel / Tin cans

The Curbside Portion on the City's Recycling Program

- The program was changed to help solve some of the problems.
- City changed the trash rates and number of carts per residence.
 - All residential customers have two carts (included in Base Fees).
 - If a Resident wants to participate, they are required to Opt-In to the curbside recycling program and will have a yellow lid installed on one of their carts.
- Staff increased education on what can be recycled and how to help reduce the contamination.

The Curbside Portion on the City's Recycling Program

- Currently
 - Contamination has been reduced but still not great.
 - The current cost for recycling is \$150/Ton and then it is taken to the landfill by Waste Connections, not recycled.
 - Cost for City to take load directly to landfill is \$35/Ton.
 - Annual cost for the curbside program is about \$250,000
 - Projected 2021 program cost increases to about \$600,000 to pay for new equipment and ongoing operations.
 - Of the total solid waste stream produced by Sherman less than 1% is being sent for “recycling”.

The Curbside Portion on the City's Recycling Program



Curbside Staff Recommendation

- Residents will continue to have two trash carts but both will be used for trash and picked up at the same time.
- We will expand the drop off center to accept sorted recycling.

Curbside Program

- Suspend effective June 15th

Drop off Center

- Allow drop off Recycling during set hours.

Continue Commercial Pickup

- Compacted Card Board
- Front load Pick Up

Curbside Program Budget

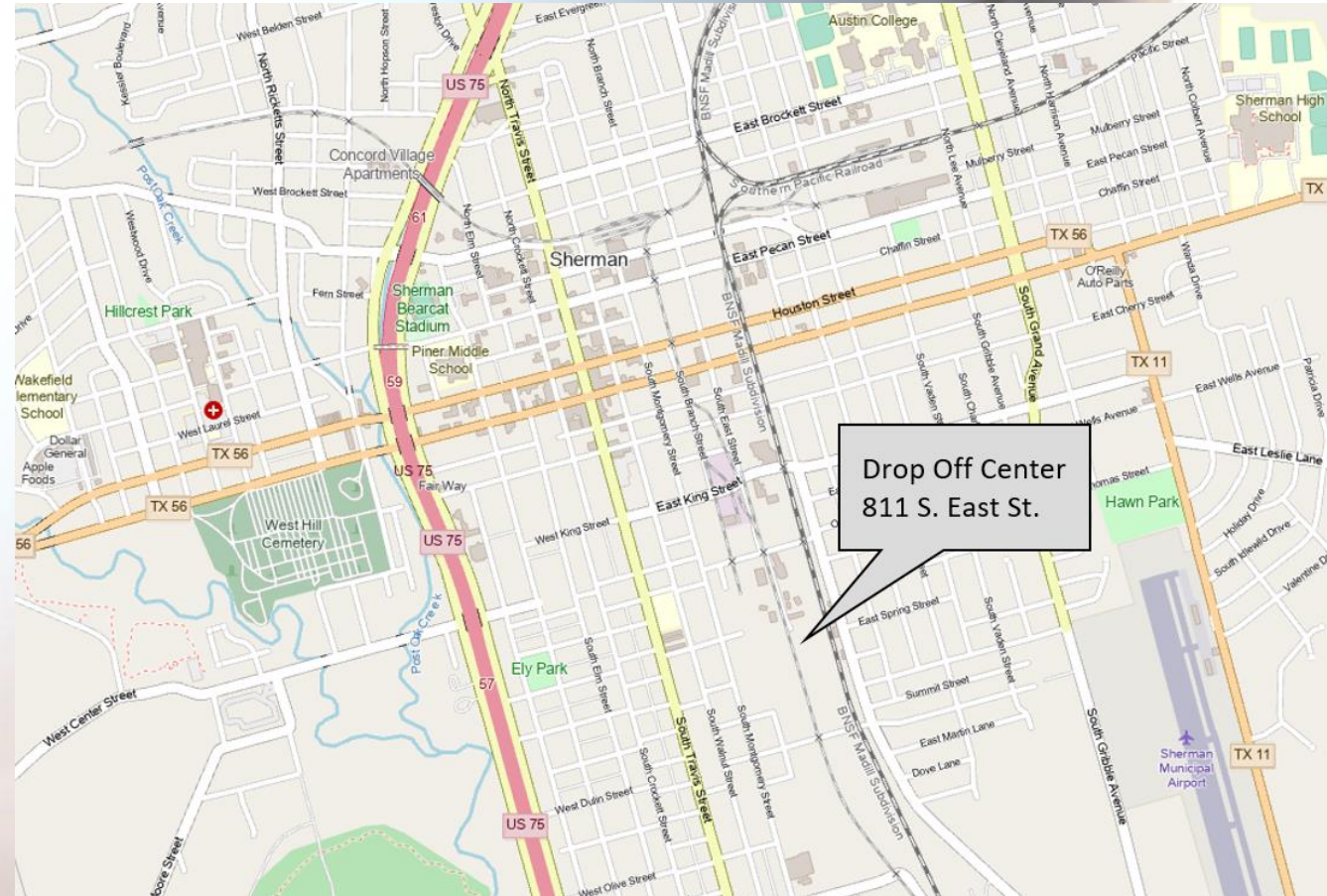
Class	Est. Cost
2020 Current Year	\$250k
2021	\$600k

- Curbside now has 1 Driver
- This driver will help man recycle drop off center.
- The driver will continue to backup residential trash pickup.
- Recycle Truck will be moved to Residential trash route.
- An additional route will be needed soon to keep up with growth.

Residential Drop Off Center

811 S. East Street

- Hours of Operation
Tues & Thurs 12pm-5pm
Sat. 10am-3pm
- Working with TCEQ to expand hours to 6pm during week and 5pm on Saturday.
- Residential Customers will be able to bring pre-sorted recycled material.
- Ensures a higher level of contamination control.





Recycling Program Update

June 1, 2020



Financial Update

June 1, 2020

Response to COVID Financial Impact

- Monitoring sales taxes in detail in order to project FY20 and FY21 effects
- Freezing open positions
- Evaluating essential operations and temporarily or indefinitely suspending where appropriate, e.g.
 - Splash – temporary
 - Curbside recycling - indefinite
- Calling-in amounts due from outside – TASWA (FY20 and FY21)
- Sale of land
- Reshuffling excess reserves
 - Group health transfers to operating funds
 - Solid Waste to General

What are Indicators of Recession?

- Unemployment – 14.7% (highest rate since Great Depression)
- Money Supply – up significantly (boosted by Fed Reserve putting money in circulation to stimulate economy)
- Producer Price Index – down
- Gross Domestic Product – down 5% in Q1 2020
- Housing Starts – down 30% in past two months
- Stock Market – down 20% from high
- Inflation (CPI) – up only .6% in past year
- Retail sales – down 8% for March, 16% for April
- Consumer confidence – down to 72.3 from 98.2 year ago

YET.....

Local Indicators...

- Unemployment – 10.4% (lower than national average)
- Solid Waste Volumes – UP 2% in March/April 2020 vs. March/April 2019
- Housing Starts – UP 25% calendar YTD 2020 vs. 2019
- Retail sales – down 5% for March vs. 8% nationally

So the question remains...how long, deep, wide will the recession and recovery be for Sherman?



Financial Update - Operations

Financial Update Summary

General Fund

- FY2019 ending reserves \$250k below FY2018
- FY2020
 - Reserves down \$1.2k
 - Revenues - \$1.1M additional transfer-in from Group Health Fund to offset \$1.5M shortfall in sales tax and property tax
 - Expenses - Personnel expenses above budget – FD FLSA overtime

Utility Fund

- FY2019 ending reserves up \$300k from FY2018
- FY2020 projected revenue slightly below budget excluding \$280k from Group Health; FY2020 expenses slightly below budget

Solid Waste Fund

- FY2019 ending reserves about \$800k
- FY2020 projected revenues above budget - TASWA

Financial Update Summary

Projected Fund Balances as of Sept. 30, 2020

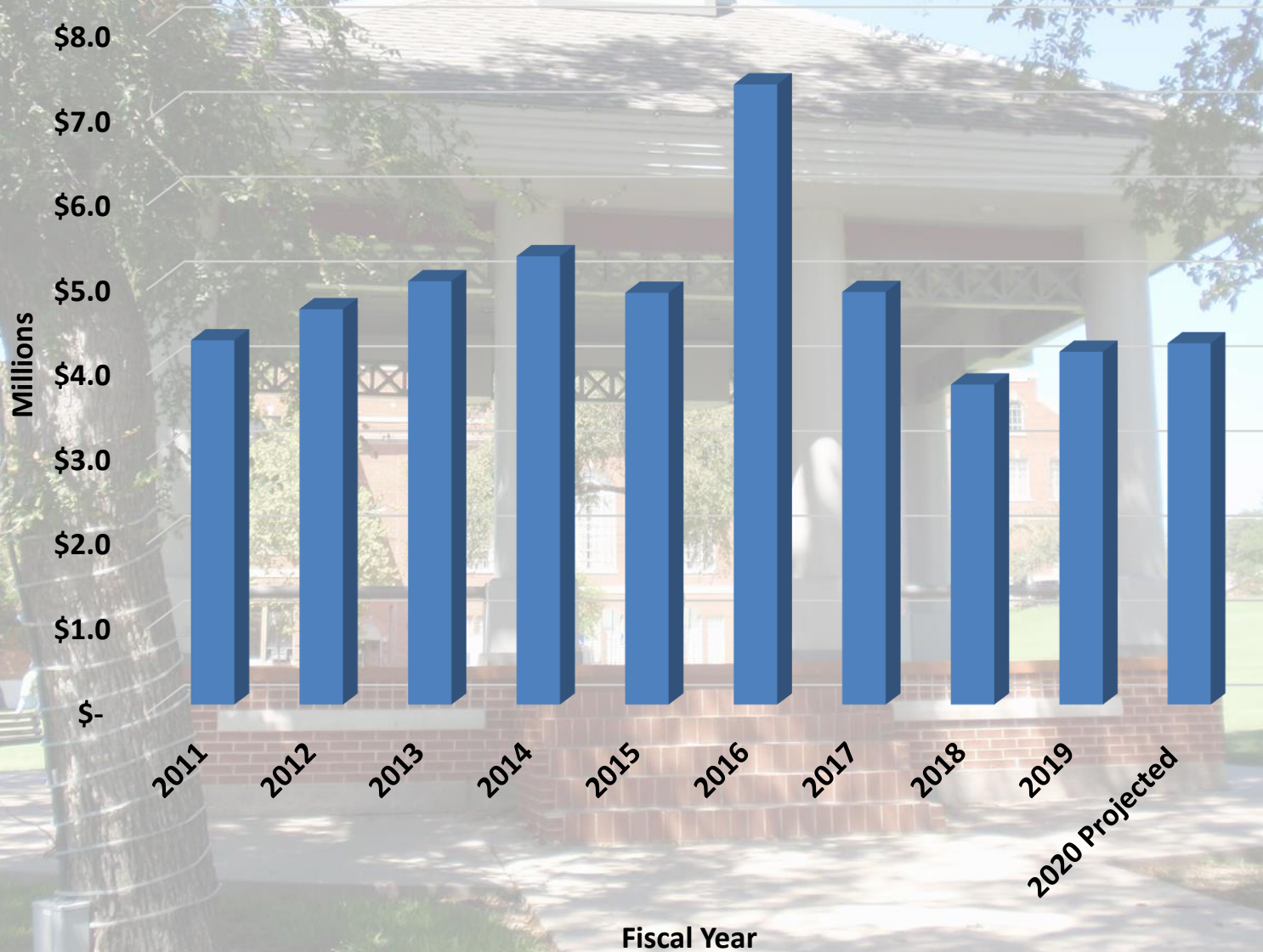
- General Fund - \$7.3 million
 - \$1.2M below FY20 adjusted budget
 - Reserves would have been down \$2 million, without \$1.1M transfer from Group Health
 - 64 days reserves
- Utility Fund - \$4.9 million
 - FY19 ending reserves up \$900k vs projections
 - FY20 ending projected **\$900k better** than budget (\$500k from FY19, \$400k from FY20 performance)
 - 73 days reserves
- Solid Waste Fund - \$1.3 million
 - \$350k above FY20 budgeted
 - 62 days reserves

Financial Update Summary

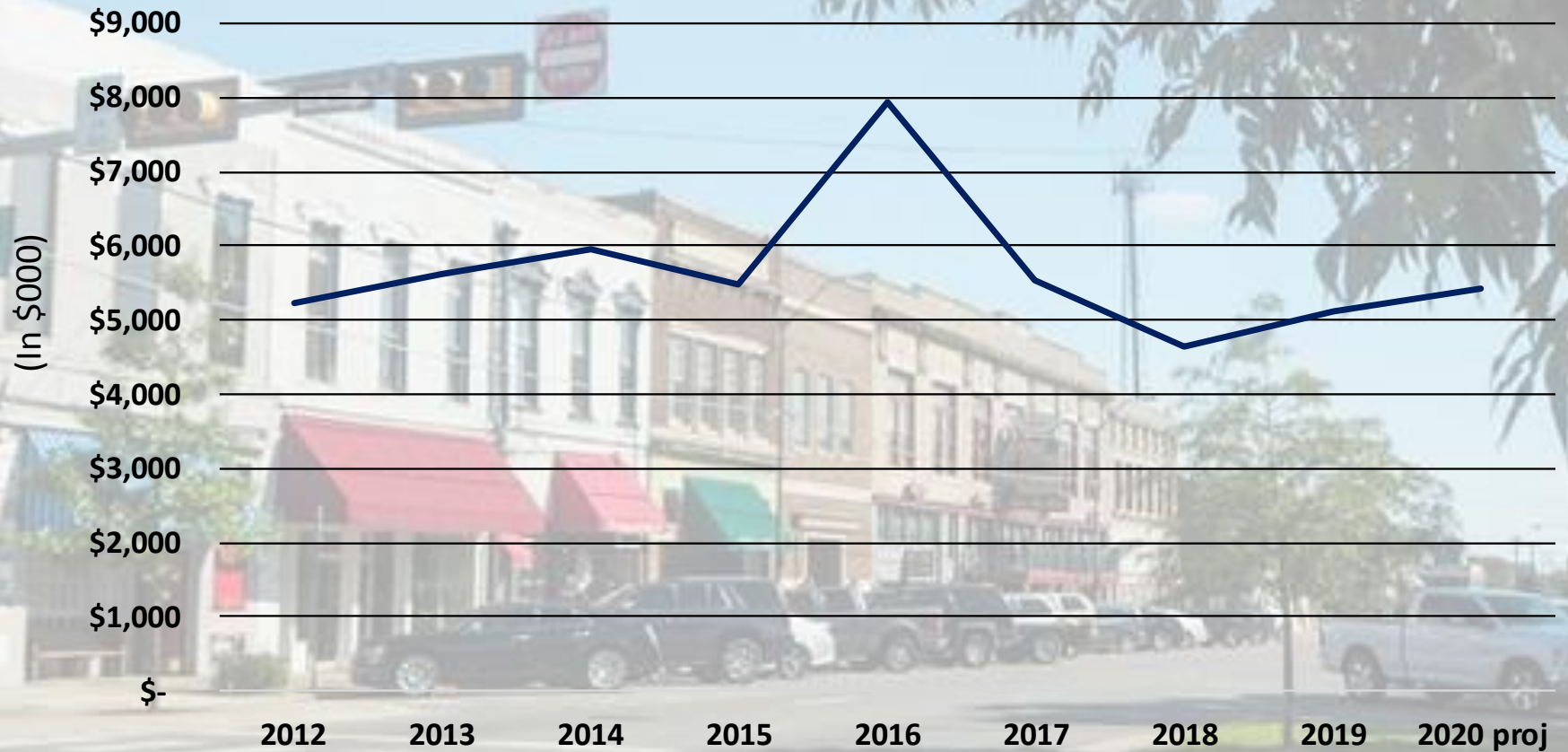
A Bright Spot – Group Health

- Projected claims are down \$900k vs budget for FY20
- FY2019 performed better than expected, so ending FY19 fund balance was up \$400k
- Transfer of excess reserves back to operating funds in FY20

Group Health Claims



Group Health Plan Cost History - TOTAL



City of Sherman GENERAL FUND

	Actual 2018-2019	Adjusted Budget 2019-2020	Projected 2019-2020
Beginning Fund Balance	\$ 8,701,198	\$ 8,344,554	\$ 8,439,877
Revenues			
Property Tax	9,484,956	11,591,600	11,016,700
Sales Tax	17,679,235	18,265,000	17,332,000
Franchise Tax	2,883,662	2,975,000	2,879,000
Other Taxes	150,197	161,200	160,940
Fines & Penalties	588,648	608,150	463,150
Recreation	278,420	334,000	37,900
Licenses & Permits	691,323	667,400	665,200
Rentals	32,922	41,450	31,295
Cemetery	244,188	216,100	216,000
Sales & Service	593,033	593,020	718,252
Ambulance Service	1,555,158	1,602,800	1,450,700
Interest Income	232,302	170,000	120,000
Grant Revenue	293,901	316,170	287,950
Intergovernmental	404,055	265,369	301,769
Miscellaneous Revenue	388,277	304,050	225,418
Total Revenues	35,500,279	38,111,309	35,906,274
Transfers In	2,877,999	3,019,000	4,157,480
Total Revenues and Transfers In	38,378,278	41,130,309	40,063,754
Total Funds Available	38,378,278	41,130,309	40,063,754
Expenditures			
Personnel	27,100,198	29,130,775	29,494,174
Supplies	1,652,632	1,623,278	1,615,707
Repair & Maintenance	1,497,264	1,789,215	1,676,505
Utilities	1,029,443	1,060,790	1,019,880
Information Technology	595,901	714,170	779,655
Services & Charges	2,605,900	2,960,614	2,848,573
Vehicle Usage	1,857,708	1,749,710	1,631,057
Capital Expenses	325,816	1,060,984	1,069,083
Fleet Services & Charges	1,266,258	795,950	879,183
Transfers Out	708,480	132,000	232,000
Total Expenditures	38,639,599	41,017,486	41,245,816
Excess Revenues over Expenditures	(261,321)	112,823	(1,182,062)
Ending Fund Balance	\$ 8,439,877	\$ 8,457,377	\$ 7,257,814

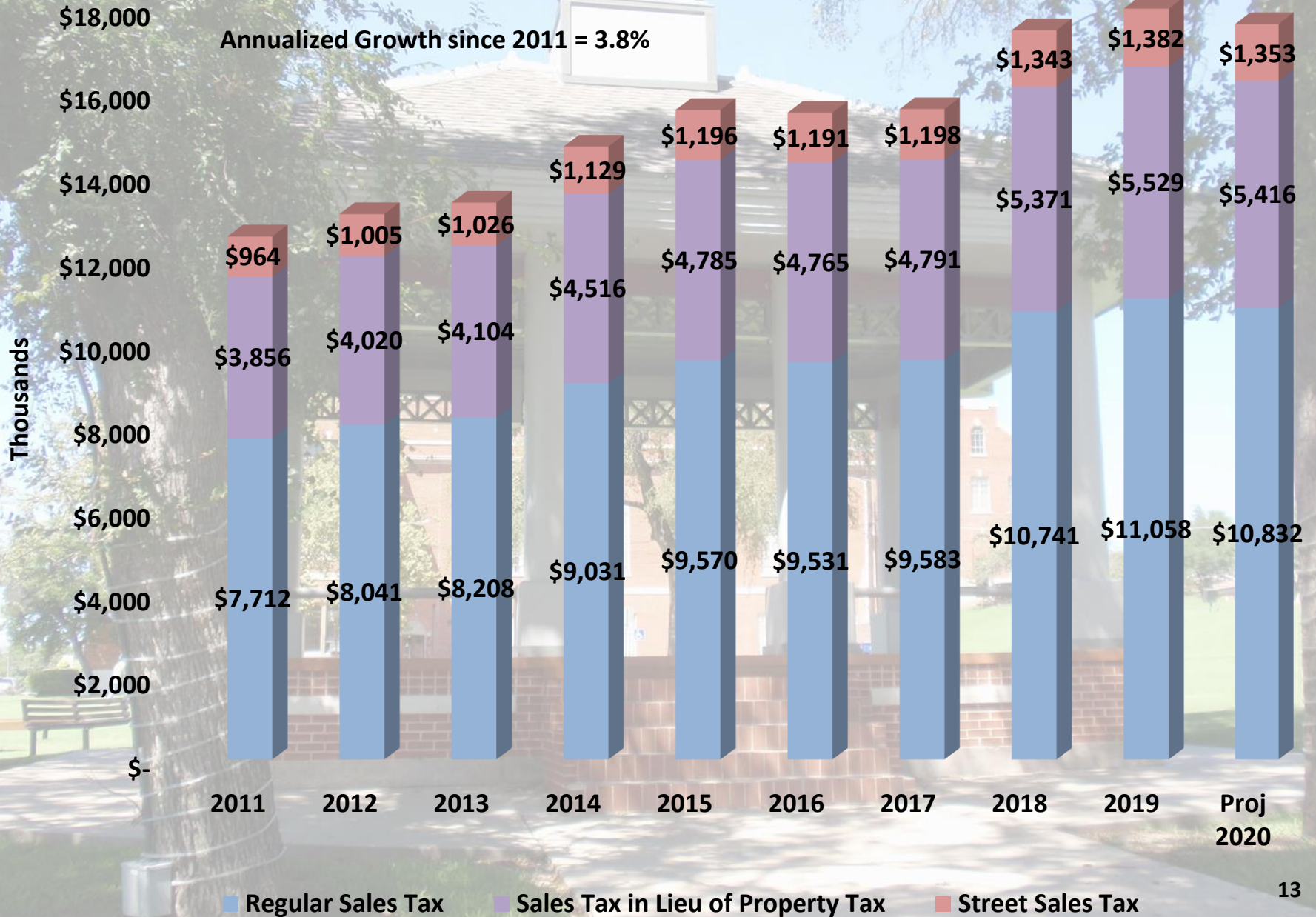
Sales Tax History

(excluding Street tax)



Sales Tax

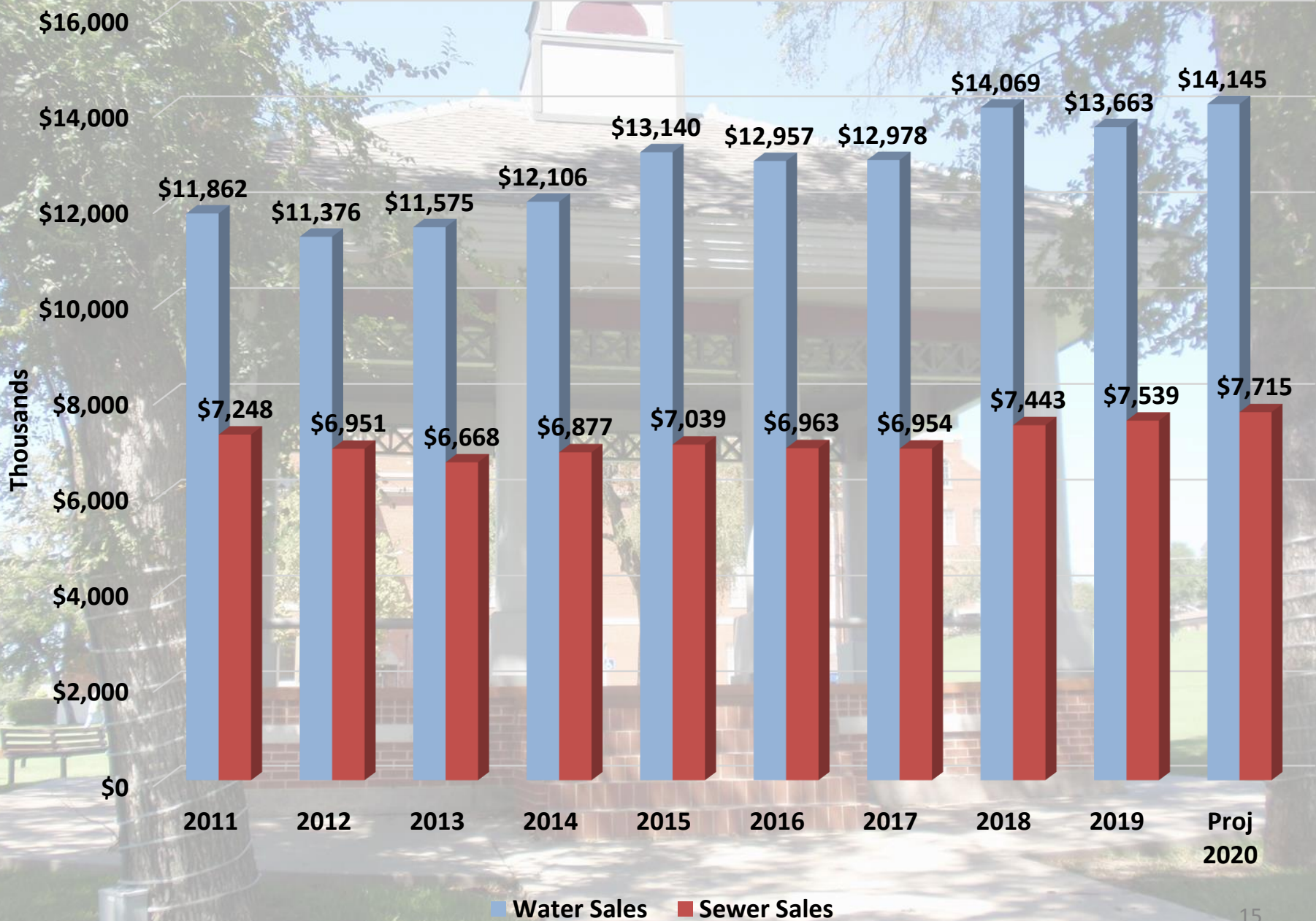
Annualized Growth since 2011 = 3.8%



City of Sherman UTILITY FUND

	Actual 2018-2019	Adjusted Budget 2019-2020	Projected 2019-2020
Beginning Reserve	\$ 5,216,729	\$ 4,984,976	\$ 5,509,055
Revenues			
Water Sales	13,663,016	14,185,000	14,145,000
Sewer Sales	7,538,820	7,747,000	7,715,000
Laboratory	144,989	141,500	145,000
Service Charges & Penalties	614,929	550,000	532,000
Charges for Services	168,209	159,500	154,600
Interest Income	135,837	65,000	40,000
Intergovernmental	729,804	427,783	409,783
Miscellaneous Revenue	88,168	92,000	192,600
Total Revenues	23,083,772	23,367,783	23,333,983
Transfers In	161,000	214,000	494,000
Total Revenues and Transfers In	23,244,772	23,581,783	23,827,983
Total Funds Available	28,461,501	28,566,759	5,509,055
Expenditures			
Personnel	6,248,689	6,568,963	6,547,042
Supplies	1,526,260	1,763,774	1,483,687
Repair & Maintenance	1,881,013	1,842,292	2,452,958
Utilities	1,569,964	1,667,890	1,709,160
Information Technology	191,407	212,000	231,460
Debt Service	6,811,811	7,758,867	7,193,512
Services & Charges	1,344,473	1,739,754	1,808,180
Vehicle Usage	424,339	426,620	453,432
Fleet Services & Charges	483,741	132,553	132,553
Capital Expenses	348,750	285,300	267,307
Total Expenditures	20,830,446	22,398,012	22,279,290
Transfers Out	2,122,000	2,179,000	2,179,000
Total Expenditures and Transfers Out	22,952,446	24,577,012	24,458,290
Excess Revenues over Expenditures	292,326	(995,229)	(630,307)
Ending Reserve	\$ 5,509,055	\$ 3,989,747	\$ 4,878,748

Water and Sewer Revenues



City of Sherman SOLID WASTE FUND

	Actual	Adjusted	Projected
	2018-2019	2019-2020	2019-2020
Beginning Fund Balance	\$ 1,130,816	\$ 829,730	\$ 809,463
Revenues			
Solid Waste Service	6,862,544	7,277,000	6,891,000
Service Charges & Penalties	61,540	70,000	84,000
Interest Income	7,252	10,000	800
Miscellaneous Revenue	28,791	422,000	1,024,500
Transfers In	-	-	140,000
Total Revenues	6,960,126	7,779,000	8,140,300
Total Funds Available	8,090,942	8,608,730	8,949,763
Expenditures			
Personnel	1,796,810	2,024,936	2,025,801
Supplies	247,829	296,562	305,789
Repair & Maintenance	62,475	75,412	80,904
Utilities	27,048	27,500	29,840
Information Technology	49,703	51,840	56,600
Services & Charges	2,160,466	2,167,410	2,189,661
Vehicle Usage	1,145,250	1,123,590	1,040,920
Capital Expenses	24,900	-	22,560
Fleet Services & Charges	850,000	850,000	850,000
Transfers Out	917,000	1,054,000	1,054,000
Total Expenditures	7,281,479	7,671,250	7,656,075
Excess Revenues over Expenditures	(321,353)	107,750	484,225
Ending Fund Balance	\$ 809,463	\$ 937,480	\$ 1,293,688



Financial Update - Capital Improvement and Debt

City of Sherman

GENERAL IMPROVEMENT FUND

	Actual	Adjusted	Projected
	2018-2019	Budget 2019-2020	2019-2020
Beginning Fund Balance	\$ 20,359,413	\$ 15,867,436	\$ 19,280,728
Revenues			
Transfers In	700,000	-	-
Intergovernmental	-	-	870,500
Grant Revenue	73,237	-	-
Interest Income	535,661	750,000	300,000
Miscellaneous Revenue	100,000	3,000,000	-
Debt Proceeds	20,000,000	-	-
Total Revenues	21,408,899	3,750,000	1,170,500
Total Funds Available	41,768,312	19,617,436	20,451,228
Expenditures			
Facilities	1,441,371	60,000	992,884
Parks	3,449,949	750,000	1,515,762
Streets	17,383,432	14,200,000	11,209,677
Other	212,833	-	-
Total Expenditures	22,487,585	15,010,000	13,718,323
Excess Revenues over Expenditures	(1,078,686)	(11,260,000)	(12,547,823)
Ending Fund Balance	\$ 19,280,727	\$ 4,607,436	\$ 6,732,905

City of Sherman

GENERAL IMPROVEMENT FUND

	Actual	Adjusted	Projected
	2018-2019	Budget 2019-2020	2019-2020
Beginning Fund Balance	\$ 20,359,413	\$ 15,867,436	\$ 19,280,728
Revenues			
Transfers In	700,000	-	-
Grant Revenue	73,237	-	-
Interest Income	535,661	750,000	300,000
Miscellaneous Revenue	100,000	3,000,000	-
Debt Proceeds	20,000,000	-	-
Intergovernmental	-	-	870,500
Total Revenues	21,408,899	3,750,000	1,170,500
Total Funds Available	41,768,312	19,617,436	20,451,228
Expenditures			
⁽¹⁾ Library Remodel	18,725	-	-
⁽¹⁾ Taylor St Extension Eng & ROW/McGee St Ext	347,469	700,000	6,000
⁽¹⁾ FM 1417 (82 to 56) Eng, ROW & Match	2,547,922	-	1,963,785
⁽¹⁾ Travis St West	3,473,149	7,000,000	4,842,000
⁽¹⁾ Lamberth Rd Thoroughfare	1,000	-	2,500
⁽¹⁾ Friendship ROW 56 to Lamberth	49,936	-	11,588
Lake Street Repair	6,647	-	-
⁽²⁾ Downtown Streetscape	176,182	-	-
⁽¹⁾ Swan Ridge Extension	-	1,200,000	-
⁽¹⁾ Park Ave Realignment	-	1,200,000	10,000
Remodel at Station 5	149,923	-	12,150
⁽¹⁾ Bridges-Travis/Center/McGee	-	400,000	41,140
⁽¹⁾ Fire Station 4 Relocation	399,310	-	-
ESC Expand tool room	1,167	-	-
ESC Loft & shelving for storage building	4,695	-	-
Lamar Green Space	12,683	-	-
Senior Center Patio West Side	7,010	-	-
Storage & Backup	34,525	-	-
Finance Remodel	58,439	-	2,226
Library Parking Lot	42,030	-	-

City of Sherman
GENERAL IMPROVEMENT FUND

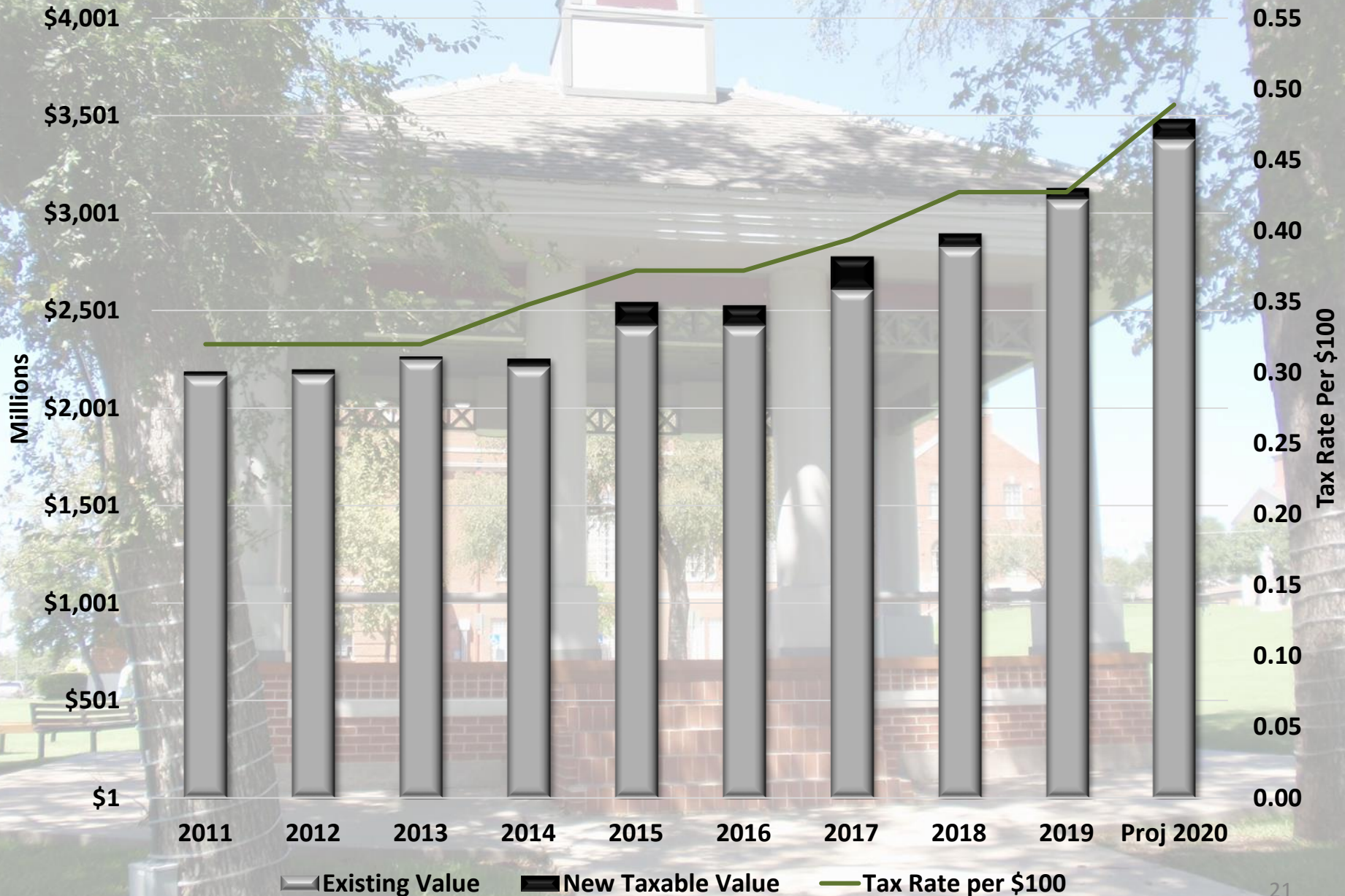
	Actual 2018-2019	Adjusted Budget 2019-2020	Projected 2019-2020
ESC Roof Replacement	6,000	-	-
Police Dept Repeaters	178,308	-	-
Master Plan Parks	38,679	-	-
Police Dept Exterior Renovation	112,222	-	229,604
(1) TxDOT Ramp at 1417 & 75 (TIRZ #7 N bound exit)	328,633	-	-
(1) Pecan Grove Ball Fields	3,347,136	500,000	1,366,263
(1) Legacy Blvd	1,592,209	-	-
UB Remodel	5,184	-	40,000
Police Firing Range	70,374	-	103,522
(1) Fire Station #4 Phase II EMS Bldg	13,050	-	-
Renovate Cemetery & Maint Bldg	9,047	60,000	150,953
Taylor St Gym/Roof	50,210	-	-
Pecan Grove Maint Bldg	-	-	50,000
Pecan Grove Ph II	10,950	-	-
Quail Run Extension Park	-	250,000	-
ESC Spray Insulation windows	-	-	50,000
(1) TxDOT 1417 & W. Travis Intersection	148,914	700,000	1,804,990
Pecan Grove Basketball Courts	40,501	-	99,499
Library Park	82,664	-	17,691
(1) Flanary Rd and Progress Dr Ext/Imp	95,408	2,000,000	100,000
Station #3 Remodel	28,993	-	-
(1) TxDOT - Hwy 75 Gap Project	8,190,138	-	-
(1) Moore St - Travis to Park	285,266	1,000,000	1,000,000
(1) Fallon Drive	105,330	-	727,674
Fire Station #1 Repairs	4,790	-	-
(1) Steeplechase Dr Extension	17,651	-	400,000
EMS Building - Frisco Rd	377,538	-	377,538
Munson Planned Development	17,578	-	-
(1) Hilre Drive Extension	-	-	300,000
Fire Station #4 Shower Repair	-	-	9,200
Total Expenditures	22,487,585	15,010,000	13,718,323
Excess Revenues over Expenditures	(1,078,686)	(11,260,000)	(12,547,823)
Ending Fund Balance	\$ 19,280,727	\$ 4,607,436	\$ 6,732,905

(1) Debt Funded

(2) Partial Grant Funding

(3) Not funded

New Value and Growth in Existing Property



A photograph of a white gazebo with a brick base and a small cupola on top, set in a park with trees and a brick building in the background. The gazebo has a white roof and columns, and a small cupola with a red arched window on top. The base is made of red bricks with a set of steps leading up to it. The gazebo is surrounded by trees and a brick building is visible in the background.

Debt Update

CO Bond Summary

	2016 C.O.	2017 C.O.	2018 C.O.	2019 C.O.	
	(in millions)	(in millions)	(in millions)	(in millions)	Total
TxDOT Projects	\$ 1.6	\$ 0.2	\$ 4.7	\$ 11.2	\$ 17.7
<i>Thoroughfares</i>					
Friendship Road - Eng + ROW	1.1	-	-	-	1.1
Lamberth Rd	-	0.8	-	-	0.8
Canyon Creek	2.3	0.3	-	-	2.6
Swan Ridge	0.1	0.9	-	-	1.0
Travis St West	0.1	2.5	5.4	1.4	9.4
Legacy Blvd	-	-	-	2.0	2.0
Taylor/Washington Eng + ROW	-	1.2	0.5	1.2	2.9
* Northgate Drive	-	-	1.0	-	1.0
Moore from Travis To Park (2 lanes)	-	-	-	1.5	1.5
Steeplechase Drive Ext	-	-	-	0.3	0.3
Park Ave Realignment (net)	-	-	1.0	0.5	1.5
Flanary/Progress	-	-	-	1.5	1.5
Hilre Drive Extension	-	-	-	0.3	0.3
Moore St FM 1417 to Travis	-	-	-	0.1	0.1
<i>Facilities</i>					
Library	1.7	-	0.8	-	2.5
Fire Station #4	-	3.0	1.0	-	4.0
<i>TIRZ</i>					
TIRZ #5 Sherman Crossroads	-	4.0	-	-	4.0
TIRZ #6 Sherman Landing	-	3.0	-	-	3.0
TIRZ #7 Legacy Village	-	2.4	-	-	2.4
<i>Bridges</i>					
Travis/Center/McGee	-	0.5	-	-	0.5
<i>Parks</i>					
Pecan Grove West Ballfields	-	-	4.8	-	4.8
Totals	\$ 6.9	\$ 18.8	\$ 19.2	\$ 20.0	\$ 64.9

Outstanding CO/GO Debt

(in 000)

Description	Interest	Principal	Total
2004 TIF #1	\$ 62	\$ 685	\$ 747
2016 CO	\$ 1,415	\$ 6,085	\$ 7,500
2017A Stormwater	\$ 1,113	\$ 3,480	\$ 4,593
2017 CO	\$ 5,948	\$ 16,825	\$ 22,773
2017 Refunding	\$ 1,257	\$ 6,804	\$ 8,061
2018 CO	\$ 8,967	\$ 18,510	\$ 27,477
2019 CO	\$ 9,212	\$ 18,695	\$ 27,907
	<u>\$ 27,974</u>	<u>\$ 71,084</u>	<u>\$ 99,058</u>

Expected Future Bond Needs

Projects	FY21	FY22	FY23+ or TBD
<i>Thoroughfares</i>			
* Bel Air PD - Legacy Blvd, Others	X	X	
Friendship Road			X
FM 1417 - SH 56 to Travis			X
* Moore St/Munson PD	X	X	X
McGee/Taylor/Washington			X
Lamberth			X
Preston Club			X
<i>Facilities</i>			
Police Dept	X	X	
Pecan Grove Phase II		X	X
Central Fire/Station #6	X	X	X
* TIRZ/Development Project			



OTHER ISSUES

Solid Waste Stuff

Challenges

- Curbside recycling program (mixed stream) still has too much contamination
- Market for mixed recycle stream is in the dumps (literally)
- COVID-19 challenges are presenting a need to preserve all available cash
- TASWA cash reserves –
 - Short term - Distribution of excess reserves is expected in 2020
 - FY 2021??



FY2021 Workplan

Workplan Focus for FY2021

- Overall Focus

- General Fund sustainability is THE PRIORITY
 - Maintain current level of service
 - Protect employees' jobs/pay
 - Essential services take priority
 - Capital spending for only essential needs
 - No tax rate increase, no trash rate increase
 - Preserve fund balances, but utilize if needed to maintain level of service
 - Minimize adding new positions
 - RESERVE transfers from other funds, as available

Workplan Focus for FY2021

- Compensation

- Series of two “one-time” adjustments, Fall and Spring; evaluate in Spring for second adjustment
- Market adjustment for PD
- No new positions
- HSA distribution to employee accounts

- Facilities

- Police Facilities
 - Get “shovel-ready” plans - site acquisition + design complete
- Fire Facilities
 - Evaluate use of Central, continue Station #6 planning

- CIP/Capital Expenses

- Finish our workplan – streets and parks, esp.
- Public Safety – PD and FD apparatus
- CIP projects to be driven by development activity

Workplan Focus for FY2021

- Growth and Development
 - Commercial Development
 - Bel Air PD – development agreement to be finalized and start moving dirt???
 - Sherman Crossroads – continued pad site development
 - Munson PD – Moore Ave extension (1/2)
 - Others – to be identified later
 - Residential Development
 - Continued various single/multi-family – Brookstone, Quail Run, Preserve, Pebblebrook Phase IV
- Impact Fee implementation

Workplan Focus for FY2021

- Continued focus on finalizing infrastructure development
 - Thoroughfares
 - Planning and construction via development agreements, particularly in PD's,
 - Hwy 1417 ROW purchases, SH56 to W Travis
 - Utility System – Planning focus
 - Water and sewer master plan development (phased approach)
 - Utility Rate study
 - Bulk water sales to customers in southern Grayson Co.
 - NW sewer construction

Financial Expectations/Focus for FY2021

- General Fund

- Expect property tax values to be up \$350 - \$400 million for increased values + new property added = \$1.3 million revenues
- Expect sales tax revenues to be flat vs. 2019 (we hope)
- Group health costs bright spot

- Utility Fund

- Consider rate adjustment of 2%

- Solid Waste Fund

- Indefinite suspension of curbside recycling to save \$600k for FY21
- Continue pressing TASWA to make appropriate distributions

Expected Rates and Fees – FY2021

- Property Tax Rates – no change
- Utility Rates – consider phased changes
- Solid Waste Rates – no change
- Stormwater Fee – no change
- Impact Fees – adopt and implement (still in drafting stages)

Water Rates Comparison – 5k

City	Population	5,000 Gal.	10,000 Gal.
Weatherford	31,836	\$68.55	\$110.66
Leander	59,838	\$65.90	\$90.45
Princeton (NTMWD)	13,894	\$56.67	\$94.17
Melissa (NTMWD)	12,117	\$50.07	\$79.62
Haltom City	44,417	\$47.80	\$86.80
Cibolo	30,563	\$45.90	\$77.90
Little Elm	50,314	\$43.25	\$75.20
Burleson	47,282	\$40.59	\$65.14
Bedford	49,528	\$40.40	\$61.70
Keller	44,940	\$40.27	\$109.02
Hurst	39,160	\$39.41	\$75.31
Wylie	51,585	\$39.26	\$67.56
The Colony	42,721	\$38.72	\$60.57
Eules	56,160	\$35.89	\$62.03
Sherman - Proposed	42,462	\$34.94	\$51.61
Sherman	42,462	\$34.25	\$50.60
Rosenberg	38,061	\$30.78	\$56.28
Deer Park	33,931	\$29.61	\$56.11
Duncanville	39,826	\$29.04	\$51.11
Weslaco	41,171	\$28.30	\$41.85
Harker Heights	31,857	\$27.91	\$44.91
Grapevine	53,982	\$26.58	\$46.83
Friendswood	40,181	\$26.03	\$40.53
Lufkin	36,333	\$23.94	\$41.29
Nacogdoches	33,932	\$23.50	\$40.05
Huntsville	41,521	\$22.76	\$48.63
Seguin	30,006	\$20.20	\$40.40
Texarkana	37,679	\$18.15	\$36.40
AVERAGE		\$36.74	\$62.95

Water Rates Comparison – 10k

City	Population	5,000 Gal.	10,000 Gal.
Weatherford	31,836	\$68.55	\$110.66
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AVERAGE		\$36.74	\$62.95

Wastewater Rates Comparison – 5k

City	Population	5,000 Gal.	10,000 Gal.
Melissa (NTMWD)	12,117	\$60.90	\$99.35
Duncanville	39,826	\$52.13	\$93.23
Wylie	51,585	\$50.60	\$50.60
Burleson	47,282	\$45.76	\$72.36
Little Elm	50,314	\$44.86	\$68.41
Haltom City	44,417	\$41.80	\$71.30
Princeton (NTMWD)	13,894	\$40.67	\$79.61
Keller	44,940	\$40.08	\$62.08
Weatherford	31,836	\$37.00	\$75.65
Friendswood	40,181	\$35.00	\$47.00
The Colony	42,721	\$34.50	\$54.15
Hurst	39,160	\$33.68	\$54.43
Deer Park	33,931	\$30.84	\$59.39
Nacogdoches	33,932	\$30.40	\$55.65
Euless	56,160	\$30.31	\$49.61
Bedford	49,528	\$29.83	\$46.93
Huntsville	41,521	\$28.98	\$54.53
Leander	59,838	\$28.78	\$42.98
Cibolo	30,563	\$26.40	\$51.15
Harker Heights	31,857	\$26.24	\$42.69
Rosenberg	38,061	\$24.30	\$39.80
Lufkin	36,333	\$24.11	\$43.91
Grapevine	53,982	\$23.46	\$45.21
Weslaco	41,171	\$23.43	\$32.28
Texarkana	37,679	\$22.44	\$41.82
Sherman - Proposed	42,462	\$20.78	\$34.98
Sherman	42,462	\$20.37	\$34.29
Seguin	30,006	\$13.92	\$27.84
AVERAGE		\$32.91	\$54.69

Wastewater Rates Comparison – 10k

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Seguin	30,006	\$13.92	\$27.84
AVERAGE		\$32.91	\$54.69

Budget Approach FY2021 – Council Identified

OVERALL APPROACH

- Maintain current level of service
- Finish what we started, in the way of capital projects especially
- Minimize any rate increases, no tax increase, no Solid Waste fee increase
- Minimize capital spending, except as related to specific development
- Take care of employees

SPECIFIC OPERATIONAL ITEMS/PROJECTS

- Various day-to-day suggestions or smaller capital projects, e.g.,
 - Brockett/Broughton intersection, Senior Center updating, continue City cleanup efforts + junk cars, take care of employees via EAP

Council Support - What we need support for...

- Continued progress on various developments in the pipeline already
- Employee-related initiatives
- Council to expect possible mid-year changes to FY21 Budget depending on results coming out of recession
- Utility Rate increase for FY21 (2%), overall rate study during FY21
- Various planning efforts, such as Water/Sewer Master Plan & rate study, Public Safety facility project planning



FY2020 Work Plan Update

2020 Council Direction

Page 1 of 2

★ Completed

★ In-progress

Compensation and Staffing

- ★ *Add full time employees as presented*
- ★ *Adjust Public Safety and other pay*
- ★ *Provide a cost of living pay increase of 2.5% for all City employees*

Fleet

- ★ *Purchase necessary fleet/equipment*

Rate Adjustments

- ★ *Implement Utility CIP projects*
- ★ *Adjust solid waste rates for commercial and residential programs*
- ★ *Change property tax rate*

Street/Stormwater Program

- ★ *Additional personnel for FY19 for Stormwater, evaluate program for FY20*
- ★ *Additional funding for equipment*

Street Sales Tax

- ★ *Hold Street Sales Tax election*

2020 Council Direction

Page 2 of 2

Police Department Planning

★ *Site selection and acquisition*

General CIPs and related debt

★ *Implement CIP projects*

★ *Fire Station EMS/Storage Building*

2020 Other Notables

Hwy 75 “Gap” project - TxDOT

- ✓ Project underway
- ✓ Segment I (Hwy 1417 to Park Street) estimated completion by end of 2020
- ✓ Total project completion 2022/2023

FM1417 Widening - TxDOT

- ✓ Project underway
- ✓ Utility relocation underway, bridge over Sand Creek underway
- ✓ Total project completion 2022

Heritage Ranch Planned Development

- ✓ Discussions begun with developer
- ✓ PD submittal expected by end of 2020

Prior Initiatives Update

Page 1 of 3

Legacy Village (Schulman MBG)

- ✓ Phase II (Hotel/conference center) planning ongoing as part of Bel Air planning
- ✓ Lone Star open

Sherman Crossroads

- ✓ QT open, McDonalds under construction, other pad sites sold
- ✓ Medical Office Building open and occupied

Sherman Landing

- ✓ QuikTrip open, Legacy Bank open

Legacy Blvd

- ✓ Phase I complete
- ✓ Phase II to be coordinated with Bel Air Village development

Prior Initiatives Update

Page 2 of 3

Bel Air Village PD

- ✓ Plan approved in 2019
- ✓ Discussion resumed on development agreement (target date for agreement is summer 2020)

Munson Planned Development

- ✓ Plan approved in 2019
- ✓ Sanitary sewer construction underway, to be completed summer
- ✓ Moore Street engineering underway, complete in summer 2020; construction by end of 2021

FM 1417/Travis land

- ✓ Land to be sold in 2020/2021

STATE OF TEXAS §
 June 15, 2020
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 June 15, 2020.

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

MEMBERS ABSENT: NONE.

CALL TO ORDER

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

CALL TO ORDER

CITIZEN'S REQUESTS

There were no citizen's requests.

CITIZEN'S REQUESTS

PUBLIC HEARING

AMENDMENT TO THE FINAL STATEMENT/ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2019

Mayor Plyler asked if any citizens wanted to discuss the Amendment to the Final Statement/Action Plan for the Community Development Block Grant for Program Year 2019.

CDBG AMENDMENT
FOR PROGRAM YEAR
2019

Mary Lawrence, Director of Finance, said this public hearing was for an Amendment to the City's Community Development Block Grant. As part of their entitlement, the City will receive an additional \$250,000 of funding for the COVID-19 response.

Several of the existing agencies, such as the Grayson County Shelter, Child & Family Guidance Center of Texoma, Boys & Girls Club of Sherman, and Four Rivers Outreach are taking additional funding because of demands on their services, due to the pandemic.

The City is also funding Grand Central Station, House of Eli, and Sherman Youth Sports Association, which have not been funded before. Approximately \$87,000 of the grant will be used for the Emergency Assistance Program for low-to-moderate income citizens. They can receive assistance for housing, mortgage or rent; childcare; and utilities. A small part of the grant funding will be used for Program Administration.

No citizens appeared before the City Council to discuss the Final Statement/Action Plan for the Community Development Block Grant for Program Year 2019.

Mayor Plyler introduced Ordinance No. 6298 and called for a public hearing:

ORD 6298
SUP FOR

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 TAXIDERMY STUDIO IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2207 GALLAGHER DRIVE, BEING A PART OF LOTS 12-15, BLOCK 2, REDICK ADDITION, CONTAINING 1.57 ACRES (DAVID PIERCE, OWNER); 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.

TAXIDERMY STUDIO
(2207 GALLAGHER DR)

Rob Rae, Director of Development Services, said the Specific Use Permit is for a Taxidermy Studio in a C-2 (General Commercial) District, located at 2207 Gallagher Drive.

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

David Pierce, owner, appeared to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6298.

Mayor Plyler introduced Ordinance No. 6299 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 MINI-WAREHOUSE FACILITY (AFFORDABLE STORAGE) IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM HIGHWAY 1417) OVERLAY DISTRICT AT 1300 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING LOTS 2-6, BLOCK 6, HERITAGE FARMS ESTATES, A REPLAT OF LOT 2, BLOCK A, COUNTRY RIDGE ESTATES NO. 10 (WYLDEWOOD HOMES, OWNERS; TIM PIKE, REPRESENTATIVE; DAVID VILBIG, VILBIG AND ASSOCIATES, CIVIL ENGINEER; AND AMAZING CONSTRUCTION, ARCHITECT); 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 6299
SUP FOR MINI-
WAREHOUSE
(1300 S. FM 1417)

Mr. Rae said the Specific Use Permit is for a Mini-Warehouse Facility in a C-1 (Retail Business) District/O-1.1 (FM Highway 1417) Overlay District, located at 1300 South FM 1417.

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

No citizens appeared before the City Council to discuss Ordinance No. 6299.

Mayor Plyler introduced Ordinance No. 6300 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 AUTOMOBILE REPAIR INCLUDING TRANSMISSION, PERFORMANCE TUNING, ENGINE REPAIR, BRAKES, STEERING, SUSPENSION, OIL CHANGE AND ALIGNMENTS IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4114 TEXOMA PARKWAY, BEING 0.499 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969 (LCA PROPERTIES, LLC, OWNERS; TODD KOFSKY, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6300
SUP FOR AUTO
REPAIR
(4114 TEXOMA PKWY)

Mr. Rae said the Specific Use Permit was for an Automobile Repair Shop in a C-2 (General Commercial) District, located at 4114 Texoma Parkway. This location previously had a Specific Use Permit for this type of business, however since it was out of date for 60 days, it had to be renewed.

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

Todd Kofsky, representative, appeared to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6300.

Mayor Plyler introduced Ordinance No. 6301 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 329 WEST TENNESSEE STREET, BEING PART OF LOT 4 AND ALL OF LOT 5, BLOCK D, ED MOORE'S FAIRGROUND ADDITION (CARL BUSSEY, OWNER; SHEARER DESIGN & ASSOCIATES, REPRESENTATIVE; AND RHODES SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6301
SUP FOR DUPLEX
(329 W. TENNESSEE)

Mr. Rae said the Specific Use Permit was for a Duplex in an R-1 (One Family Residential) District, located at 329 West Tennessee Street.

COUNCIL MINUTES – JUNE 15, 2020

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

Charlie Shearer, Designer, Shearer Design & Associates, appeared to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6301.

Mayor Plyler introduced Ordinance No. 6302 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 R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1201 SOUTH MONTGOMERY STREET, BEING THE WEST 89.2 FEET OF LOT 1, BLOCK 6, JONES & WAINRIGHTS ADDITION (ULISES A. HENRIQUEZ LOPEZ, OWNER; AND COPLEY LAND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

ORD 6302
ZONE CHANGE AT
1201 S. MONTGOMERY

Mr. Rae said this Zone Change from C-1 (Retail Business) District to an R-1 (One Family Residential) District was to provide for a single-family residential home, located at 1201 South Montgomery. The building was formerly used as a restaurant and storage.

The Planning and Zoning Commission, recommended approval of the Zone Change, subject to the Staff Review Letter, which specifically details making sure there is enough room for on-site parking.

Juan Velasquez, 515 S. Charles Street

Mr. Velasquez appeared to answer any questions that the Council might have.

No other citizens appeared before the City Council to discuss Ordinance No. 6302.

The Public Hearing was closed.

ADOPTION OF ORDINANCES

Ordinance 6298

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 TAXIDERMY STUDIO IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 2207 GALLAGHER DRIVE, BEING A PART OF LOTS 12-15, BLOCK 2, REDICK ADDITION, CONTAINING 1.57 ACRES (DAVID PIERCE, OWNER); 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 6298
SUP FOR
TAXIDERMY STUDIO
(2207 GALLAGHER DR)

Ordinance 6299

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 MINI-WAREHOUSE FACILITY (AFFORDABLE STORAGE) IN A C-1 (RETAIL BUSINESS) DISTRICT/O-1.1 (FM HIGHWAY 1417) OVERLAY DISTRICT AT 1300 SOUTH F.M. 1417 (HERITAGE PARKWAY), BEING LOTS 2-6, BLOCK 6, HERITAGE FARMS ESTATES, A REPLAT OF LOT 2, BLOCK 1, COUNTRY RIDGE ESTATES NO. 10 (WYLDEWOOD HOMES, OWNERS; TIM PIKE, REPRESENTATIVE; DAVID VILBIG, VILBIG AND ASSOCIATES, CIVIL ENGINEER; AND AMAZING CONSTRUCTION, ARCHITECT); 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 6299
SUP FOR MINI-
WAREHOUSE
(1300 S. FM 1417)

Ordinance 6300

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 AUTOMOBILE REPAIR INCLUDING TRANSMISSION, PERFORMANCE TUNING, ENGINE REPAIR, BRAKES, STEERING, SUSPENSION, OIL CHANGE AND ALIGNMENTS IN A C-2 (GENERAL COMMERCIAL) DISTRICT AT 4114 TEXOMA PARKWAY, BEING 0.499 ACRES IN THE W.F. PATTERSON SURVEY, ABSTRACT NO. 969 (LCA PROPERTIES, LLC, OWNERS; TODD KOFSKY, REPRESENTATIVE; AND HELVEY-WAGNER SURVEYING, INC., SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6300
SUP FOR AUTO
REPAIR
(4114 TEXOMA PKWY)

Ordinance 6301

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 329 WEST TENNESSEE STREET, BEING PART OF LOT 4 AND ALL OF LOT 5, BLOCK D, ED MOORE'S FAIRGROUND ADDITION (CARL BUSSEY, OWNER; SHEARER DESIGN & ASSOCIATES, REPRESENTATIVE; AND RHODES SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER CLAUSE; PROVIDING THAT THIS SPECIFIC USE PERMIT SHALL BE GRANTED SUBJECT TO CERTAIN CONDITIONS; PROVIDING A PENALTY NOT TO EXCEED \$2,000.00.

ORD 6301
SUP FOR DUPLEX
(329 W. TENNESSEE)

Deputy Mayor Steele verified that the new Specific Use Permit was required because it was a new owner and had been unoccupied for 60 days. When that happens, Mr. Rae said they need to renew the Specific Use Permit.

COUNCIL MINUTES – JUNE 15, 2020

Deputy Mayor Steele asked if there had been any complaints with the last owner. Mr. Rae said there were no complaints on the previous owner.

Council Member Stevenson asked if the 60 day requirement was statutory or was part of the City's ordinance. Mr. Rae said it was part of the ordinance.

Deputy Mayor Steele verified that the requirement for no outside parking of inoperable vehicles is a condition of the Specific Use Permit and there is no time limit on the permit, however it can be revoked for a violation of the conditions.

Council Member Melton said she would like to see the Specific Use Permit tied to the property owner, instead of only lapsing after 60 days. Deputy Mayor Steele verified that if the permit hadn't lapsed 60 days, the new owner would not have had to apply for a new Specific Use Permit, since the use didn't change.

Ordinance 6302

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 R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1201 SOUTH MONTGOMERY STREET, BEING THE WEST 89.2 FEET OF LOT 1, BLOCK 6, JONES & WAINRIGHTS ADDITION (ULISES A. HENRIQUEZ LOPEZ, OWNER; AND COPLEY LAND SURVEYING, SURVEYOR); PROVIDING FOR A REPEALER.

ORD 6302
ZONE CHANGE AT
1201 S. MONTGOMERY

Council Member Howeth asked about parking and said she did not remember that there was designated parking in that area. She asked if they would be parking behind the residence.

Mr. Velasquez said parking would be on the back side of the home. Council Member Howeth verified that parking would be on a concrete surface.

ACTION TAKEN.

Motion by Deputy Mayor Steele to adopt Ordinance Nos. 6298, 6299, 6300, 6301, and 6302, as presented. Second by Council Member Holland.

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

VOTING NAY: None.

MOTION CARRIED.

CONSENT AGENDA

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

CONSENT AGENDA

RESOLUTION NO. 6625 --- AUTHORIZING PUBLICATION OF THE PROPOSED AMENDMENT TO THE FINAL STATEMENT/ ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK

RES 6625
CDBG AMENDMENT
FOR PROGRAM YEAR

GRANT FOR PROGRAM YEAR 2019; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTIFICATIONS OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2019

2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING PUBLICATION OF THE PROPOSED AMENDMENT TO THE FINAL STATEMENT/ ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR PROGRAM YEAR 2019; AUTHORIZING SUBMISSION OF THE BLOCK GRANT APPLICATION; AUTHORIZING EXECUTION OF CERTIFICATIONS OF COMPLIANCE IN CONNECTION WITH THE ADMINISTRATION AND CONDUCT OF THE COMMUNITY DEVELOPMENT PROGRAM FOR PROGRAM YEAR 2019.

Ms. Lawrence said a public hearing was held earlier in the meeting, as required.

Deputy Mayor Steele said he is an active member in the Boys & Girls Club, and the facility has reopened. Mayor Plyler said over \$85,000 in grant money goes directly to the citizens this year, and will be a great resource for everyone.

Council Member Melton asked how the information would be disseminated to the citizens, so they know it's available. Mayor Plyler said it would be posted on the City's social media page, He said it was a good resource.

ACTION TAKEN.

Motion by Council Member Melton to adopt Resolution No. 6625, as presented. Second by Council Member Howeth.
VOTING AYE: Holland, Howeth, Melton, Steele, Stevenson, Teamann.
VOTING NAY: None.
MOTION CARRIED.

RESOLUTION NO. 6626 – AUTHORIZING EXECUTION OF AN AGREEMENT WITH JULIO CESAR TOBAR AND LETICIA TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1719 SOUTH TRAVIS STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10)

RES 6626
RESIDENTIAL TAX
ABATEMENT
(1719 S. TRAVIS ST)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF AN AGREEMENT WITH JULIO CESAR TOBAR AND LETICIA TOBAR FOR THE ABATEMENT OF AD VALOREM PROPERTY TAXES FOR THE CONSTRUCTION OF A NEW SINGLE-FAMILY RESIDENCE AT 1718 SOUTH TRAVIS STREET WITHIN CITY OF SHERMAN REINVESTMENT ZONE, NUMBER TEN (#10).
CONSENT AGENDA.

REQUEST TO ADVERTISE
WATER TREATMENT PLANT SLUDGE POND DEWATERING
PROJECT

REQ TO ADVERTISE
WATER TREATMENT
PLANT SLUDGE

The City Council approved the request to advertise for the Water Treatment Plant Sludge Pond Dewatering Project. The project will remove sludge that has been dredged and stockpiled on-site for removal to the landfill.

POND DEWATERING
PROJECT

As the Water Treatment Plant operates, it slowly fills with sludge and periodically must be removed. This project is planned maintenance. The project will cost approximately \$200,000, and funding is available in the WTP Maintenance Fund.

CONSENT AGENDA.

OTHER BUSINESS

CONSIDER REQUEST OF DOWNTOWN SHERMAN NOW TO TEMPORARILY CLOSE CERTAIN STREETS FOR “CRAFT THE NIGHT AWAY” ON SATURDAY, AUGUST 1, 2020

CLOSE STREETS
CRAFT THE NIGHT
AWAY
(AUG 1, 2020)

The City Council approved the request of Downtown Sherman NOW to temporarily close certain streets for “Craft the Night Away” on August 1, 2020. Street closures for the event were originally approved, but they have rescheduled.

They will close Crockett Street, between Lamar Street and Houston Street, and Travis Street, between Lamar Street and Houston Street, from 1:00 p.m. until 11:30 p.m.

Barricades and cones will be provided by the Street Department and solid waste receptacles will be provided by the Solid Waste Department. Downtown Sherman NOW will work with the Police Department to arrange for the necessary security officers. Emergency vehicle accessibility will be maintained throughout the closed streets at all times.

CONSENT AGENDA.

REPLAT APPROVAL OF LOT 1, BLOCK 1, THOMASON ADDITION, BEING 4.074 ACRES IN THE A.C. SMITH SURVEY, ABSTRACT NO. 1561 AND BEING LOT 1, BLOCK 1, THOMASON ADDITION; TJ THOMASON ENTERPRISES, INC., OWNERS; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (5800 BLOCK OF NORTH U.S. HIGHWAY 75)

APPROVE REPLAT
THOMASON ADDITION
(5800 BLOCK N.
HWY 75)

The City Council approved the Replat of Lot 1, Block 1, Thomason Addition, a 4.074 acre site, located in the 5800 block of North U.S. Highway 75.

The property is zoned a C-1 (Retail Business) District and is located in the O-1 (75 and 82) Overlay District. The owners would like to replat the property into two lots for commercial development.

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

CONSENT AGNEDA.

FINAL PLAT APPROVAL OF OSMANI ADDITION, BEING 1.949 ACRES IN THE G.B. PILANT SURVEY, ABSTRACT NO. 963; TY AND SAIRA OSMANI, OWNERS; AND UNDERWOOD

APPROVE FINAL PLAT
OSMANI ADDITION
(405 & 415 S.
DEWEY AVE)

DRAFTING AND SURVEYING, INC., SURVEYOR (405 AND 415 SOUTH DEWEY AVENUE)

The City Council approved the Final Plat of Osmani Addition, a 1.949 acre site, located at 405 and 415 South Dewey Avenue.

The property is zoned a C-1 (Retail Business) District. The owner would like to replat the property into one lot for commercial development.

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

REPLAT APPROVAL OF RAWLINS ADDITION, A REPLAT OF PART OF LOT 2, BLOCK 6, B.H. MOORE HEIRS ADDITION, BEING 0.373 ACRES IN THE SAM BLAGG SURVEY, ABSTRACT NO. 56, ALSO BEING LOT 2, BLOCK 6, B.H. MOORE HEIRS ADDITION; RODGER RAWLINS, OWNERS; RICHARD RAWLINS, APPLICANT; AND UNDERWOOD DRAFTING AND SURVEYING, INC., SURVEYOR (1410 SOUTH CROCKETT STREET)

The City Council approved the Replat of Rawlins Addition, a Replat of Lot 2, Block 6, B.H. Moore Heirs Addition, a 0.373 acre site, located at 1410 South Crockett Street.

The property is zoned an R-1 (One Family Residential) District. 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.

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

PARKS AND RECREATION ADVISORY BOARD (2)

ACTION TAKEN.

Motion by Council Member Howeth to reappoint Brantley Blackburn and Shane Martin to the Parks and Recreation Advisory Board for a term from May 8, 2020 until May 8, 2022, as presented. Second by Deputy Mayor Steele.

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

VOTING NAY: None

COUNCIL COMMENTS

GRANT MONEY FOR COVID-19 RELIEF

Council Member Melton reminded citizens that the grant money for COVID-19 relief is available and the application will be online at the City's website.

APPROVE REPLAT
RAWLINS ADDITION
(1410 S. CROCKETT ST)

MEDIA QUESTIONS

PARKS & REC
ADVISORY BOARD

GRANT MONEY
FOR COVID-19
RELIEF

PARKS & RECREATION BOARD

Council Member Teamann said Mr. Blackburn and Mr. Martin have been very active on the Parks & Recreation Advisory Board. They have actually worked to build trails in the community and spent countless hours maintaining them. He said they were a great example of citizens that want to serve and don't just "show up at meetings." He said the Council appreciates that kind of volunteer.

**PARKS & REC
BOARD**

COVID-19 PANDEMIC

Council Member Holland advised citizens to continue to be safe. To wash their hands and continue to separate, because the Coronavirus is still here and continues to grow.

COVID-19 PANDEMIC

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The next Hot Summer Nights 2020 will feature a fiddle showcase as the Texas Swing All-Stars come to town, followed the next week by former Creed front man Scott Stapp.
- Lights on the Lake will be held on July 2, 2020, at Pecan Grove Park for music from Journey, Kansas, and Asia, prior to another great fireworks show sponsored by Simmons Bank.
- There is also a change of date for one of Sherman's largest events, Craft the Night Away. This year it will be held on August 1, 2020, in the Downtown area.

ANNOUNCEMENTS

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

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

EXECUTIVE SESSION

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

COUNCIL MINUTES – JUNE 15, 2020

- SECTION 551.072 -- DELIBERATE REGARDING THE PURCHASE, EXCHANGE, LEASE OR VALUE OF REAL PROPERTY**
- SECTION 551.074 -- PERSONNEL MATTERS: DELIBERATE THE APPOINTMENT, EMPLOYMENT, EVALUATION, REASSIGNMENT, DUTIES, DISCIPLINE, OR DISMISSAL OF A PUBLIC OFFICER OR EMPLOYEE**
- SECTION 551.087 -- DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS: DELIBERATE REGARDING COMMERCIAL OR FINANCIAL INFORMATION THAT THE CITY HAS RECEIVED FROM A BUSINESS PROSPECT AND DELIBERATE ANY OFFERS OR INCENTIVES TO THE BUSINESS PROSPECT**

On Motion duly made and carried, the Open Meeting recessed and reconvened in Executive Session at 5:18 p.m.

On Motion duly made and carried, the Executive Session recessed at 6:05 p.m. and reconvened in Open Meeting.

OPEN MEETING

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

OPEN MEETING

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 6:05 p.m.

ADJOURNMENT

MAYOR

CITY CLERK



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 1.

Meeting Date: 07/06/2020

Prepared By: Mary Lawrence, Director of Finance

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6303

Amending Chapter 1, entitled "General Provisions", at Article 1.07, entitled "Aviation", to Delete in its Entirety Division 3, entitled "Airport Rules", and Provide for a New Division 3 to be entitled "Airport Rules and Regulations"

Issue:

Amending the Code of Ordinances pertaining to the Sherman Municipal Airport and its rules and regulations

Background:

The ordinances governing the Sherman Municipal Airport were updated about a year ago to include changes in federal and state laws, in general aviation, and in the City's vision for the airport. Since that time, the City has been working with the Texas Department of Transportation (TxDOT) Aviation Division and the developer of the land west of the airport on a "Through-the-Fence" Agreement to allow access from his aviation development to the Sherman Municipal Airport. The Airport Rules and Regulations are used as a basis for the "Through-the-Fence" Agreement, for those who will be accessing the airport from the development, and to help ensure the airport is in compliance with TxDOT grant assurances. Sherman's proposed Rules and Regulations have been updated using a template from TxDOT to help ensure compliance with their requirements and to mirror TxDOT's format and organization for municipal airport rules and regulations.

Origination:

Finance Director Mary Lawrence

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

Staff recommends the Council hold the public hearing and adopt Ordinance No. 6303 to amend portions of the code provisions related to the Sherman Municipal Airport and its rules and regulations.

Alternatives:

The Council could choose not to adopt the proposed ordinance.

Attachments

Ordinance No. 6303

Airport Rules and Regulations

ORDINANCE NO. 6303

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 1, ENTITLED "GENERAL PROVISIONS", AT ARTICLE 1.07, ENTITLED "AVIATION", TO DELETE IN ITS ENTIRETY DIVISION 3, ENTITLED "AIRPORT RULES", AND PROVIDE FOR A NEW DIVISION 3 TO BE ENTITLED "AIRPORT RULES AND REGULATIONS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 1, Article 1.07 of the Code of Ordinances of the City of Sherman, Texas, be amended to delete Division 3 in its entirety:

~~Division 3. Airport Rules~~

~~Sec. 1.07.091 — Ownership and operations~~

~~Sherman Municipal Airport is owned and operated by the city in accordance with all federal, state, county and local laws, statutes and ordinances governing such operation. The airport manager (manager) has the authority and responsibility for the safe and efficient operation of the airport and for the enforcement of these rules and regulations. The manager shall have the authority to take necessary appropriate measures to safeguard any person or property on the airport, including the suspension of airport operations. (1991 Code, sec. 5-66)~~

~~Sec. 1.07.092 — FAA regulations, licenses and certificates~~

~~(a) — Federal air traffic rules. Federal air traffic rules of the Federal Aviation Administration (hereinafter referred to as the "FAA") for aircraft operated within the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth herein.~~

~~(b) — If and where there is conflict in these regulations and the Federal Aviation Administration published policy and/or Federal Aviation Regulations, the latter shall prevail. The provisions of this article shall not in any way supersede the provisions of the building code, fire code, or other construction or safety related codes.~~

~~(c) — It shall be unlawful for any person to operate on or from the airport (whether for compensation or not) unless he possesses all licenses, certificates and authorizations required by these regulations and the various governmental authorities for such operations.~~

Sec. 1.07.093 — Aircraft

~~(a) — Ground operations.~~

~~(1) — Tie down of aircraft. Persons utilizing the tie down spaces at Sherman Municipal Airport should adhere to the following:~~

~~(A) — All aircraft not hangared shall be tied down at night and during inclement weather and when wind velocities exceed ten (10) knots.~~

~~(B) — All aircraft owners, operators or their agents are responsible for the tiedown or security of their aircraft at all times and particularly during inclement weather and windy conditions.~~

~~(C) — Aircraft parked overnight on the transient apron shall pay a tie down fee as established by the airport manager for each night, except that such fee may be waived upon purchase of fuel or services.~~

~~(2) — Running aircraft engines. Before starting aircraft, persons should adhere to the following:~~

~~(A) — Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.~~

~~(B) — No aircraft shall be hand propped, started or left running without a qualified person at the controls.~~

~~(C) — No aircraft engine shall be started or run inside any building or hangar.~~

~~(D) — No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, automobiles, and groups of people.~~

~~(3) — Taxiing aircraft. For safe operation while taxiing, persons should adhere to the following:~~

~~(A) — No person shall taxi an aircraft until he/she has reasonably ascertained there will be no danger of collision with any person or object in the immediate area.~~

~~(B) — Aircraft will be taxied at a safe and prudent speed and in such manner as to be under the control of the pilot at all times.~~

- ~~(C) Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant (wing walker) is at a wing of the aircraft to assist the pilot.~~
- ~~(D) Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway hold position markings.~~
- ~~(E) Aircraft shall not be taxied by engine power into or out of a hangar or a T hangar.~~
- ~~(4) Parking aircraft. Parking of aircraft at Sherman Municipal Airport should be parked in such a manner as to comply with the following:~~
 - ~~(A) Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, safety area, etc.) as described in FAA AC 150/5300-13. All aircraft not hangared shall be parked in the areas designated by the manager for that purpose.~~
 - ~~(B) Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump or fuel service truck parking area.~~
 - ~~(C) Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the manager as an emergency measure.~~
 - ~~(D) It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set and/or it is properly chocked and/or tied down.~~
 - ~~(E) Aircraft parked on the aircraft parking ramp shall not be parked in a manner that will block or hinder vehicle ground movement in the designated vehicle drive lanes.~~
- ~~(5) Loading/unloading aircraft. Pilots are prohibited from loading or unloading aircraft with the engine running.~~
- ~~(6) Damage to lights. Any person damaging any runway or taxiway light or fixture by operation of an aircraft, or otherwise, shall immediately report such damage to the manager.~~
- ~~(7) Wrecked aircraft. Every aircraft owner, his/her pilot, or agent, shall be responsible for notifying FAA and promptly removing disabled or wrecked aircraft from the operational areas of the airport, under the direction of the manager.~~

~~(8) — Repairs to aircraft. No aircraft shall be repaired on any part of the taxiways, landing or takeoff areas. All outside repairs shall be made only at areas designated by the airport manager. Major engine, airframe and avionics repairs shall be conducted by a properly licensed mechanic within a hangar or building authorized by the airport manager. Any preventive maintenance authorized by FAR part 43 may be made by the owner or operator within a hangar or at places designated by the airport manager for such purposes.~~

~~(9) — Fluid disposal. All fluids recovered from an aircraft shall be disposed of in accordance with all federal, state and local laws, regulations, guidelines and ordinances.~~

~~(b) — Air operations and aeronautical safety.~~

~~(1) — Active runway. From a zero up to a ninety degree crosswind to runway 16, the designated runway is runway 16.~~

~~(2) — Clearance height over streets and objects. No aircraft shall land or take off in such manner as to clear any public street, highway, or railroad at an altitude of less than fifty (50) feet, nor land or take off on a taxiway or over hangars or other structures, automobile parking areas, or groups of spectators. All take offs on runway 34 shall commence at the threshold markings of runway 34.~~

~~(3) — UNICOM. All pilots with radio equipped aircraft shall call on the local UNICOM or the common traffic advisory frequency (CTAF) 122.8 to determine the active runway and to announce their position and intentions for takeoff or landing.~~

~~(4) — Emergency locator transmitter (ELT).~~

~~(A) — It is the responsibility of all pilots in command of an aircraft to ensure that their ELT is in proper working order and turned off when not being tested or in nonemergency situations.~~

~~(B) — If a pilot lands his/her aircraft at the airport, parks and locks or hangars his/her aircraft with the ELT transmitting and the manager determines such has occurred, the manager shall take immediate action to telephone and/or locate the pilot of the aircraft, advise him/her of the situation, and request that he/she return to the airport immediately and turn off the ELT. Should the pilot fail to within a reasonable time to turn off the ELT, the manager, accompanied by a local peace officer, a civil air patrol officer or an FAA representative, shall take the necessary action to turn off the ELT. The aircraft owner shall be responsible for all charges associated with turning off the ELT.~~

- (5) ~~Takeoffs on apron or taxiways. Takeoffs or landings shall not be made on the apron, parking ramp or taxiway by fixed wing, rotary wing or ultralight aircraft except by special permission of the manager unless under emergency conditions.~~
- (6) ~~Operations allowed. Touch and go landings may be made at the discretion of the pilot. Pilots remaining in the pattern making touch and go landings should broadcast on the UNICOM or the common traffic advisory frequency (CTAF) their pattern turns and their touch and go intentions after turning final. All persons shall ensure that the landing area is clear of landing and takeoff traffic before taxiing into takeoff position.~~
- (7) ~~Traffic pattern and pattern altitude. The standard left hand traffic pattern is used at Sherman Municipal Airport, and the traffic pattern elevation at the airport is one thousand (1,000) feet above ground level (AGL) for small aircraft, which is one thousand eight hundred (1,800) feet above mean sea level (MSL) elevation.~~
- (8) ~~Student training and practice flying.~~
- (A) ~~Flight instructors shall instruct all student pilots of the rules and regulations in effect at the airport.~~
- (B) ~~Aircraft shall not be permitted to remain on the landing or takeoff areas for the purpose of instruction.~~
- (9) ~~Special operational procedures. The designation and limitation of special operational procedures shall include, but not be limited to, the following:~~
- (A) ~~The manager may, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows, agricultural operations, gliders, ultralights, etc. Any such change from standard procedures shall be published in the FAA's chart supplement if of a permanent nature or the manager shall issue a NOTAM if such change is of a temporary nature.~~
- (B) ~~Parachute jumping onto airport property shall not be permitted without prior written approval from the manager.~~
- (C) ~~High speed (2.0 Vs or more clean), low level passes, i.e., "buzzing," are prohibited at or below one thousand two hundred forty five (1,245) feet mean sea level (MSL) or five hundred (500) feet above ground level (AGL).~~

(Ordinance 6240 adopted 8/19/19)

Sec. 1.07.094—Vehicle operations

~~Only city owned vehicles shall operate upon taxiways, ramps and runways. No authorized vehicles will exceed ten (10) miles per hour while driving on the aircraft parking ramp. All vehicles will give the right of way to aircraft. Special use vehicles such as an ambulance, hearse or delivery van may be driven on the aircraft parking ramp with the permission of the manager. An aircraft owner who rents, leases or owns his/her private hangar may park his/her automobile in the hangar while on a trip in his/her aircraft. At no time may any vehicle park on a designated aircraft movement area or immediately adjacent to a movement area. Vehicles may only park in designated parking areas or where authorized by the manager. (1991 Code, sec. 5-69)~~

~~Sec. 1.07.095 — Fire regulations~~

~~(a) — Facilities.~~

- ~~(1) — Every person going upon or using the airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.~~
- ~~(2) — Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump or fuel truck is prohibited.~~
- ~~(3) — Compressed flammable gas shall not be kept or stored upon the airport, except at such place as may be designated by the manager.~~
- ~~(4) — No flammable substance shall be used for the cleaning of any aircraft part or other thing inside a hangar, T hangar or other building upon the airport. This does not prohibit the use of cleaning fluids used in a “part washer” device for the cleaning of aircraft parts.~~
- ~~(5) — Hangar entrances shall be kept clear at all times.~~
- ~~(6) — The floors in all buildings shall be kept clean and free of any flammable substances. Volatile, flammable substances shall not be used for cleaning the floors.~~
- ~~(7) — No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable and nonrepairable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a private owned, rented or leased hangar/building, the manager shall notify the hangar/building owner, renter, or lessee by registered letter to remove the offending litter. If within ten (10) workdays after receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the manager may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.~~
- ~~(8) — No person shall store combustible materials or other hazardous materials in an aircraft hangar, except in locations and containers approved by a fire official, such as the fire marshal for the city.~~

~~(b) — Fueling operations.~~

- ~~(1) — Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place, with the exception of an agricultural spray aircraft on a fast turnaround, which may be fueled and loaded with chemicals with the aircraft engine idling if the manager has provided written authority to the agricultural operator, the pilot remains at the controls, the aircraft's wheels are chocked, there are at least two (2) twenty pound fire extinguishers within fifty (50) feet of the aircraft being serviced, and a qualified ground crew member is present during the fueling operation.~~
- ~~(2) — Prior to making any fueling connection to an aircraft, the fueling equipment (fuel, pump, hydrant service, fuel truck) shall be bonded to the aircraft by use of a cable suitable for the purpose and approved by the city fire department. The bond shall be made prior to fueling and maintained until fueling is completed and fuel connections have been removed. In addition, when fueling over wing, the fueling nozzle shall be bonded with a nozzle bond cable having a clip or a male plug to a metallic component of the aircraft that is metalically connected to the aircraft fuel tank filler port or a female receptacle designed to accommodate the male plug. If there is no plug receptacle or means for attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the static electrical potential between the nozzle and the filler port. The nozzle spout shall be kept in contact with the filler neck until the fueling is completed to avoid the possibility of a spark at the fill opening. Only metal funnels shall be used for fueling. Bonding and fueling connections shall be disconnected in the reverse order of connection after fueling is completed.~~
- ~~(3) — All aircraft shall be fueled clear of all hangars, other buildings, and other aircraft in compliance with FAA and NFPA standards.~~
- ~~(4) — Fueling trucks shall not be parked within any building or hangar or within fifty (50) feet of any building, hangar or parked aircraft (the city fire department shall have final authority as to determining such distance). Fuel trucks shall be parked with at least ten (10) feet separation between vehicles.~~
- ~~(5) — Prior to the fueling of any aircraft, the aircraft shall be bonded to the fuel pump or hydrant service/fuel truck to equalize the static electric potential between the fuel truck and the aircraft. Bonding shall be accomplished in the interest of fire safety as described in rule 36.A.~~
- ~~(6) — A sufficient number, rating and size of fire extinguishers shall be available whenever aircraft are being refueled.~~
- ~~(7) — Except as provided in subsection (b)(1) above, the pilot and all passengers shall exit the aircraft and the aircraft will be unoccupied during fueling operations.~~

- ~~(8) Aircraft fuel service trucks shall have a minimum of two (2) twenty pound fire extinguishers located at the rear of and on each side of such truck.~~
- ~~(9) Aircraft fuel service trucks shall have an "emergency cutoff" valve, which shall be clearly identified and painted red.~~
- ~~(10) All aviation fuel nozzles shall have "dead man" controls, which will shut off the fuel flow when the nozzle hand control is released. Nozzles with mechanical hold open devices will not be permitted for fueling aircraft.~~
- ~~(11) In all matters related to aircraft fueling safety, the provisions of the National Fire Protection Association (NFPA), Manual 407 "Aircraft Fuel Servicing, 1990" or as revised, available from the National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9101, shall prevail.~~

~~(Ordinance 6240 adopted 8/19/19)~~

~~Sec. 1.07.096 Facilities~~

~~(a) Business operations. No private or public business operations shall be conducted out of any hangar, T hangar or other city owned facility without such activity being specifically authorized in a lease agreement.~~

~~(b) Leases and occupant agreements.~~

~~(1) Facility leases.~~

~~(A) Before any building or hangar is used or occupied there shall be a fully executed written lease agreement provided by the airport manager and approved by the city attorney.~~

~~(B) All registered owners of aircraft based or stored in a hangar shall be the lessee of occupied space.~~

~~(2) Tie downs. Except for short term in transit aircraft, all tie downs shall have a daily, weekly or monthly rental fee as directed by the airport manager.~~

~~(3) Ground leases. The airport manager will consider a ground lease agreement for an appropriate project which must be approved by the city council before it becomes final and binding.~~

~~(4) Occupant agreement. All occupiers or users of hangar space or of aircraft kept or stored in hangars shall sign a written occupant agreement provided by the airport manager.~~

~~(c) — Assignment of lease. No lease may be assigned, transferred or sublet and any attempt to do so shall be void.~~

~~(d) — Abandoned property. Personal property left unattended and abandoned for more than thirty (30) days upon airport property shall become the property of the city, which may collect, sell or otherwise dispose of such property at the expense of the former property owner.~~

~~(e) — Unauthorized signs and equipment. No signs, nonaeronautical equipment, portable buildings or trailers may be erected, moved in, or installed on the airport property, except as may be specifically authorized by the manager.~~

~~(f) — Storage. Aircraft hangar space shall only be leased for the primary purpose of the storage of airworthy aircraft and aircraft parts and equipment for the repair and maintenance of such aircraft. Remaining space in the hangar may be used for the storage of additional items in compliance with these rules and regulations and airport policy only so long as the airworthy aircraft remains stored in the hangar.~~

~~(g) — Building modifications. Modifications, alterations or painting of any building, hangar or T-hangar is prohibited.~~

~~(1991 Code, sec. 5-71)~~

~~Sec. 1.07.097 — Hazardous materials~~

~~(a) — Storage and disposal. No person or other legal entity shall install, store, use, treat, transport, discharge or dispose, or permit the same to be done, on airport property any:~~

~~(1) — Asbestos in any form;~~

~~(2) — Urea formaldehyde foam insulation;~~

~~(3) — Transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; or~~

~~(4) — Any other chemical, material, air pollutant, toxic pollutant, waste, or substance that is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the leased premises, and which is either:~~

~~A — In amounts in excess of that permitted or deemed safe under applicable law;
or~~

~~(B) — In any manner which is prohibited or deemed unsafe under applicable law.~~

~~(The substances referred to in subsections (a)(1) through (4) are collectively referred to hereinafter as “hazardous materials.”)~~

~~(b) — Cleanup. Any person or other legal entity that violates subsection (a) above shall immediately remove such hazardous materials from the airport property and clean up the area in accordance with all applicable federal, state and city rules, regulations and laws at their own cost and expense.~~

~~(1991 Code, sec. 5-72)~~

~~Sec. 1.07.098 — Miscellaneous provisions~~

~~(a) — Registration. Each person or other legal entity intending to base, stop or park aircraft on the airport for more than twelve (12) hours shall immediately register with the manager.~~

~~(b) — Intoxicants and narcotics prohibited. No person under the influence of any intoxicant, narcotic or other illicit drug shall be allowed to enter upon or remain upon airport property or shall operate or fly in any aircraft upon or from the airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse or caretaker.~~

~~(c) — Surreptitious activities. Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the manager, the police department or officers of the state department of public safety.~~

~~(d) — Injury to person. Persons entering upon airport property by vehicular conveyance or pedestrian traffic do so at their own risk.~~

~~(e) — Objects. No objects, including bottles, cans, scrap, nuts, bolts, nails or any object that may cause personal injury, death or damage to aircraft shall be thrown from any aircraft, dropped, placed or left upon the floor of any building or upon any part of the surface of the airport, except in an appropriate receptacle.~~

~~(f) — Flying of model airplanes. Engine powered model airplanes, cable or radio controlled, or model gliders shall not be permitted to operate on or above the airport without the written approval of the manager.~~

~~(g) — Parachuting. Parachute jumping onto airport property shall not be permitted without prior written approval from the manager.~~

~~(Ordinance 6240 adopted 8/19/19)~~

~~Sec. 1.07.099 — Knowledge of rules implied~~

~~By publication and adoption of these rules and regulations, all persons shall be deemed to have knowledge of their contents. However, the manager is directed to have copies of these rules and regulations printed and posted where appropriate. Copies shall be available at all times in the manager's office and copies shall be furnished to all owners and operators of aircraft based at the airport. (1991 Code, sec. 5-74)~~

~~Sec. 1.07.100 — Reserved~~

~~**Editor's note** Former section 1.07.100 pertaining to the "conflict of rules and regulations" and deriving from the 1991 Code, sec. 5-75, was deleted in its entirety by Ordinance 6240, sec. 7, adopted 8/19/19.~~

~~Sec. 1.07.101 — Penalty for violation~~

~~The manager may deny use of the airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of these rules and regulations pending a hearing by the city council. Upon such hearing, such person may be deprived of further use of the airport and its facilities for a period of time as the city council in its sole discretion deems necessary for the safety and protection of life and property. Any violation shall be a misdemeanor and, upon conviction, punishable by a fine in accordance with the general penalty provision set forth in [section 1.01.009](#) of this code, and each day a violation continues to exist shall constitute a separate offense. This section is cumulative of all other penalties for violation of federal, state, county and local laws, regulations, guidelines, ordinances and orders. Civil legal remedies may be sought simultaneously with criminal prosecution. Citation for violation or issuance of a violation ticket for any of these rules and regulations may be made by any authorized police officer. The manager or the city council may request authorized police officers to investigate any suspected violation of these rules and regulations. (1991 Code, sec. 5-76)~~

SECTION 2. That Chapter 1, Article 1.07 of the Code of Ordinances of the City of Sherman, Texas, be amended to add a new Division 3, such division to read as follows:

Division 3. Airport Rules and Regulations

Section 1.07.091 Purpose

An ordinance/order providing rules and regulations for the efficient and safe operation of the Sherman Municipal Airport (hereinafter referred to as the "Airport"); and to provide the greatest service for the citizens of Sherman and the aviation public, is adopted by the City Council, providing enforcement by the Airport Manager or his/her designee, and providing penalties for violations; all as authorized by the Texas Transportation Code Chapter 22 "County and Municipal Airports".

The definition of "Airport", "aircraft", "airplane", and other common terms used herein is as defined in Part 1, Code of Federal Regulations, Title 14, Aeronautics and Space. Ultralight refers to aircraft that fall within the description given in FAR Part 103. "Airport" with a capital refers

to the specific airport for which these rules are adopted. "TxDOT" herein refers to the Texas Department of Transportation, Aviation Division.

Section 1.07.092 Use of Airport Restricted

No person, partnership, firm, association, corporation or entity, incorporated or otherwise, shall use the Airport for any commercial activity, unless approved by a written permit from the City Manager, or his/her designee, in conformance with FAA rules and regulations.

Section 1.07.093 General Rules and Regulations

The following rules and regulations shall be observed in the use and operation of the Airport:

- (a) Federal Air Traffic Rules of the Federal Aviation Administration (FAA) for aircraft operated within the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.*
- (b) Safeguard of Persons and Property – The Airport Manager or his/her designee shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.*
- (c) Through-the-Fence Operations – No private individual, partnership, FBO, company, or corporation shall be permitted direct ground access to the Airport by their aircraft, customers' aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport without prior coordination with TxDOT. Furthermore, no private individual, partnership, company, corporate, or customers' aircraft or vehicle shall be permitted direct ground access to property from the Airport – a practice commonly known as a "through-the-fence operation" without prior coordination with TxDOT.*
- (d) Lien for Charges – To enforce the payment of any charge for repairs, improvements, storage, or care of any personal property by the City or its agents in connection with the operation of the Airport, the City may place a lien upon such personal property, which shall be enforceable as provided by law.*
- (e) Lien Possessory Right- To enforce the payment of any such charge, the Airport Manager or his/her designee may retain possession of such personal property until all reasonable, customary, and usual compensation has been paid in full.*
- (f) Unauthorized Signs and Equipment – No signs, non-aeronautical equipment, portable buildings, or trailers may be erected, moved-in, or installed on Airport property, except as may be specifically authorized by the Airport Manager or his/her designee.*

- (g) *Surreptitious Activities – Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager, local police, officers of the Texas Department of Public Safety, and the Transportation Security Administration General Aviation Information Hotline at 1-866-GA SECUR(E) or 1-866-427-3287.*
- (h) *Wrecked Aircraft – Every aircraft owner, his/her pilot or agents, shall be responsible for notifying FAA and promptly removing disabled or wrecked aircraft from the operational areas of the Airport, under the direction of the Airport Manager or his/her designee.*
- (i) *Repairs to Aircraft – No aircraft shall be repaired on any part of the landing or takeoff area. All outside repairs shall be made only at places designated by the Airport Manager for such purpose. Major engine, airframe, or avionics repairs shall be conducted by a properly licensed mechanic or other person authorized by the FAA within a hangar or building rented, leased, or owned for such commercial purposes. Any preventative maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the Airport Manager or his/her designee for such purpose.*
- (j) *Damage to Airport – Any person, individual, or corporation or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable therefore in and to the City.*
- (k) *Injury to Person – Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the City for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the City or by any other Authority having jurisdiction over the operation of the Airport.*
- (l) *Licensed Pilots – Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft upon the Airport except as provided in this ordinance / order. Ultralights operating under FAR part 103 do not require aircraft registration, pilot certificates, or medical certificates. Sport pilots operating under FAR part 61 do not require pilot certificates. This limitation shall also not apply to students-in-training under licensed instructors or to public aircraft of the Federal government or of a State, Territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft. Use of the Airport by ultralight aircraft and light sport aircraft in the weight shift*

control and powered parachute class shall be subject to approval by the City Council and shall be in accordance with FAA Order 5190.6 (latest change) and appropriate FARs Part 61 and 103 and any other rules established by the City.

- (m) Registration – Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Manager their name, address, telephone number, aircraft model, aircraft registration “N” number, or make and model of aircraft for those aircraft not requiring registration (ultralight), and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.*
- (n) Animals - No person shall enter the Airport with a dog, cat, or other animal unless the animal is, and remains, restrained by a leash or properly confined as determined by the Airport Manager or his/her designee.*
- (o) Living Quarters - No person may make permanent living quarters on Airport. Exceptions to this rule for cause, such as alert crew members or security personnel, will be coordinated with TxDOT.*
- (p) Intoxicants and Narcotics Prohibited – No person under the influence of any intoxicant, narcotic, or other illicit drug shall operate or fly in any aircraft to or from the Airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse, or caretaker.*
- (q) Foreign Objects – No foreign objects, including bottles, cans, scrap, nuts, bolts, nails, or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport. Individuals are encouraged to pick up such foreign objects when observed and place them in a trash receptacle.*
- (r) Litter - No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a privately owned, rented, or leased hangar / building, the Airport Manager shall notify the hangar / building owner, renter or lessee by registered letter to remove the offending litter. If within ten (10) work days after receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Airport Manager may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.*
- (s) Use of Another’s Property – Unless authorized by the owner in writing, the use of any aircraft, parts, accessories or tools of another, situated on said airport is forbidden.*

Section 1.07.094 Ground Operations

(a) Air, Ground & Vehicular Traffic – No person shall operate a vehicle on the Airport except in accordance with the following rules, and all federal, state, and local law:

- (1) All vehicles shall yield right of way to aircraft in motion and emergency vehicles.*
- (2) No vehicle except ground service and emergency vehicles shall approach so close to any aircraft with running engine(s) as to create a hazard.*
- (3) All vehicles entering or exiting an operating Airport access gate shall wait for the gate to completely close behind them before proceeding to their destination so as to not allow the entry of any other vehicle.*
- (4) Any vehicle authorized to operate on the Airport runways or taxiways shall display a rotating or steady beacon that complies with FAA Advisory Circular 150/5210 (latest change).*
- (5) All vehicles that are authorized to operate on taxiways or the runways must be equipped with a two-way aviation radio, and must receive a clearance from, and remain in continuous communications with, the Airport Traffic Control Tower (ATCT) when the ATCT is operating. When the ATCT is not operating, or at airports that do not have an ATCT, any vehicle authorized to access the taxiways or runways is required to monitor the published Common Traffic Advisory Frequency (CTAF) for the Airport, and have the ability to communicate with aircraft via a two-way aviation radio.*

(b) Speed Limits - All vehicles shall be operated within the posted speed limits at the Airport. The maximum speed limit for all vehicles in the airside area, with the exception of authorized municipal vehicles in the performance their official duties, is fifteen (15) miles per hour, unless posted otherwise.

Section 1.07.095 Airport Security

(a) Security - The Transportation Security Administration publication “Security Guidelines for General Aviation Airports”, Information Publication A-001, Version 2 dated July 2017 or most recent version, is available for reference at their website - www.tsa.gov/.

This document is used by the Airport as a guideline to security on the Airport and is incorporated as a working document.

(b) Access Codes/Devices - Persons who have been provided either a code or device for the purpose of obtaining access to the Airport shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Manager or his/her designee.

Section 1.07.096 Aircraft Operation Rules

(a) Aircraft Tie Downs

- (1) All aircraft not hangared shall be tied down and additionally should have the wheels chocked when remaining overnight and during inclement weather.*
- (2) All aircraft owners or their agents are responsible for the tie down or security of their aircraft at all times and particularly during inclement weather.*
- (3) Aircraft parked overnight on the transient apron shall pay a tie down fee as established by the Airport Manager, or his/her designee for each night, except that such fee may be waived upon purchase of fuel or services.*

(b) Running Aircraft Engines

- (1) Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.*
- (2) No aircraft will be left running without a qualified person at the controls.*
- (3) No aircraft engine shall be started or run inside any building or hangar.*
- (4) No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.*

(c) Damage to Airport Lighting – Any person damaging any runway, ramp, or taxiway light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Manager or his/her designee. Persons causing damage to runway and taxiway lights as a result of negligent operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixture(s) and may be charged with a misdemeanor as provided in Section 10 of this order.

(d) Taxiing Aircraft

- (1) No person shall taxi an aircraft until it is reasonably ascertained there will be no danger of collision with any person or object in the immediate area.*
- (2) Aircraft will be taxied at a safe and prudent speed and in such manner as to be under the control of the pilot in command at all times.*
- (3) Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant (wing-walker) is at a wing of the aircraft to assist the pilot.*

- (4) *Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.*
- (5) *Aircraft shall not be taxied by engine power into or out of any hangar.*
- (e) *Parking Aircraft*
 - (1) *Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, runway safety area, etc.) as described in FAA AC 150/5300-13 (latest change) and all aircraft not hangared shall be parked in the areas designated by the Airport Manager for that purpose.*
 - (2) *Aircraft shall not be parked within Seventy-Nine (79) feet, based upon the current Airport Layout Drawing, of an aircraft fuel pump or fuel service truck parking area.*
 - (3) *Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Manager or his/her designee as an emergency measure.*
 - (4) *It is the responsibility of the pilot in command when leaving a parked aircraft unattended to see that the brakes are set and / or it is properly chocked and / or tied down.*
- (f) *Wash Racks - Wash racks shall be used for purposes of washing and polishing aircraft, and any other purpose approved by the Airport Manager or his/her designee. Washing / cleaning materials and run-off shall be used and disposed of in compliance with all applicable federal, state, county and local laws and regulations.*
- (g) *Loading and Unloading Aircraft – Loading or unloading aircraft with the engine running is prohibited. Exception will be approved by the Airport Manager or his/her designee.*
- (h) *Authority to Suspend Operations – The Airport Manager or his/her designee may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.*
- (i) *Emergency Locator Transmitter (ELT) – All aircraft operating at the airport must have an automatic type emergency locator transmitter that is in operable condition attached to the aircraft, maintained and in compliance with FAR 91.207.*
- (j) *Standard Traffic Pattern and Altitude, Non Towered Airports – All flight activity will adhere to FAA Advisory Circular 90-66(latest change) “Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers”; also depicted in the Aeronautical Information Manual. Recommended traffic pattern altitudes are 1000 feet Above Ground Level (AGL) for piston powered airplanes and 1500 feet AGL for turbine powered airplanes. The standard left-hand traffic pattern is used and the traffic pattern elevation*

is one thousand eight-hundred (1,800) feet above means sea level (MSL) elevation for piston powered airplanes. Helicopters will operate as to not obstruct the normal traffic pattern. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft.

(k) Clearing Public Right of Ways – No aircraft shall takeoff or land in such manner as to clear any public street or highway at an altitude of less than fifteen (15) feet, or seventeen (17) feet over an interstate highway, twenty-three (23) feet over a railroad, or twenty-seven (27) feet over a coastal water way, or the clearance height of the tallest bridge over the waterway, nor land or take off on the taxiway or over hangars or other structures, automobile parking areas, or groups of spectators. (Ref: FAR 77).

(l) Takeoffs on Other Than Runways – Takeoffs or landings shall not be made on the apron, parking ramp, taxiway, or any area other than designated runways by airplanes, gyroplanes, powered lift, balloons, airships, ultralights, or light sport aircraft except by prearranged permission from the Airport Manager. Helicopters may operate to and from designated helicopter landing areas.

(m) Takeoffs - Takeoffs Allowed, Non Towered Airports – Low approach, full stop, touch and go, or stop and go landings may be made at the discretion of the pilot in command. Pilots remaining in the traffic pattern making landings should broadcast on the CTAF their pattern direction of turn and their landing (low approach, full stop, touch and go, stop and go) intentions at least by the final segment leg. All aircraft departing shall clear the traffic pattern for traffic before taxiing into takeoff position. See FAR 91.113 (g).

(n) Preferred Runway - If the winds are calm or at a ninety (90) degree crosswind to Runway 16, the preferred takeoff and landing runway is 16.

(o) Student Training, Local Operations

(1) Flight instructors shall avail themselves and their students of all rules and regulations, including local rules and FARs in effect at the Airport.

(2) The Airport Manager or his/her designee and advise airport users via public posting and electronic transmission of limited areas of the Airport and local areas sanctioned by the FAA for practice flying and student training.

(3) Aircraft shall not be permitted to remain on the landing or take-off areas for the purpose of instructing students.

(p) Agricultural Spraying Operations – Agricultural (Ag) spraying operations will be conducted in accordance with procedures approved by the Airport Manager and made known to all persons conducting agricultural spraying operations. Ag operations shall be accomplished in accordance with the standards of the Environmental Protection Agency and the Texas Commission on Environmental Quality in an area so designated by the Airport Manager. Each Ag operator

shall carry liability insurance in the amount of \$100,000 dollars, payable to the City of Sherman for the cleanup of any hazardous chemical spills on Airport property caused by the Ag operator.

(q) *Special Procedures*

- (1) *The Airport Manager or his/her designee, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows or aviation fly-ins, agricultural operations, gyroplanes, powered lift, gliders, balloons, airships, ultralights, and light sport aircraft in the weight shift control or powered parachute class. Any such change from standard procedures shall be published in the FAA's Chart Supplement if of a permanent nature or the Airport Manager shall issue a NOTAM if such change is if a temporary nature. Permanent changes require filing through TxDOT Aviation Division to the FAA. Temporary closing of a portion of the airport for special events will be approved by the FAA, through TxDOT Aviation Division. See FAA Order 5190.6 (latest change).*
- (2) *Parachute descent onto the Airport property shall not be permitted without the recommendations of the City Manager and Council. The Airport Manager or his/her designee may develop operating procedures and designated landing areas for parachute operations.*

(r) *Model Aircraft – Model aircraft not capable of carrying a person shall not be permitted to operate, take off or be launched from, flown over or land at the Airport. Model A/C operations for specific aeronautical events such as fly-ins or air shows may be approved for specific times by the City Council.*

(s) *Common Courtesy – Aircraft entering the traffic pattern shall exercise caution and practice courtesy so as not to cause aircraft already in the pattern to deviate from their course.*

(t) *Altitude and Noise of Engines - No aircraft shall be operated over the City of Sherman at an altitude of less than one thousand (1,000) feet above the ground. Aircraft engines shall not be accelerated or decelerated while over the City of Sherman in such a manner as to distract, excite or disturb persons on the ground, regardless of altitude.*

Section 1.07.097 *Fueling, Flammable Fluids, and Fire Safety*

(a) *Fueling Aircraft*

- (1) *All aircraft fueling, fuel equipment, and procedures will be in accordance with the most recent version of Manual 407 – “Standard for Aircraft Fuel Servicing, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, 800-344-3555, <http://catalog.nfpa.org>. A digital copy is also available from the City's Fire Marshall.*
- (2) *All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the City's adopted version of the International Fire Code, as published*

by the International Code Council, Inc. and FAA Advisory Circular 150/5230-4, (latest change).

- (3) All aircraft shall be fueled clear of all hangars, other buildings, and aircraft by at least Seventy-Nine (79) feet, per the current Airport Layout Drawing.*
- (4) Fueling trucks shall not be parked within any building or hangar or within 50 feet of any building, hangar, or parked aircraft, as determined by the local Fire Marshal. Fuel trucks shall be parked with at least ten (10) feet separation between vehicles.*
- (5) Aircraft fuel storage tanks for below-ground or above-ground use will be constructed and installed, registered as required, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, rules, and regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality.*
- (6) Aviation or auto fuels shall not be stored within a hangar or building except in approved five (5) gallon or smaller containers manufactured and marked for such purpose and only with the approval of the local Fire Marshal.*
- (7) Persons or businesses wishing to dispense fuel into their privately owned aircraft shall not be denied; however, they must meet all reasonable requirements the City places on other fuel suppliers, public or private. Private fueling facilities located on leased or private property must be installed and the fuel dispensed in accordance with all rules applicable to aircraft fueling and fire safety contained herein.*
- (8) Public sale of automobile gasoline for use in aircraft will not be permitted on the Airport without written approval of the Airport Manager. Aircraft authorized by the FAA to use auto gasoline may be privately fueled by the owner in a location designated by the Airport Manager in accordance with all rules appertaining to aircraft fueling and fire safety contained herein.*
- (9) All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel services, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, plus the fuel I.D. number, and "NO SMOKING" signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.*
- (10) Fuel spills in excess of one gallon must be reported to the Airport Manager, or his/her designee, and immediate action taken by the spilling entity to clean up the spill in accordance with all local, state, and federal regulations*

(b) Fuel Flowage Fee - Any person, corporation, partnership, association, or business entity of any kind, or any person acting for or through them, including, but not limited to, any wholesale fuel distribution company, who delivers fuel to an fuel storage tank or who delivers fuel obtained from a source not on the Airport directly into any aircraft on the Airport must pay the amount of \$.05 per gallon of fuel delivered.

- (1) Payment to the City of all fuel flowage fees due must be made not later than the fifteenth (15th) day of the month following the date of the fuel delivery.*
- (2) Payment of fuel flowage fees shall be accompanied by a report in a form approved by the Airport Manager that indicates the amount of fuel delivered to the airport during the preceding month.*
- (3) Military aircraft conducting operations which require fueling from U.S. Government facilities are exempt from fuel flowage fees.*

(c) Fire Safety

- (1) Every person using the Airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.*
- (2) Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump, or fuel truck is prohibited.*
- (3) Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Manager.*
- (4) No flammable substance shall be used for the cleaning of any aircraft part or anything inside a hangar, T-hangar, or other building upon the Airport.*
- (5) No one shall smoke or ignite a match or lighter in any building, hangar, or public ramp area except in posted "Designated Smoking Areas" identified by the Airport Manager.*
- (6) Hangar entrances must be clear in a manner such that emergency or fire / rescue personnel and equipment can immediately access the hangar without hindrance.*
- (7) The floors in all buildings shall be kept clean and free of oil. Volatile or flammable substances shall not be used to clean floors, walls or any portion of a hangar structure.*
- (8) All Airport tenants and lessees shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by applicable fire codes and regulations. Each fire extinguisher shall carry a suitable tag showing the date of most recent inspection.*

Section 1.07.098 *Lease of Airport Property and Construction on Airport*

Hangars and other buildings or structures owned by the City may be leased to private individuals, companies, or corporations on a monthly or yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial Fixed Base Operation (FBO).

The City may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, lean-tos, aprons, taxiways, and auto parking lots in accordance with an approved Airport Master Plan/Airport Layout Plan and design guidelines. Aviation related use must be given priority in the use of all leased or privately owned property, buildings or structures. If the aviation needs of the Airport are sufficiently met, the City may authorize non-aviation use of any portion of the Airport or any building on the Airport on a case-by-case basis. Application of such non-aviation use shall be made to the City Council; and approval from TxDOT Aviation Division must be received prior to granting authorization for non-aviation use.

- (a) Lease Term –No lease of airport property or facilities shall be granted for a term exceeding (20) years, however the initial term of a lease of airport property or facility may exceed twenty (20) years but in no case more than forty (40) years if a loan or deed of trust lien is obtained expressly for construction of the facility which will become property of the City at the end of the lease term, free and clear of all liens and encumbrances. Non-aviation leases shall not exceed eighteen (18) months.*
- (b) Construction on Leased Property*
 - (1) As given in FAR part 77, the sponsor or sponsor's agent will file electronically with the FAA for any construction on or near the airport. See FAR part 77. File at <http://oeaaa.faa.gov> (or most current URL). A determination of no objection must be received, by the Airport manager or his/her designee, from the FAA prior to any construction on the Airport. No hangar or structure may be erected beyond the building restriction line (BRL) or in conflict with the approved Airport Layout or Development Plan.*
 - (2) All plans and specifications for construction, renovation, remodeling, or refurbishing of the leased premises shall meet all current Standard Fire and Building Codes published by the Southern Building Code Congress and the National Electrical Code, and shall provide for the construction to be from material satisfactory and acceptable to the City Council. All construction must be of a compatible standard capable of withstanding winds of 90 mph (based upon 2009 IBC and City of Sherman Commercial Permit Checklist), with doors open or closed.*
 - (3) The City Council's written approval of the plans and specifications must be obtained prior to construction of the improvements.*

- (4) *Construction must begin within one hundred twenty (120) days after the effective date of the lease or final comment from TxDOT and the FAA for the filed air space study (Form 7460-1) as required by FAR Part 77, whichever date is later. Construction must be substantially completed within one hundred eighty (180) days of start of construction. Projects anticipated to exceed 180 construction days require approval of the Airport Manager. The Improvements on the leased premises shall remain the tenant's property until expiration or termination of the lease and its covenants or as otherwise agreed to in the contract between the City Council and the tenant.*
- (5) *Any privately-owned structure or hangar not in use for aviation purposes for a period in excess of ninety (90) days or not available for lease or sublease for aviation purposes, unless so authorized for non-aviation uses by the City, must be removed after due notice to the owner in writing or the City Council will consider such structures or hangars abandoned and will seek title to such structure or hangar.*
- (6) *Leased land from which any building, hangar, or structure is removed, after due notice will be cleared, cleaned, and put back in its original or acceptable condition.*
- (7) *All construction and/or maintenance on airport shall be executed in accordance with the applicable FAA Advisory Circulars, latest editions. Design and construction shall, at a minimum, conform to the B-II ARC classification standards and all pertinent FAA specifications and design circulars. Including the marking of vehicles and equipment on the airside operations area*
- (c) *Assignment and Sub-letting -- Without the prior written consent of City Council, the leased premises or any rights there under (except to a leasehold mortgagee as herein provided) may not be assigned. Any assignment or subletting shall be expressly subject to all the terms and provisions of the original lease.*
- (d) *Flying Clubs - A Flying Club ("Club") shall meet the following standards:*

 - (1) *At the time of applying for a lease, license, permit or agreement to operate at the Airport, the Club shall furnish the Airport Manager or his/her designee with a copy of its documents of organization; the Club's list of members, including names of officers and managers; evidence of required insurance; a description of all aircraft used; evidence that such aircraft are properly certificated; evidence of ownership of such aircraft; and any operating rules of the Club.*
 - (2) *All aircraft used by the Club shall be owned by the Club or leased exclusively by written agreement to the Club, and all ownership or lease*

rights to such aircraft must be vested on a pro-rata basis in all of the Club's members. The property rights of the Club members shall be equal, and no part of any revenues received by the Club shall inure to the direct benefit of any member (e.g., by salary or bonus). The Club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft and facilities.

- (3) The Club's aircraft shall not be used by any person other than the Club's members and shall not be used by any person for hire, charter, or air taxi. Flight instruction may be given in Club aircraft.*
- (e) Environmental Issues and Indemnification - Any tenant of the Airport, its agents, employees, independent contractors, or sub lessee shall not install, store, use, treat, transport or dispose of any:*
 - (1) Asbestos in any form*
 - (2) Urea formaldehyde foam insulation.*
 - (3) Transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or*
 - (4) Any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either:*
 - (A) in amounts in excess of that permitted or deemed safe under applicable law;*
 - (B) or in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials").*
- (f) Environmental Cleanup Laws – An Airport tenant will, at their own expense, comply with all existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws") in effect at the time of the lease, and all future laws thereafter. An Airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any*

Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises, by an airport tenant, its agents, employees, independent contractors or sub lessees during the term of a lease, the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The Airport shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorneys' fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the leased premises by an Airport tenant.

- (g) Environmental Notices – An Airport tenant shall promptly supply the City Council with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.*
- (h) Environmental Survival – An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.*
- (i) Storm Water Compliance*
 - (1) The Airport is subject to federal storm water regulations, 40 C.F.R. Part 122 for “vehicle maintenance shops” (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Each Airport tenant shall become familiar with these storm water regulations if it conducts “vehicle maintenance” or operates equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations.*
 - (2) The City shall take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable federal and/or state regulations, including the leased property occupied or operated by an Airport tenant. A storm water discharge permit issued to the City may name an Airport tenant as a co-permittee.*
 - (3) An Airport tenant’s close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. An Airport tenant may have to*

implement and maintain “Best Management Practices”. to minimize the exposure of storm water (and snow melt) to “significant materials” generated, stored, handled or otherwise used as defined in the federal storm water regulations.

- (4) The City storm water discharge permit is incorporated by reference into each lease and any subsequent renewals.*
- (5) The City will provide an Airport tenant with a written notice of those storm water discharge permit requirements that are in the City storm water permit, that a tenant will be obligated to perform from time to time, including, but not limited to:*
 - 1. certification of non-storm water discharges;*
 - 2. collection of storm water samples*
 - 3. preparation of storm water pollution prevention or similar plans*
 - 4. implementation of “good housekeeping” measures or best management practices; and maintenance of necessary records.*

Such written notice shall include applicable deadlines and an opportunity to dispute any of the storm water discharge permit requirements.

- (6) Each Airport tenant shall participate in any organized task force or other work group established to coordinate storm water activities of the Airport.*

(j) Non Discrimination Covenants

- (1) Each lease will include as a covenant running with the land to ensure that:*
 - (A) No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased property;*
 - (B) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, sex or national origin, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.*
- (2) The right to conduct aeronautical activities for furnishing services to the public is granted to an Airport tenant subject to the agreement:*

- (A) To furnish said services on a fair, equal and not unjustly discriminatory basis to all users.
 - (B) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service provided an allowance may be made to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- (k) Insurance – An Airport tenant shall during the term of lease maintain at their cost and expense insurance relating to the leased premises as follows:
- (1) General public liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the leased premises, such insurance to afford protection to City of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.
 - (2) Hangar keeper's liability insurance providing coverage for aircraft not owned by the tenant and who operate an airport business in their hangar in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody, or control of tenant.
 - (3) All such policies of insurance shall be issued by insurance companies acceptable to the City, shall name the City as an additional insured or loss payee, as the case may be, and shall provide for at least ten (10) days written notice prior to cancellation or modification.
- (l) Hold Harmless – The City shall not be liable to an Airport tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent area owned by the City.

Section 1.07.098 Knowledge of Rules Implied

By publication and adoption of this ordinance / order, all persons shall be deemed to have knowledge of its contents. However, the Airport Manager or his/her designee is directed to have copies of the ordinance / order posted in paper or electronically, where appropriate. Copies shall be available at all times in the Airport Manager's office, and copies shall be furnished to all owners and operators of aircraft based at the airport.

Section 1.07.099 Conflict of Rules and Regulations

If and where there are conflicts in the rules and regulations prescribed herein and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail. If and where there exists a conflict

between any of the rules or regulations prescribed herein and any other City rules applicable to the same area, the more stringent limitation, or requirement shall govern and prevail.

Section 1.07.100 *Penalty for Violation*

The Airport Manager may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of the rules or regulations prescribed herein pending a hearing by the City Council. Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property. Any violation of this ordinance / order shall be a misdemeanor, and upon conviction, be punishable by a fine not exceeding two-hundred (\$200) dollars, and each day a violation continues to exist shall constitute a separate offense. This section is cumulative of all other penalties for violation of Federal, State, and local laws, rules, regulations, ordinances, and orders. Citation for violation or issuance of a violation ticket of any of the rules and regulations prescribed herein may be made by any authorized police officer. The Airport Manager or his/her designee or City Council may request authorized police officers to investigate any suspected violation of these rules.

Section 1.07.101 *Severability*

If any of the provisions of this ordinance/order or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance/order which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 3. 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 4. That the provisions of this ordinance are servable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of effectiveness of the remainder of the ordinance.

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

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

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

Division 3. Airport Rules

~~Sec. 1.07.091 — Ownership and operations~~

~~Sherman Municipal Airport is owned and operated by the city in accordance with all federal, state, county and local laws, statutes and ordinances governing such operation. The airport manager (manager) has the authority and responsibility for the safe and efficient operation of the airport and for the enforcement of these rules and regulations. The manager shall have the authority to take necessary appropriate measures to safeguard any person or property on the airport, including the suspension of airport operations. (1991 Code, sec. 5-66)~~

~~Sec. 1.07.092 — FAA regulations, licenses and certificates~~

~~(a) — Federal air traffic rules. Federal air traffic rules of the Federal Aviation Administration (hereinafter referred to as the "FAA") for aircraft operated within the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth herein.~~

~~(b) — If and where there is conflict in these regulations and the Federal Aviation Administration published policy and/or Federal Aviation Regulations, the latter shall prevail. The provisions of this article shall not in any way supersede the provisions of the building code, fire code, or other construction or safety-related codes.~~

~~(c) — It shall be unlawful for any person to operate on or from the airport (whether for compensation or not) unless he possesses all licenses, certificates and authorizations required by these regulations and the various governmental authorities for such operations.~~

~~Sec. 1.07.093 — Aircraft~~

~~(a) — Ground operations.~~

~~(1) — Tie-down of aircraft. Persons utilizing the tie-down spaces at Sherman Municipal Airport should adhere to the following:~~

~~(A) — All aircraft not hangared shall be tied down at night and during inclement weather and when wind velocities exceed ten (10) knots.~~

~~(B) — All aircraft owners, operators or their agents are responsible for the tiedown or security of their aircraft at all times and particularly during inclement weather and windy conditions.~~

~~(C) — Aircraft parked overnight on the transient apron shall pay a tie-down fee as established by the airport manager for each night, except that such fee may be waived upon purchase of fuel or services.~~

~~(2) — Running aircraft engines. Before starting aircraft, persons should adhere to the following:~~

~~(A) — Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.~~

~~(B) — No aircraft shall be hand propped, started or left running without a qualified person at the controls.~~

~~(C) — No aircraft engine shall be started or run inside any building or hangar.~~

~~(D) — No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, automobiles, and groups of people.~~

~~(3) — Taxiing aircraft. For safe operation while taxiing, persons should adhere to the following:~~

~~(A) — No person shall taxi an aircraft until he/she has reasonably ascertained there will be no danger of collision with any person or object in the immediate area.~~

~~(B) — Aircraft will be taxied at a safe and prudent speed and in such manner as to be under the control of the pilot at all times.~~

~~(C) — Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant (wing walker) is at a wing of the aircraft to assist the pilot.~~

~~(D) — Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway hold position markings.~~

~~(E) — Aircraft shall not be taxied by engine power into or out of a hangar or a T hangar.~~

~~(4) — Parking aircraft. Parking of aircraft at Sherman Municipal Airport should be parked in such a manner as to comply with the following:~~

~~(A) — Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, safety area, etc.) as described in FAA AC 150/5300-13. All aircraft not hangared shall be parked in the areas designated by the manager for that purpose.~~

~~(B) — Aircraft shall not be parked within fifty (50) feet of an aircraft fuel pump or fuel service truck parking area.~~

~~(C) — Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the manager as an emergency measure.~~

~~(D) — It is the responsibility of the pilot when leaving a parked aircraft unattended to see that the brakes are set and/or it is properly chocked and/or tied down.~~

~~(E) — Aircraft parked on the aircraft parking ramp shall not be parked in a manner that will block or hinder vehicle ground movement in the designated vehicle drive lanes.~~

~~(5) — Loading/unloading aircraft. Pilots are prohibited from loading or unloading aircraft with the engine running.~~

~~(6) — Damage to lights. Any person damaging any runway or taxiway light or fixture by operation of an aircraft, or otherwise, shall immediately report such damage to the manager.~~

~~(7) — Wrecked aircraft. Every aircraft owner, his/her pilot, or agent, shall be responsible for notifying FAA and promptly removing disabled or wrecked aircraft from the operational areas of the airport, under the direction of the manager.~~

~~(8) — Repairs to aircraft. No aircraft shall be repaired on any part of the taxiways, landing or takeoff areas. All outside repairs shall be made only at areas designated by the airport manager. Major engine, airframe and avionics repairs shall be conducted by a properly licensed mechanic within a hangar or building authorized by the airport manager. Any preventive maintenance authorized by FAR part 43 may be made by the owner or operator within a hangar or at places designated by the airport manager for such purposes.~~

~~(9) — Fluid disposal. All fluids recovered from an aircraft shall be disposed of in accordance with all federal, state and local laws, regulations, guidelines and ordinances.~~

~~(b) — Air operations and aeronautical safety.~~

~~(1) — Active runway. From a zero- up to a ninety-degree crosswind to runway 16, the designated runway is runway 16.~~

~~(2) — Clearance height over streets and objects. No aircraft shall land or take off in such manner as to clear any public street, highway, or railroad at an altitude of less than fifty (50) feet, nor land or take off on a taxiway or over hangars or other structures, automobile parking areas, or groups of spectators. All take-offs on runway 34 shall commence at the threshold markings of runway 34.~~

~~(3) — UNICOM. All pilots with radio-equipped aircraft shall call on the local UNICOM or the common traffic advisory frequency (CTAF) 122.8 to determine the active runway and to announce their position and intentions for takeoff or landing.~~

~~(4) — Emergency locator transmitter (ELT).~~

~~(A) — It is the responsibility of all pilots in command of an aircraft to ensure that their ELT is in proper working order and turned off when not being tested or in nonemergency situations.~~

~~(B) — If a pilot lands his/her aircraft at the airport, parks and locks or hangars his/her aircraft with the ELT transmitting and the manager determines such has occurred, the manager shall take immediate action to telephone and/or locate the pilot of the aircraft, advise him/her of the situation, and request that he/she return to the airport immediately and turn off the ELT. Should the pilot fail to within a reasonable time to turn off the ELT, the manager, accompanied by a local peace officer, a civil air patrol officer or an FAA representative, shall take the necessary action to turn off the ELT. The aircraft owner shall be responsible for all charges associated with turning off the ELT.~~

~~(5) — Takeoffs on apron or taxiways. Takeoffs or landings shall not be made on the apron, parking ramp~~

~~or taxiway by fixed-wing, rotary-wing or ultralight aircraft except by special permission of the manager unless under emergency conditions.~~

~~(6) — Operations allowed. Touch-and-go landings may be made at the discretion of the pilot. Pilots remaining in the pattern making touch-and-go landings should broadcast on the UNICOM or the common traffic advisory frequency (CTAF) their pattern turns and their touch-and-go intentions after turning final. All persons shall ensure that the landing area is clear of landing and takeoff traffic before taxiing into takeoff position.~~

~~(7) — Traffic pattern and pattern altitude. The standard left-hand traffic pattern is used at Sherman Municipal Airport, and the traffic pattern elevation at the airport is one thousand (1,000) feet above ground level (AGL) for small aircraft, which is one thousand eight hundred (1,800) feet above mean sea level (MSL) elevation.~~

~~(8) — Student training and practice flying.~~

~~(A) — Flight instructors shall instruct all student pilots of the rules and regulations in effect at the airport.~~

~~(B) — Aircraft shall not be permitted to remain on the landing or takeoff areas for the purpose of instruction.~~

~~(9) — Special operational procedures. The designation and limitation of special operational procedures shall include, but not be limited to, the following:~~

~~(A) — The manager may, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows, agricultural operations, gliders, ultralights, etc. Any such change from standard procedures shall be published in the FAA's chart supplement if of a permanent nature or the manager shall issue a NOTAM if such change is of a temporary nature.~~

~~(B) — Parachute jumping onto airport property shall not be permitted without prior written approval from the manager.~~

~~(C) — High speed (2.0 Vs or more clean), low level passes, i.e., "buzzing," are prohibited at or below one thousand two hundred forty-five (1,245) feet mean sea level (MSL) or five hundred (500) feet above ground level (AGL).~~

~~(Ordinance 6240 adopted 8/19/19)~~

~~Sec. 1.07.094 — Vehicle operations~~

~~Only city owned vehicles shall operate upon taxiways, ramps and runways. No authorized vehicles will exceed ten (10) miles per hour while driving on the aircraft parking ramp. All vehicles will give the right of way to aircraft. Special use vehicles such as an ambulance, hearse or delivery van may be driven on the aircraft parking ramp with the permission of the manager. An aircraft owner who rents, leases or owns his/her private hangar may park his/her automobile in the hangar while on a trip in his/her aircraft. At no time may any vehicle park on a designated aircraft movement area or immediately adjacent to a movement area. Vehicles may only park in designated parking areas or where authorized by the manager. (1991 Code, sec. 5-69)~~

~~Sec. 1.07.095 — Fire regulations~~

~~(a) — Facilities.~~

~~(1) — Every person going upon or using the airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.~~

~~(2) — Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump or fuel truck is prohibited.~~

~~(3) — Compressed flammable gas shall not be kept or stored upon the airport, except at such place as may be designated by the manager.~~

~~(4) — No flammable substance shall be used for the cleaning of any aircraft part or other thing inside a hangar, T-hangar or other building upon the airport. This does not prohibit the use of cleaning fluids used in a "part-washer" device for the cleaning of aircraft parts.~~

~~(5) — Hangar entrances shall be kept clear at all times.~~

~~(6) — The floors in all buildings shall be kept clean and free of any flammable substances. Volatile, flammable substances shall not be used for cleaning the floors.~~

~~(7) — No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable and nonrepairable airplane~~

~~parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a private owned, rented or leased hangar/building, the manager shall notify the hangar/building owner, renter, or lessee by registered letter to remove the offending litter. If within ten (10) workdays after receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the manager may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.~~

~~(8) No person shall store combustible materials or other hazardous materials in an aircraft hangar, except in locations and containers approved by a fire official, such as the fire marshal for the city.~~

~~(b) Fueling operations.~~

~~(1) Aircraft shall not be fueled while the engine is running or while in a hangar or other enclosed place, with the exception of an agricultural spray aircraft on a fast turnaround, which may be fueled and loaded with chemicals with the aircraft engine idling if the manager has provided written authority to the agricultural operator, the pilot remains at the controls, the aircraft's wheels are chocked, there are at least two (2) twenty-pound fire extinguishers within fifty (50) feet of the aircraft being serviced, and a qualified ground crew member is present during the fueling operation.~~

~~(2) Prior to making any fueling connection to an aircraft, the fueling equipment (fuel, pump, hydrant service, fuel truck) shall be bonded to the aircraft by use of a cable suitable for the purpose and approved by the city fire department. The bond shall be made prior to fueling and maintained until fueling is completed and fuel connections have been removed. In addition, when fueling over wing, the fueling nozzle shall be bonded with a nozzle bond cable having a clip or a male plug to a metallic component of the aircraft that is metallicity connected to the aircraft fuel tank filler port or a female receptacle designed to accommodate the male plug. If there is no plug receptacle or means for attaching a clip, the operator shall touch the filler cap with the nozzle spout before removing the cap so as to equalize the static electrical potential between the nozzle and the filler port. The nozzle spout shall be kept in contact with the filler neck until the fueling is completed to avoid the possibility of a spark at the fill opening. Only metal funnels shall be used for fueling. Bonding and fueling connections shall be disconnected in the reverse order of connection after fueling is completed.~~

~~(3) All aircraft shall be fueled clear of all hangars, other buildings, and other aircraft in compliance with FAA and NFPA standards.~~

~~(4) Fueling trucks shall not be parked within any building or hangar or within fifty (50) feet of any building, hangar or parked aircraft (the city fire department shall have final authority as to determining such distance). Fuel trucks shall be parked with at least ten (10) feet separation between vehicles.~~

~~(5) Prior to the fueling of any aircraft, the aircraft shall be bonded to the fuel pump or hydrant service/fuel truck to equalize the static electric potential between the fuel truck and the aircraft. Bonding shall be accomplished in the interest of fire safety as described in rule 36.A.~~

~~(6) A sufficient number, rating and size of fire extinguishers shall be available whenever aircraft are being refueled.~~

~~(7) Except as provided in subsection (b)(1) above, the pilot and all passengers shall exit the aircraft and the aircraft will be unoccupied during fueling operations.~~

~~(8) Aircraft fuel service trucks shall have a minimum of two (2) twenty-pound fire extinguishers located at the rear of and on each side of such truck.~~

~~(9) Aircraft fuel service trucks shall have an "emergency cutoff" valve, which shall be clearly identified and painted red.~~

~~(10) All aviation fuel nozzles shall have "dead man" controls, which will shut off the fuel flow when the nozzle hand control is released. Nozzles with mechanical hold open devices will not be permitted for fueling aircraft.~~

~~(11) In all matters related to aircraft fueling safety, the provisions of the National Fire Protection Association (NFPA), Manual 407 "Aircraft Fuel Servicing, 1990" or as revised, available from the National Fire Protection Association, 1 Batterymarch Park, P.O. Box 9101, Quincy, MA 02269-9101, shall prevail.~~

~~(Ordinance 6240 adopted 8/19/19)~~

Sec. 1.07.096 — Facilities

~~(a) — Business operations. No private or public business operations shall be conducted out of any hangar, T-hangar or other city-owned facility without such activity being specifically authorized in a lease agreement.~~

~~(b) — Leases and occupant agreements.~~

~~(1) — Facility leases.~~

~~(A) — Before any building or hangar is used or occupied there shall be a fully executed written lease agreement provided by the airport manager and approved by the city attorney.~~

~~(B) — All registered owners of aircraft based or stored in a hangar shall be the lessee of occupied space.~~

~~(2) — Tie-downs. Except for short-term in-transit aircraft, all tie-downs shall have a daily, weekly or monthly rental fee as directed by the airport manager.~~

~~(3) — Ground leases. The airport manager will consider a ground lease agreement for an appropriate project which must be approved by the city council before it becomes final and binding.~~

~~(4) — Occupant agreement. All occupiers or users of hangar space or of aircraft kept or stored in hangars shall sign a written occupant agreement provided by the airport manager.~~

~~(c) — Assignment of lease. No lease may be assigned, transferred or sublet and any attempt to do so shall be void.~~

~~(d) — Abandoned property. Personal property left unattended and abandoned for more than thirty (30) days upon airport property shall become the property of the city, which may collect, sell or otherwise dispose of such property at the expense of the former property owner.~~

~~(e) — Unauthorized signs and equipment. No signs, nonaeronautical equipment, portable buildings or trailers may be erected, moved in, or installed on the airport property, except as may be specifically authorized by the manager.~~

~~(f) — Storage. Aircraft hangar space shall only be leased for the primary purpose of the storage of airworthy aircraft and aircraft parts and equipment for the repair and maintenance of such aircraft. Remaining space in the hangar may be used for the storage of additional items in compliance with these rules and regulations and airport policy only so long as the airworthy aircraft remains stored in the hangar.~~

~~(g) — Building modifications. Modifications, alterations or painting of any building, hangar or T-hangar is prohibited.~~

~~(1991 Code, sec. 5-71)~~

Sec. 1.07.097 — Hazardous materials

~~(a) — Storage and disposal. No person or other legal entity shall install, store, use, treat, transport, discharge or dispose, or permit the same to be done, on airport property any:~~

~~(1) — Asbestos in any form;~~

~~(2) — Urea formaldehyde foam insulation;~~

~~(3) — Transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; or~~

~~(4) — Any other chemical, material, air pollutant, toxic pollutant, waste, or substance that is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the leased premises, and which is either:~~

~~A — In amounts in excess of that permitted or deemed safe under applicable law; or~~

~~(B) — In any manner which is prohibited or deemed unsafe under applicable law.~~

~~(The substances referred to in subsections (a)(1) through (4) are collectively referred to hereinafter as~~

~~“hazardous materials.”)~~

~~(b) — Cleanup. Any person or other legal entity that violates subsection (a) above shall immediately remove such hazardous materials from the airport property and clean up the area in accordance with all applicable federal, state and city rules, regulations and laws at their own cost and expense.~~

~~(1991 Code, sec. 5-72)~~

~~Sec. 1.07.098 — Miscellaneous provisions~~

~~(a) — Registration. Each person or other legal entity intending to base, stop or park aircraft on the airport for more than twelve (12) hours shall immediately register with the manager.~~

~~(b) — Intoxicants and narcotics prohibited. No person under the influence of any intoxicant, narcotic or other illicit drug shall be allowed to enter upon or remain upon airport property or shall operate or fly in any aircraft upon or from the airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse or caretaker.~~

~~(c) — Surreptitious activities. Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the manager, the police department or officers of the state department of public safety.~~

~~(d) — Injury to person. Persons entering upon airport property by vehicular conveyance or pedestrian traffic do so at their own risk.~~

~~(e) — Objects. No objects, including bottles, cans, scrap, nuts, bolts, nails or any object that may cause personal injury, death or damage to aircraft shall be thrown from any aircraft, dropped, placed or left upon the floor of any building or upon any part of the surface of the airport, except in an appropriate receptacle.~~

~~(f) — Flying of model airplanes. Engine-powered model airplanes, cable or radio controlled, or model gliders shall not be permitted to operate on or above the airport without the written approval of the manager.~~

~~(g) — Parachuting. Parachute jumping onto airport property shall not be permitted without prior written approval from the manager.~~

~~(Ordinance 6240 adopted 8/19/19)~~

~~Sec. 1.07.099 — Knowledge of rules implied~~

~~By publication and adoption of these rules and regulations, all persons shall be deemed to have knowledge of their contents. However, the manager is directed to have copies of these rules and regulations printed and posted where appropriate. Copies shall be available at all times in the manager’s office and copies shall be furnished to all owners and operators of aircraft based at the airport. (1991 Code, sec. 5-74)~~

~~Sec. 1.07.100 — Reserved~~

~~**Editor’s note** Former section 1.07.100 pertaining to the “conflict of rules and regulations” and deriving from the 1991 Code, sec. 5-75, was deleted in its entirety by Ordinance 6240, sec. 7, adopted 8/19/19.~~

~~Sec. 1.07.101 — Penalty for violation~~

~~The manager may deny use of the airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of these rules and regulations pending a hearing by the city council. Upon such hearing, such person may be deprived of further use of the airport and its facilities for a period of time as the city council in its sole discretion deems necessary for the safety and protection of life and property. Any violation shall be a misdemeanor and, upon conviction, punishable by a fine in accordance with the general penalty provision set forth in [section 1.01.009](#) of this code, and each day a violation continues to exist shall constitute a separate offense. This section is cumulative of all other penalties for violation of federal, state, county and local laws, regulations, guidelines, ordinances and orders. Civil legal remedies may be sought simultaneously with criminal prosecution. Citation for violation or issuance of a violation ticket for any of these rules and regulations may be made by any authorized police officer. The manager or the city council may request authorized police officers to investigate any suspected violation of these rules and regulations. (1991 Code, sec. 5-76)~~

Division 3. Airport Rules and Regulations

Section 1.07.091 Purpose

An ordinance/order providing rules and regulations for the efficient and safe operation of the Sherman Municipal Airport (hereinafter referred to as the "Airport"); and to provide the greatest service for the citizens of Sherman and the aviation public, is adopted by the City Council, providing enforcement by the Airport Manager or his/her designee, and providing penalties for violations; all as authorized by the Texas Transportation Code Chapter 22 "County and Municipal Airports".

The definition of "Airport", "aircraft", "airplane", and other common terms used herein is as defined in Part 1, Code of Federal Regulations, Title 14, Aeronautics and Space. Ultralight refers to aircraft that fall within the description given in FAR Part 103. "Airport" with a capital refers to the specific airport for which these rules are adopted. "TxDOT" herein refers to the Texas Department of Transportation, Aviation Division.

Section 1.07.092 Use of Airport Restricted

No person, partnership, firm, association, corporation or entity, incorporated or otherwise, shall use the Airport for any commercial activity, unless approved by a written permit from the City Manager, or his/her designee, in conformance with FAA rules and regulations.

Section 1.07.093 General Rules and Regulations

The following rules and regulations shall be observed in the use and operation of the Airport:

- (a) Federal Air Traffic Rules** of the Federal Aviation Administration (FAA) for aircraft operated within the United States, and presently or hereafter effective, are hereby referred to, adopted, and made a part hereof as though fully set forth and incorporated herein.
- (b) Safeguard of Persons and Property** – The Airport Manager or his/her designee shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.
- (c) Through-the-Fence Operations** – No private individual, partnership, FBO, company, or corporation shall be permitted direct ground access to the Airport by their aircraft, customers' aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport without prior coordination with TxDOT. Furthermore, no private individual, partnership, company, corporate, or customers' aircraft or vehicle shall be permitted direct ground access to property from the Airport – a practice commonly known as a "through-the-fence operation" without prior coordination with TxDOT.
- (d) Lien for Charges** – To enforce the payment of any charge for repairs, improvements, storage, or care of any personal property by the City or its agents in connection with the operation of the Airport, the City may place a lien upon such personal property, which shall be enforceable as provided by law.
- (e) Lien Possessory Right** – To enforce the payment of any such charge, the Airport Manager or his/her designee may retain possession of such personal property until all reasonable, customary, and usual compensation has been paid in full.
- (f) Unauthorized Signs and Equipment** – No signs, non-aeronautical equipment, portable buildings, or trailers may be erected, moved-in, or installed on Airport property, except as may be specifically authorized by the Airport Manager or his/her designee.
- (g) Surreptitious Activities** – Any person observing suspicious, unauthorized or criminal activities should report such activities immediately to the Airport Manager, local police, officers of the Texas Department of Public Safety, and the Transportation Security Administration General Aviation Information Hotline at 1-866-GA SECUR(E) or 1-866-427-3287.
- (h) Wrecked Aircraft** – Every aircraft owner, his/her pilot or agents, shall be responsible for notifying FAA and promptly removing disabled or wrecked aircraft from the operational areas of the Airport, under the direction of the Airport Manager or his/her designee.
- (i) Repairs to Aircraft** – No aircraft shall be repaired on any part of the landing or takeoff area. All outside repairs shall be made only at places designated by the Airport Manager for such purpose. Major engine, airframe, or avionics repairs shall be conducted by a properly licensed mechanic or other person authorized by the FAA within a hangar or building rented, leased, or owned for such commercial purposes. Any preventative maintenance authorized by FAR Part 43 may be made by the owner or operator of any aircraft, but only within a hangar leased or owned by that aircraft owner or operator or at places designated by the Airport Manager or his/her designee for such purpose.
- (j) Damage to Airport** – Any person, individual, or corporation or the owner of any aircraft causing damage of any kind to the Airport, whether through violation of any of these rules, through vandalism, or any act of negligence, shall be liable therefore in and to the City.

(k) Injury to Person – Persons entering the Airport groundside property by automobile, other vehicular conveyance, or on foot (does not include persons in aircraft using approved airside facilities) do so at their own risk and with no liability incurring to the City for any injury or damage to person or property. Further, any person desiring to use the Airport shall observe and obey all laws, resolutions, orders, rules, and regulations promulgated and enforced by the City or by any other Authority having jurisdiction over the operation of the Airport.

(l) Licensed Pilots – Only aircraft with current and correct FAA Certificates of Registration and Airworthiness and persons holding valid and current airman and medical certificates issued by the FAA, for those flight operations requiring medical certificates, shall be authorized to operate aircraft upon the Airport except as provided in this ordinance / order. Ultralights operating under FAR part 103 do not require aircraft registration, pilot certificates, or medical certificates. Sport pilots operating under FAR part 61 do not require pilot certificates. This limitation shall also not apply to students-in-training under licensed instructors or to public aircraft of the Federal government or of a State, Territory, or political subdivision thereof, or to aircraft licensed by a foreign government with which the United States has a reciprocal agreement covering the operation of such licensed aircraft. Use of the Airport by ultralight aircraft and light sport aircraft in the weight shift control and powered parachute class shall be subject to approval by the City Council and shall be in accordance with FAA Order 5190.6 (latest change) and appropriate FARs Part 61 and 103 and any other rules established by the City.

(m) Registration – Each person owning an aircraft based at the Airport, or any person based and receiving flight instruction toward an FAA rating at the Airport shall register at the office of the Airport Manager their name, address, telephone number, aircraft model, aircraft registration “N” number, or make and model of aircraft for those aircraft not requiring registration (ultralight), and the name, address, and telephone number of their next of kin or person to be notified in case of an accident or emergency.

(n) Animals - No person shall enter the Airport with a dog, cat, or other animal unless the animal is, and remains, restrained by a leash or properly confined as determined by the Airport Manager or his/her designee.

(o) Living Quarters - No person may make permanent living quarters on Airport. Exceptions to this rule for cause, such as alert crew members or security personnel, will be coordinated with TxDOT.

(p) Intoxicants and Narcotics Prohibited – No person under the influence of any intoxicant, narcotic, or other illicit drug shall operate or fly in any aircraft to or from the Airport. Such prohibition shall not apply to a passenger under the care of a medical doctor and accompanied by a doctor, nurse, or caretaker.

(q) Foreign Objects – No foreign objects, including bottles, cans, scrap, nuts, bolts, nails, or any object that may cause damage to an aircraft, shall be left upon the floor of any building or upon any part of the surface area of the Airport. Individuals are encouraged to pick up such foreign objects when observed and place them in a trash receptacle.

(r) Litter - No boxes, crates, cans, bottles, paper, tall grass, weeds, unusable airplane parts or wreckage, scrap wood or metal, discarded airplane or automobile tires, trash, or other litter shall be permitted to accumulate in or about a hangar, building, or other leased space. If such trash and litter is permitted to accumulate around a privately owned, rented, or leased hangar / building, the Airport Manager shall notify the hangar / building owner, renter or lessee by registered letter to remove the offending litter. If within ten (10) work days after receipt of the letter the hangar/building owner, renter, or lessee has not removed the trash and litter as directed, the Airport Manager may have the area cleaned and the cost for such cleaning shall be charged to the hangar/building owner, renter, or lessee.

(s) Use of Another's Property – Unless authorized by the owner in writing, the use of any aircraft, parts, accessories or tools of another, situated on said airport is forbidden.

Section 1.07.094 Ground Operations

(a) Air, Ground & Vehicular Traffic – No person shall operate a vehicle on the Airport except in accordance with the following rules, and all federal, state, and local law.

(1) All vehicles shall yield right of way to aircraft in motion and emergency vehicles.

(2) No vehicle except ground service and emergency vehicles shall approach so close to any aircraft with running engine(s) as to create a hazard.

(3) All vehicles entering or exiting an operating Airport access gate shall wait for the gate to completely close behind them before proceeding to their destination so as to not allow the entry of any other vehicle.

(4) Any vehicle authorized to operate on the Airport runways or taxiways shall display a rotating or steady beacon that complies with FAA Advisory Circular 150/5210 (latest change).

(5) All vehicles that are authorized to operate on taxiways or the runways must be equipped with a two-way aviation radio, and must receive a clearance from, and remain in continuous communications with, the Airport Traffic Control Tower (ATCT) when the ATCT is operating. When the ATCT is not operating, or at airports that do not have an ATCT, any vehicle authorized to access the taxiways or runways is

required to monitor the published Common Traffic Advisory Frequency (CTAF) for the Airport, and have the ability to communicate with aircraft via a two-way aviation radio.

(b) Speed Limits - All vehicles shall be operated within the posted speed limits at the Airport. The maximum speed limit for all vehicles in the airside area, with the exception of authorized municipal vehicles in the performance their official duties, is fifteen (15) miles per hour, unless posted otherwise.

Section 1.07.095 Airport Security

(a) Security - The Transportation Security Administration publication "Security Guidelines for General Aviation Airports", Information Publication A-001, Version 2 dated July 2017 or most recent version, is available for reference at their website - www.tsa.gov/.

This document is used by the Airport as a guideline to security on the Airport and is incorporated as a working document.

(b) Access Codes/Devices - Persons who have been provided either a code or device for the purpose of obtaining access to the Airport shall not divulge, duplicate, or otherwise distribute the same to any other person, unless otherwise approved in writing by the Airport Manager or his/her designee.

Section 1.07.096 Aircraft Operation Rules

(a) Aircraft Tie Downs

(1) All aircraft not hangared shall be tied down and additionally should have the wheels chocked when remaining overnight and during inclement weather.

(2) All aircraft owners or their agents are responsible for the tie down or security of their aircraft at all times and particularly during inclement weather.

(3) Aircraft parked overnight on the transient apron shall pay a tie down fee as established by the Airport Manager, or his/her designee for each night, except that such fee may be waived upon purchase of fuel or services.

(b) Running Aircraft Engines

(1) Aircraft not equipped with adequate brakes shall not be started until the wheels have been set with chocks attached to ropes or other suitable means of removing them.

(2) No aircraft will be left running without a qualified person at the controls.

(3) No aircraft engine shall be started or run inside any building or hangar.

(4) No engine shall be started, run up, or warmed up until and unless the aircraft is in such position that the propeller stream or jet blast will clear all buildings, other aircraft, and groups of people.

(c) Damage to Airport Lighting – Any person damaging any runway, ramp, or taxiway light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Manager or his/her designee. Persons causing damage to runway and taxiway lights as a result of negligent operation of an aircraft or willful acts will be liable for replacement cost of the light(s) and/or fixture(s) and may be charged with a misdemeanor as provided in Section 10 of this order.

(d) Taxiing Aircraft

(1) No person shall taxi an aircraft until it is reasonably ascertained there will be no danger of collision with any person or object in the immediate area.

(2) Aircraft will be taxied at a safe and prudent speed and in such manner as to be under the control of the pilot in command at all times.

(3) Aircraft not equipped with adequate brakes will not be taxied near buildings or parked aircraft unless an attendant (wing-walker) is at a wing of the aircraft to assist the pilot.

(4) Aircraft shall not taxi onto the runway from the ramp and taxiway area if there is an aircraft approaching to land or on the ground in takeoff position. Aircraft waiting on the taxiway for another aircraft to take off or land will remain behind the runway holding position markings.

(5) Aircraft shall not be taxied by engine power into or out of any hangar.

(e) Parking Aircraft

(1) Unoccupied aircraft shall not be parked or tied down within any protected area (object free area, runway safety area, etc.) as described in FAA AC 150/5300-13 (latest change) and all aircraft not hangared shall be parked in the areas designated by the Airport Manager for that purpose.

(2) Aircraft shall not be parked within Seventy-Nine (79) feet, based upon the current Airport Layout Drawing, of an aircraft fuel pump or fuel service truck parking area.

(3) Aircraft shall not be parked in such a manner as to hinder the normal movement of other aircraft and traffic unless specifically authorized by the Airport Manager or his/her designee as an emergency measure.

(4) It is the responsibility of the pilot in command when leaving a parked aircraft unattended to see that the brakes are set and / or it is properly chocked and / or tied down.

(f) **Wash Racks** - Wash racks shall be used for purposes of washing and polishing aircraft, and any other purpose approved by the Airport Manager or his/her designee. Washing / cleaning materials and run-off shall be used and disposed of in compliance with all applicable federal, state, county and local laws and regulations.

(g) **Loading and Unloading Aircraft** – Loading or unloading aircraft with the engine running is prohibited. Exception will be approved by the Airport Manager or his/her designee.

(h) **Authority to Suspend Operations** – The Airport Manager or his/her designee may suspend or restrict any or all operations whenever such action is deemed necessary in the interest of safety.

(i) **Emergency Locator Transmitter (ELT)** – All aircraft operating at the airport must have an automatic type emergency locator transmitter that is in operable condition attached to the aircraft, maintained and in compliance with FAR 91.207.

(j) **Standard Traffic Pattern and Altitude, Non Towered Airports** – All flight activity will adhere to FAA Advisory Circular 90-66(latest change) "Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers"; also depicted in the Aeronautical Information Manual. Recommended traffic pattern altitudes are 1000 feet Above Ground Level (AGL) for piston powered airplanes and 1500 feet AGL for turbine powered airplanes. The standard left-hand traffic pattern is used and the traffic pattern elevation is one thousand eight-hundred (1,800) feet above mean sea level (MSL) elevation for piston powered airplanes. Helicopters will operate as to not obstruct the normal traffic pattern. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft.

(k) **Clearing Public Right of Ways** – No aircraft shall takeoff or land in such manner as to clear any public street or highway at an altitude of less than fifteen (15) feet, or seventeen (17) feet over an interstate highway, twenty-three (23) feet over a railroad, or twenty-seven (27) feet over a coastal water way, or the clearance height of the tallest bridge over the waterway, nor land or take off on the taxiway or over hangars or other structures, automobile parking areas, or groups of spectators. (Ref: FAR 77).

(l) **Takeoffs on Other Than Runways** – Takeoffs or landings shall not be made on the apron, parking ramp, taxiway, or any area other than designated runways by airplanes, gyroplanes, powered lift, balloons, airships, ultralights, or light sport aircraft except by prearranged permission from the Airport Manager. Helicopters may operate to and from designated helicopter landing areas.

(m) **Takeoffs** - Takeoffs Allowed, Non Towered Airports – Low approach, full stop, touch and go, or stop and go landings may be made at the discretion of the pilot in command. Pilots remaining in the traffic pattern making landings should broadcast on the CTAF their pattern direction of turn and their landing (low approach, full stop, touch and go, stop and go) intentions at least by the final segment leg. All aircraft departing shall clear the traffic pattern for traffic before taxiing into takeoff position. See FAR 91.113 (g).

(n) **Preferred Runway** - If the winds are calm or at a ninety (90) degree crosswind to Runway 16, the preferred takeoff and landing runway is 16.

(o) **Student Training, Local Operations**

(1) Flight instructors shall avail themselves and their students of all rules and regulations, including local rules and FARs in effect at the Airport.

(2) The Airport Manager or his/her designee shall advise airport users via public posting and electronic transmission of limited areas of the Airport and local areas sanctioned by the FAA for practice flying and student training.

(3) Aircraft shall not be permitted to remain on the landing or take-off areas for the purpose of instructing students.

(p) **Agricultural Spraying Operations** – Agricultural (Ag) spraying operations will be conducted in accordance with procedures approved by the Airport Manager and made known to all persons conducting agricultural spraying operations. Ag operations shall be accomplished in accordance with the standards of the Environmental Protection Agency and the Texas Commission on Environmental Quality in an area so designated by the Airport Manager. Each Ag operator shall carry liability insurance in the amount of \$100,000 dollars, payable to the City of Sherman for the cleanup of any hazardous chemical spills on Airport property caused by the Ag operator.

(q) **Special Procedures**

(1) The Airport Manager or his/her designee, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows or aviation fly-ins, agricultural operations, gyroplanes, powered lift, gliders, balloons, airships, ultralights, and light sport aircraft in the weight shift control or powered parachute class. Any such change from standard procedures shall be published in the FAA's Chart Supplement if of a permanent nature or the Airport Manager shall issue a

NOTAM if such change is of a temporary nature. Permanent changes require filing through TxDOT Aviation Division to the FAA. Temporary closing of a portion of the airport for special events will be approved by the FAA, through TxDOT Aviation Division. See FAA Order 5190.6 (latest change).

(2) Parachute descent onto the Airport property shall not be permitted without the recommendations of the City Manager and Council. The Airport Manager or his/her designee may develop operating procedures and designated landing areas for parachute operations.

(r) **Model Aircraft** – Model aircraft not capable of carrying a person shall not be permitted to operate, take off or be launched from, flown over or land at the Airport. Model A/C operations for specific aeronautical events such as fly-ins or air shows may be approved for specific times by the City Council.

(s) **Common Courtesy** – Aircraft entering the traffic pattern shall exercise caution and practice courtesy so as not to cause aircraft already in the pattern to deviate from their course.

(t) **Altitude and Noise of Engines** - No aircraft shall be operated over the City of Sherman at an altitude of less than one thousand (1,000) feet above the ground. Aircraft engines shall not be accelerated or decelerated while over the City of Sherman in such a manner as to distract, excite or disturb persons on the ground, regardless of altitude.

Section 1.07.097 Fueling, Flammable Fluids, and Fire Safety

(a) Fueling Aircraft

(1) All aircraft fueling, fuel equipment, and procedures will be in accordance with the most recent version of Manual 407 – “Standard for Aircraft Fuel Servicing, published by the National Fire Protection Association, 1 Batterymarch Park, Quincy MA 02169-7471, 800-344-3555, <http://catalog.nfpa.org>. A digital copy is also available from the City’s Fire Marshal.

(2) All transportation, storage and other handling of aircraft and vehicle fuel shall comply with the City’s adopted version of the International Fire Code, as published by the International Code Council, Inc. and FAA Advisory Circular 150/5230-4, (latest change).

(3) All aircraft shall be fueled clear of all hangars, other buildings, and aircraft by at least Seventy-Nine (79) feet, per the current Airport Layout Drawing.

(4) Fueling trucks shall not be parked within any building or hangar or within 50 feet of any building, hangar, or parked aircraft, as determined by the local Fire Marshal. Fuel trucks shall be parked with at least ten (10) feet separation between vehicles.

(5) Aircraft fuel storage tanks for below-ground or above-ground use will be constructed and installed, registered as required, monitored for leakage, operated, and maintained in accordance with Federal and State statutes, rules, and regulations promulgated by the Environmental Protection Agency and the Texas Commission on Environmental Quality.

(6) Aviation or auto fuels shall not be stored within a hangar or building except in approved five (5) gallon or smaller containers manufactured and marked for such purpose and only with the approval of the local Fire Marshal.

(7) Persons or businesses wishing to dispense fuel into their privately owned aircraft shall not be denied; however, they must meet all reasonable requirements the City places on other fuel suppliers, public or private. Private fueling facilities located on leased or private property must be installed and the fuel dispensed in accordance with all rules applicable to aircraft fueling and fire safety contained herein.

(8) Public sale of automobile gasoline for use in aircraft will not be permitted on the Airport without written approval of the Airport Manager. Aircraft authorized by the FAA to use auto gasoline may be privately fueled by the owner in a location designated by the Airport Manager in accordance with all rules pertaining to aircraft fueling and fire safety contained herein.

(9) All aviation fuel storage tanks, aviation fuel pumps, hydrant fuel services, and aircraft fuel service vehicles, whether publicly or privately owned, shall have the type of aviation fuel dispensed printed in large block letters, including octane if aviation gasoline, plus the fuel I.D. number, and “NO SMOKING” signs. This information shall be printed on all sides of the fueling tanks, pumps, etc. so the information is visible from any direction on the ground.

(10) Fuel spills in excess of one gallon must be reported to the Airport Manager, or his/her designee, and immediate action taken by the spilling entity to clean up the spill in accordance with all local, state, and federal regulations

(b) **Fuel Flowage Fee** - Any person, corporation, partnership, association, or business entity of any kind, or any person acting for or through them, including, but not limited to, any wholesale fuel distribution company, who delivers fuel to an fuel storage tank or who delivers fuel obtained from a source not on the Airport directly into any aircraft on the Airport must pay the amount of \$.05 per gallon of fuel delivered.

Payment to the City of all fuel flowage fees due must be made not later than the fifteenth (15th) day of the month following the date of the fuel delivery.

Payment of fuel flowage fees shall be accompanied by a report in a form approved by the Airport Manager that indicates the amount of fuel delivered to the airport during the preceding month.

Military aircraft conducting operations which require fueling from U.S. Government facilities are exempt from fuel flowage fees.

(c) Fire Safety

- (1) Every person using the Airport or its facilities in any manner shall exercise the greatest care and caution to avoid and prevent fire.*
- (2) Smoking or open flame within fifty (50) feet of any fuel tank, fuel pump, or fuel truck is prohibited.*
- (3) Compressed flammable gas shall not be kept or stored upon the Airport, except at such place as may be designated by the Airport Manager.*
- (4) No flammable substance shall be used for the cleaning of any aircraft part or anything inside a hangar, T-hangar, or other building upon the Airport.*
- (5) No one shall smoke or ignite a match or lighter in any building, hangar, or public ramp area except in posted "Designated Smoking Areas" identified by the Airport Manager.*
- (6) Hangar entrances must be clear in a manner such that emergency or fire / rescue personnel and equipment can immediately access the hangar without hindrance.*
- (7) The floors in all buildings shall be kept clean and free of oil. Volatile or flammable substances shall not be used to clean floors, walls or any portion of a hangar structure.*
- (8) All Airport tenants and lessees shall supply and maintain such adequate and readily accessible fire extinguishers as may be required by applicable fire codes and regulations. Each fire extinguisher shall carry a suitable tag showing the date of most recent inspection.*

Section 1.07.098 Lease of Airport Property and Construction on Airport

Hangars and other buildings or structures owned by the City may be leased to private individuals, companies, or corporations on a monthly or yearly basis for the storage of aircraft and ancillary equipment or to conduct a commercial Fixed Base Operation (FBO).

The City may lease property within the building area or other portions of the Airport for the construction of hangars, buildings, lean-tos, aprons, taxiways, and auto parking lots in accordance with an approved Airport Master Plan/Airport Layout Plan and design guidelines. Aviation related use must be given priority in the use of all leased or privately owned property, buildings or structures. If the aviation needs of the Airport are sufficiently met, the City may authorize non-aviation use of any portion of the Airport or any building on the Airport on a case-by-case basis. Application of such non-aviation use shall be made to the City Council; and approval from TxDOT Aviation Division must be received prior to granting authorization for non-aviation use.

(a) Lease Term –*No lease of airport property or facilities shall be granted for a term exceeding (20) years, however the initial term of a lease of airport property or facility may exceed twenty (20) years but in no case more than forty (40) years if a loan or deed of trust lien is obtained expressly for construction of the facility which will become property of the City at the end of the lease term, free and clear of all liens and encumbrances. Non-aviation leases shall not exceed eighteen (18) months.*

(b) Construction on Leased Property

(1) *As given in FAR part 77, the sponsor or sponsor's agent will file electronically with the FAA for any construction on or near the airport. See FAR part 77. File at <http://oeaaa.faa.gov> (or most current URL). A determination of no objection must be received, by the Airport manager or his/her designee, from the FAA prior to any construction on the Airport. No hangar or structure may be erected beyond the building restriction line (BRL) or in conflict with the approved Airport Layout or Development Plan.*

(2) *All plans and specifications for construction, renovation, remodeling, or refurbishing of the leased premises shall meet all current Standard Fire and Building Codes published by the Southern Building Code Congress and the National Electrical Code, and shall provide for the construction to be from material satisfactory and acceptable to the City Council. All construction must be of a compatible standard capable of withstanding winds of 90 mph (based upon 2009 IBC and City of Sherman Commercial Permit Checklist), with doors open or closed.*

(3) *The City Council's written approval of the plans and specifications must be obtained prior to construction of the improvements.*

(4) *Construction must begin within one hundred twenty (120) days after the effective date of the lease or final comment from TxDOT and the FAA for the filed air space study (Form 7460-1) as required by FAR Part 77, whichever date is later. Construction must be substantially completed within one hundred eighty (180) days of start of construction. Projects anticipated to exceed 180 construction days require approval of the Airport Manager. The Improvements on the leased premises shall remain the tenant's*

property until expiration or termination of the lease and its covenants or as otherwise agreed to in the contract between the City Council and the tenant.

(5) Any privately-owned structure or hangar not in use for aviation purposes for a period in excess of ninety (90) days or not available for lease or sublease for aviation purposes, unless so authorized for non-aviation uses by the City, must be removed after due notice to the owner in writing or the City Council will consider such structures or hangars abandoned and will seek title to such structure or hangar.

(6) Leased land from which any building, hangar, or structure is removed, after due notice will be cleared, cleaned, and put back in its original or acceptable condition.

(7) All construction and/or maintenance on airport shall be executed in accordance with the applicable FAA Advisory Circulars, latest editions. Design and construction shall, at a minimum, conform to the B-II ARC classification standards and all pertinent FAA specifications and design circulars. Including the marking of vehicles and equipment on the airside operations area

(c) Assignment and Sub-letting -- Without the prior written consent of City Council, the leased premises or any rights there under (except to a leasehold mortgagee as herein provided) may not be assigned. Any assignment or subletting shall be expressly subject to all the terms and provisions of the original lease.

(d) Flying Clubs - A Flying Club ("Club") shall meet the following standards:

(1) At the time of applying for a lease, license, permit or agreement to operate at the Airport, the Club shall furnish the Airport Manager or his/her designee with a copy of its documents of organization; the Club's list of members, including names of officers and managers; evidence of required insurance; a description of all aircraft used; evidence that such aircraft are properly certificated; evidence of ownership of such aircraft; and any operating rules of the Club.

(2) All aircraft used by the Club shall be owned by the Club or leased exclusively by written agreement to the Club, and all ownership or lease rights to such aircraft must be vested on a pro-rata basis in all of the Club's members. The property rights of the Club members shall be equal, and no part of any revenues received by the Club shall inure to the direct benefit of any member (e.g., by salary or bonus). The Club shall not derive greater revenue from the use of its aircraft than the amount necessary for the operation, maintenance and replacement of its aircraft and facilities.

(3) The Club's aircraft shall not be used by any person other than the Club's members and shall not be used by any person for hire, charter, or air taxi. Flight instruction may be given in Club aircraft.

(e) Environmental Issues and Indemnification - Any tenant of the Airport, its agents, employees, independent contractors, or sub lessee shall not install, store, use, treat, transport or dispose of any:

(1) Asbestos in any form

(2) Urea formaldehyde foam insulation.

(3) Transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of 50 parts per million; or

(4) Any other chemical, material, air pollutant, toxic pollutant, waste, or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by the Resource Conservation Recovery Act, the Comprehensive and Environmental Response Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Clean Air Act, and/or the Clean Water Act or any other federal, state, county, regional, local or other governmental authority or which, even if not so regulated, may or could pose a hazard to the health and safety of the occupants of the Leased Premises, and which is either:

(A) in amounts in excess of that permitted or deemed safe under applicable law;

(B) or in any manner which is prohibited or deemed unsafe under applicable law. (The substances referred to in (A), (B), (C) or (D) are collectively referred to hereinafter as "Hazardous Materials").

(f) Environmental Cleanup Laws – An Airport tenant will, at their own expense, comply with all existing or hereafter enacted laws relating to Hazardous Materials (collectively, "Cleanup Laws") in effect at the time of the lease, and all future laws thereafter. An Airport tenant will, at their own expense, make all submissions to provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Cleanup Laws. Should any Authority require that a cleanup plan be prepared and that a cleanup be undertaken because of the existence of Hazardous Materials which were installed, stored, used, treated, transported, disposed of or discharged on the leased premises, by an airport tenant, its agents, employees, independent contractors or sub lessees during the term of a lease, the Airport tenant will prepare and submit the required plans and financial assurances in accordance with such Cleanup Laws. The Airport shall be indemnified and held harmless from and against all obligations, damages, injunctions, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and

losses of whatever nature (including, without limitation, attorneys' fees and court costs), and all cleanup or removal costs and all actions of any kind arising out of or in any way connected with the installation, storage, use, treatment, transporting, disposal or discharge of Hazardous Materials in or on the leased premises by an Airport tenant.

(g) Environmental Notices – An Airport tenant shall promptly supply the City Council with copies of any notices, correspondence and submissions made or received from any governmental authorities of the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials.

(h) Environmental Survival – An Airport tenant's liability pursuant to any environmental issue shall survive the expiration or earlier termination of their lease.

(i) Storm Water Compliance

(1) The Airport is subject to federal storm water regulations, 40 C.F.R. Part 122 for "vehicle maintenance shops" (including vehicle rehabilitation, mechanical repairs, painting, fueling and lubrication), equipment cleaning operations and/or deicing operations that occur at the Airport as defined in these regulations and, if applicable, state storm water regulations. Each Airport tenant shall become familiar with these storm water regulations if it conducts "vehicle maintenance" or operates equipment cleaning operations and/or deicing activities as defined in the federal storm water regulations.

(2) The City shall take steps necessary to apply for or obtain a storm water discharge permit as required by the applicable federal and/or state regulations, including the leased property occupied or operated by an Airport tenant. A storm water discharge permit issued to the City may name an Airport tenant as a co-permittee.

(3) An Airport tenant's close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. An Airport tenant may have to implement and maintain "Best Management Practices" to minimize the exposure of storm water (and snow melt) to "significant materials" generated, stored, handled or otherwise used as defined in the federal storm water regulations.

(4) The City storm water discharge permit is incorporated by reference into each lease and any subsequent renewals.

(5) The City will provide an Airport tenant with a written notice of those storm water discharge permit requirements that are in the City storm water permit, that a tenant will be obligated to perform from time to time, including, but not limited to:

1. certification of non-storm water discharges;
2. collection of storm water samples
3. preparation of storm water pollution prevention or similar plans
4. implementation of "good housekeeping" measures or best management practices; and maintenance of necessary records.

Such written notice shall include applicable deadlines and an opportunity to dispute any of the storm water discharge permit requirements.

(6) Each Airport tenant shall participate in any organized task force or other work group established to coordinate storm water activities of the Airport.

(j) Non Discrimination Covenants

(1) Each lease will include as a covenant running with the land to ensure that:

(A) No person on the grounds of race, color, sex, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the leased property;

(B) That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person, on the grounds of race, color, sex or national origin, shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination.

(2) The right to conduct aeronautical activities for furnishing services to the public is granted to an Airport tenant subject to the agreement:

(A) To furnish said services on a fair, equal and not unjustly discriminatory basis to all users.

(B) To charge fair, reasonable, and not unjustly discriminatory prices for each unit or service provided an allowance may be made to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(k) Insurance – An Airport tenant shall during the term of lease maintain at their cost and expense insurance relating to the leased premises as follows:

(1) General public liability insurance against claims for bodily injury, death or property damage occurring on, in, or about the leased premises, such insurance to afford protection to City of not less than \$500,000.00 with respect to any one person, \$1,000,000.00 with respect to any one accident and not less than \$200,000.00 with respect to property damage.

(2) Hangar keeper's liability insurance providing coverage for aircraft not owned by the tenant and who operate an airport business in their hangar in the following limits: \$200,000.00 per aircraft and \$400,000.00 per occurrence on property damage to aircraft in the care, custody, or control of tenant.

(3) All such policies of insurance shall be issued by insurance companies acceptable to the City, shall name the City as an additional insured or loss payee, as the case may be, and shall provide for at least ten (10) days written notice prior to cancellation or modification.

(I) Hold Harmless – The City shall not be liable to an Airport tenant's employees, agents, servants, customers, invitees, or to any other person whomsoever, for any injury to persons or damages to property on or about the leased premises or any adjacent area owned by the City.

Section 1.07.098 Knowledge of Rules Implied

By publication and adoption of this ordinance / order, all persons shall be deemed to have knowledge of its contents. However, the Airport Manager or his/her designee is directed to have copies of the ordinance / order posted in paper or electronically, where appropriate. Copies shall be available at all times in the Airport Manager's office, and copies shall be furnished to all owners and operators of aircraft based at the airport.

Section 1.07.099 Conflict of Rules and Regulations

If and where there are conflicts in the rules and regulations prescribed herein and the FAA's Federal Aviation Regulations (FAR), the latter shall prevail. If and where there exists a conflict between any of the rules or regulations prescribed herein and any other City rules applicable to the same area, the more stringent limitation, or requirement shall govern and prevail.

Section 1.07.100 Penalty for Violation

The Airport Manager may deny use of the Airport for a period not exceeding fifteen (15) days for any person violating or refusing to comply with any of the rules or regulations prescribed herein pending a hearing by the City Council. Upon such hearing, such person may be deprived of the further use of the Airport and its facilities for a period of time as may appear necessary for the protection of life and property. Any violation of this ordinance / order shall be a misdemeanor, and upon conviction, be punishable by a fine not exceeding two-hundred (\$200) dollars, and each day a violation continues to exist shall constitute a separate offense. This section is cumulative of all other penalties for violation of Federal, State, and local laws, rules, regulations, ordinances, and orders. Citation for violation or issuance of a violation ticket of any of the rules and regulations prescribed herein may be made by any authorized police officer. The Airport Manager or his/her designee or City Council may request authorized police officers to investigate any suspected violation of these rules.

Section 1.07.101 Severability

If any of the provisions of this ordinance/order or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance/order which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 2.

Meeting Date: 07/06/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6304

Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.07, entitled "Water, Sewers and Sewage Disposal", Division 5, entitled "Regulations for Disposal of Industrial Waste", at Section 13.07.356, entitled "Specific Pollutant Limitations"

Issue:

Amending the Code of Ordinances pertaining to the regulation of industrial waste disposal

Background:

City staff has received tentative approval from the Texas Commission on Environmental Quality (TCEQ) for a Non-Substantial Modification of our approved Industrial Pretreatment Program. The proposed modifications include revisions to daily maximum Arsenic and Molybdenum local limits, updates to the standard operating procedures for revising future local limits, and revisions to the wastewater discharge permit template to incorporate the revised local limits.

Current Arsenic and Molybdenum local limits are based on Maximum Allowable Industrial Loadings (MAIL) that were originally approved by TCEQ on May 20, 2011. Since that time, there has been significant changes in the discharges from industries which has provided an opportunity to reallocate loadings and provide additional capacity for existing and future industries that need to discharge these pollutants.

The revisions to the Arsenic and Molybdenum local limits proposed in this ordinance will not increase the overall loadings from the industries discharging to the wastewater collection system or treatment plant.

Origination:

Nathan Whiddon, Wastewater Superintendent

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

Staff recommends the Council hold the public hearing and adopt Ordinance No. 6304 to amend portions of the code provisions related to Water, Sewers and Sewage Disposal.

Alternatives:

The Council could choose not to adopt the proposed ordinance.

Attachments

Ordinance No. 6304

ORDINANCE NO. 6304

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 13 OF THE CODE OF ORDINANCES, ENTITLED "UTILITIES", ARTICLE 13.07, ENTITLED "WATER, SEWERS AND SEWAGE DISPOSAL", DIVISION 5, ENTITLED "REGULATIONS FOR DISPOSAL OF INDUSTRIAL WASTE", AT SECTION 13.07.356, ENTITLED "SPECIFIC POLLUTANT LIMITATIONS"; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEALER CLAUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Chapter 13, Article 13.07, Division 5 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended at Section 13.07.356, such section to read as follows:

Sec. 13.07.356 Specific pollutant limitations

(a) It shall be unlawful for any significant industrial user to discharge, deposit, cause, or allow to be discharged any waste or wastewater which fails to comply with the limitations imposed by this section.

(b) Uniform concentration-based limits. No significant industrial user shall discharge wastewater *to the POTW* that exceeds the following limits:

DAILY MAXIMUM CONTRIBUTION^(a) *

<u>Pollutant</u>	<u>Symbol</u>	<u>Daily maximum</u>
Arsenic	As	0.011
Cadmium	Cd	0.014
Chromium	Cr	0.37
Copper	Cu	0.33
Cyanide	CN	0.03
Lead	Pb	0.12
Mercury	Hg	0.0005
Molybdenum	Mo	0.08 0.274

Nickel	Ni	0.26
Phenols	--	2.6
Selenium	Se	0.006
Silver	Ag	0.19
Zinc	Zn	0.52

~~(a)~~ * All pollutants shown in the table are total and in mg/L.

(c) Contributory flow-based limit.

- (1) *For the purposes of this paragraph, a contributing industrial user is an industrial user found by the city to discharge Arsenic (As) above the industrial contributory screening value of 0.018 mg/L As.*
- (2) *No significant industrial user identified as a contributing industrial user shall discharge wastewater to the POTW that exceeds 0.126 mg/L As.*
- (3) *No industrial user identified as a non-contributing industrial user shall discharge wastewater to the POTW that exceeds 0.018 mg/L As.*

~~(e)~~ (d) The city may establish more stringent pollutant limits, additional site-specific pollutant limits, best management practices, or additional pretreatment requirements when, in the judgment of the city, such limitations are necessary to implement the provisions of this article.

~~(d)~~ (e) Where an industrial user exceeds these specific pollutant limitations, the city may require the industrial user to:

- (1) Reduce pollutant concentrations in the suspect wastestreams by implementing pollution prevention measures;
- (2) Terminate discharge from a specific wastestream(s);
- (3) Implement best management practices ~~(BMP's)~~ (BMPs) where available to reduce the pollutant concentrations;
- (4) Install new treatment systems and/or upgrade existing treatment equipment where technology is available to remove such pollutants; and/or
- (5) Comply with additional monitoring and reporting requirements.

~~(e)~~ (f) The city may take an enforcement action for any violation of a limitation or requirement established in this section.

(f) (g) The city may modify an existing wastewater discharge permit or require an industrial user to apply for a wastewater discharge permit or take such other permitting actions as necessary for violations of a specific local discharge limit specified in subsections (b) and (c) of this section.

(h) *The city may modify these specific pollutant limits as described in the standard operating procedure for the assessment and revision of local limits using the contributory flow method.*

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 servable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity of 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 _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

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

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 3.

Meeting Date: 07/06/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6305

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 1527 East Lamar Street, being Lots 9 and 10, Block 40, College Park Addition (Lisa Foster, Owner; Preston Trail Land Surveying, Surveyor; and NBS Drafting & Design, Nathan Gray, Draftsman)

Issue:

To consider the request of Lisa Foster (Owner), Preston Trail Land Surveying (Surveyor) and NBS Drafting & Design, Nathan Gray (Draftsman) concerning the property at 1527 East Lamar Street, being Lots 9 and 10, Block 40, College Park Addition for a zone change from a C-1 (Retail Business) District to an R-1 (One Family Residential) District

Background:

The property is located at 1527 East Lamar Street, the northwest corner of Cleveland Avenue and East Lamar Street, formerly Taylor's Tomato Patch. The property is zoned a C-1 (Retail Business) District. The owner is requesting a zone change to an R-1 (One Family Residential) District for residential development on two lots.

Origination:

Lisa Foster (Owner)
Preston Trail Land Surveying (Surveyor)
NBS Drafting & Design, Nathan Gray (Draftsman)

Financial Consideration:

None

Staff Recommendation:

At the June 16, 2020 regular meeting, the Planning and Zoning Board voted 6/0 to approve the request subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6305
Aerial Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Building Elevations
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6305

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 R-1 (ONE FAMILY RESIDENTIAL) DISTRICT AT 1527 EAST LAMAR STREET, BEING LOTS 9 AND 10, BLOCK 40, COLLEGE PARK ADDITION (LISA FOSTER, OWNER; PRESTON TRAIL LAND SURVEYING, SURVEYOR; AND NBS DRAFTING & DESIGN, NATHAN GRAY, DRAFTSMAN); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the R-1 (One Family Residential) District at 1527 East Lamar Street, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING all of that certain tract or parcel of land situated in the G.B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being all of Lots 9 and 10 in Block 40 of College Park Addition, according to the plat thereof recorded in Volume 81, Page 440, Deed Records of Grayson County, Texas, and being a retracement survey of a tract of land described in the deed to Lisa McMurrey Foster, recorded in Volume 5856, Page 714, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northeast corner of said Lot 9, common to the southeast corner of Lot 8 in said Block 40, and on the westerly right-of-way line of North Cleveland Avenue;

THENCE South 14°46'26" East, with the easterly line of said Lot 9, and with the easterly line of aforesaid Lot 10, and with the westerly right-of-way line of said North Cleveland Avenue, a distance of 100.00 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the southeast corner of said Lot 10, common to the southeast corner of said Block 40, and at the intersection of the westerly right-of-way line of said North Cleveland Avenue and the northerly right-of-way line of East Lamar Street;

THENCE South 74°59'38" West, with the southerly line of said Lot 10, and with the northerly right-of-way line of said East Lamar Street, passing en route at a distance of 150.27 a Capped Iron Rod set for witness, and continuing on said course, a total distance of 170.27 feet to the southwest corner of said Lot 10, and at the intersection of the northerly

right-of-way line of said East Lamar Street and the easterly line of a 16-foot alley in said Block 40, said point falls in a Concrete Drainage Channel;

THENCE North 14°46'26" West, with the westerly line of said Lot 10, and with the westerly line of aforesaid Lot 9, and with the easterly line of said 16-foot alley, a distance of 100.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said Lot 9, common to the southwest corner of aforesaid Lot 8;

THENCE North 74°59'38" East, with the northerly line of said Lot 9, and with the southerly line of said Lot 8, a distance of 170.27 feet to the **POINT OF BEGINNING and enclosing 0.391 of an acre (17,027 square feet) of land, more or less.....**

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

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

CITY OF SHERMAN, TEXAS

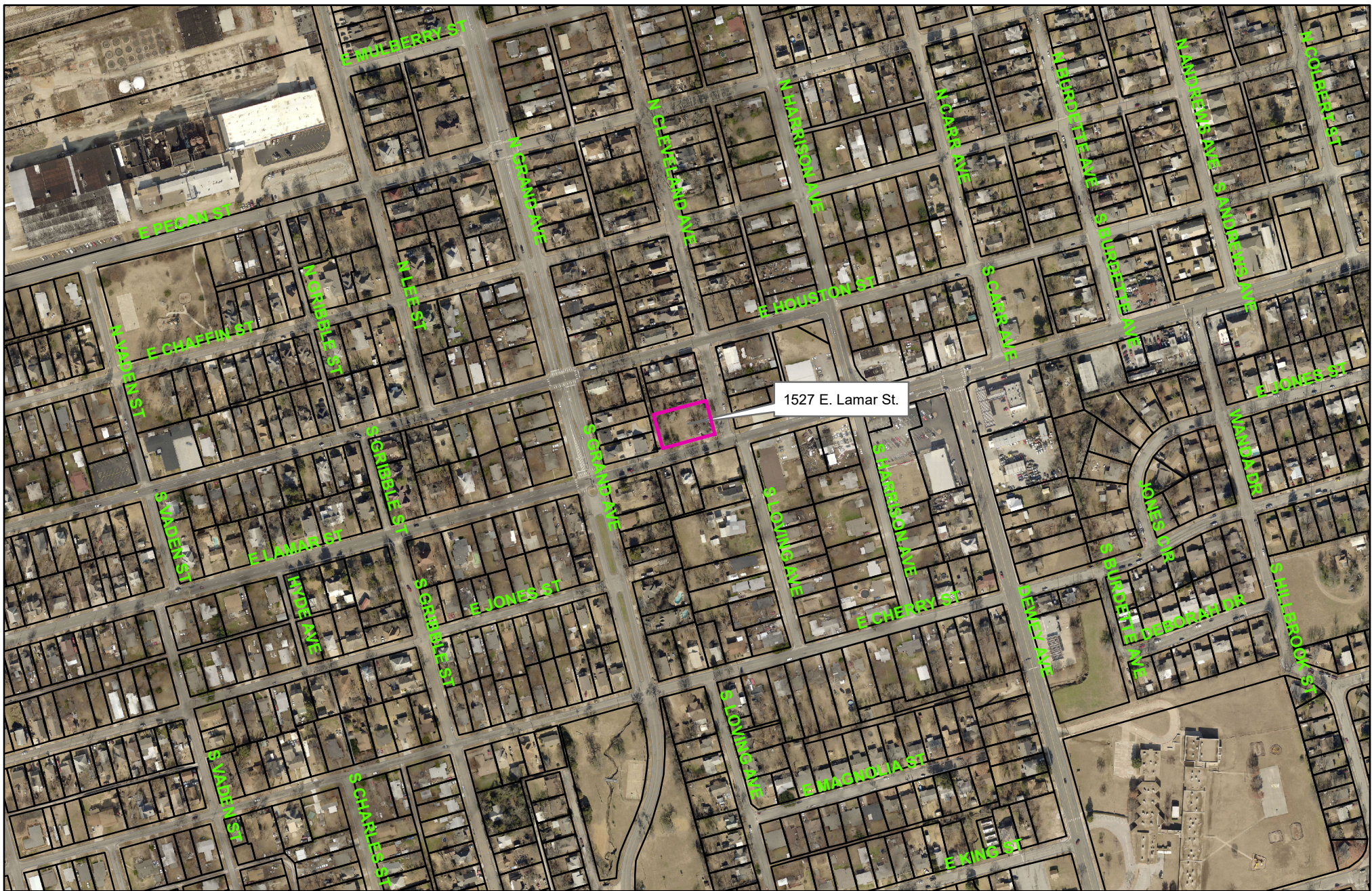
ATTST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PLYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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



1527 E. Lamar St.



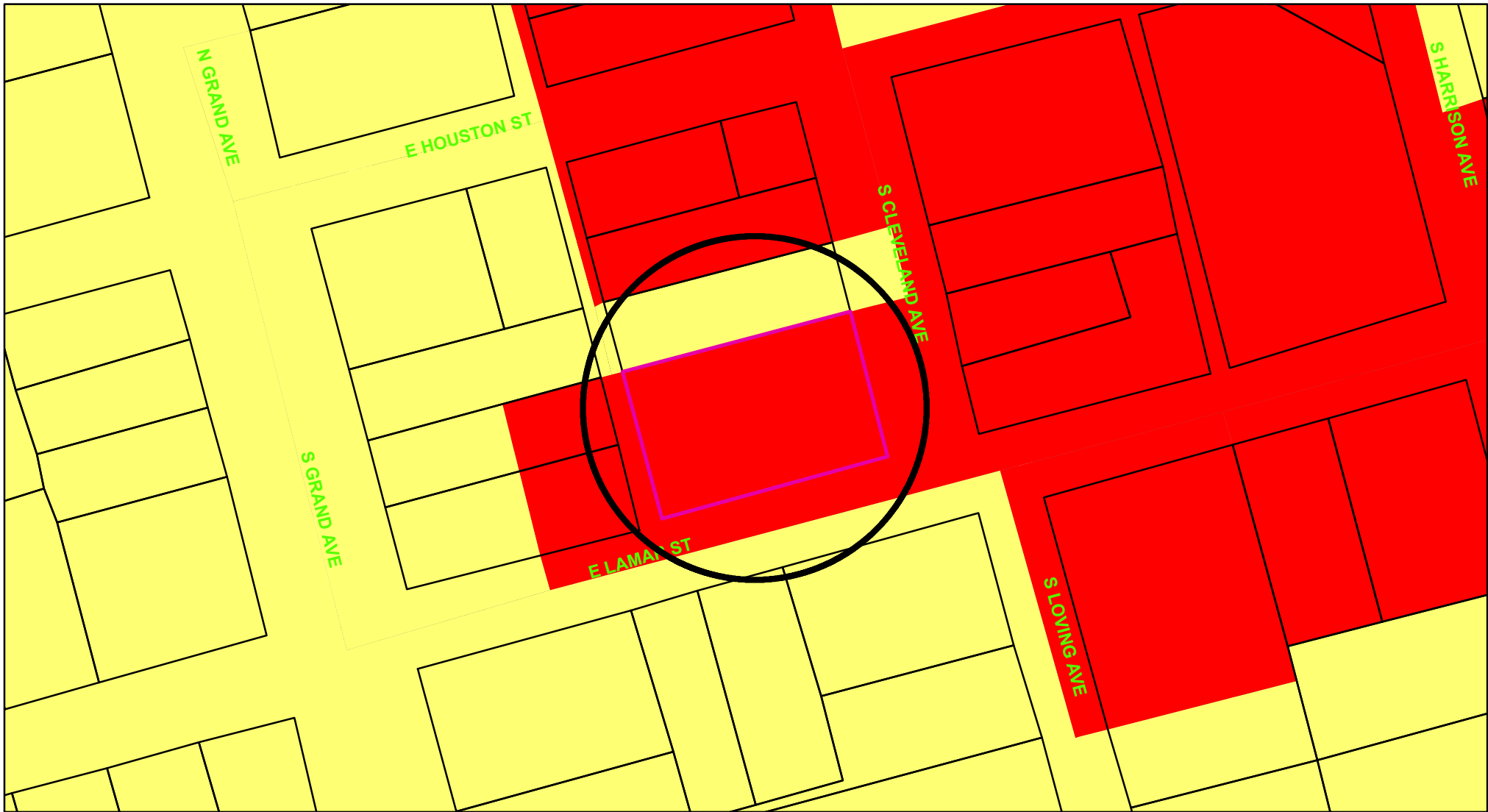
1527 East Lamar Street

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 400 ft



Zoning - 1527 East Lamar Street

Legend

Special Districts Overlay

DISTRICT_NAME

- Arts and Cultural District
- Blalock Commercial Overlay District
- Central Business District
- College Park District
- Downtown Overlay District
- Historic Preservation District

Transportation Corridor

Representation: ShermGIS.DBO.TransportationCorridor_Rep_1

- FM 1417
- Sam Rayburn Freeway
- US Hwy 82 and 75
- SH 289
- FM 691

Zoning Districts

Representation: ShermGIS.DBO.ZoningDistrict_Rep

- Unknown
- BIP Blalock Industrial Park
- C-1 Retail Business District
- C-2 General Commercial District

CO Office District

- Lakes
- M-1 Light Manufacturing District
- M-1.5 Medium Manufacturing District
- M-2 Heavy Manufacturing District
- MH Manufacturing Housing District
- R-1 One Family Residential District
- R-2 Multi-Family Residential District
- R-A Single Family Agricultural District
- SF-1 Single Family Residential District
- PD Planned Development



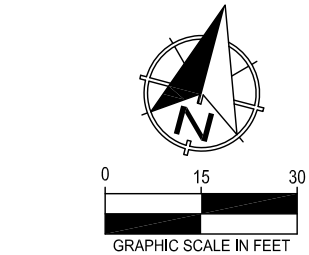
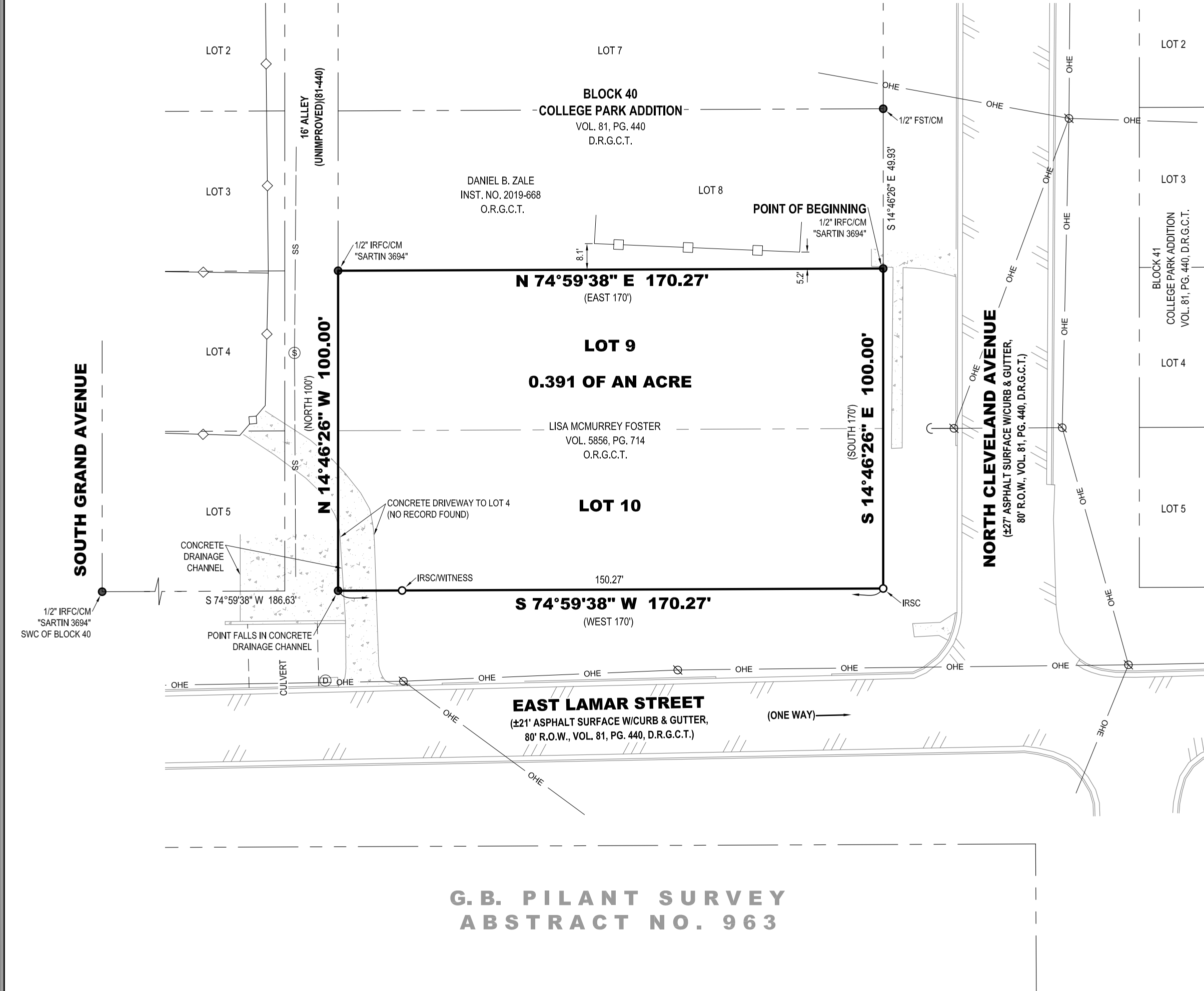
City of Sherman, Texas
Developmental Services Department



1 in = 100 ft

1527 East Lamar Street





All bearings shown are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

LAND DESCRIPTION:

BEING all of that certain tract or parcel of land situated in the G.B. Pilant Survey, Abstract No. 963, City of Sherman, Grayson County, Texas, and being all of Lots 9 and 10 in Block 40 of College Park Addition, according to the plat thereof recorded in Volume 81, Page 440, Deed Records of Grayson County, Texas, and being a retracement survey of a tract of land described in the deed to Lisa McMurrey Foster, recorded in Volume 5856, Page 714, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northeast corner of said Lot 9, common to the southeast corner of Lot 8 in said Block 40, and on the westerly right-of-way line of North Cleveland Avenue;

THENCE South 14°46'26" East, with the easterly line of said Lot 9, and with the easterly line of aforesaid Lot 10, and with the westerly right-of-way line of said North Cleveland Avenue, a distance of 100.00 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" (hereinafter referred to as Capped Iron Rod) set for the southeast corner of said Lot 10, common to the southeast corner of said Block 40, and at the intersection of the westerly right-of-way line of said North Cleveland Avenue and the northerly right-of-way line of East Lamar Street;

THENCE South 74°59'38" West, with the southerly line of said Lot 10, and with the northerly right-of-way line of said East Lamar Street, passing en route at a distance of 150.27 a Capped Iron Rod set for witness, and continuing on said course, a total distance of 170.27 feet to the southwest corner of said Lot 10, and at the intersection of the northerly right-of-way line of said East Lamar Street and the easterly line of a 16-foot alley in said Block 40, said point falls in a Concrete Drainage Channel;

THENCE North 14°46'26" West, with the westerly line of said Lot 10, and with the westerly line of aforesaid Lot 9, and with the easterly line of said 16-foot alley, a distance of 100.00 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said Lot 9, common to the southwest corner of aforesaid Lot 8;

THENCE North 74°59'38" East, with the northerly line of said Lot 9, and with the southerly line of said Lot 8, a distance of 170.27 feet to the POINT OF BEGINNING and enclosing 0.391 of an acre (17,027 square feet) of land, more or less.

GENERAL NOTES:

- This survey was completed without the benefit of a title commitment. Easements and/or other matters of record may affect the surveyed property. The Surveyor did not perform an Abstract of Title.

FLOOD STATEMENT:

I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 485509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0290 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

Certify to: Lisa McMurrey Foster;

I, Chris R. Noah, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey has been prepared from an actual on-the-ground survey of the premises depicted hereon and described in the land description attached hereto, conducted under my direction and supervision on 04/13/2020, and there are no discrepancies, conflicts, shortages in area or boundary line conflicts, or any intrusions of visible improvements from adjoining tracts, or protrusions of visible improvements onto adjoining tracts, to the best of my knowledge and belief, except as shown. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying.

Chris R. Noah, R.P.L.S. No. 6585



LEGEND

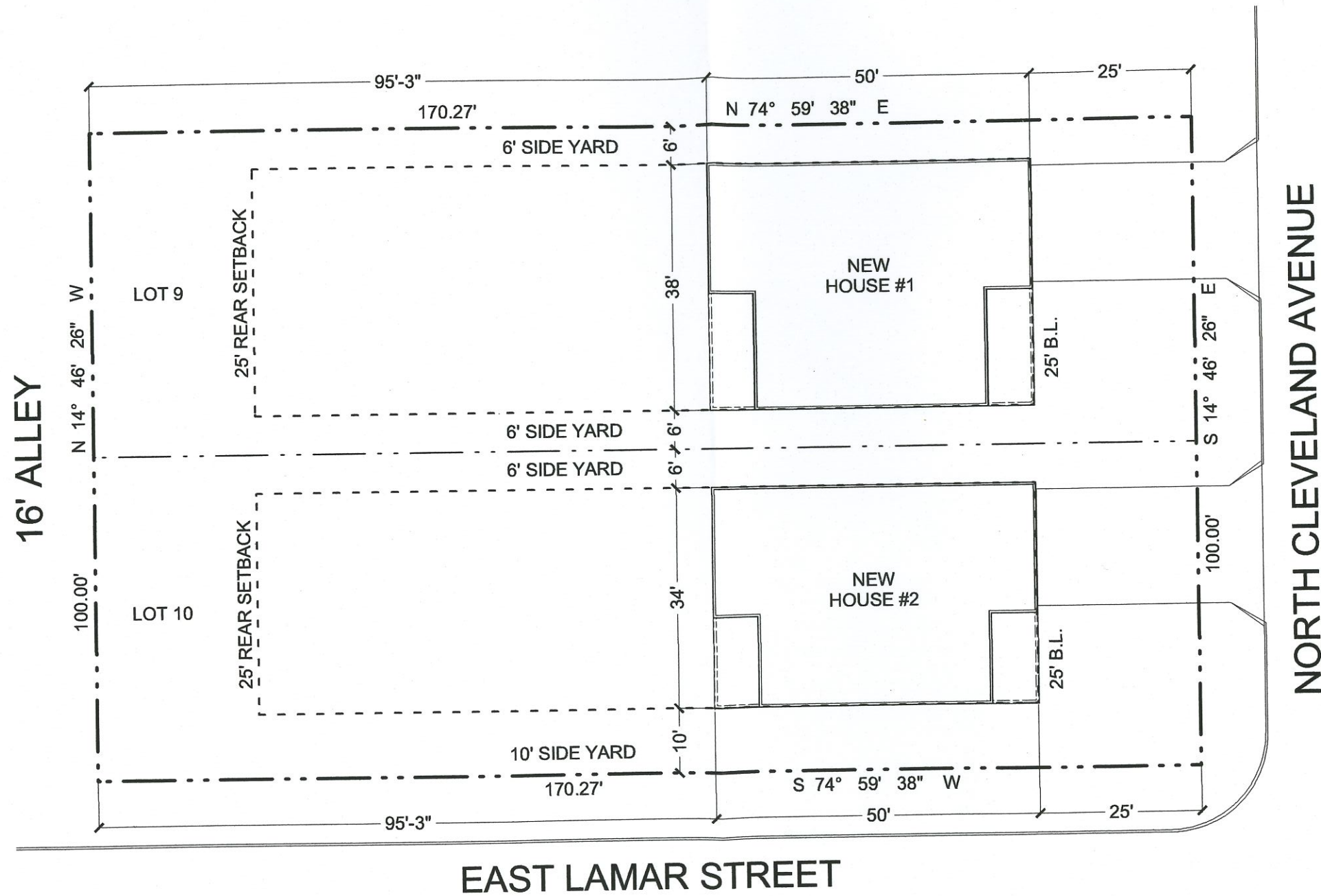
●	FOUND MONUMENT	INST. NO.	INSTRUMENT NO.
○	SET MONUMENT	VOL., PG.	VOLUME, PAGE
IRSC	1/2" IRON ROD W/ "PRESTON TRAIL LAND SURVEYING, RPLS 6585" CAP SET	SWC	SOUTHWEST CORNER
IRFC	IRON ROD FOUND W/ PLASTIC CAP	☒	UTILITY/POWER POLE
FST	FOUND SQUARE TUBE	—	GUY
CM	CONTROLLING MONUMENT	Ⓢ	SANITARY SEWER MANHOLE
()	DEED OR PLAT CALL	Ⓣ	STORM DRAIN MANHOLE
D.R.G.C.T.	DEED RECORDS, GRAYSON COUNTY, TEXAS	—	BOUNDARY LINE
O.R.G.C.T.	OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS	—	ADJOINER LINE
R.O.W.	RIGHT-OF-WAY	—	CHAIN LINK FENCE
		—	ASPHALT
		—	OVERHEAD ELECTRIC/UTILITY
		—	SANITARY SEWER LINE

TITLE SURVEY
0.391 OF AN ACRE
G. B. PILANT SURVEY, ABSTRACT NO. 963
COLLEGE PARK ADDITION
BLOCK 40, LOTS 9 & 10
1527 East Lamar Street, Sherman
Grayson County, Texas



83493 N. State Hwy 289, Suite 5
Pottsboro, TX 75076
www.prestontrailandsurveying.com
903-786-6029

TBPLS Firm No. 10194175	Drawn by: BNH Checked by: CRN	Scale: 1"=30' Date: 04/14/2020	Project No. 20-0156 Sheet No. 1 of 1
----------------------------	----------------------------------	-----------------------------------	---



SITE PLAN

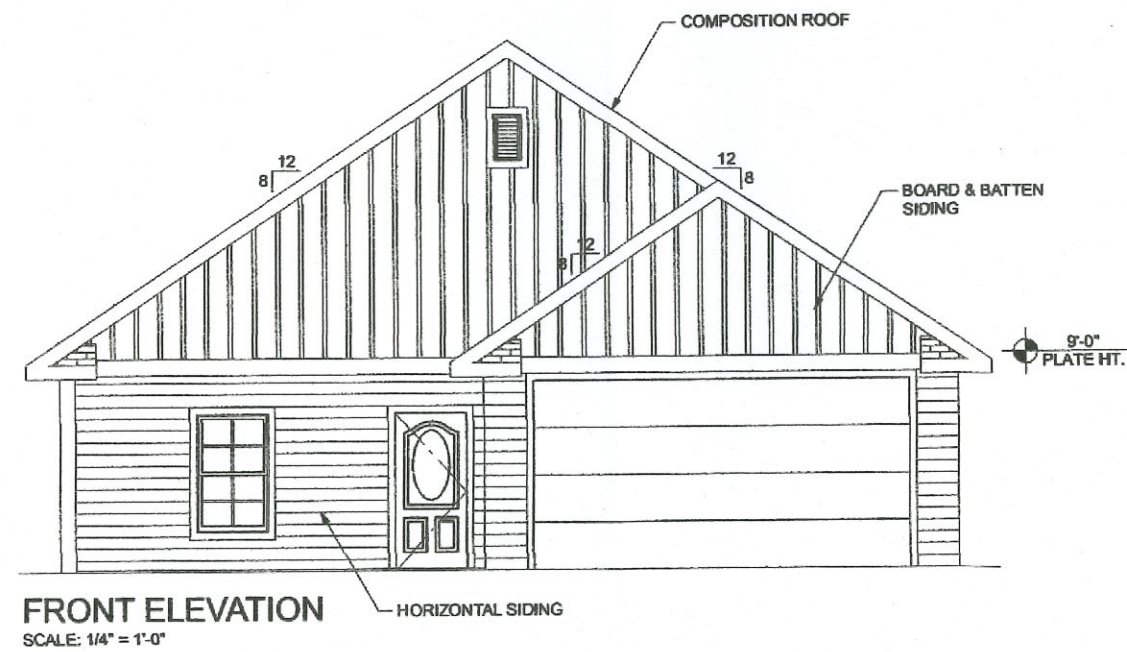
SCALE: 1" = 10'-0"

NUMBER	DATE	REVISION TABLE	REVISOR	DESCRIPTION

A New Site Plan For				
LISA FOSTER				
Cleveland Ave.				
Sherman, Texas				

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

DATE:				
5/19/2020				
SCALE:				
SHEET:				



REVISION TABLE	
NUMBER	DATE

A New Site Plan For
LISA FOSTER
Cleveland Ave.
Sherman, Texas

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

DATE:

5/19/2020

SCALE:

SHEET:

A 2

STAFF REVIEW LETTER

June 9, 2020

Lisa Foster
1412 Belle Place
Ft. Worth, TX 76107

Preston Trail Land Surveying
83493 N. State Highway 289
Suite 5
Pottsboro, TX 75076

Dear Applicant,

The request for a zone change and site plan approval from a C-1 (Retail Business) District to an R-1 (One Family Residential) District for the property located at 1527 East Lamar Street has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 16, 2020 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the R-1 (One-Family Residential) District, the fence ordinance and the Residential Tree and Landscaping Ordinance must be followed.
2. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
3. Parking is permitted on paved surfaces only (concrete or asphalt).
4. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'
5. The setback requirements are: Front and Rear – 25'; Sides -10% of the lot width, minimum 6', Lamar Street has a 25' setback requirement.
6. All parking shall be on private property and shall not encroach into Lamar Street or Cleveland Avenue right-of-way.
7. Any structures built over any of the easements on the property will require approval for an encroachment easement from the City Council.
8. Review the zoning and development ordinance for additional requirements.
9. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

10. Drive approaches and sidewalks must conform to City of Sherman and TxDOT standards and a permit is required from City of Sherman Engineering Department.
11. Sidewalks required along both Cleveland Avenue and Lamar Street.
12. The City of Sherman does not maintain alleys.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae

Incoming Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Christopher Armstrong, Asst. City Engineer
Tom Pruitt, Utility Engineer

Billy Hartsfield, Fire Marshal
Brandon Shelby, City Attorney
Amber Doan, Engineering Coordinator
Scott Shadden, Director of Developmental Services



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 10.

Meeting Date: 06/16/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Requested Action/Proposed Use:

1527 EAST LAMAR STREET

The request of Lisa Foster (Owner) concerning the property at 1527 East Lamar Street, being Lots 9 & 10, Block 40, College Park Addition, as follows;

Planning and Zoning Commission

Zone change and site plan approval under Ordinance No. 2280, Section 12, from a C-1 (Retail Business) District to an R-1 (One Family Residential) District.

Background:

The property is located at 1527 East Lamar Street; the northwest corner of Cleveland Avenue and East Lamar Street; formerly Taylor's Tomato Patch. The property is zoned a C-1 (Retail Business) District. The owner is requesting a zone change to an R-1 (One Family Residential) District for residential development on two lots.

Adjacent Zoning:

R-1 (One Family Residential) District

C-1 (Retail Business) District

Origination:

Lisa Foster (Owner)

Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Auto Urban Commercial – Require more land for parking than building floor area. Automobiles and parking are the most prominent features. Parking lots reduce building density and prevent any possibility of creating an enclosed space.

Number of notices mailed:

19

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Site Plan

Building Elevations

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 4.

Meeting Date: 07/06/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6306

Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District at 1225 Park Place, being a part of Blocks 4 and 5 of the Replat of Lots 6 thru 45, Woodhaven Addition, containing 1.252 acres in the J.B. McAnair Survey, Abstract No. 763 (Sherman C&G Properties, Owners; Michael J. Wright & Associates, Inc., Architect; and PLS Pipeline Land Services, Inc., Surveyor)

Issue:

To consider the request of Sherman C&G Properties (Owners), Michael J. Wright & Associates, Inc. (Architect), and PLS Pipeline Land Services, Inc. (Surveyor) concerning the property located at 1225 Park Place, being a part of Blocks 4 and 5 of the Replat of Lots 6 thru 45, Woodhaven Addition, containing 1.252 acres in the J.B. McAnair Survey, Abstract No. 763 for a zone change from an R-1 (One Family Residential) District to an R-2 (Multi-Family Residential) District

Background:

The property is located at 1225 Park Place, the southeast corner of Newman Drive and Park Place. The property is zoned an R-1 (One Family Residential) District. The owners would like to replace the existing apartments that were destroyed by fire in December 2019 with one, three-story, 12,600 square foot (approximately 700 square foot per unit) building with (18) eighteen, one bedroom units and the second building will be a two-story, 3,900 square foot (approximately 975 square foot per unit), four unit building on the vacant land. There will be a total of thirty (30) units. Parking will be provided for sixty-one (61) spaces, including twenty (20) carports.

Origination:

Sherman C&G Properties (Owner)
Michael J. Wright & Associates, Inc. (Architect)
PLS Pipeline Land Services, Inc. (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 16, 2020 regular meeting, the Planning and Zoning Board voted 6/0 to approve the request subject to the Staff Review Letter.

Alternatives:

The City Council could deny the request.

Attachments

Ordinance No. 6306
Aerial Location Map
Zoning Map
Zoning Sign Photo
Survey
Site Plan
Building Elevations
Landscape
Staff Review Letter
P&Z Communication

ORDINANCE NO. 6306

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 R-2 (MULTI-FAMILY RESIDENTIAL) DISTRICT AT 1225 PARK PLACE, BEING A PART OF BLOCKS 4 AND 5 OF THE REPLAT OF LOTS 6 THRU 45, WOODHAVEN ADDITION, CONTAINING 1.252 ACRES IN THE J.B. MCANAIR SURVEY, ABSTRACT NO. 763 (SHERMAN C&G PROPERTIES, OWNERS; MICHAEL J. WRIGHT & ASSOCIATES, INC., ARCHITECT; AND PLS PIPELINE LAND SERVICES, INC., SURVEYOR); PROVIDING FOR A REPEALER; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That, from and after the passage of this ordinance, the following described property shall be in the R-2 (Multi-Family Residential) District at 1225 Park Place, and that Section 12, Ordinance No. 2280 is hereby amended so as to hereafter include the following described property:

BEING a tract of land situated in the J.B McAnair Survey, Abstract No. 763, Grayson County, Texas and being all of a called 1.283 acres tract of land (Tract A) described in Deed to Sherman C & G Properties as recorded in Volume 5051, Page 80, Official Records, Grayson County, Texas, and being more particularly described herein as follows:

BEGINNING at a ½ inch iron rod found in the East Right-of-Way line of Newman Drive (a called 50' R.O.W.) for the most Westerly Southwest corner of said Tract A and the Northwest corner of a called 0.830 of an acre tract of land described in Deed to Eric Racher as recorded in Instrument No. 2019-23378, said Official Records;

THENCE North 15 degrees 02 minutes 31 seconds West, with the West line of said Tract A, along the said East line of Newman Drive, a distance of 94.83 feet to a 5/8 inch iron rod with plastic cap stamped "PLS, INC" (typical) set at the beginning of a curve to the right having a radius of 105.03 feet;

THENCE Northeasterly, along the arc of said curve, a distance of 14.75 feet with an interior angle of 8 degrees 01 minutes 51 seconds, a chord bearing of North 28 degrees 57 minutes 06 seconds East, and a chord length of 14.74 feet to a ½ inch iron rod found in the South Right-of-Way line of Park Place (a called 50' R.O.W.) for the Northwest corner of said Tract A;

THENCE with the North line of said Tract A, along the said South line of Park Place, the following courses and distances:

North 74 degrees 21 minutes 05 seconds East, a distance of 374.09 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 247.03 feet;

Northeasterly, along the arc of said curve, a distance of 66.33 feet with an interior angle of 15 degrees 23 minutes 00 seconds, a chord bearing of North 66 degrees 24 minutes 39 seconds East, and a chord distance of 66.13 feet to a 5/8 inch iron rod set;

North 58 degrees 43 minutes 40 seconds East, a distance of 57.06 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 187.15 feet;

Northeasterly, along the arc of said curve, a distance of 97.47 feet with an interior angle of 29 degrees 50 minutes 29 seconds, a chord bearing of North 74 degrees 03 minutes 53 seconds East, and a chord distance of 96.38 feet to a 5/8 inch iron rod set;

North 88 degrees 26 minutes 29 seconds East, a distance of 28.51 feet to a 3/8 inch iron rod found for the Northeast corner of said Tract A and the Northwest corner of Lot 1 of the Replat of Fairview Park Patio Homes as recorded in Volume 21, Page 85, Plat Records, Grayson County, Texas;

THENCE South 41 degrees 13 minutes 31 seconds West, with the East line of said Tract A and the West line of said Lot 1 of Fairview Park Patio Homes, a distance of 203.92 feet to a 5/8 inch iron rod set in the North line of Lot 2 of Ridglea Second Addition recorded in Volume 1, Page 16, said Plat Records for the Southeast corner of said Tract A and the Southwest corner of said Lot 1, of the Replat of Fairview Park Patio Homes;

THENCE South 74 degrees 33 minutes 23 seconds West, with the South line of said Tract A and the North line of said Lot 2, passing the Northeast corner of Lot 1 of said Ridglea Second Addition, and continuing for a total distance of 81.46 feet to a 5/8 inch iron rod set in the East line of said Rancher tract for the most Easterly Southwest corner of said Tract A and the Northwest corner of said Lot 1 of said Ridglea Second Addition;

THENCE North 13 degrees 14 minutes 42 seconds West, with a West line of said Tract A and the East line of said Rancher tract, a distance of 4.00 feet to a 5/8 inch iron rod set for an ell corner of said Tract A tract and the Northeast corner of said Rancher tract;

THENCE South 74 degrees 50 minutes 57 seconds West, with the South line of said Tract A and the North line of said Rancher tract, a distance of 134.06 feet to a 5/8 inch iron rod set for corner;

THENCE South 70 degrees 37 minutes 06 seconds West, with the South line of said Tract A and the North line of said Rancher tract, a distance of 243.88 feet to the **POINT OF BEGINNING and containing, within the metes and bounds herein recited, 1.252 acres of land, more or less.....**

SECTION 2. That this ordinance shall not become effective until entered upon the official zoning map as provided in Section 12, Ordinance No. 2280.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

INTRODUCED on this the _____ day of _____, 2020.

ADOPTED on this the _____ day of _____, 2020.

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

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



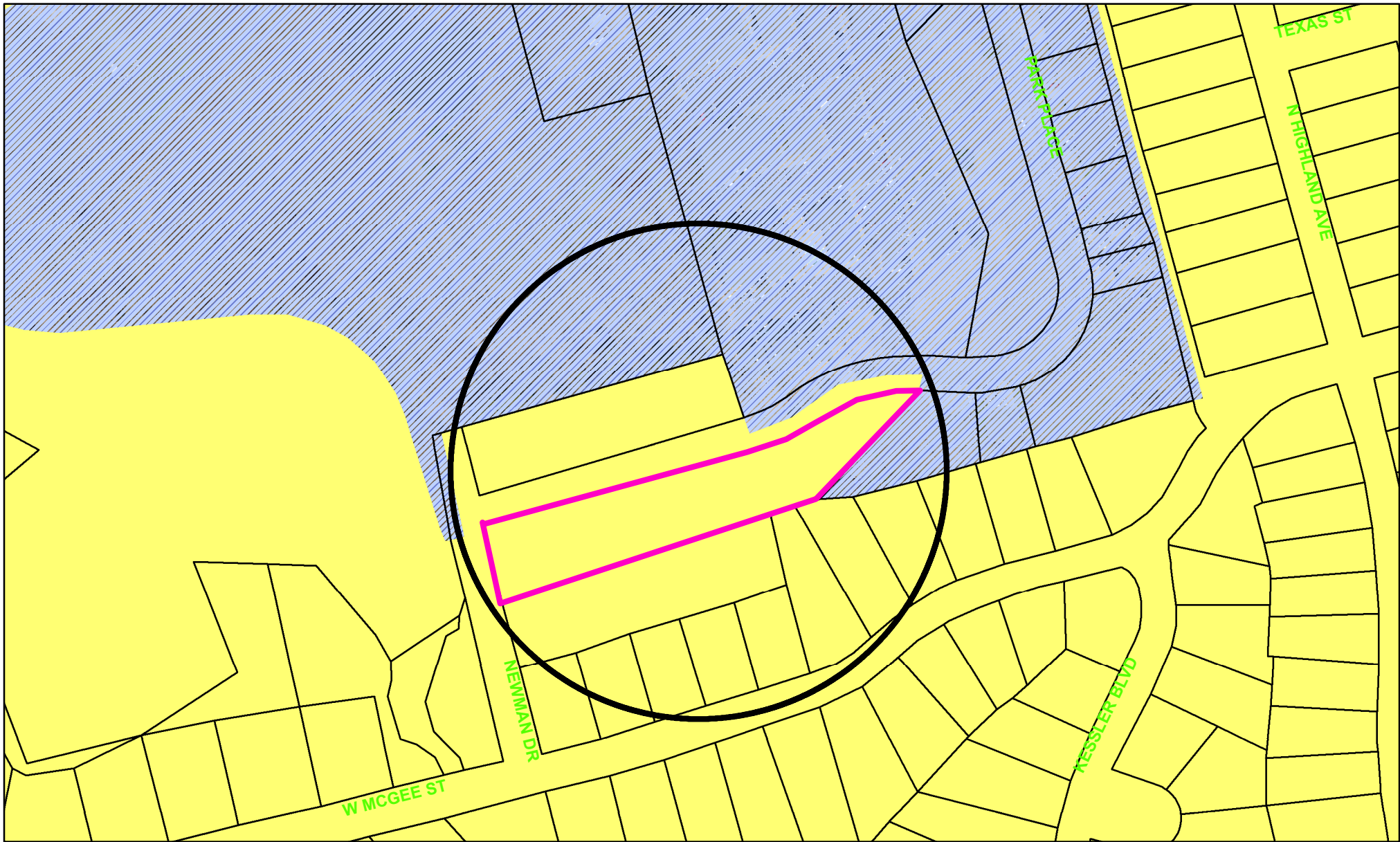
1225 Park Place

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 300 ft



Zoning - 1225 Park Place

Legend

Parcels_Buffer3	Representation: ShermGIS.DBO.TransportationCorridor_Rep_1	CO Office District
Special Districts Overlay	FM 1417	Lakes
DISTRICT_NAME	Sam Rayburn Freeway	M-1 Light Manufacturing District
Arts and Cultural District	US Hwy 82 and 75	M-1.5 Medium Manufacturing District
Blalock Commercial Overlay District	SH 289	M-2 Heavy Manufacturing District
Central Business District	FM 691	MH Manufacturing Housing District
College Park District	Zoning Districts	R-1 One Family Residential District
Downtown Overlay District	Representation: ShermGIS.DBO.ZoningDistrict_Rep	R-2 Multi-Family Residential District
Historic Preservation District	Unknown	R-A Single Family Agricultural District
Transportation Corridor	BIP Blalock Industrial Park	SF-1 Single Family Residential District
	C-1 Retail Business District	PD Planned Development
	C-2 General Commercial District	

Sherman
CLASSIC TOWN. BROAD HORIZON.

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 181 ft

1225 Park Place



PROPERTY DESCRIPTION

Being a tract of land situated in the J.B. McAnair Survey, Abstract No. 763, Grayson County, Texas being part of Blocks 4 and 5 of the Replot of Lots 6 thru 45, Wood Haven Addition to the City of Sherman, Texas, as shown by Plat recorded in Volume 6, Page 29, Plat Records, Grayson County, Texas and being the same called 1.283 acres tract of land (Tract A) described in Deed to Sherman C & G Properties as recorded in Volume 5051, Page 80, Official Records, Grayson County, Texas, and being more particularly described herein as follows:

BEGINNING at a 1/2 inch iron rod found in the East Right-of-Way line of Newman Drive (a called 50' R.O.W.) for the most Westerly Southwest corner of sold Tract A and the Northwest corner of a called 0.830 of an acre tract of land described in Deed to Eric Rocher as recorded in Instrument No. 2019-23378, sold Official Records;

THENCE North 15 degrees 02 minutes 31 seconds West, with the West line of sold Tract A, along the sold East line of Newman Drive, a distance of 94.83 feet to a 5/8 inch iron rod with plastic cap stamped "PLS, INC." (typical) set at the beginning of a curve to the right having a radius of 105.03 feet;

THENCE Northeasterly, along the arc of said curve, a distance of 14.75 feet with an interior angle of 8 degrees 02 minutes 51 seconds, a chord bearing of North 28 degrees 57 minutes 06 seconds East, and a chord length of 14.74 feet to a 1/2 inch iron rod found in the South Right-of-Way line of Park Place (a called 50' R.O.W.) for the Northwest corner of sold Tract A;

THENCE with the North line of sold Tract A, along the sold South line of Park Place, the following courses and distances:

North 74 degrees 21 minutes 05 seconds East, a distance of 374.09 feet to a 5/8 inch iron rod set at the beginning of a curve to the left having a radius of 247.03 feet;

Northeasterly, along the arc of said curve, a distance of 66.33 feet with an interior angle of 15 degrees 23 minutes 00 seconds, a chord bearing of North 66 degrees 24 minutes 39 seconds East, and a chord distance of 66.13 feet to a 5/8 inch iron rod set;

North 58 degrees 43 minutes 40 seconds East, a distance of 57.06 feet to a 5/8 inch iron rod set at the beginning of a curve to the right having a radius of 187.15 feet;

Northeasterly, along the arc of said curve, a distance of 97.47 feet with an interior angle of 29 degrees 50 minutes 29 seconds, a chord bearing of North 74 degrees 03 minutes 53 seconds East, and a chord distance of 96.38 feet to a 5/8 inch iron rod set;

North 88 degrees 26 minutes 29 seconds East, a distance of 28.51 feet to a 3/8 inch iron rod found for the Northeast corner of sold Tract A and the Northwest corner of Lot 1 of the Replot of Fairview Park Patio Homes as recorded in Volume 21, Page 85, Plat Records, Grayson County, Texas;

THENCE South 40 degrees 40 minutes 23 seconds West, with the East line of sold Tract A and the West line of sold Lot 1 of Fairview Park Patio Homes, a distance of 205.20 feet to a 5/8 inch iron rod set in the North line of Lot 2 of Ridge Second Addition recorded in Volume 1, Page 16, sold Plat Records for the Southeast corner of sold Tract A and the Southwest corner of sold Lot 1, of the Replot of Fairview Park Patio Homes;

THENCE South 78 degrees 12 minutes 27 seconds West, with the South line of sold Tract A and the North line of sold Lot 2, passing the Northeast corner of Lot 1 of sold Ridge Second Addition, and continuing for a total distance of 81.52 feet to a 5/8 inch iron rod set in the East line of sold Rocher tract for the most Easterly Southwest corner of sold Tract A and the Northwest corner of sold Lot 1 of sold Ridge Second Addition;

THENCE North 13 degrees 14 minutes 42 seconds West, with a West line of sold Tract A and the East line of sold Rocher tract, a distance of 4.00 feet to a 5/8 inch iron rod set for an ell corner of sold Tract A tract and the Northeast corner of sold Rocher tract;

THENCE South 74 degrees 50 minutes 57 seconds West, with the South line of sold Tract A and the North line of sold Rocher tract, a distance of 134.05 feet to a 5/8 inch iron rod set for corner;

THENCE South 70 degrees 37 minutes 06 seconds West, with the South line of sold Tract A and the North line of sold Rocher tract, a distance of 243.88 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 1.252 acres of land, more or less.

FLOOD NOTE

PER DATA PROVIDED BY F.E.M.A. PART OF THE PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN A DESIGNATED ZONE AE (SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATIONS DETERMINED) AND THE REMAINING PART OF THE PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN A DESIGNATED ZONE X (NO FLOOD AREA) AS PLOTTED ON COMMUNITY PANEL # 485509 0270 F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE OR FLOOD HAZARD BOUNDARY MAP BEARING A REVISED EFFECTIVE DATE OF SEPTEMBER 29, 2010.

GENERAL NOTES

1. ALL BEARINGS CONTAINED HEREIN ARE BASED ON THE TEXAS STATE PLANE COORDINATES SYSTEM, NAD 83, NORTH CENTRAL ZONE (4202), DERIVED FROM GPS OBSERVATION AND DERIVED FROM AN ON-THE-GROUND SURVEY CONDUCTED ON MARCH 3, 2020.
2. ALL MONUMENTS SHOWN AS FOUND HEREON WERE CONTROLLING MONUMENTS USED IN THE FINAL BOUNDARY RESOLUTION AS SHOWN.
3. THIS SURVEY MAY OR MAY NOT COMPLY WITH CITY AND/OR COUNTY PLATTING REGULATIONS.

SURVEYOR'S CERTIFICATION

This is to certify that, under my personal supervision, a careful survey was made on the ground of the property shown hereon. This survey was prepared without the benefit of a current title report. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM. The plat hereon is a careful representation of the subject property as determined by an on-the-ground survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and improvements being as shown, the improvements being within the boundary of the property, setback from property lines the distance indicated and that the distance from the nearest intersecting street or road being as shown on said plat. EXCEPT AS SHOWN THERE ARE NO VISIBLE INTRUSIONS OR PROTRUSIONS APPARENT ON THE GROUND.


DANIEL L. JACKSON
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5577
MARCH 6, 2020
FIRM REGISTRATION NO. 10129300



THE COMPLETE LAND TITLE SURVEY SHOWN HEREON COMPRISES 2 PAGES
AND "PAGE 1" ACCOMPANIES AND IS ATTACHED HERETO BY THIS REFERENCE.



DRAWN BY:	CWJ
CHECKED BY:	DJ
DATE:	3/6/20
SHEET:	2 OF 2
SCALE:	AS SHOWN

LAND TITLE SURVEY
1225 PARK PLACE
1.252 ACRES
J.B. MCANAIR SURVEY
ABSTRACT NO. 763
GRAYSON COUNTY, TEXAS
1225 PARK PLACE

GRAYSON COUNTY, TEXAS

ELEVATION NOTE:

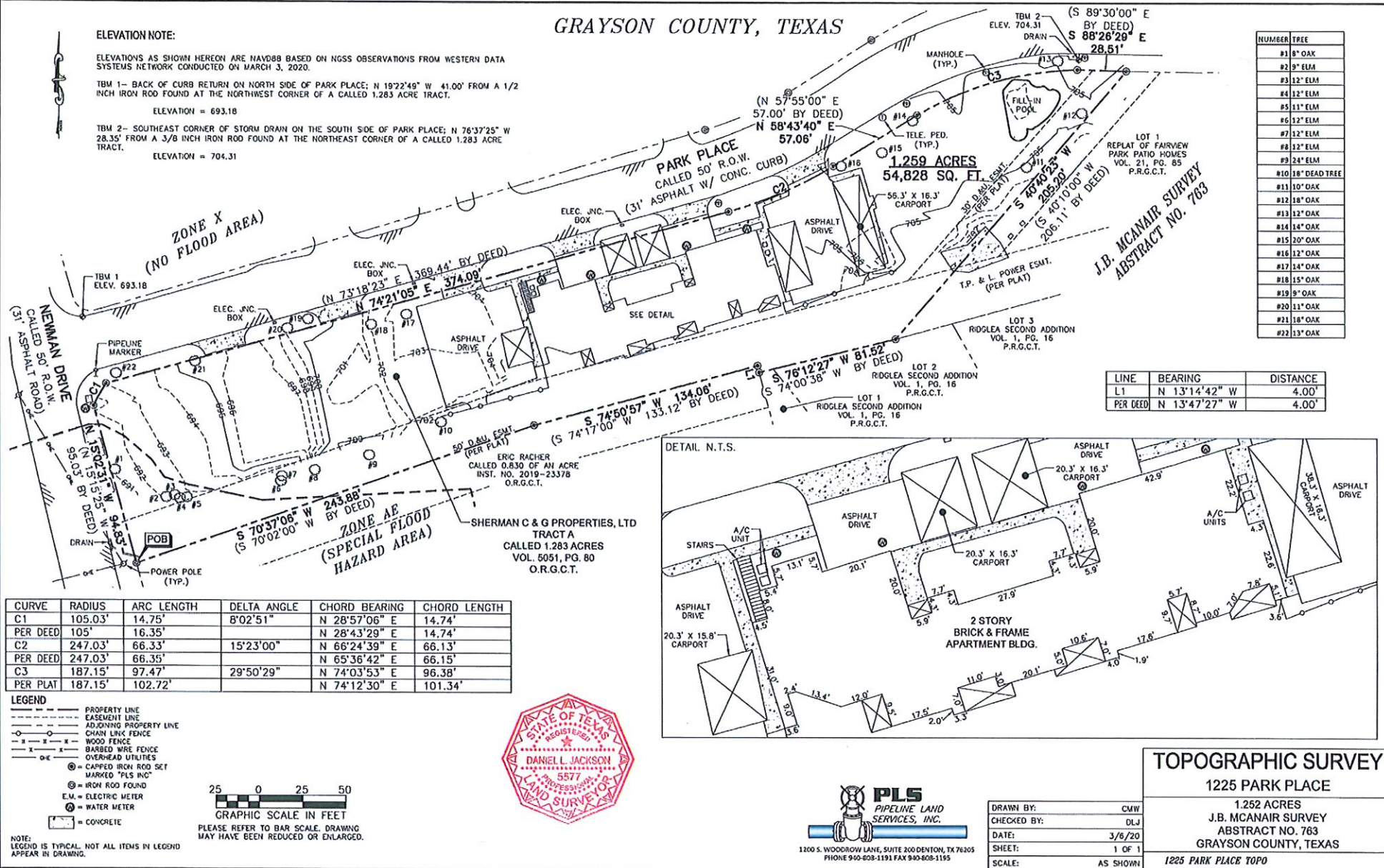
ELEVATIONS AS SHOWN HEREON ARE NAVD83 BASED ON NGSS OBSERVATIONS FROM WESTERN DATA SYSTEMS NETWORK CONDUCTED ON MARCH 3, 2020.

TBM 1— BACK OF CURB RETURN ON NORTH SIDE OF PARK PLACE; N 19°22'49" W 41.00' FROM A 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF A CALLED 1.283 ACRE TRACT.

ELEVATION = 693.18

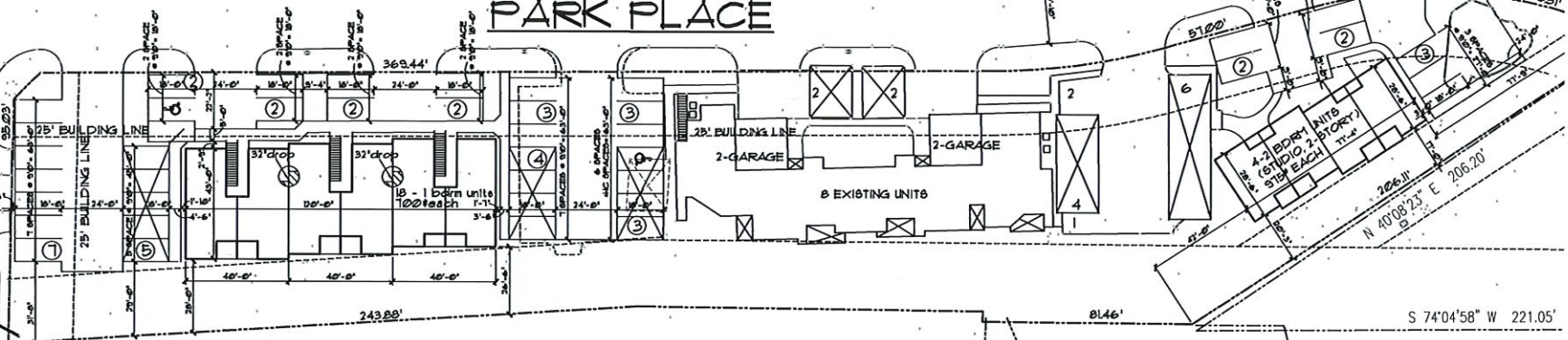
TBM 2— SOUTHEAST CORNER OF STORM DRAIN ON THE SOUTH SIDE OF PARK PLACE; N 76°37'25" W 28.35' FROM A 3/8 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF A CALLED 1.283 ACRE TRACT.

ELEVATION = 704.31



NEUMAN DRIVE

PARK PLACE



SITE PLAN

SCALE: 1"=20'0"

ZONED 'SF-SINGLE FAMILY
CREEKWOOD CONDOMINIUMS
SHERMAN, TEXAS

55923#land
1250#/unitreq.
8 units existing
22 new units = 18 - 1 BDRM (1000#) + 4 - 2 BDRM (900#)
30 total units
total parking req. 2/unit=60 spaces
total parking provided = 61 spaces
total covered parking provided = 31 spaces
total un-covred parking provided = 36 spaces

FOR APPROVAL ONLY -NOT FOR CONSTRUCTION-	
OWNER	DATE
CONTRACTOR	DATE

Date 2/2/20
Drawn By MJW
Checked By MJW
Revisions

THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS. I AM A LICENSED ARCHITECT IN THE STATE OF TEXAS. MY EXPIRATION DATE IS 12/31/2020. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THESE PLANS. I AM NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS. I AM NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE ACCURACY OF THESE PLANS. I AM NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR OMISSIONS.

CREEKWOOD CONDOMINIUMS
PARK PLACE
SHERMAN, TEXAS

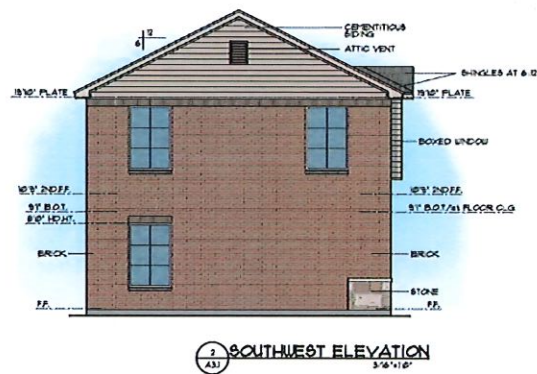


M. J. WRIGHT & ASSOCIATES, INC.
ARCHITECTS
12345 MAIN STREET
SHERMAN, TEXAS 75074
PHONE: 817/555-5555
FAX: 817/555-5556
WWW.MJWRIGHT.COM



Sheet No.
PRE
Project No.
2003ARCH

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Date 07/16/13
Drawn By TBJ
Checked By TBJ
Revisions

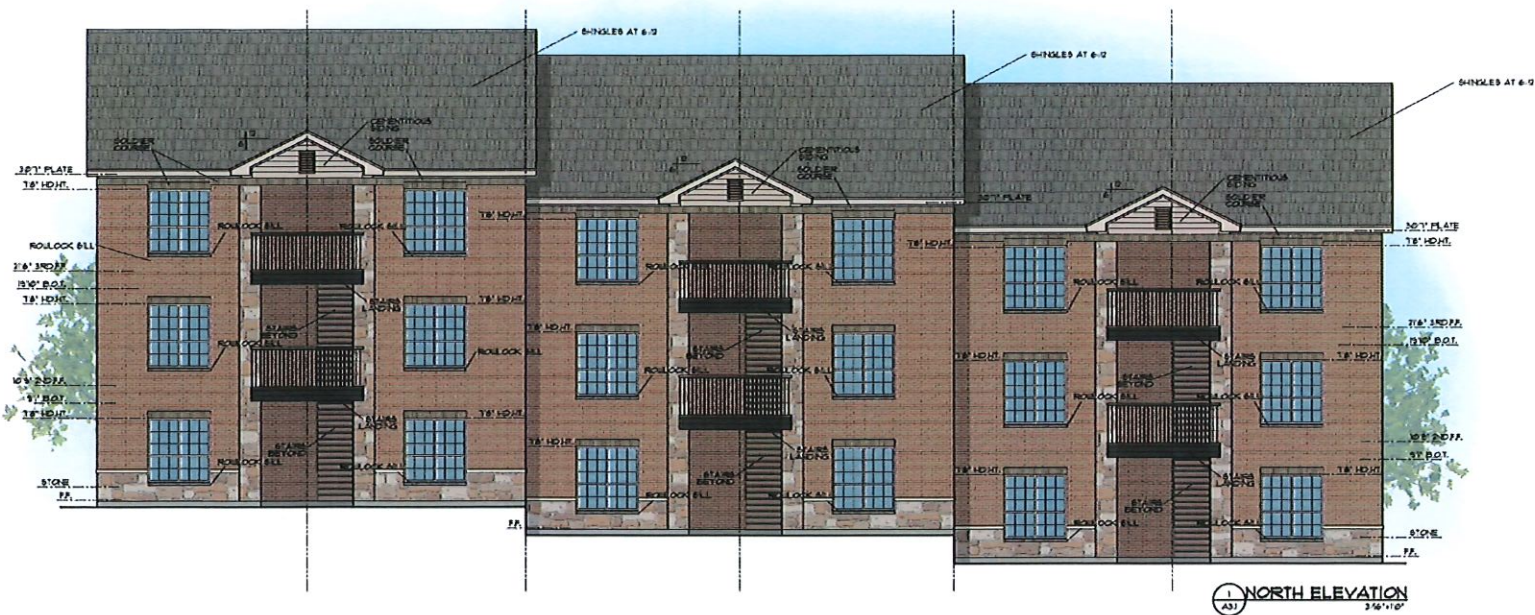
CREEDWOOD CONDORNIUM
PARK PLACE
SHERMAN, TEXAS



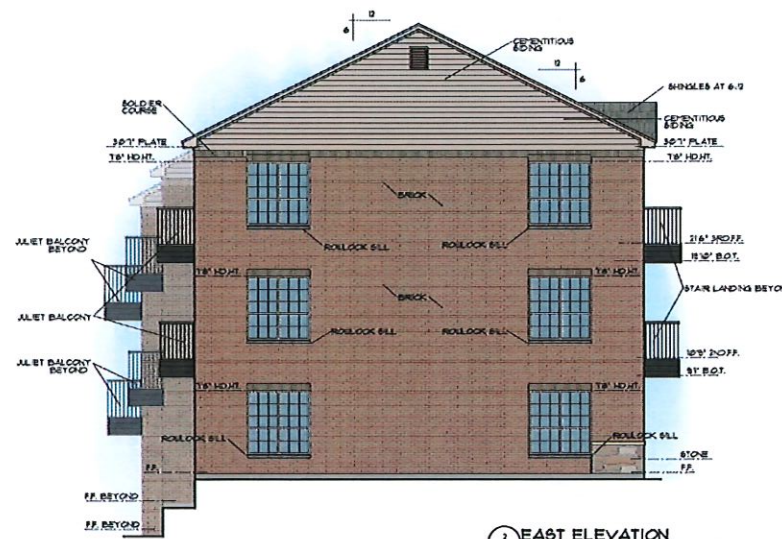
M. J. WRIGHT & ASSOCIATES, INC.
8220 MEDICAL CENTER BLVD., STE. A, ARLIN, TX 75010
OFFICE: 817/468-8888 FAX: 817/468-8888
WWW.MJWRIGHT.COM

Sheet No.
A3.1
Project No.
20034RCH

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1 NORTH ELEVATION
3/8"=1'-0"



2 EAST ELEVATION
3/8"=1'-0"

Date: 02/16/19
Drawn By: MJW
Checked By: MJW
Revisions:

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CRESWOOD CONDOMINIUMS
PARK PLACE
SHERMAN, TEXAS



M.J. WRIGHT & ASSOCIATES, INC.
8833 WINDHOLTER BOULEVARD, STE. A, WINDY HILLS, TEXAS 75087
PHONE: 972.288.8888 FAX: 972.288.8888
WWW.MJWRIGHTCO.COM

Sheet No.
A3.1
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10034ROH

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Date: 07/16/19
 Drawn By: HJU
 Checked By: HJU
 Revision:

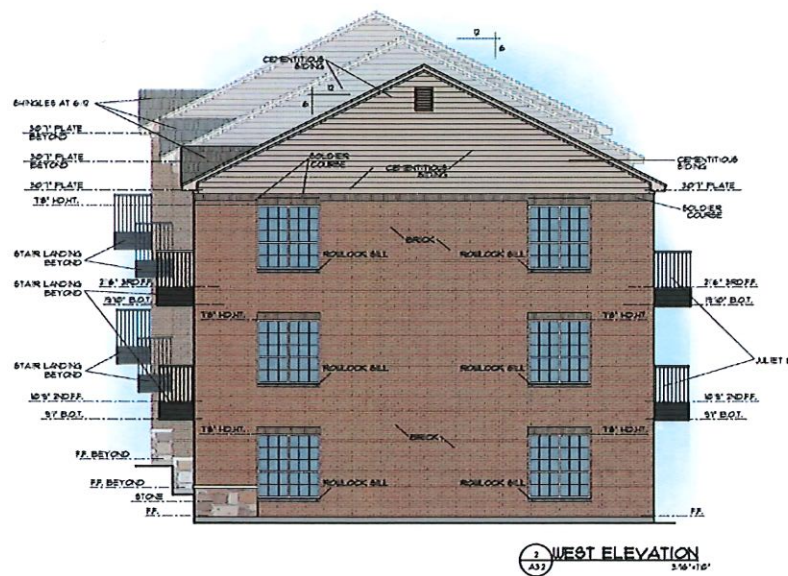
CRESWOOD CONDOMINIUMS
 PARK PLACE
 DENTON, TEXAS



N.J. WRIGHT ASSOCIATES, INC.
 4025 MADONNE BOULEVARD, STE. A, ARLING, TEXAS 76010
 817/266-8888 FAX 817/266-8889
 WWW.NJWRIGHT.COM

Sheet No.
A3.2
 Project No.
 20034RCH

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PARK PLACE



FAIN • CUPPETT
LANDSCAPE ARCHITECTS, LLC

[illegible]

CREEKWOOD CONDOS
1225 PARK PLACE
SHERMAN, TEXAS

Sheet No. _____

L-1

1. PLANT SIZE, TYPE, AND CONDITION SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
2. PLANT MATERIAL TO BE NURSERY GROWN STOCK.
3. CONTRACTOR RESPONSIBLE FOR MAINTENANCE OF ALL PLANT MATERIAL UNTIL CONTRACTOR ACCEPTANCE.
4. ALL CONTAINER GROWN PLANTS TO HAVE FULL, MORGORUS ROOT SYSTEM. COMPLETELY EMPLOYING CONTAINER.
5. ALL PLANTS WELL ROUNDED AND FULLY BRANCHED. ALL TREES WITH SPREAD 2/3 OF HEIGHT.
6. CONTRACTOR TO PROVIDE OWNER WITH PREPARED MAINTENANCE SCHEDULE OF ALL PLANTS AND TREES.
7. MAINTAIN/PROTECT VISIBILITY TRIANGLE WITH PLANT MATERIAL PER CITY STANDARDS AT ALL ENTRANCES TO SITE.
8. ALL PLANTS WITHIN 10' OF DEFINED PLANTING BEDS WITH MIX AS OUTLINED IN SPECS. WHERE SHURTS ARE LOCATED ALONG CURB, SET SHURBS BACK FROM CURB 3'.
9. SEE DETAIL SHEET FOLLOWING FOR PLANTING DETAILS.
10. CONTRACTOR RESPONSIBLE FOR LOCATION OF ALL UTILITIES, INCLUDING BUT NOT LIMITED TO, ELECTRICITY, GAS, WATER AND SEWER, AND ANY DAMAGE TO UTILITIES TO BE REPAIRED BY CONTRACTOR AT NO COST TO OWNER.
11. CONTRACTOR TO BE RESPONSIBLE FOR PROTECTING ALL UTILITIES AS DIRECTED BY OWNER'S REPRESENTATIVE. WORK TO INCLUDE REMOVAL OF ALL SUNKER GROWTH, DEAD AND DISEASED BRANCHES AND LIMBS; WINES, ENIGARS AND OTHER INVASIVE SPECIES. ALL INTERIOR LIMBS TO BE REMOVED. CONTRACTOR TO MAINTAIN AND RETAIN NATURAL SHAPE OF PLANT. ALL WORK SUBJECT TO APPROVAL OF OWNER'S REPRESENTATIVE.
12. ALL PLANTING TO BE PROVIDED AS A COURTESY AND NOT INTENDED FOR BID PURPOSES. CONTRACTOR TO VERIFY ROOT TO PRICING.
13. INSTALL GRASS AND FERNED LAWN AND PLANTING BEDS, PETER TO SPECIFICATIONS, FILL ALL CORNERS SMOOTH.
14. INSTALL CURB/BLANKET (OR EQUAL) PER MANUFACTURERS INSTRUCTIONS ON ALL PLANTING/SHURBS BEDS.
15. ALL PLANTING TO BE DONE BY CONTRACTOR. PLANTING, GREATER, AND PLANTING AT TIME OF PLANT PREPARATION, SEASONAL PLANT AVAILABILITY CANNOT BE DETERMINED. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO SECURE AND MAINTAIN ALL BID PLANTS. CONTRACTOR TO BE RESPONSIBLE FOR ANY LOSS OR OCCURS DURING THE OFF-SEASON. PURCHASE AND HOLD BID PLANTS FOR LATE SEASON PLANTING.
16. CONTRACTOR SHALL STAKE TREES FOR OWNER'S APPROVAL PRIOR TO INSTALLATION.

CAUTION!!
UNDERGROUND UTILITIES ARE LOCATED IN THIS AREA. 48 HOURS PRIOR TO ANY CONSTRUCTION ACTIVITIES, CONTACT THE LOCATOR FOR FRANCHISE UTILITY INFO. CALL BEFORE YOU DIG.
TEXAS EXCAVATION SAFETY SYSTEM (TESS)
1-800-344-8377
TEXAS ONE CALL SYSTEMS
1-800-245-4545
LOVE STAR NOTIFICATION CENTER
1-800-889-8344 EXT. 5

NOTE:
NO LANDSCAPE PLANTINGS
WITHIN 18" OF PARKING
LOT CURBS.

FORM	CODE	POISON NAME	CONTAINER SIZE	QTY	UNIT	STORAGE	QTY	REMARKS
	LM CRA	Urea in solution	Cellulose	27 Car	12 Height Ma	Shrub	8	B&B - Rings in height
	CODE	POISON NAME	QTY	UNIT	STORAGE <td>QTY</td> <td>REMARKS</td>	QTY	REMARKS	
	U.E. DIA	Hexachloro Cyclohexane	Chemical	7 pc	340 Lbs	240 O.C.	14	
	CODE	POISON NAME	QTY	UNIT	STORAGE	QTY	REMARKS	
	TRA RD	Trichloroethylene in solution	Acetic Benzene	47 pc	12 O.C.	STORAGE	QTY	REMARKS
	ZS 1-4A	Zinc pyrophosphate	Zinc Oxide	acid			15,127 ml	

NOTE:

- LANDSCAPING SHALL CONSIST OF A COMBINATION OF GRASSES, GROUNDCOVER, SHRUBS, VINES, HEDGES AND TREES. GRASSES AND GROUNDCOVER ALONE SHALL NOT CONSTITUTE ADEQUATE LANDSCAPING.
- THE SITE WILL BE IRRIGATED WITH A BELOW GROUND AUTOMATIC IRRIGATION SYSTEM WITH THE ZONING BOARD THAT IS CAPABLE OF PROVIDING THE PROPER AMOUNT OF WATER FOR THE PARTICULAR TYPE OF PLANT MATERIAL USED.
- THE PROPERTY OWNER IS RESPONSIBLE FOR REGULAR WEEDING, MOWING, IRRIGATION, FERTILIZATION, PRUNING AND OTHER MAINTENANCE OF ALL PLANTINGS. THE REQUIRED LANDSCAPING MUST BE MAINTAINED IN A HEALTHY, GROWING CONDITION AT ALL TIMES.
- ALL LANDSCAPING SHALL BE MAINTAINED IN ACCORDANCE WITH THE CITY OF SHERMAN ZONING ORDINANCES.

TEMPORARY IRRIGATION WILL BE REQUIRED TO ESTABLISH TURF IN ALL DISTURBED AREAS WITHOUT A PERMANENT IRRIGATION SYSTEM. INSTALL SOD TO ESTABLISH TURF IN ALL DISTURBED AREAS AS IDENTIFIED ON GRADING AND EROSION CONTROL PLANS.



LANDSCAPE PLAN

L-1

STAFF REVIEW LETTER

June 9, 2020

Sherman C&G Properties, LTD
915 E. Hwy. 82
Gainesville, TX 76240

Pipeline Land Services Inc.
1200 S. Woodrow Ln., Ste. 200
Denton, TX 76205

Michael J. Wright
8233 Mid Cities Blvd., Ste. A
North Richland Hills, TX 76182

Dear Applicant,

The request for a zone change and site plan approval for Creekwood Condominiums from an R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District for the property located at 1225 Park Place has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 16, 2020 at 5:00 P.M., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

Zoning:

1. All aspects of the R-2 (Multi-Family Residential) District and the Residential Tree and Landscaping Ordinance must be followed.
2. A minimum 6' masonry perimeter wall shall be provided to surround the development unless an exception is granted.
3. No building shall exceed 45 feet in height unless an exception is granted.
4. The trash dumpster will need to be located inside the main building area and screened.
5. Fire lanes and codes shall be coordinated with the Fire Marshal (903.892.7267).
6. Parking shall be provided for one space per bedroom, minimum two per unit; a parking space is considered to be 9' x 20'
7. Parking is permitted on paved surfaces only (concrete or asphalt).
8. All parking shall be on private property and shall not encroach into Park Place or Newman Drive right-of-way.
9. Any structures built over any of the easements on the property will require approval for an encroachment easement from the City Council.
10. Review the zoning and development ordinance for additional requirements.
11. Site plan approval is valid for a period of one year, if progress has not been made within that time period; resubmission to the Planning & Zoning Commission is required.

Engineering:

12. Replatting of the subject property required.
13. New drive approaches and sidewalks must conform to City standard and a permit is required from City of Sherman Engineering Department.
14. A permit is required from City of Sherman Engineering Department for each new water or sewer connection.
15. All requirements of the Floodplain Ordinance shall be followed.

16. Privately owned and maintained detention in accordance with City criteria is required. Engineering plans shall be provided to the City of Sherman Engineering Department for review and approval.
17. Internal water and sewer lines will be privately owned and maintained.
18. All requirements of the Storm Water Ordinance shall be followed.
19. Parking will be permitted on private property only.
20. The location of trash receptors must be approved by the Public Works Department.
21. Final site plans, utility, drainage and grading plan showing Floodplain relative to site plan shall be provided and approved by the City Engineering Department.

Any other changes made to the site plan prior to the final fulfillment of the conditions of the staff review, must be considered minor by the staff, as to not require resubmission to the Planning & Zoning Commission.

It is the policy of this Board not to consider a request unless it has representation. You are hereby notified to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Rob Rae at 903-892-7229 prior to the meeting.

Respectfully,



Rob Rae
Incoming Secretary, Planning and Zoning Board and Board of Adjustment

CC: Robby Hefton, City Manager
Clint Philpott, Asst. City Manager
Wayne Lee, P.E., Director of Engineering
Christopher Armstrong, Asst. City Engineer
Tom Pruitt, Utility Engineer

Billy Hartsfield, Fire Marshal
Brandon Shelby, City Attorney
Amber Doan, Engineering Coordinator
Scott Shadden, Director of Developmental Services



**Planning & Zoning Commission and Board of
Adjustments**

Agenda Item No. 14.

Meeting Date: 06/16/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Requested Action/Proposed Use:

1225 PARK PLACE

The request of Sherman C&G Properties (Owner) and Michael J Wright & Associates, Inc. (Architect) concerning the property located at 1225 Park Place, being a part of Blocks 4 & 5 of the Replat of Lots 6 thru 45, Woodhaven Addition, containing 1.252 acres in the J.B. McAnair Survey, Abstract No. 763, as follows;

Planning and Zoning Commission

Zone change and site plan approval for Creekwood Condominiums under Ordinance No. 2280, Section 12, from an R-1 (One-Family Residential) District to an R-2 (Multi-Family Residential) District.

Background:

The property is located at 1225 Park Place, the southeast corner of Newman Drive and Park Place. The property is zoned an R-1 (One Family Residential) District. The owners would like to replace the existing apartments that were destroyed by fire December, 2019 with one, three-story, 12,600 square foot (approximately 700 square foot per unit) with (18) eighteen, one bedroom units and the second building will be a two-story, 3,900 square foot (approximately 975 square foot per unit), four unit building on the vacant land. There will be a total of (30) thirty units. Parking will be provided for (61) sixty-one spaces, including (20) twenty carports.

Adjacent Zoning:

R-1 (One Family Residential) District

R-2 (Multi-Family Residential) District

Origination:

Sherman C&G Properties (Owner)

Michael J Wright & Associates, Inc. (Architect)

Master Plan Designation:

Natural – Natural areas are wooded or vegetated lands which are essentially untouched by development and still retain significant resources.

Number of notices mailed:

19

Objections Received:

0

Attachments

Location Map

Zoning Map

Zoning Sign Photo

Survey

Site Plan

Building Elevations

Landscape Plan

Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 5.

Meeting Date: 07/06/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Number: 6303, 6304, 6305 and 6306

Issue:

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6303**
Amending Chapter 1, entitled "General Provisions", at Article 1.07, entitled "Aviation", to Delete in its Entirety Division 3, entitled "Airport Rules", and Provide for a New Division 3 to be entitled "Airport Rules and Regulations"
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6304**
Amending Chapter 13 of the Code of Ordinances, entitled "Utilities", Article 13.07, entitled "Water, Sewers and Sewage Disposal", Division 5, entitled "Regulations for Disposal of Industrial Waste", at Section 13.07.356, entitled "Specific Pollutant Limitations"
- C. 3. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6305**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-1 (One Family Residential) District at 1527 East Lamar Street, being Lots 9 and 10, Block 40, College Park Addition (Lisa Foster, Owner; Preston Trail Land Surveying, Surveyor; and NBS Drafting & Design, Nathan Gray, Draftsman)
- C. 4. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 6306**
Amending Section 12, Ordinance No. 2280, so as to Include Certain Properties within the R-2 (Multi-Family Residential) District at 1225 Park Place, being a part of Blocks 4 and 5 of the Replat of Lots 6 thru 45, Woodhaven Addition, containing 1.252 acres in the J.B. McAnair Survey, Abstract No. 763 (Sherman C&G Properties, Owners; Michael J. Wright & Associates, Inc., Architect; and PLS Pipeline Land Services, Inc., Surveyor)
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

C. 6.

Meeting Date: 07/06/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

CONSENT AGENDA

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

Issue:

D. 1. * RESOLUTION NO. 6627

Awarding a Bid to and Authorizing Execution of a Contract with Southern Tire Mart, LLC for an Annual Supply of Light Truck, Passenger, and OTR/Commercial Tires

D. 2. * RESOLUTION NO. 6628

Awarding a Bid to and Authorizing Execution of a Contract with Jerry Paul Higgins, Ltd. for the Generator and Uninterrupted Power Supply (UPS) Project

E. 3. * OTHER BUSINESS

Replat Approval of Hall & Jones Addition, Block 1, Lot 13R, being part of Lot 13, Block 1, Hall & Jones Addition and an unplatted tract in the J.B. McAnair Survey, Abstract No. 763, containing 0.194 acres; Lazy L Enterprises, Owner; Preston Trail Land Surveying., Surveyor (521 East Carter Street)



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 1.

Meeting Date: 07/06/2020

Prepared By: Kevin Winkler, Public Works Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6627**

Awarding a Bid to and Authorizing Execution of a Contract with Southern Tire Mart, LLC for an Annual Supply of Light Truck, Passenger, and OTR/Commercial Tires

Issue:

To consider awarding a contract for the annual supply of light truck, passenger, and OTR/commercial tires to Southern Tire Mart, LLC of Columbia, Mississippi, to be serviced out of Gainesville, Texas

Background:

At the April 20, 2020 meeting, the City Council authorized a request to advertise for the solicitation of public bids for the annual supply of light truck, passenger, and OTR/commercial tires. Two (2) bids were accepted and opened on May 11, 2020. City staff recommends the award and authorization of this contract to the lowest qualified bidder, Southern Tire Mart, LLC of Columbia, Mississippi, to be serviced out of Gainesville, Texas.

Origination:

Equipment Maintenance

Financial Consideration:

Funds are budgeted in the 2019-2020 Fiscal Year Budget.

Staff Recommendation:

Staff recommends awarding the bid to, and authorizing the City Manager to execute a contract with, Southern Tire Mart, LLC.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6627

City of Sherman Standard Contract

Bid Tabulation

RESOLUTION NO. 6627

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH SOUTHERN TIRE MART, LLC FOR AN ANNUAL SUPPLY OF LIGHT TRUCK, PASSENGER, AND OTR/COMMERCIAL TIRES; 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 Southern Tire Mart, LLC, a Mississippi corporation, is hereby awarded the City of Sherman's contract for an annual supply of light truck, passenger, and OTR/commercial tires, in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Southern Tire Mart, LLC for an annual supply of light truck, passenger, and OTR/commercial tires, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

CITY OF SHERMAN, TEXAS

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:

Southern Tire Mart, LLC

Name

800 Highway 98

Address

Columbia, MS 39429

City, State, Zip

877-786-4681

Telephone

richard.conwill@stmitres.com

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:

New tires, retread tires, & tire services

[CHECK ONE:]

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

Estimated Date of Delivery

OR

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

DURATION: July 6, 2020 – July 5, 2021

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.

EXECUTED this _____ day of _____, _____.

SELLER:



(Signature)

Richard Conwill / Director of Government Sales

(Type/Print Name and Title/Position)

800 Highway 98

(Address)

Columbia, MS 39429

(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

CITY OF SHERMAN
 BID TABULATION
 Requirements for Purchase of Light Truck, Passenger, and OTR/Commercial Tires
 BID OPENING Monday, May 11, 2020; 2:00 PM

Vendor	EXHIBIT A: Light Truck & Passenger Tires Estimated Total	EXHIBIT B: OTR & Commercial Tires Estimated Total	NOTES
Southern Tire Mart	\$ 48,791.50	\$ 133,811.00	
Graham Truck Centers	\$ 53,537.99	\$ 161,203.47	



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

D. 2.

Meeting Date: 07/06/2020

Prepared By: Shawn Hackworth, IT Manager

Approved By: Robby Hefton, City Manager

Caption:

*** RESOLUTION NO. 6628**

Awarding a Bid to and Authorizing Execution of a Contract with Jerry Paul Higgins, Ltd. for the Generator and Uninterrupted Power Supply (UPS) Project

Issue:

To consider awarding and authorizing execution of a contract with Jerry Paul Higgins, Ltd. of Sherman, Texas, based on a Request for Proposals (RFP), for the Generator and Uninterrupted Power Supply (UPS) Project at the Sherman Municipal Building

Background:

At the June 1, 2020 meeting, the City Council authorized a request to advertise for the solicitation of proposals for the purchase and installation of a generator, as well as the installation of an uninterrupted power supply (UPS). This project is needed to avoid service disruptions to server and network infrastructure services, due to power outages at the Sherman Municipal Building.

A public request for competitive, sealed proposals resulted in four (4) submittals, which were opened on June 30, 2020. Jerry Paul Higgins, Ltd. of Sherman, Texas, received the highest valuation, based on specific criteria detailed in the Request for Proposal.

Origination:

Information Technology Services

Financial Consideration:

Proposed cost is \$60,040.00. Funding for this project is available in the current year FY2020 budget.

Staff Recommendation:

Staff recommends that the City Council award the contract for the Generator and Uninterrupted Power Supply (UPS) Project to Jerry Paul Higgins, Ltd. of Sherman, Texas.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6628

City of Sherman Standard Contract - blank

Bid Evaluation

RESOLUTION NO. 6628

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AWARDING A BID TO AND AUTHORIZING EXECUTION OF A CONTRACT WITH JERRY PAUL HIGGINS, LTD. FOR THE GENERATOR AND UNINTERRUPTED POWER SUPPLY (UPS) PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That Jerry Paul Higgins, Ltd. of Sherman, Texas, is hereby awarded the City of Sherman's contract for the Generator and Uninterrupted Power Supply (UPS) Project, in accordance with all bid documentation attached hereto and incorporated herein for all purposes.

SECTION 2. That the City Manager is hereby authorized and directed, subject to all contract documents being completed and approved as to form and content by the City Attorney, to execute a contract with Jerry Paul Higgins, Ltd. for the Generator and Uninterrupted Power Supply (UPS) Project, in the same or substantially same form as the contract documents attached hereto and incorporated herein for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

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

CITY OF SHERMAN, TEXAS

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.
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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.

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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.
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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.
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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 - Generator & Uninterrupted Power Supply

Evaluation Criteria	Russell Madden, Inc.	Jerry Paul Higgins, Ltd.	Larmar Industries	Consolidated Services of North America
Project Process Proposal (25%)	25.0	21.0	24.3	11.7
Cost (40%)	33.3	40.0	31.0	37.7
Experience and References for Similar Projects (25%)	19.7	25.0	8.3	12.7
Timeline proposed (10%)	10.0	6.3	10.0	2.7
Evaluation Score	88.0	92.3	73.7	64.7



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 1.

Meeting Date: 07/06/2020

Prepared By: Clint Philpott, Assistant City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Setting a Public Hearing on the 2020 Impact Fee Land Use Assumptions and Capital Improvement Programs for Monday, August 17, 2020

Issue:

Scheduling a public hearing on the 2020 Impact Fee Land Use Assumptions and Capital Improvement Programs as required by state legislation

Background:

At the February 12, 2020 meeting, the City Council approved Resolution No. 6592 and a Professional Services Agreement with Kimley-Horn and Associates, Inc. for Impact Fee Studies, as authorized by Chapter 395 of the Texas Local Government Code. The Capital Improvements Advisory Committee (CIAC) was created and the entire Planning & Zoning Commission plus David Baca as a representative from the extra territorial jurisdiction (ETJ) were appointed to serve on this committee. The CIAC is charged with reviewing land use assumptions and capital improvements programs as they relate to the 2020 Impact Fee Study.

The schedule for the Impact Fee Study process is shown below and illustrates that the City Council is being asked to schedule a public hearing for the August 17th meeting. The CIAC will meet and provide comments to the City Council prior to this public meeting.

- June 9: CIAC Kick-off LUA and Service Area
- **July 6: Set Public Hearing Date**
- July 21: CIAC LUA and CIP (coordinated with P&Z meeting)
- August 10: CIAC Comments Public Hearing LUA and CIP (8-17)
- **August 17: Council Public Hearing**
- August 18: CIAC Impact Fee (coordinated with P&Z meeting)
- September 14: CIAC Comments Public Hearing LUA and CIP (9-21)
- September 21: Council Public Hearing & Ordinance Adoption

Origination:

Assistant City Manager Clint Philpott, P.E.

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is the staff's recommendation that the City Council schedule the public hearing on the 2020 Impact Fee Land Use Assumptions and Capital Improvement Programs for the August 17th City Council Meeting.

Alternatives:

No alternatives are recommended.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 2.

Meeting Date: 07/06/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Scheduling a Joint Meeting of the City Council and the Sherman Economic Development Corporation Board of Directors for 12:00 p.m. on Friday, September 11, 2020, to Review and Approve SEDCO's Annual Budget and Work Plan

Issue:

To consider scheduling a joint meeting of the City Council and the Sherman Economic Development Corporation (SEDCO) Board of Directors for 12:00 p.m. on Friday, September 11, 2020, to review and approve SEDCO's annual budget and work plan

Background:

The SEDCO Bylaws require an annual meeting of their Board of Directors with the City Council. Topics for consideration are (1) SEDCO's annual budget and (2) SEDCO's work plan for the upcoming 2020-2021 fiscal year.

Origination:

SEDCO Board Chairman Janie Bates
SEDCO Board President Kent Sharp
City Manager Robby Hefton

Financial Consideration:

Annual budget for SEDCO after review and consideration by the City Council

Staff Recommendation:

It is recommended that the City Council schedule a joint meeting with the SEDCO Board of Directors for 12:00 p.m. on Friday, September 11th in the City Council Chambers.

Alternatives:

An alternate date, if needed, is Thursday, September 10th.

Attachments

SEDCO's Joint Meeting Request dated June 25, 2020



SHERMAN
ECONOMIC DEVELOPMENT CORPORATION

June 25, 2020

Mr. David Plyler
Mayor, City of Sherman
220 W. Mulberry St.
Sherman, Texas 75090

Mayor Plyler:

The Bylaws of the Sherman Economic Development Corporation (SEDCO) require the organization to present an annual program of work and budget to the Sherman City Council.

SEDCO requests a joint meeting of the SEDCO Board of Directors and Sherman City Council to be held at 12:00 p.m. on either Thursday, September 10th or Friday, September 11th in the Council Chambers at City Hall.

At the meeting, SEDCO will present the results of the 2019-2020 Program of Work, the proposed 2020-2021 Program of Work, and the proposed budget for 2020-2021.

Thank you for your consideration of this request.

Best Regards,

Kent Sharp
SEDCO President



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

E. 3.

Meeting Date: 07/06/2020

Prepared By: Rob Rae, Director of Development Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Replat Approval of Hall & Jones Addition, Block 1, Lot 13R, being part of Lot 13, Block 1, Hall & Jones Addition and an unplatted tract in the J.B. McAnair Survey, Abstract No. 763, containing 0.194 acres; Lazy L Enterprises, Owner; Preston Trail Land Surveying., Surveyor (521 East Carter Street)

Issue:

To consider Replat approval of Hall & Jones Addition, Block 1, Lot 13R, being part of Lot 13, Block 1, Hall & Jones Addition and an unplatted tract in the J.B. McAnair Survey, Abstract No. 763, containing 0.194 acres; Lazy L Enterprises, Owner; Preston Trail Land Surveying, Surveyor (521 East Carter Street)

Background:

The property is located at 521 East Carter Street between East and Broughton Streets. The property is zoned an R-1 (One Family Residential) District and is located in the College Park Overlay District. The owner was granted a variance to allow a 52.84' lot width to replat the property into one lot for residential development at the June 16, 2020, Planning and Zoning Commission Meeting.

Origination:

Lazy L Enterprises (Owner)
Preston Trail Land Surveying (Surveyor)

Financial Consideration:

None

Staff Recommendation:

At the June 16, 2020 regular meeting, the Planning and Zoning Board voted unanimously to recommend to the City Council that the Replat be approved subject to the Staff Review Letter.

Alternatives:

None

Attachments

Aerial Location Map

Zoning Map

Zoning Sign Photo

Replat Hall & Jones Addition, Blk 1 Lot 13R

Staff Review Letter

P&Z Communication



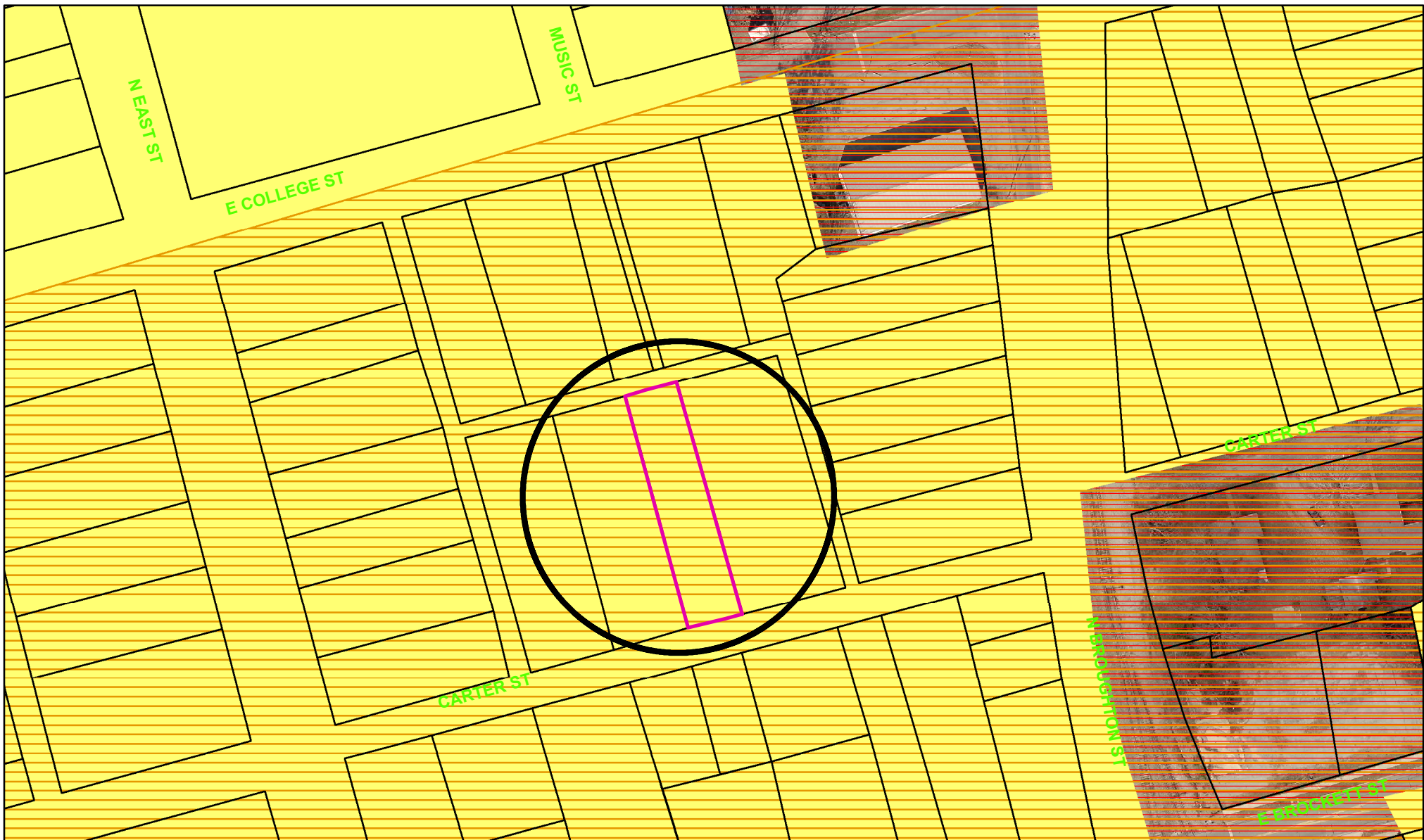
521 East Carter Street

City of Sherman, Texas
Developmental Services Department



NOT TO SCALE

1 in = 200 ft



Zoning - 521 East Carter Street

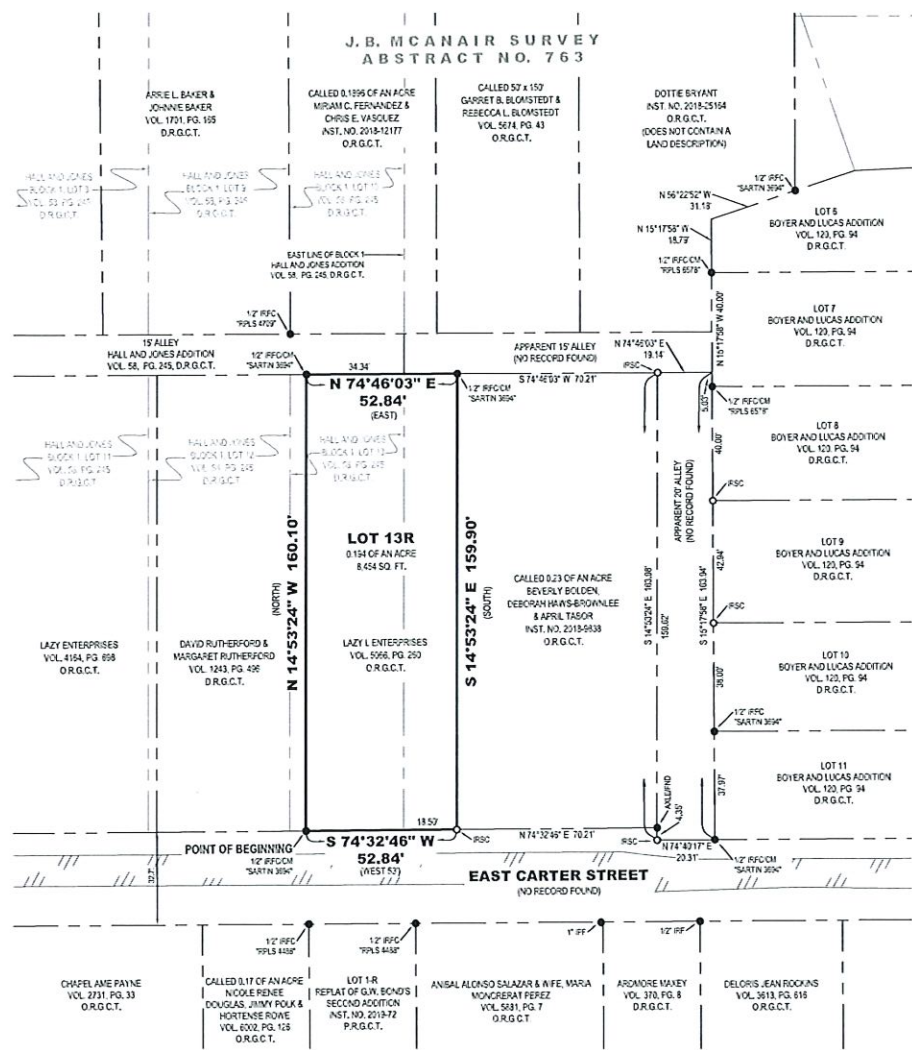


NOT TO SCALE

1 in = 97 ft

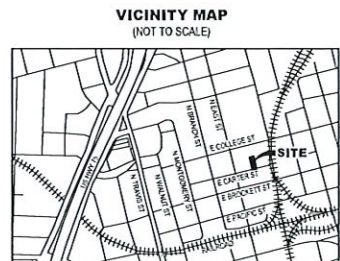
521 East Carter Street





FLOOD STATEMENT:
I have examined the F.E.M.A. Flood Insurance Rate Map for the City of Sherman, Grayson County, Texas, Community Number 455509, effective date 09/29/2010 and that map indicates that this property is within "Non-shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood" as shown on Panel 0299 F of said map. This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage, on rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND	
● FOUND MONUMENT	OR.G.C.T. OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
○ SET MONUMENT	OR.G.C.T. OFFICIAL RECORDS, GRAYSON COUNTY, TEXAS
RSC 1/2" IRON ROD IN PRESTON TRAIL LAND SURVEYING, FOR 5.655' CAP SET	P.R.G.C.T. PLAT RECORDS, GRAYSON COUNTY, TEXAS
IFPC IRON ROD FOUND IN PLASTIC CAP	CM CONTROLLING MONUMENT
PVF P.K. NAIL FOUND	PN FOUND
IPF IRON ROD FOUND	VOL. PG. VOLUME, PAGE
IPF IRON PIPE FOUND	INST. NO. INSTRUMENT NO.
OR.G.C.T. DEED RECORDS, GRAYSON COUNTY, TEXAS	BOUNDARY LINE
	ADJACENT LINE
	ASPHALT

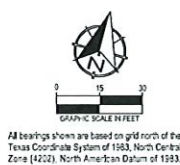


OWNER/DEVELOPER:
Lazy L. Enterprises
4 Timber Creek
Sherman, TX 75092
Contact: Bill Magers

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-768-6029



**REPLAT OF HALL AND JONES
BLOCK 1, LOT 13R
0.194 OF AN ACRE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas**



STATE OF TEXAS §
COUNTY OF GRAYSON §

OWNER'S CERTIFICATE

WHEREAS LAZY L. ENTERPRISES is the owner of all of that certain tract or parcel of land situated in the J.B. McAnair Survey, Abstract No. 763, City of Sherman, Grayson County, Texas, and being part of Lot 13 in Block 1 of Hall and Jones, according to the plat thereof recorded in Volume 58, Page 245, Deed Records of Grayson County, Texas, and being a re-tracement survey of a tract of land described in the deed to Lazy L. Enterprises, recorded in Volume 5066, Page 260, Official Records of Grayson County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the southwest corner of said Lazy L. Enterprises Tract, common to the southeast corner of a tract of land described in the deed to David Rutherford and Margaret Rutherford, recorded in Volume 1243, Page 496, said Deed Records, and on the southerly line of said Lot 13, and on the northerly line of East Carter Street (no record found);

THENCE North 14°53'24" West, with the westerly line of said Lazy L. Enterprises Tract, and with the easterly line of said Rutherford Tract, and crossing said Lot 13, a distance of 160.10 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northwest corner of said Lazy L. Enterprises Tract, common to the northeast corner of said Rutherford Tract, and on the northerly line of said Lot 13, and on the southerly line of a 15-foot alley in aforesaid Block 1;

THENCE North 74°46'03" East, with the northerly line of said Lazy L. Enterprises Tract, and with the northerly line of said Lot 13, and with the southerly line of said 15-foot alley part of the way, passing on route at a distance of 34.34 feet the northeast corner of said Lot 13, and continuing on said course, and with the southerly line of an apparent 15-foot alley (no record found), a total distance of 52.84 feet to a 1/2-inch iron rod with a plastic cap stamped "SARTIN 3694" found for the northeast corner of said Lazy L. Enterprises Tract, common to the northwest corner of a called 0.23 of an acre tract of land described in the deed to Beverly Bolden, Deborah Haws-Brownlee and April Tabor, recorded in Instrument No. 2018-9838, said Official Records;

THENCE South 14°53'24" East, with the easterly line of said Lazy L. Enterprises Tract, and with the westerly line of said 0.23 acre tract, a distance of 159.99 feet to a 1/2-inch iron rod with a plastic cap stamped "PRESTON TRAIL LAND SURVEYING RPLS 6585" set for the southeast corner of said Lazy L. Enterprises Tract, common to the southwest corner of said 0.23 acre tract, and on the northerly line of aforesaid East Carter Street;

THENCE South 74°32'46" West, with the southerly line of said Lazy L. Enterprises Tract, and with the northerly line of said East Carter Street, passing on route at a distance of 18.50 feet the southeast corner of aforesaid Lot 13, and continuing on said course, and with the southerly line of said Lot 13, a total distance of 52.84 feet to the POINT OF BEGINNING and enclosing 0.194 of an acre (8,454 square feet) of land, more or less.

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS

That LAZY L. ENTERPRISES, does hereby adopt this plat designating the hereinbefore described property as REPLAT OF HALL AND JONES, BLOCK 1, LOT 13R, an Addition to the City of Sherman, Grayson County, Texas, and does hereby dedicate to the public use forever all streets, rights-of-way, alleys and easements shown thereon. The City or any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths in which any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of these easements, and the City or any public utility shall at all times have the right of ingress and egress to and from and upon the said easement for the purpose of constructing, reconstructing, inspecting, and patrolling, without the necessity at any time of procuring the permission of anyone. This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the City of Sherman, Texas.

BY: LAZY L. ENTERPRISES

By: _____
Bill Magers, Representative

STATE OF TEXAS §
COUNTY OF GRAYSON §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Bill Magers, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein.

WITNESS MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20____.

Notary Public in and for the State of Texas

CITY COUNCIL CERTIFICATE OF ACCEPTANCE

Accepted by the City Council of the City of Sherman, Texas:

Mayor, City of Sherman, Texas _____ Date _____

The undersigned, the City Clerk of the City of Sherman, hereby certifies that the foregoing plat of REPLAT OF HALL AND JONES, BLOCK 1, LOT 13R to the City of Sherman was submitted to the City Council on the _____ day of _____, 20____, and the City Council by formal action then and there accepted the dedication of streets, alleys, easements and public places as shown and set forth in and upon said map or plat and said City Council further authorized the Mayor to note the acceptance thereof by signing his name as hereinabove subscribed.

Witness my hand this _____ day of _____, A.D. 20____.

Clerk, City of Sherman, Texas

PLANNING AND ZONING COMMISSION CERTIFICATE OF ACCEPTANCE

Accepted this _____ day of _____, 20____, by the City
Planning and Zoning Commission of the City of Sherman, Texas.

Chairman _____ Secretary _____

SURVEYORS CERTIFICATE

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground and that all monuments shown hereon actually exist and that their location, size, and material are correctly shown.

Chris R. Noah
Registered Professional Land Surveyor No. 6585

Date _____



**REPLAT OF HALL AND JONES
BLOCK 1, LOT 13R
0.194 OF AN ACRE
J.B. MCANAIR SURVEY, ABSTRACT NO. 763
City of Sherman, Grayson County, Texas**



OWNER/DEVELOPER:
Lazy L. Enterprises
4 Timber Creek
Sherman, TX 75092
Contact: Bill Magers

SURVEYOR:
Chris Noah, RPLS 6585
Preston Trail Land Surveying LLC
83493 N State Highway 289
Suite No. 5
Pottsboro, TX 75076
Ph: 903-768-6029





STAFF REVIEW LETTER

June 8, 2020

Lazy L. Enterprises
4 Timber Creek
Sherman, TX 75092

Preston Trail Land Surveying
83493 N. State Highway 289, Ste. 5
Pottsboro, TX 75076

Dear Applicants,

The request for approval of the Replat of Hall and Jones, Block 1, Lot 13R has been scheduled to be heard by the Planning and Zoning Board on the day of Tuesday, June 16, 2020 at 5:00 p.m., in the City Council Chambers, City Hall at 220 W. Mulberry.

City staff has reviewed your request with regards to engineering and development guidelines and finds the following items need to be addressed:

1. Letters from various utility providers are required verifying availability of service and when service will be available.
2. Original tax certificates with \$0.00 balance shall be furnished for the purpose of recording the plat.
3. Drive approaches and sidewalks must conform to City of Sherman standards and a permit is required from City of Sherman Engineering Department.
4. The width of the right-of-way and pavement for streets shall be shown on the plat.
5. Remove the direction (East) from Carter Street.
6. The City of Sherman does not maintain alleys.
7. Alley along north property line of subject property shows both plat reference and no reference. Please clarify and correct as needed.
8. Minimum lot width at street frontage is 60.' Variance required prior to filing of plat.
9. Any other changes made to the plat prior to the final fulfillment of the conditions of the staff review, must be considered minor by staff, as to not require resubmission to the Planning & Zoning Commission.
10. 1 Mylar and 3 paper copies must be submitted in 24"x36" size for recording. Both mylar and paper copies must be split, but not cut, to be 2-24"x18" pages per Grayson County requirements. 1 page must have the legal description (preferably in portrait layout) and the other page must have the image. Both mylar and paper copies must look the same. Both split pages must include the Subdivision Name block and page numbers. Submit digital image to the Engineering department for approval prior to printing mylars and paper copy. CAD file must be submitted digitally at time of final approval.

The Board will not consider a request unless it has representation. You are hereby notified to be present, either in person or by a legally authorized representative to present your case on the date and time stated above.

If additional information or clarification is needed, do not hesitate to contact Wayne Lee, at 903-892-7327 prior to the meeting.

Respectfully,

A handwritten signature in black ink, appearing to read "Wayne E. Lee". The signature is fluid and cursive, with the first name "Wayne" being more prominent than the last name "Lee".

Wayne E. Lee, P.E., CFM,
Director of Engineering

cc: Robby Hefton, City Manager
Rob Rae, Incoming Director of Development Services
Tom Pruitt, Utility Engineer
Clint Philpott, Assistant City Manager

Scott Shadden, Director of Development Services
Brandon Shelby, City Attorney
Billy Hartsfield, Fire Marshal



Planning & Zoning Commission and Board of Adjustments

Agenda Item No. 12.

Meeting Date: 06/16/2020

Prepared by: Patsy Reeves, Developmental Services Coordinator
Scott Shadden, Director of Development Services

Clay Mahone, Chairman

Eric Elliott, Vice Chairman

Shawn Davis, Commissioner

David Downtain, Commissioner

Trish Wood, Commissioner

Leigh Ann Sims, Commissioner

Paul Manley, Commissioner

Requested Action/Proposed Use:

521 EAST CARTER STREET

The request of Lazy L Enterprises (Owner), Preston Trail Land Surveying (Surveyor) and David Baca Studio (Architect) concerning the property at 521 East Carter Street, being part of Lot 13, Block 1, Hall & Jones Addition and an unplatted tract in the J.B. McAnair Survey, Abstract No. 763, containing 0.194 acres, as follows:

Board of Adjustments

- Variance under Ordinance No. 2280, Section 6.2, Subsection (1) to allow a 52.84' lot width in lieu of the required sixty (60) foot in an R-1 (One Family Residential) District/College Park Overlay District.
- Variance approval under Ordinance No. 2280, Section 6.8.3, Subsection (4)(c) to allow a residential dwelling with 1,097 square foot living area in lieu of the required 1,200 square foot in an R-1 (One Family Residential) District/College Park Overlay District

Planning and Zoning Commission

Replat approval of Hall & Jones Addition, Block 1, Lot 13R.

Background:

The property is located at 521 East Carter Street between East and Broughton Streets. The property is zoned an R-1 (One Family Residential) District and located in the College Park Overlay District. The owner is requesting a variance to allow a 52.84' lot width to Replat the property into one lot for residential development. They are also requesting a variance to allow a residential dwelling with 1,097 square foot living area in lieu of the required 1,200 square foot in the College Park Overlay District.

Adjacent Zoning:

R-1 (One Family Residential) District

Origination:

Lazy L Enterprises (Owner)
Preston Trail Land Surveying (Surveyor)

Master Plan Designation:

Auto-Urban Single Family Residential – This character type is the single-family residential category with the greatest density and the shortest building setbacks. Most driveways will face the street as well as the garage. Sidewalks are available for pedestrians. Less lot area is devoted to open space and greenery.

Number of notices mailed:

Replat - 46
Variances - 24

Objections Received:

0

Attachments

Location Map
Zoning Map
Zoning Sign Photo
Replat Hall & Jones Addition Blk 1 Lot 13R
Site Plan
Building Elevations
Staff Review Letter



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 07/06/2020

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2020 Council Calendar

2020

JANUARY						
S	M	T	W	T	F	S
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FEBRUARY						
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NOVEMBER						
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DECEMBER						
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1/20/2020	Martin Luther King, Jr. Day/Called City Council Meeting on 1/21/2020
2/12/2020	Called Council Meeting - Training Session for Council Members
3/30/2020	Called Council Meeting - Intro and PH of Ordinance No. 6288, Extending Declaration of Public Health Disaster Indefinitely and Other Matters related to COVID-19
4/6/2020	City Council Meeting - Cancelled
6/25/2020	Called Budget Workshop in the Municipal Ballroom - Rescheduled
6/26/2020	Called Budget Workshop in the Municipal Ballroom - Rescheduled
9/7/2020	Labor Day/Called City Council Meeting on 9/8/2020

[illegible]