

**CITY OF SHERMAN
CITY COUNCIL REGULAR MEETING AGENDA
COUNCIL CHAMBERS OF THE CITY HALL
220 WEST MULBERRY STREET
SHERMAN, TEXAS
MONDAY, DECEMBER 5, 2016
5:00 P.M.**

- A. 1. CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN**
- A. 2. PLEDGE OF ALLEGIANCE LED BY DEPUTY MAYOR JASON SOFEY**
- A. 3. INVOCATION BY DEPUTY MAYOR JASON SOFEY**
- A. 4. APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 21, 2016**

Deputy Mayor Election

- B. 1. COUNCIL ELECTION OF DEPUTY MAYOR**

Public Hearing

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5994**
Amending Chapter 4 of the Code of Ordinances, entitled "Business Regulations", Article 4.14, entitled "Alcoholic Beverages", Division 2, entitled "Lawful Consumption", at Sections 4.14.031, 4.14.032, 4.14.033 and 4.14.035
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5995**
Readopting Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, entitled "Curfew Hours for Minors", with No Modifications

Close Public Hearing and Consider Adoption of Ordinances

- C. 3. ADOPTION OF ORDINANCES**
Consider Adoption of Ordinance Numbers: 5994 and 5995
- C. 4. 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. 6164

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for the Design of the North Travis Street Water Line Replacement and the U.S. Highway 75 Water Crossing Replacement Projects

D. 2. RESOLUTION NO. 6165

Abandoning a 0.2163 Acre Temporary Roadway Easement located in the Elizabeth Jones Survey, Abstract No. 625, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, which Temporary Roadway Easement is recorded in Volume 2660, Page 656 of the Official Public Records of Grayson County, Texas

Requests to Advertise

E. 1. * REQUEST TO ADVERTISE

Filtration Supply of Granular Activated Carbon

Change Orders

F. 1. * CHANGE ORDER NO. 1

Approving Greater Texoma Utility Authority's Intent to Execute Change Order No. 1; Sherman Southwest Elevated 1.5 Million Gallon Tank; Landmark Constructors 1, L.P.; \$36,715.00 Decrease

Other Business

G. 1. OTHER BUSINESS

Consider the Application of Joel Blagg and Heather Creek to Enroll their Business, Izzy's Pet Emporium, LLC, into the Sherman Downtown Occupancy Incentive Grant Program

G. 2. OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Greg Kirkpatrick and SEDCO President John Plotnik

G. 3. OTHER BUSINESS

Receive Presentation from Community and Support Services Director Steve Ayers and Animal Services Manager Scott Parker on Animal Shelter Facility Renovations and Adoption Trailer Improvements

G. 4. OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for Tuesday, January 3, 2017, due to Conflict with a Federal Holiday

G. 5. * OTHER BUSINESS

Consider Request of the Neighborhood Recreational Committee to Temporarily Close Certain Streets for the 2017 Dr. Martin Luther King, Jr. Day Parade on Saturday, January 14, 2017

H. CITIZEN REQUESTS

I. MEDIA QUESTIONS

J. COUNCIL COMMENTS

Executive Session

K. 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 551.074 | Personnel Matters: <ul style="list-style-type: none">(a) Consider the Qualifications, Appointment and Removal of Members to Boards and Commissions:<ul style="list-style-type: none">(1) Sherman Economic Development Corporation
Ex-Officio Board Member (1)(2) Greater Texoma Utility Authority Board of Directors (1) |
| Section 551.087 | Deliberation Regarding Economic Development Negotiations: <ul style="list-style-type: none">(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

L. 1. OPEN MEETING

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

M. 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 December 1, 2016 at 4:00 p.m., and said time of posting was 72 hours before said meeting was convened or called to order.

Dated this 1st day of December, 2016
City of Sherman, Texas

City Clerk

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

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

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

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

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

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

Mayor

David Plyler

Deputy Mayor

Jason Sofey

Council Members

Kevin Couch, Council-At-Large, PL #1

Jason Sofey, Council-At-Large, PL #2

Shawn C. Teamann, Council – District #1

Terrence R. Steele, Council – District #2

Pamela L. Howeth, Council – District #3

Charles H. Brown, Sr., Council – District #4



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. A. 4.

Meeting Date: 12/05/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

APPROVE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF NOVEMBER 21, 2016

Attachments

November 21, 2016

Canvass - Total Votes

Canvass - By Precinct

Summary Report - Group Detail

Precinct Report - Group Detail

Investment Policy

STATE OF TEXAS §
COUNTY OF GRAYSON §

BE IT REMEMBERED THAT A Regular Meeting of the City Council of the City of Sherman, Grayson County, Texas was begun and held in the Council Chambers of City Hall on November 21, 2016.

MEMBERS PRESENT: MAYOR DAVID PLYLER; DEPUTY MAYOR JASON SOFEY. COUNCIL MEMBERS COUCH, DAVIS, HOWETH, JOHNSON, STEELE.

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 Lawrence Davis.

APPROVE MINUTES

The Council reviewed the Minutes of the Regular City Council Meeting of November 7, 2016. Council Member Steele moved to approve the Minutes as presented; Second by Council Member Howeth. All present voted AYE. MOTION CARRIED.

SPECIAL RECOGNITION

**COUNCIL MEMBER TAMMY JOHNSON'S PRESENTATION
OF AN AWARD TO THE POLICE ASSOCIATION AND FIRE
ASSOCIATION**

Council Member Johnson said she heard this afternoon that the Police Department has received a majority of their body armor. She asked Police Chief Otis Henry to explain.

Chief Henry said several months ago, the Council was instrumental in allowing the City to purchase tactical armor for the officers. He demonstrated the new body armor saying it was a “safety measure for the officers.”

The armor contains two, seven-pound plates and would be used by the officers if they go to a “hot call” or “shots fired.” The armor is contained in a “go bag” that could be grabbed by the officer in an emergency situation. It is not designed to be worn all the time. He added that helmets are also on order.

Chief Henry thanked Council Member Johnson and the entire City Council for their support in obtaining the armor.

Council Member Johnson said an initiative was started in June to offer yard signs in support of the Sherman Police and First Responders. Money was collected through donations for the signs and will be given to the Police and Fire Associations.

She thanked the donors for making the initiative possible and for purchasing the signs. These include Wilson N. Jones Regional Medical Center, Plyler Construction, Douglass Distributing, Tom and Melida Ailshire, and Nautilus Family Fitness.

She also thanked CBC Creative and Nancy Sims at Texoma Neon for creation of the signs. Council Member Johnson thanked the Sherman Chamber of Commerce, Courthouse Market, and Texoma Neon for making the signs available and for taking donations, and Nate Strauch, Communications Manager for delivery of the signs.

Most importantly she thanked the citizens of Sherman for their generosity and their support. She said the initiative was never about money, but it was about citizens supporting the Police Department and the First Responders.

Council Member Johnson presented Hunter Nichols, from the Sherman Fire Association, and Sergeant Kevin Garbacik, from the Sherman Police Association, with checks in the amount of \$2,675 each for their organizations.

DECLARE RESULTS OF NOVEMBER 8, 2016 REGULAR AND SPECIAL MUNICIPAL ELECTIONS

CANVASS OF ELECTION RETURNS

Mayor Plyler asked Linda Ashby, City Clerk, to canvass the Election returns of the November 8, 2016 Regular and Special Municipal Elections by reading the number of early votes, Election Day votes, and total votes received for each candidate and for the Local Option Election.

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

Mayor Plyler asked for a motion accepting Resolution 6161, declaring the official results of the November 8, 2016 Regular and Special Municipal Elections.

RESOLUTION NO. 6161 – DECLARING THE RESULTS OF THE NOVEMBER 8, 2016 REGULAR AND SPECIAL MUNICIPAL ELECTIONS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, DECLARING THE RESULTS OF THE NOVEMBER 8, 2016 REGULAR AND SPECIAL MUNICIPAL ELECTIONS HELD IN THE CITY OF SHERMAN, GRAYSON COUNTY, TEXAS.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6161, as presented. Second by Council Member Steele.

**CANVASS OF
ELECTION RETURNS**

**RES 6161
DECLARING
ELECTION RESULTS**

COUNCIL MINUTES – NOVEMBER 21, 2016

VOTING AYE: Couch, Davis, Howeth, Johnson, Sofey, Steele.

VOTING NAY: None.

MOTION CARRIED.

RECOGNITION OF OUTGOING COUNCIL MEMBERS

Mayor Plyler recognized Council Member Tammy Johnson and Council Member Lawrence Davis for their service to the City and presented them with plaques and crystals listing their dates of service.

He said Council Member Johnson has been a tireless advocate for police and fire, and has had a lot of new initiatives as a Council Member, and a lot of energy. Council Member Johnson thanked the Mayor and City Council, saying it has been an honor serving.

Mayor Plyler said he has known Council Member Davis for a number of years and has served with him on the Planning and Zoning Commission and on City Council. He thanked Council Member Davis for his service, saying he has always put the citizens first and has offered a fiscally conservative outlook and “looked out for Sherman’s small businesses.”

OATH OF OFFICE

OATH OF OFFICE AND PRESENTATION OF CERTIFICATE OF ELECTION

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

Council Member, District 3 Pamela Howeth
Council Member, District 4 Charles H. Brown, Sr.

Britton Brooks, Assistant Grayson County District Attorney, administered the Oath of Office to the following Council-elect position.

Council Member, District 1 Shawn Teamann

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

NEW COUNCIL SEATED

MEMBERS PRESENT: Mayor David Plyler.

Council Members Brown, Couch,
Howeth, Sofey, Steele, Teamann.

MEMBERS ABSENT: None.

CONSENT AGENDA

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

**RECOGNITION OF
OUTGOING
COUNCIL MEMBERS**

OATH OF OFFICE

CONSENT AGENDA

RESOLUTIONS

RESOLUTION NO. 6162 – AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR PRELIMINARY ENGINEERING AND RIGHT-OF-WAY/EASEMENT DOCUMENTS FOR THE SCHEMATIC DESIGN LAYOUT AND ENVIRONMENTAL STUDIES TO DEVELOP THE FRIENDSHIP ROAD FROM S.H. 56 TO U.S. HIGHWAY 82 EXTENSION PROJECT

**RES 6162
FRIENDSHIP ROAD
EXTENSION**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH HUITT-ZOLLARS, INC. FOR PRELIMINARY ENGINEERING AND RIGHT-OF-WAY/EASEMENT DOCUMENTS FOR THE SCHEMATIC DESIGN LAYOUT AND ENVIRONMENTAL STUDIES TO DEVELOP THE FRIENDSHIP ROAD FROM S.H. 56 TO U.S. HIGHWAY 82 EXTENSION PROJECT.

Clay Barnett, Director of Public Works and Engineering, said this was for the preliminary design of Friendship Road, between SH 56 and US Hwy 82. He said the project will be very challenging and will cross the Site 8A Dam.

He introduced John Ho, Engineer with Huitt-Zollars, Inc., who was available to answer any questions.

ACTION TAKEN.

Motion by Council Member Steele to adopt Resolution No. 6162, as presented. Second by Council Member Couch.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RESOLUTION NO. 6163 – ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION COMPANY, LLC AS COMPLETE FOR CONSTRUCTION OF THE SOUTH SHERMAN RELIEF SEWER PROJECT

**RES 6163
SOUTH SHERMAN
RELIEF SEWER**

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION COMPANY, LLC AS COMPLETE FOR CONSTRUCTION OF THE SOUTH SHERMAN RELIEF SEWER PROJECT.

Mark Gibson, Director of Utilities, said this is the last of the three major sewer projects in the Capital Improvement Program. The City has also reconstructed the Eastside Outfall, and this project runs from the Eastside Outfall to the Wastewater Treatment Plant. The other project is the Sand Creek Sewer in Northwest Sherman.

The project replaced an inferior system and increased the pipe size for future capacity, and came in on budget. The project is complete and in place.

ACTION TAKEN.

Motion by Council Member Couch to adopt Resolution No. 6163, as presented. Second by Council Member Howeth.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

OTHER BUSINESS

CONSIDER THE APPLICATION OF LESLIE ARCHER TO ENROLL HER BUSINESS, LESLIE JEAN'S UNIQUE HOME FURNISHINGS, INTO THE SHERMAN DOWNTOWN OCCUPANCY INCENTIVE GRANT PROGRAM

Don Keene, Assistant City Manager, said in October, the City Council approved an updated Downtown Sherman incentive program. Part of that program is an Occupancy Incentive Grant Program to allow an approved business to recoup a portion of their rent or mortgage on their Downtown business.

DOWNTOWN
OCCUPANCY
INCENTIVE GRANT
PROGRAM
(LESLIE JEAN'S
UNIQUE HOME
FURNISHINGS)

He explained that Leslie Archer is the first applicant for this program for her business, Leslie Jean's Unique Home Furnishings, which will be located at 107 South Travis. Ms. Archer has submitted her application, paid the fee, and met all the eligibility requirements.

Ms. Archer said it is an honor to be part of the Downtown businesses. Council Member Couch thanked her for opening her business in the Downtown area and being the first to apply for this Downtown incentive.

ACTION TAKEN.

Motion by Council Member Couch to approve the application of Leslie Archer to enroll Leslie Jean's Unique Home Furnishings into the Sherman Downtown Occupancy Incentive Grant Program, as presented. Second by Council Member Steele.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

RECEIVE PRESENTATION FROM FINANCE DIRECTOR MARY LAWRENCE ON THE CITY OF SHERMAN'S INVESTMENT POLICY AND LONG-TERM DEBT POLICY

Mary Lawrence, Director of Finance, presented the City's Investment Policy and Long-Term Debt Policy. She said the City is required by law, through the Public Funds Investment Act, to have an Investment Policy. The law also states that the City Council retains ultimate responsibility for the investment practices.

INVESTMENT POLICY
& LONG-TERM
DEBT POLICY

She said the policy is written and formally adopted annually, and Quarterly Investment Reports are made to the City Council, after review by the Investment Committee.

The primary objective of the Investment Policy is the safety of the City's principal. She added that when the market was very volatile in 2008 and 2009, the City did not lose any principal or any income and the City's portfolio was stable.

The City employs a "buy and hold" strategy, holding the investments until maturity, to protect against any "swings" in the market. The standard of care is the "prudent person" test which recognizes what a prudent person would do with investments in their own portfolio.

The City has two Investment Officers, named by position. They are Ms. Lawrence as Finance Director, and Tammy Davis as Controller. She also outlined the procedure used for purchasing a security and the safekeeping measures in place to protect the City.

Ms. Lawrence said the authorized investments that are listed in the City's Investment Policy are more restrictive than those listed in the Public Funds Investment Act, and include U.S. Government Bonds, fully-insured deposits, State of Texas obligations, and public funds investment pools.

Each type of security is limited in the portfolio for diversification and Ms. Lawrence discussed the limits and the actual percentage of the securities in the City's portfolio. In the past year, the market has been good for the State of Texas political subdivision, and the City currently holds a lot of those securities.

The City's deposits are secured at the bank with FDIC Insurance and Letters of Credit, and could be secured with a pledge of U.S. Securities as collateral.

Council Member Steele referred to the "buy and hold" strategy asking what the City would do if a security was below value. Ms. Lawrence said the security has a maturity date and on that maturity date, the City would receive the full face value. Therefore there is never a loss.

Ms. Lawrence presented the City's Long-Term Debt Policy, which was adopted in 2009. This policy is a signal to rating agencies, that the City is well-managed and more likely to repay the debt service on time. It also provides an internal operational guideline.

The City issues debt for capital projects and for long-term assets of at least five years, provided the life is longer than the term of the debt. The City also looks at other financing sources, such as reserves, pay-as-you-go, grants, Texas Department of Transportation matches, Sherman Economic Development Corporation, and user fees. Ms. Lawrence said Sherman currently has a low debt per capita, especially compared to other comparable cities.

In the past 10 years, she said the City has only issued two kinds of debt. One is a Certificate of Obligation, authorized by the City Council. A CO was issued in July 2016 for the Public Library remodel, Swan Ridge, Canyon Creek, Friendship Road, money to match the TxDOT funding for engineering on FM 1417, and other projects. The other form of debt is Tax Notes, and is being used for the Loy Lake Road project.

Ms. Lawrence said there are some restrictions and limitations on debt, including the community's ability to repay the debt service. She also outlined the organizations that are involved in the issuance and management of debt for the City.

Robby Hefton, City Manager, said Ms. Lawrence and her staff are very qualified in managing the City's assets as well as compliance issues with the internal policies, State, and Federal requirements. The review of these policies is indicative of the professionalism of the financial staff. He said they do a great job of managing the City's funds and investments and have not had a loss of funds, revenue, or principal on any of the City's investments.

APPROVAL OF THE 2016 AD VALOREM TAX ROLL VALUE AND TAX LEVY

The City Council approved the 2016 Ad Valorem Tax Roll Value and Tax Levy for fiscal year 2016-2017. The Grayson County Tax Assessor/Collector's Office has provided Sherman's taxable value as \$2,784,965,160, which equates to a levy of \$10,785,537.85, based on the City's total tax rate of \$.394300 per \$100 valuation.

CONSENT AGENDA.

CITIZENS REQUESTS

TEXAS HOMELESS COALITION

Sarah Pierce, 1102 S. Elm, recognized Council Member Couch and former Council Member Tammy Johnson, for making a presence on November 17, 2016, at the community conversation regarding the Homeless Coalition.

MEDIA QUESTIONS

There were no media questions.

APPOINT/REMOVE OR CONSIDER QUALIFICATIONS TO BOARDS AND COMMISSIONS

COUNCIL AUDIT COMMITTEE (3)

INVESTMENT COMMITTEE (2)

TAX REINVESTMENT COMMITTEE (2)

TAX INCREMENT FINANCING BOARD #1 (3)

TAX INCREMENT FINANCING BOARD #2 (3)

TAX INCREMENT FINANCING BOARD #3 (3)

Council Members discussed a list of proposed appointments to the various boards and commissions.

AD VALOREM TAX
ROLL VALUE &
TAX LEVY

TEXAS HOMELESS
COALITION

MEDIA QUESTIONS

APPOINTMENTS TO
VARIOUS COUNCIL
BOARDS

COUNCIL MINUTES – NOVEMBER 21, 2016

ACTION TAKEN.

Motion by Council Member Steele to appoint David Plyler, Kevin Couch, and Shawn Teamann to the Council Audit Committee; Jason Sofey and Pam Howeth to the Investment Committee; Terrence Steele and Charles Brown, Sr. to the Tax Reinvestment Committee; David Plyler, Jason Sofey, and Shawn Teamann to the Tax Increment Financing Board #1; David Plyler, Kevin Couch, and Charles Brown, Sr. to the Tax Increment Financing Board #2; and David Plyler, Terrence Steele, and Pam Howeth to the Tax Increment Financing Board #3; for terms from November 22, 2016 to November 2017.

Second by Council Member Couch.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

COUNCIL COMMENTS

INTRODUCTION OF FAMILY

Council Member Brown introduced his family members that were in attendance at the meeting to see him sworn in as a City Council Member.

He thanked the citizens for voting for him and former Council Member Tammy Johnson for “running a good, clean race.” He said he hoped to work with the City and with the people to do the best that he can do. He looked forward to working with the Mayor and the other City Council Members.

INTRODUCTION OF FAMILY

Council Member Howeth introduced her husband who was in attendance at the meeting to see her sworn in as a City Council Member.

She wished everyone a happy Thanksgiving and “safe travels.”

THANKS FOR SERVICE

Deputy Mayor Sofey thanked former Council Members Lawrence Davis and Tammy Johnson for their service on the City Council. He said he was also excited to work with incoming Council Members Charles Brown and Shawn Teamann.

He said Sherman is a “fantastic” City and there are a lot of exciting things going on and Sherman is in good financial shape. Deputy Mayor Sofey said he looked forward to serving the next couple of years.

THANKS FOR SERVICE

Council Member Steele said it has been great serving with former Council Members Lawrence Davis and Tammy Johnson. He said there were great things in store for them.

INTRODUCTION OF
FAMILY MEMBERS

INTRODUCTION OF
FAMILY MEMBERS

THANKS FOR
SERVICE

THANKS FOR
SERVICE

He recognized the many citizens in the audience and challenged all citizens to attend City Council Meetings to see how the City runs. He added that by attending meetings, the citizens can also offer input to Council Members.

Council Member Steele wished everyone a happy Thanksgiving.

DOWNTOWN INCENTIVE GRANT

Council Member Couch congratulated Ms. Archer on her application for the Downtown Incentive Grant. He said he was also excited about public/private partnerships. He said investing “real dollars” in the Downtown area impacts the City of Sherman in a “great way.”

DOWNTOWN
INCENTIVE GRANT

FINANCIAL INVESTMENT PRESENTATION

Council Member Couch thanked Ms. Lawrence for her presentation on the Investment Policy. He recognized good government and good stewardship through good policy in the City government. He commended all the City staff involved in the financial health of Sherman.

FINANCIAL
INVESTMENT
PRESENTATION

SERVICE ON CITY COUNCIL

Council Member Teamann said he was excited that he made it through the first meeting. He said he was humbled and honored to be serving with these great leaders of Sherman. He said it was “humbling” to be able to fill former Council Member Lawrence Davis’ chair. He said Mr. Davis has done a lot for Sherman over the past years and it is an honor for him to continue the great work he has done.

SERVICE ON
CITY COUNCIL

He introduced his family members that were in attendance at the meeting to see him sworn in as a City Council Member.

Council Member Teamann said he was excited about the direction that the City was moving and was excited to be a part of it. He thanked those that supported him and most importantly, he thanked God for giving him the opportunity to serve on the City Council.

ANNOUNCEMENTS

Mayor Plyler announced the following:

- The City offices will be closed for Thanksgiving on Thursday and Friday. He urged everyone to be mindful of the first responders that will be working during the holidays.
- There will be no trash collection on Thursday, Thanksgiving Day. Put trash out early for pickup on Wednesday. Friday routes will run as usual.
- Sherman Parks and Recreation will continue taking applications for Toys for Tots, through December 9, 2016. Citizens can apply at the Parks and Recreation Department, the Senior Citizens Center, or online.

ANNOUNCEMENTS

COUNCIL MINUTES – NOVEMBER 21, 2016

- The Annual Snowflake Festival and Christmas Parade will be held December 3, 2016.

GOOD LUCK TO CLAY BARNETT

Mayor Plyler recognized Mr. Barnett, who is attending his last City Council Meeting as a City employee.

**GOOD LUCK TO
CLAY BARNETT**

He said Mr. Barnett has really “made a mark” on the City during his time in Sherman. He has had a part in dozens of engineering projects, both big and small, over the last few years. He was also instrumental in the Loy Lake Bridge Expansion Project.

Mayor Plyler thanked Mr. Barnett for his leadership and for all he has done for the City and wished him well at Grayson County.

Mr. Barnett said he appreciated the kind words and has been very humbled to work for the City of Sherman for the past five years, and looked forward to continuing the relationship at Grayson County.

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 551.074

**PERSONNEL MATTERS:
CONSIDER THE
QUALIFICATIONS,
APPOINTMENT, AND REMOVAL
OF MEMBERS TO BOARDS AND
COMMISSIONS:
TEXOMA COUNCIL OF
GOVERNMENTS (TCOG)
GOVERNING BODY (1)**

SECTION 551.087

**DELIBERATE 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**

Mayor Plyler said there was no need to hold an Executive Session.

TEXOMA COUNCIL OF GOVERNMENTS (TCOG)
GOVERNING BODY (1)

TCOG GOVERNING
BODY

ACTION TAKEN.

Motion by Deputy Mayor Sofey to appoint Kevin Couch to the Texoma Council of Governments Governing Body for a term from November 22, 2016 to November 2017.

Second by Council Member Steele.

VOTING AYE: Brown, Couch, Howeth, Sofey, Steele, Teamann.

VOTING NAY: None.

MOTION CARRIED.

ADJOURNMENT

ADJOURNMENT

On Motion duly made and carried, the meeting adjourned at 5:46 p.m.

MAYOR

CITY CLERK

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 8, 2016 Registered Voters 22,350 City Ballots Cast 12,708 Percentage Voted 57 %

PRECINCTS	101	102	103	104	106	108	301	302	303	304	305	405	408	409	TOTAL
Early Ballots Cast	1,340	807	0	0	0	0	761	2,464	203	1,401	8	211	25	2,172	9,392
Reg. Ballots Cast	590	478	0	0	0	0	283	793	44	385	1	85	10	647	3,316
Total Ballots Cast	1,930	1,285	0	0	0	0	1,044	3,257	247 *	1,786	9 *	296	35 *	2,819	12,708
Registered Voters	4,016	2,739	0	0	0	0	1,890	5,547	319	3,010	0	543	17	4,269	22,350
% of registered voters casting ballots by precinct	48 %	47 %	0 %	0 %	0 %	0 %	55 %	59 %	77 %	59 %		55%		66 %	57 %

Voter Statistics

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 1			
Lawrence Davis	2,694	825	3,519
Shawn Teamann	3,498	1,329	4,827
Joshua Shelton	850	328	1,178
Council Member, District 3			
Pamela Howeth	5,883	2,121	8,004
Council Member, District 4			
Charles H. Brown, Sr.	3,873	1,370	5,243
Tammy Johnson	3,083	1,070	4,153

RACES	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Proposition 1 – The legal sale of all alcoholic beverages including mixed beverages.			
For	5,853	2,264	8,117
Against	2,436	711	3,147

Prepared by Linda Ashby, City Clerk, Sherman, Texas

* Voting precincts 303, 305 and 408 are split precincts, and include voters that live within the City of Sherman and outside the City of Sherman. Votes that were counted were from voters that were determined to be qualified to vote in the City of Sherman Election after the original deadline, and were not included when the list of registered voters was originally issued.

CITY OF SHERMAN, TEXAS

Regular Municipal Election November 8, 2016 Registered Voters 22,350 City Ballots Cast 12,708 Percentage Voted 57 %

PRECINCTS	101	102	103	104	106	108	301	302	303	304	305	405	408	409	TOTAL
Early Ballots Cast	1,340	807	0	0	0	0	761	2,464	203	1,401	8	211	25	2,172	9,392
Reg. Ballots Cast	590	478	0	0	0	0	283	793	44	385	1	85	10	647	3,316
Total Ballots Cast	1,930	1,285	0	0	0	0	1,044	3,257	247 *	1,786	9 *	296	35 *	2,819	12,708
Registered Voters	4,016	2,739	0	0	0	0	1,890	5,547	319	3,010	0	543	17	4,269	22,350
% of registered voters casting ballots by precinct	48 %	47 %	0 %	0 %	0 %	0 %	55 %	59 %	77 %	59 %		55%		66 %	57 %

Voter Statistics by Precincts

PRECINCTS	101	102	103	104	106	108	301	302	303	304	305	405	408	409	EARLY VOTE TOTALS	ELECTION DAY TOTALS	GRAND TOTAL
Council Member, District 1																	
Lawrence Davis	486	298	0	0	0	0	238	837	94	639	2	75	8	842	2,694	825	3,519
Shawn Teamann	677	344	0	0	0	0	382	1,340	91	660	3	95	11	1,224	3,498	1,329	4,827
Joshua Shelton	250	184	0	0	0	0	95	301	6	124	0	33	3	182	850	328	1,178
Council Member, District 3																	
Pamela Howeth	1,181	674	0	0	0	0	606	2,128	156	1,173	5	179	19	1,883	5,883	2,121	8,004
Council Member, District 4																	
Charles H. Brown, Sr.	837	560	0	0	0	0	402	1,376	72	732	6	114	13	1,131	3,873	1,370	5,243
Tammy Johnson	591	314	0	0	0	0	299	1,067	110	640	0	99	7	1,026	3,083	1,070	4,153
Proposition 1 – The legal sale of all alcoholic beverages including mixed beverages.																	
For	1,178	850	0	0	0	0	614	2,102	155	1,165	6	197	21	1,829	5,853	2,264	8,117
Against	501	227	0	0	0	0	276	808	71	442	2	63	8	749	2,436	711	3,147

Prepared by Linda Ashby, City Clerk, Sherman, Texas

SUMMARY REPT-GROUP DETAIL

Joint General and Special Elec
Grayson County, Texas
November 8, 2016

UNOFFICIAL

Run Date:11/17/16 08:27 AM

Report EL45A Page 001

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
PRECINCTS COUNTED (OF 36)	36	100.00				
BALLOTS CAST - TOTAL.	47,819		2,569	31,580	13,606	64
Council Member - District 1, Sherman						
Vote for 1						
Lawrence Davis.	3,519	36.95	221	2,473	820	5
Shawn Teamann	4,827	50.68	164	3,334	1,323	6
Joshua Shelton.	1,178	12.37	62	788	326	2
Total	9,524		447	6,595	2,469	13
Council Member - District 3, Sherman						
Vote for 1						
Pamela Howeth	8,004	100.00	368	5,515	2,109	12
Total	8,004		368	5,515	2,109	12
Council Member - District 4, Unexpired Term, Sherman						
Vote for 1						
Charles H. Brown, Sr.	5,243	55.80	286	3,587	1,364	6
Tammy Johnson	4,153	44.20	159	2,924	1,063	7
Total	9,396		445	6,511	2,427	13
Local Option Election, City of Sherman						
Vote for 1						
For	8,117	72.06	352	5,501	2,256	8
Against	3,147	27.94	269	2,167	704	7
Total	11,264		621	7,668	2,960	15

SUMMARY REPT-GROUP DETAIL

Joint General and Special Elec
Grayson County, Texas
November 8, 2016

UNOFFICIAL

Run Date:11/17/16 08:18 AM

Report EL45A Page 001

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
Council Member - District 1, Sherman						
Vote for 1						
Lawrence Davis.	3,519	36.95	221	2,473	820	5
Shawn Teamann	4,827	50.68	164	3,334	1,323	6
Joshua Shelton.	1,178	12.37	62	788	326	2
Total	9,524		447	6,595	2,469	13
Council Member - District 3, Sherman						
Vote for 1						
Pamela Howeth	8,004	100.00	368	5,515	2,109	12
Total	8,004		368	5,515	2,109	12
Council Member - District 4, Unexpired Term, Sherman						
Vote for 1						
Charles H. Brown, Sr.	5,243	55.80	286	3,587	1,364	6
Tammy Johnson	4,153	44.20	159	2,924	1,063	7
Total	9,396		445	6,511	2,427	13
Local Option Election, City of Sherman						
Vote for 1						
For	8,117	72.06	352	5,501	2,256	8
Against	3,147	27.94	269	2,167	704	7
Total	11,264		621	7,668	2,960	15

PREC REPORT-GROUP DETAIL

Joint General and Special Elec
Grayson County, Texas
November 8, 2016

UNOFFICIAL

Run Date:11/17/16 08:17 AM

Report EL30A Page 0001-01

0001 PRECINCT 101

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
REGISTERED VOTERS - TOTAL	4,016					
BALLOTS CAST - TOTAL.	1,930		119	1,221	589	1
VOTER TURNOUT - TOTAL		48.06				

Council Member - District 1, Sherman

Vote for 1

Lawrence Davis.	486	34.39	37	294	155	0
Shawn Teamann	677	47.91	21	441	215	0
Joshua Shelton.	250	17.69	11	168	71	0
Total	1,413		69	903	441	0

Council Member - District 3, Sherman

Vote for 1

Pamela Howeth	1,181	100.00	60	748	373	0
Total	1,181		60	748	373	0

Council Member - District 4, Unexpired Term, Sherman

Vote for 1

Charles H. Brown, Sr.	837	58.61	58	539	240	0
Tammy Johnson	591	41.39	16	372	203	0
Total	1,428		74	911	443	0

Local Option Election, City of Sherman

Vote for 1

For	1,178	70.16	39	750	389	0
Against	501	29.84	51	313	136	1
Total	1,679		90	1,063	525	1

Run Date:11/17/16 08:17 AM

Report EL30A Page 0002-01

0002 PRECINCT 102

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
REGISTERED VOTERS - TOTAL	2,739					
BALLOTS CAST - TOTAL.	1,285		76	731	476	2
VOTER TURNOUT - TOTAL		46.91				

Council Member - District 1, Sherman

Vote for 1

Lawrence Davis.	298	36.08	13	177	108	0
Shawn Teamann	344	41.65	8	201	135	0
Joshua Shelton.	184	22.28	14	105	65	0
Total	826		35	483	308	0

Council Member - District 3, Sherman

Vote for 1

Pamela Howeth	674	100.00	20	389	265	0
Total	674		20	389	265	0

Council Member - District 4, Unexpired Term, Sherman

Vote for 1

Charles H. Brown, Sr.	560	64.07	32	316	212	0
Tammy Johnson	314	35.93	9	192	113	0
Total	874		41	508	325	0

Local Option Election, City of Sherman

Vote for 1

For	850	78.92	28	491	330	1
Against	227	21.08	15	137	75	0
Total	1,077		43	628	405	1

PREC REPORT-GROUP DETAIL

Joint General and Special Elec
Grayson County, Texas
November 8, 2016

UNOFFICIAL

Run Date:11/17/16 08:17 AM

Report EL30A Page 0019-01

0019 PRECINCT 301

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
REGISTERED VOTERS - TOTAL	1,890					
BALLOTS CAST - TOTAL.	1,044		119	642	279	4
VOTER TURNOUT - TOTAL		55.24				

Council Member - District 1, Sherman

Vote for 1

Lawrence Davis.	238	33.29	19	165	53	1
Shawn Teamann	382	53.43	27	252	101	2
Joshua Shelton.	95	13.29	8	54	33	0
Total	715		54	471	187	3

Council Member - District 3, Sherman

Vote for 1

Pamela Howeth	606	100.00	45	393	165	3
Total	606		45	393	165	3

Council Member - District 4, Unexpired Term, Sherman

Vote for 1

Charles H. Brown, Sr.	402	57.35	37	259	105	1
Tammy Johnson	299	42.65	17	193	87	2
Total	701		54	452	192	3

Local Option Election, City of Sherman

Vote for 1

For	614	68.99	43	393	176	2
Against	276	31.01	38	171	66	1
Total	890		81	564	242	3

PREC REPORT-GROUP DETAIL

Joint General and Special Elec
Grayson County, Texas
November 8, 2016

UNOFFICIAL

Run Date:11/17/16 08:17 AM

Report EL30A Page 0020-01

0020 PRECINCT 302

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
REGISTERED VOTERS - TOTAL	5,547					
BALLOTS CAST - TOTAL	3,257		190	2,274	790	3
VOTER TURNOUT - TOTAL		58.72				

Council Member - District 1, Sherman

Vote for 1

Lawrence Davis.	837	33.78	47	596	192	2
Shawn Teamann	1,340	54.08	33	943	364	0
Joshua Shelton.	301	12.15	17	214	70	0
Total	2,478		97	1,753	626	2

Council Member - District 3, Sherman

Vote for 1

Pamela Howeth	2,128	100.00	88	1,504	534	2
Total	2,128		88	1,504	534	2

Council Member - District 4, Unexpired Term, Sherman

Vote for 1

Charles H. Brown, Sr.	1,376	56.32	59	979	337	1
Tammy Johnson	1,067	43.68	36	761	269	1
Total	2,443		95	1,740	606	2

Local Option Election, City of Sherman

Vote for 1

For	2,102	72.23	82	1,448	572	0
Against	808	27.77	54	596	156	2
Total	2,910		136	2,044	728	2

Run Date:11/17/16 08:17 AM

Report EL30A Page 0021-01

0021 PRECINCT 303

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
REGISTERED VOTERS - TOTAL	1,003					
BALLOTS CAST - TOTAL.	628		42	442	144	0
VOTER TURNOUT - TOTAL		62.61				

Council Member - District 1, Sherman

Vote for 1

Lawrence Davis.	94	49.21	9	72	13	0
Shawn Teamann	91	47.64	2	71	18	0
Joshua Shelton.	6	3.14	1	5	0	0
Total	191		12	148	31	0

Council Member - District 3, Sherman

Vote for 1

Pamela Howeth	156	100.00	8	120	28	0
Total	156		8	120	28	0

Council Member - District 4, Unexpired Term, Sherman

Vote for 1

Charles H. Brown, Sr.	72	39.56	1	60	11	0
Tammy Johnson	110	60.44	12	80	18	0
Total	182		13	140	29	0

Local Option Election, City of Sherman

Vote for 1

For	155	68.58	13	114	28	0
Against	71	31.42	5	53	13	0
Total	226		18	167	41	0

PREC REPORT-GROUP DETAIL

Joint General and Special Elec
Grayson County, Texas
November 8, 2016

UNOFFICIAL

Run Date:11/17/16 08:17 AM

Report EL30A Page 0022-01

0022 PRECINCT 304

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
REGISTERED VOTERS - TOTAL	3,010					
BALLOTS CAST - TOTAL	1,786		127	1,274	383	2
VOTER TURNOUT - TOTAL		59.34				

Council Member - District 1, Sherman

Vote for 1

Lawrence Davis.	639	44.91	32	490	115	2
Shawn Teamann	660	46.38	31	468	161	0
Joshua Shelton.	124	8.71	2	95	27	0
Total	1,423		65	1,053	303	2

Council Member - District 3, Sherman

Vote for 1

Pamela Howeth	1,173	100.00	55	870	247	1
Total	1,173		55	870	247	1

Council Member - District 4, Unexpired Term, Sherman

Vote for 1

Charles H. Brown, Sr.	732	53.35	38	542	150	2
Tammy Johnson	640	46.65	24	477	139	0
Total	1,372		62	1,019	289	2

Local Option Election, City of Sherman

Vote for 1

For	1,165	72.50	49	857	258	1
Against	442	27.50	47	304	90	1
Total	1,607		96	1,161	348	2

Run Date:11/17/16 08:17 AM

Report EL30A Page 0023-01

0023 PRECINCT 305

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
REGISTERED VOTERS - TOTAL	1,379					
BALLOTS CAST - TOTAL.	910		27	564	317	2
VOTER TURNOUT - TOTAL		65.99				

Council Member - District 1, Sherman

Vote for 1

Lawrence Davis.	2	40.00	0	2	0	0
Shawn Teamann	3	60.00	0	3	0	0
Joshua Shelton.	0		0	0	0	0
Total	5		0	5	0	0

Council Member - District 3, Sherman

Vote for 1

Pamela Howeth	5	100.00	0	5	0	0
Total	5		0	5	0	0

Council Member - District 4, Unexpired Term, Sherman

Vote for 1

Charles H. Brown, Sr.	6	100.00	0	6	0	0
Tammy Johnson	0		0	0	0	0
Total	6		0	6	0	0

Local Option Election, City of Sherman

Vote for 1

For	6	75.00	0	5	1	0
Against	2	25.00	0	2	0	0
Total	8		0	7	1	0

PREC REPORT-GROUP DETAIL

Joint General and Special Elec
Grayson County, Texas
November 8, 2016

UNOFFICIAL

Run Date:11/17/16 08:17 AM

Report EL30A Page 0032-01

0032 PRECINCT 405

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
REGISTERED VOTERS - TOTAL	543					
BALLOTS CAST - TOTAL	296		16	195	85	0
VOTER TURNOUT - TOTAL		54.51				

Council Member - District 1, Sherman

Vote for 1						
Lawrence Davis.	75	36.95	5	53	17	0
Shawn Teamann	95	46.80	2	59	34	0
Joshua Shelton.	33	16.26	0	24	9	0
Total	203		7	136	60	0

Council Member - District 3, Sherman

Vote for 1						
Pamela Howeth	179	100.00	7	123	49	0
Total	179		7	123	49	0

Council Member - District 4, Unexpired Term, Sherman

Vote for 1						
Charles H. Brown, Sr.	114	53.52	4	77	33	0
Tammy Johnson	99	46.48	3	70	26	0
Total	213		7	147	59	0

Local Option Election, City of Sherman

Vote for 1						
For	197	75.77	9	133	55	0
Against	63	24.23	3	38	22	0
Total	260		12	171	77	0

Run Date:11/17/16 08:17 AM

Report EL30A Page 0035-01

0035 PRECINCT 408

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
REGISTERED VOTERS - TOTAL	1,277					
BALLOTS CAST - TOTAL.	807		49	540	216	2
VOTER TURNOUT - TOTAL		63.19				

Council Member - District 1, Sherman

Vote for 1						
Lawrence Davis.	8	36.36	0	8	0	0
Shawn Teamann	11	50.00	1	5	4	1
Joshua Shelton.	3	13.64	0	0	2	1
Total	22		1	13	6	2

Council Member - District 3, Sherman

Vote for 1						
Pamela Howeth	19	100.00	0	13	4	2
Total	19		0	13	4	2

Council Member - District 4, Unexpired Term, Sherman

Vote for 1						
Charles H. Brown, Sr.	13	65.00	0	9	3	1
Tammy Johnson	7	35.00	1	4	1	1
Total	20		1	13	4	2

Local Option Election, City of Sherman

Vote for 1						
For	21	72.41	2	13	5	1
Against	8	27.59	2	4	1	1
Total	29		4	17	6	2

Run Date:11/17/16 08:17 AM

Report EL30A Page 0036-01

0036 PRECINCT 409

	TOTAL VOTES	%	EV MAIL	EARLY VOTING	ELECTION DAY	PROVISIONAL
REGISTERED VOTERS - TOTAL	4,269					
BALLOTS CAST - TOTAL.	2,819		172	2,000	643	4
VOTER TURNOUT - TOTAL		66.03				

Council Member - District 1, Sherman

Vote for 1

Lawrence Davis.	842	37.46	59	616	167	0
Shawn Teamann	1,224	54.45	39	891	291	3
Joshua Shelton.	182	8.10	9	123	49	1
Total	2,248		107	1,630	507	4

Council Member - District 3, Sherman

Vote for 1

Pamela Howeth	1,883	100.00	85	1,350	444	4
Total	1,883		85	1,350	444	4

Council Member - District 4, Unexpired Term, Sherman

Vote for 1

Charles H. Brown, Sr.	1,131	52.43	57	800	273	1
Tammy Johnson	1,026	47.57	41	775	207	3
Total	2,157		98	1,575	480	4

Local Option Election, City of Sherman

Vote for 1

For	1,829	70.95	87	1,297	442	3
Against	749	29.05	54	549	145	1
Total	2,578		141	1,846	587	4



Investment Policy

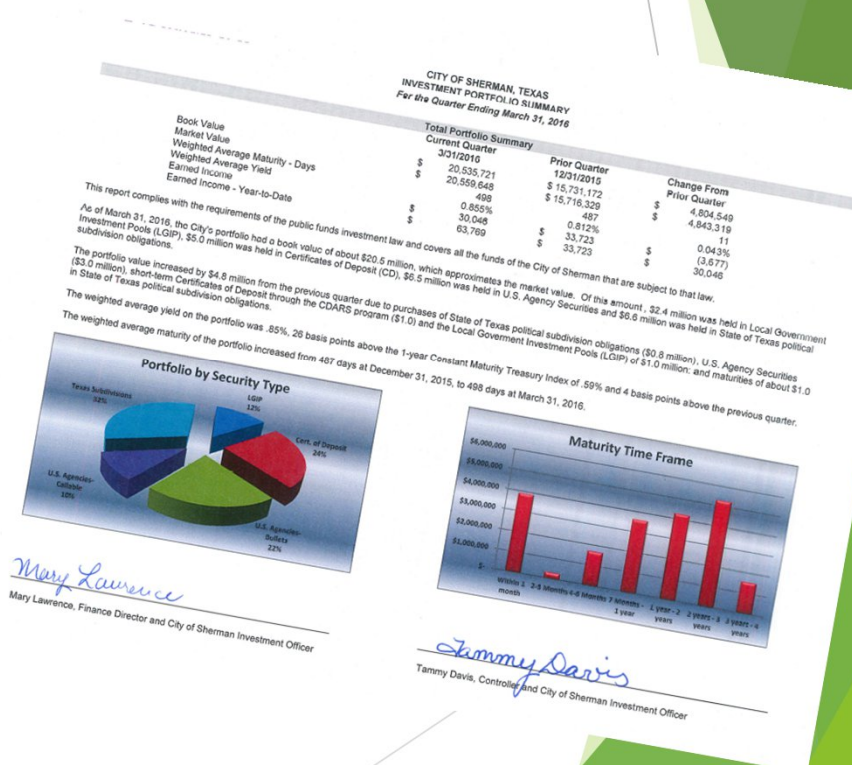
City of Sherman

Why do we need an Investment Policy?

- ▶ Required by law (Government code 2256.005)
- ▶ Best Practice of the Government Finance Officers Association
- ▶ Improves the quality of decisions
- ▶ Demonstrates commitment
- ▶ Signals rating agencies that the City is well managed
- ▶ City Council retains ultimate responsibility

City of Sherman Investment Policy

- ▶ Written and formally adopted
- ▶ Reviewed yearly
- ▶ Quarterly Investment Reports
- ▶ Investment Committee Oversight



City of Sherman Investment Policy

- ▶ Safety of principal & liquidity
- ▶ Buy and Hold Strategy
- ▶ Standard of Care
- ▶ Ethics
- ▶ Separate strategy for operating vs. bond proceeds
- ▶ Authorized dealers and institutions
- ▶ Investment officers
- ▶ Valuation
- ▶ Credit Ratings
- ▶ Safekeeping



GOVERNMENT

25,000,000,000

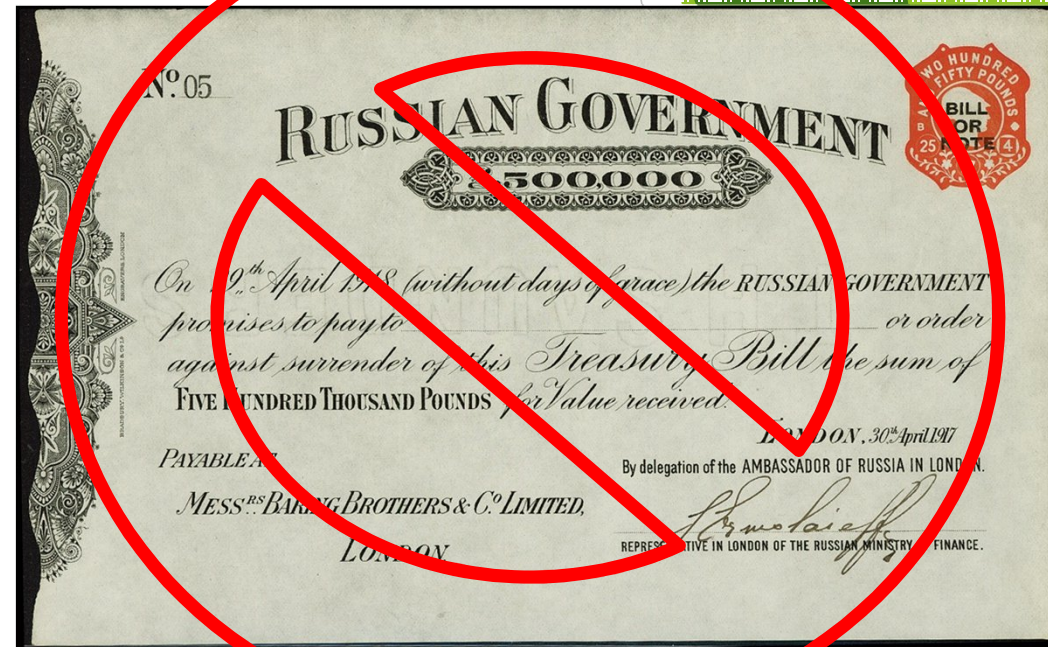
By delegation of the AMBASSADOR OF RUSSIA IN LONDON.

LONDON, 30th April 1917

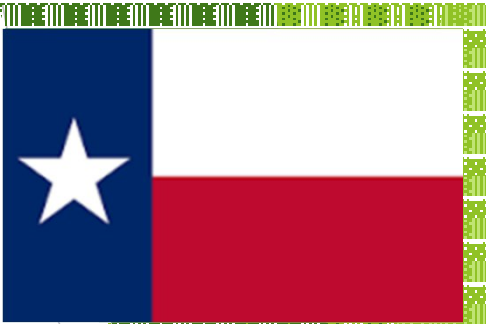
By delegation of the AMBASSADOR OF RUSSIA IN LONDON.

REPRESENTATIVE IN LONDON OF THE RUSSIAN MINISTRY OF FINANCE.

- ▶ U.S. Government bonds
- ▶ Fully-insured deposits
- ▶ State of Texas obligations
- ▶ Public funds investment pools



Diversification



Certificates of Deposit

Limit
50%

Actual
23%

U.S. Treasury Obligations

50%

0%

U.S. Agencies

50%

29%

Investment Pools

100%

8%

FDIC Insured Investment Accounts

100%

0%

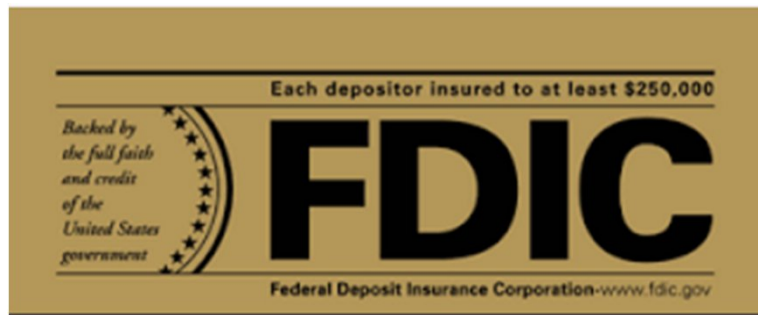
State of Texas political subdivisions

50%

40%



Collateral



- FDIC Insurance
- Letter of Credit
- Pledge U.S. Securities



Conclusion

- ▶ Safety and liquidity are primary objectives
- ▶ Governed by the Public Funds Investment Act (PFIA)
- ▶ City Council is ultimately responsible
 - ▶ Public Trust
 - ▶ Review policy annually
 - ▶ Ethics
 - ▶ Investment Committee
 - ▶ Quarterly reports





Long-term Debt Policy

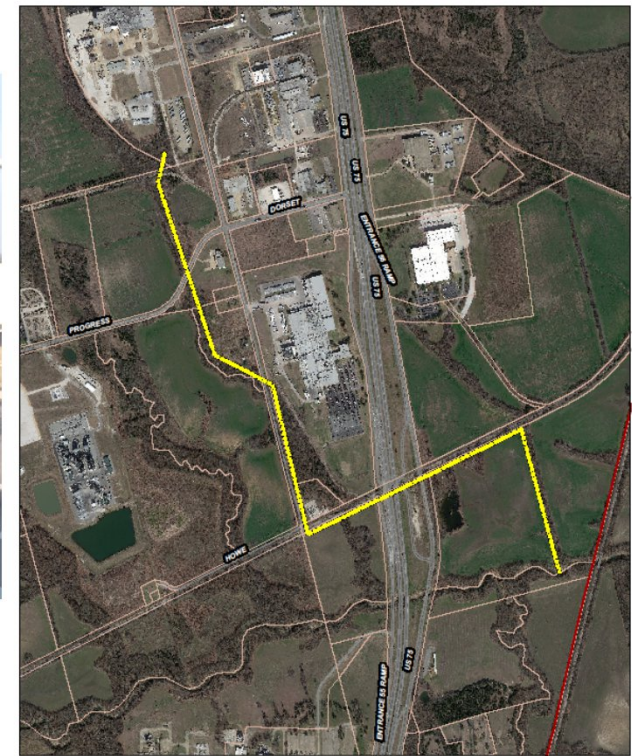
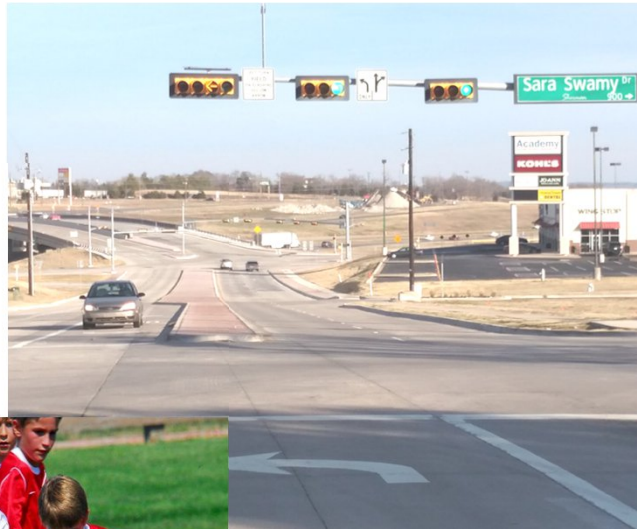
City of Sherman

Why do we need a Long-term debt policy?

- Improve quality of decisions
- Articulate policy goals
- Provide guidelines on debt issuance
- Demonstrate commitment to long-term financial planning
- Ensure common understanding among elected officials and staff
- “MCDC” initiative
- Signal to rating agencies

Conditions of Debt Issuance

- ▶ Capital
- ▶ Long-term asset
- ▶ Other financing sources

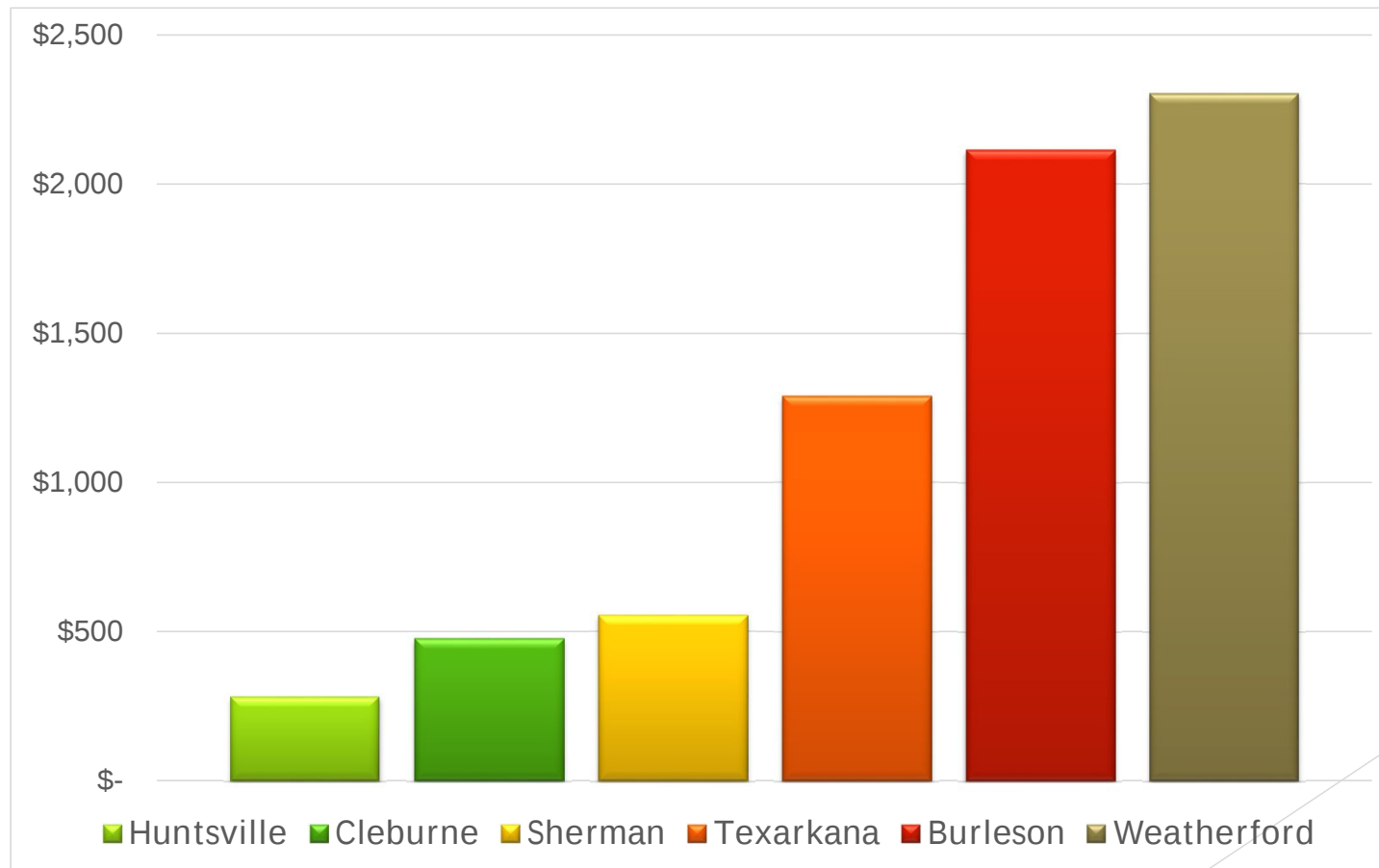


Shorman
S.P. SHORMAN, INC.
SARASOTA, FL 34231

Industrial Sewer



Debt per Capita



Types of Debt

- ▶ General Obligation Bonds – voter approval
- ▶ Revenue bonds – repaid with enterprise revenues (user fees)
- ▶ Certificates of Obligation – authorized by City Council
- ▶ Tax Notes – repaid from future tax revenues (Loy Lake Road)



Restrictions, Limitations and Characteristics

- ▶ Community's ability to repay
- ▶ Approved by the City Council
- ▶ Not used for maintenance or operations
- ▶ State of Texas, Charter and Debt Policy limitations
- ▶ Up to 30 years
- ▶ Avoid variable-rate debt
- ▶ Repayment from revenues derived from those who benefit
- ▶ Rate review

Debt Issuance and Management

- ▶ Financial Advisor
- ▶ Bond counsel
- ▶ Competitive sale
- ▶ Continuing Disclosure
- ▶ Post-Issuance Tax Compliance



The Municipal Advisory
Council of **TEXAS** 

 **MSRB**
Municipal Securities Rulemaking Board



SPECIALIZED PUBLIC FINANCE INC.
FINANCIAL ADVISORY SERVICES



Conclusion

- Debt is issued to meet the capital needs of the community
- Type of debt dependent on legal, economic and financial circumstances and what is being financed
- Restrictions and limitations from State law, City Charter and Debt Policy
- Significant legal requirements before and after debt issuance





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. B. 1.

Meeting Date: 12/05/2016

Prepared By: Linda Ashby, City Clerk

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL ELECTION OF DEPUTY MAYOR

Issue:

The Deputy Mayor is elected by the City Council for a one-year term or until the Council is reorganized. Normally the Deputy Mayor is elected at the Council Meeting in November where new members are sworn in.

Background:

Article II, Section 3 of the City Charter provides for the designation of a Deputy Mayor, as follows:

Section 3. Mayor and deputy mayor.

The mayor shall preside at the meetings of the council, and shall be recognized as head of the city government for all ceremonial purposes, and by the governor for purposes of military law, but shall have no regular administrative duties. The mayor shall be entitled to vote upon all matters considered by the council. The mayor shall not make or second motions. The council shall elect a deputy mayor from the council for a one-year term, or until the council is reorganized, who shall act as mayor during the absence or inability of the mayor to serve. If a vacancy should occur in the office of mayor, the deputy mayor shall serve for the remainder of the mayor's term or until the next general election, whichever shall first occur.

Origination:

The election of a Deputy Mayor originated with the City Clerk's Office.

Financial Consideration:

There is no specific cost associated with electing a Deputy Mayor.

Staff Recommendation:

It is recommended that the Council Members elect a new Deputy Mayor.

Alternatives:

There is no viable alternative.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 1.

Meeting Date: 12/05/2016

Prepared By: Brandon Shelby, City Attorney

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5994

Amending Chapter 4 of the Code of Ordinances, entitled "Business Regulations", Article 4.14, entitled "Alcoholic Beverages", Division 2, entitled "Lawful Consumption", at Sections 4.14.031, 4.14.032, 4.14.033 and 4.14.035

Issue:

Sherman voters approved the legal sale of all alcoholic beverages in a local option election held on November 8, 2016. The Sherman Code of Ordinances addresses the sale of beer, wine, and mixed beverages. Minor amendments to the Code of Ordinances are needed to reflect that all alcoholic beverages can now legally be sold.

Background:

Sherman voters approved the sale of beer and wine for off-premises consumption and the sale of mixed beverages in restaurants in 2005. An Ordinance was added to the Sherman Code of Ordinances regulating the location and hours for the sale of beer, wine, and mixed beverages. On November 8, 2016, voters approved the legal sale of all alcoholic beverages. The Code of Ordinances needs to be amended to reflect the change in the legality of the sale of all alcoholic beverages.

Origination:

City Attorney

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council adopt the Ordinance to implement the changes to the Sherman Alcoholic Beverages Code.

Alternatives:

No alternatives are recommended.

Attachments

Ordinance No. 5994

ORDINANCE NO. 5994

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AMENDING CHAPTER 4 OF THE CODE OF ORDINANCES, ENTITLED "BUSINESS REGULATIONS", ARTICLE 4.14, ENTITLED "ALCOHOLIC BEVERAGES", DIVISION 2, ENTITLED "LAWFUL CONSUMPTION", AT SECTIONS 4.14.031, 4.14.032, 4.14.033 AND 4.14.035; 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.

WHEREAS, on November 8, 2016, the voters of the City of Sherman voted on the legal sale of all alcoholic beverages including mixed drinks within the City of Sherman; and

WHEREAS, the local option initiative was passed by a large majority vote; and

WHEREAS, the Texas Alcoholic Beverage Code provides limited authority for municipal governments to regulate the location and hours for the sale of alcoholic beverages; and

WHEREAS, the current alcohol ordinance, codified at Chapter 4, Article 4.14 of the Sherman Code of Ordinances, regulates the location and hours for the sale of beer, wine and mixed beverages; and

WHEREAS, the current code provisions must be amended to address the legal sale of all alcoholic beverages;

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

SECTION 1. That Chapter 4, Article 4.14, Division 2, Section 4.14.031 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 4.14.031 Permit certification; procedures

(a) It shall be unlawful for any person to manufacture, distill, brew, import, transport, store for purposes of sale, distribute or sell any ~~beer, wine or mixed beverages~~ **alcoholic beverage** within the city unless such person has obtained a valid state permit application from the office of the city clerk.

(b) Any person wishing to manufacture, distill, brew, import, transport, store for purposes of sale, distribute or sell any ~~beer, wine or mixed beverages~~ **alcoholic beverage** must complete a state permit application and pay the initial administrative fee as set forth in section 4.14.032.

(c) The city clerk shall submit each permit application to the appropriate city departments to ensure that the application complies with all city ordinances and regulations, including this article.

(d) After approval by all necessary city departments, the application shall be deemed certified by the city clerk upon payment by the applicant of the initial administrative fee, as set forth in section 4.14.032.

(e) After final approval by the state alcoholic beverage commission, the permittee shall return a copy of the approved state permit to the office of the city clerk where it shall be kept on file.

(f) Any person who, as a part of their employment, sells, distributes, or serves any ~~beer, wine or mixed beverage~~ **alcoholic beverage** must complete a seller/server training course certified by the Texas Alcoholic Beverage Commission. A copy of said certification must be kept on file with said seller/server's place of employment and be made available upon request.

SECTION 2. That Chapter 4, Article 4.14, Division 2, Section 4.14.032 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 4.14.032 Initial administrative fee

(a) The city initial administrative fee shall be equal to one-half of the state fee required by the state alcoholic beverage commission of every person that may be issued any state permit or license for the manufacture, distilling, brewing, importing, transporting, storing, distributing or sale of any ~~beer, wine or mixed beverage~~ **alcoholic beverage**, unless a different fee is allowed or required by state law.

(b) No state permit may be certified unless the initial administrative fee is received. The city clerk shall issue a receipt for the initial administrative fee and keep a record of the same in the city clerk's office.

State law references—Local fee authorized on alcoholic beverage permits, V.T.C.A., Alcoholic Beverage Code, sec. 11.38; local fee authorized on alcoholic beverage licenses, V.T.C.A., Alcoholic Beverage Code, sec. 61.36.

SECTION 3. That Chapter 4, Article 4.14, Division 2, Section 4.14.033 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 4.14.033 Permit renewal; renewal administrative fee

(a) All state permits shall be renewed as required by law and no state permit shall be certified covering a term longer than that established by state law.

(b) The city shall require payment of a renewal administrative fee by all establishments selling alcoholic beverages within the city. The renewal administrative fee shall be equal to one-half of the state fee required by the state alcoholic beverage commission of every person that may be issued any state permit or license for the manufacture, distilling, brewing, importing, transporting, storing, distributing or sale of any ~~beer, wine or mixed beverage~~ **alcoholic beverage**, unless a different fee is allowed or required by state law.

(c) The city clerk may notify the state alcoholic beverage commission if a permittee fails to pay the renewal administrative fee. The city clerk shall send notice to permittee of such action to the address on file with the permit application.

(d) A permittee who sells an alcoholic beverage without first having paid the renewal administrative fee under this section commits a misdemeanor punishable by a fine in accordance with the general penalty provisions found in section 1.01.009 of this code.

SECTION 4. That Chapter 4, Article 4.14, Division 2, Section 4.14.035 of the Code of Ordinances of the City of Sherman, Texas, be and is hereby amended so that such section shall read as follows:

Sec. 4.14.035 Development standards

(a) ~~Beer and wine~~ **Alcoholic beverages** for off-premises consumption only. The sale of ~~beer and wine~~ **alcoholic beverages** is permitted only in a zoning district where retail sales are allowed. The minimum distance between retail stores that offer the sale of ~~beer and wine~~ **alcoholic beverages** for off-premises consumption and the following uses are:

- (1) Schools (public and private) and day care centers: 300 feet. As allowed by state law, a school may petition for 1,000 feet. All measurements of distances are as provided for in state law (property line to property line and in a direct line across intersections).
- (2) Churches: 300 feet. All measurements of distances are as provided for in state law (along the property lines of the street fronts and from front door to front door, and in a direct line across intersections).
- (3) Hospitals: 300 feet. All measurements of distances are as provided for in state law (along the property lines of the street fronts and from front door to front door, and in a direct line across intersections).

(b) Mixed beverages in a restaurant by food and beverage certificate holders only. The sale of mixed beverages in a restaurant by food and beverage certificate holders is allowed in any zoning district where restaurants are allowed. The holder of a permit under this subsection shall be required to meet distance requirements as set forth in subsection (a), above.

SECTION 5. 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 General Zoning Ordinance of the

City of Sherman, Texas, and that sections of this ordinance may be renumbered or relettered to accomplish such intention.

SECTION 6. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 7. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 8. 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 _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 2.

Meeting Date: 12/05/2016

Prepared By: Otis Henry, Police Chief

Approved By: Robby Hefton, City Manager

Caption:

INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5995

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

Issue:

To consider readopting the code provisions that provide "Curfew Hours for Minors"

Background:

Ordinance No. 5270, adopted at the December 6, 2004 Council meeting and codified at Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, establishes "Curfew Hours for Minors." Under Section 370.002 of the Texas Local Government Code, *curfew ordinances must be reviewed by the Council in a public hearing every three years or the ordinance expires*. The last review was performed at the December 2, 2013 Council meeting (Ordinance No. 5805); and Chapter 8, Article 8.04, Division 2 was readopted without modification. The review must evaluate the curfew ordinance's effect on the community and the problems the ordinance was intended to remedy.

Origination:

Police Department

Financial Consideration:

There is no financial impact for this agenda item.

Staff Recommendation:

It is recommended that the City Council adopt Ordinance No. 5995, which will serve to readopt without modification Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, "Curfew Hours for Minors."

Alternatives:

The City Council could suggest modifications to the ordinance.

Attachments

Ordinance No. 5995

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

Texas Local Government Code, Section 370.002

ORDINANCE NO. 5995

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

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

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

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

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

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

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

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

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

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

INTRODUCED on this the _____ day of _____, 2016.

ADOPTED on this the _____ day of _____, 2016.

EFFECTIVE DATE on this the _____ day of _____, 2016.

CITY OF SHERMAN, TEXAS

BY: _____
DAVID PLYLER, MAYOR

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

**APPROVED AS TO FORM
AND CONTENT:**

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

CHAPTER 8

OFFENSES AND NUISANCES

ARTICLE 8.04 OFFENSES INVOLVING PUBLIC MORALS

Division 1. Generally

Secs. 8.04.001–8.04.030 Reserved

Division 2. Curfew Hours for Minors

Sec. 8.04.031 Definitions

Curfew hours.

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

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

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

Guardian.

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

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

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

Parent. A person who is:

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

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

Remain. To:

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

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

Sec. 8.04.032 Offenses

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

Sec. 8.04.033 Defenses

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

- (4) Engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop;
 - (5) Involved in an emergency;
 - (6) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence;
 - (7) Attending an official school, religious, or other recreational activity supervised by adults and sponsored by the city, the Sherman Independent School District, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the city, the Sherman Independent School District, a civic organization, or another similar entity that takes responsibility for the minor;
 - (8) Attending a function or event sponsored and supervised by an establishment that prohibits ingress and egress to the establishment during curfew hours and the management of the establishment has registered the function or event with the city at least forty-eight (48) hours in advance;
 - (9) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech, and the right of assembly; or
 - (10) Married or had been married or had disabilities of minority removed in accordance with chapter 31 of the Texas Family Code.
- (b) It is a defense to prosecution under [subsection 8.04.032\(c\)](#) that the owner, operator, or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Texas Local Government Code, Section 370.002

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

LOCAL GOVERNMENT CODE

TITLE 11. PUBLIC SAFETY

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

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

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

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

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

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

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

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

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



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 3.

Meeting Date: 12/05/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

ADOPTION OF ORDINANCES

Consider Adoption of Ordinance Numbers: 5994 and 5995

Issue:

- C. 1. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5994**
Amending Chapter 4 of the Code of Ordinances, entitled "Business Regulations", Article 4.14, entitled "Alcoholic Beverages", Division 2, entitled "Lawful Consumption", at Sections 4.14.031, 4.14.032, 4.14.033 and 4.14.035
- C. 2. INTRODUCTION AND PUBLIC HEARING OF ORDINANCE NO. 5995**
Readopting Chapter 8, Article 8.04, Division 2 of the Code of Ordinances, entitled "Curfew Hours for Minors", with No Modifications
-



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. C. 4.

Meeting Date: 12/05/2016

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:

E. 1. * REQUEST TO ADVERTISE

Filtration Supply of Granular Activated Carbon

F. 1. * CHANGE ORDER NO. 1

Approving Greater Texoma Utility Authority's Intent to Execute Change Order No. 1;
Sherman Southwest Elevated 1.5 Million Gallon Tank; Landmark Constructors 1, L.P.;
\$36,715.00 Decrease

G. 5. * OTHER BUSINESS

Consider Request of the Neighborhood Recreational Committee to Temporarily Close Certain Streets for the 2017 Dr. Martin Luther King, Jr. Day Parade on Saturday, January 14, 2017



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 1.

Meeting Date: 12/05/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6164

Authorizing Execution of a Professional Services Agreement with Freeman-Millican, Inc. for the Design of the North Travis Street Water Line Replacement and the U.S. Highway 75 Water Crossing Replacement Projects

Issue:

To consider a contract for professional services with Freeman-Millican, Inc. for the Design of the North Travis Street Water Line Replacement and the U.S. Highway 75 Water Crossing Replacement Projects

Background:

The current Capital Improvement Program (CIP) contains a project to replace a major water main along Travis Street from U.S. Highway 82 to Northcreek Drive. The existing water main has deteriorated and requires replacement. The replacement of an existing water crossing under U.S. Highway 75 in south Sherman is also included in the CIP. The water main crossing under U.S. Highway 75 is deteriorated and requires replacement. Boring under the highway is required. Engineering and surveying services are required to design the improvements for both projects.

Origination:

Utilities Administration 710

Financial Consideration:

The total fee for engineering services will be \$70,600.00. The fee includes \$14,600.00 for easement description and documents and \$3,900.00 for easement acquisition activities.

Staff Recommendation:

It is recommended that the contract for professional engineering services with Freeman-Millican, Inc. to design the North Travis Street Water Line Replacement and the U.S. Highway 75 Water Crossing Replacement Projects be approved.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6164

Engineering Services Agreement

Location Map

RESOLUTION NO. 6164

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN-MILLICAN, INC. FOR THE DESIGN OF THE NORTH TRAVIS STREET WATER LINE REPLACEMENT AND THE U.S. HIGHWAY 75 WATER CROSSING REPLACEMENT PROJECTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

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

SECTION 1. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Professional Services Agreement with Freeman-Millican, Inc. for the Design of the North Travis Street Water Line Replacement and the U.S. Highway 75 Water Crossing Replacement Projects in accordance with all contract documents attached hereto and made a part hereof for all purposes.

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

PASSED AND APPROVED on this the ____ day of _____, 2016

CITY OF SHERMAN, TEXAS

ATTEST:

BY: _____
LINDA ASHBY, CITY CLERK

BY: _____
DAVID PYLER, MAYOR

**APPROVED AS TO FORM
AND CONTENT:**

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

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the CITY OF SHERMAN, a Home-Rule Municipality, organized and existing under the laws of the state of Texas, hereinafter referred to as "City", and, Freeman-Millican, Inc. hereinafter referred to as "Engineer", to be effective upon the date indicated below.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **Sherman North Travis St. Water Line Replacement and US 75 Crossing Replacement Project** in the City of Sherman, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City subject to the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

1. **Employment of the Engineer.** The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.
2. **Scope of Work.** The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "1", which is attached hereto and made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City. Engineer agrees to submit all final documents in a form acceptable to the City.
3. **Time of the Essence.** Time is of the essence. Engineer agrees to commence work immediately upon execution of this Agreement and to proceed diligently to completion except for delays beyond Engineer's reasonable control.
4. **Compensation and Method of Payment.** The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount described and set forth in Exhibit "1".
5. **Access to the Site.** City agrees to provide access to the Project area necessary or Engineer to complete his work.
6. **Insurance.** Engineer agrees to procure the following insurance:
 - a. Workers' Compensation as required by law.
 - b. Professional Liability Insurance in an amount not less than \$1,000,000 in the aggregate.

c. Comprehensive General Liability and Property Damage Insurance with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for each occurrence of damage to or destruction of property.

d. Comprehensive Automobile and Truck Liability Insurance covering owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 for injury or death of any one person, \$1,000,000 for each occurrence, and \$1,000,000 for property damage.

e. The Engineer shall include the City as an additional insured under the policies, with the exception of the Professional Liability Insurance and Workers' Compensation. Certificates of Insurance and endorsements shall be furnished to the City before work commences. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, and/or reduced in coverage or in limits ("Change in Coverage") except with prior written consent of the City and only after the City has been provided with written notice of such Change in Coverage, such notice to be sent to the City either by hand delivery to the City Manager or by certified mail, return receipt requested, and received by the City no fewer than thirty (30) days prior to the effective date of such Change in Coverage. Prior to commencing services under this Contract, Engineer shall furnish City with Certificates of Insurance, or formal endorsements as required by this Contract, issued by Engineer's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

7. Indemnity and Duty to Defend.

a. Engineer shall release, defend, indemnify and hold city and its officers, agents and employees harmless from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by engineer and to the extent caused by the negligent act or omission or intentional wrongful act or omission of engineer, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom engineer is legally responsible. This agreement does not waive, nor shall it be deemed to waive, any immunity or defense, including, but not limited to Governmental immunity that would otherwise be available to the city against claims arising from the exercise of governmental powers and functions.

b. Engineer is expressly required to defend the City against all Claims for which the City becomes liable. In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Engineer in fulfilling its obligation hereunder to defend and indemnify City, unless such a right is expressly waived by City in writing by the City Manager, approved by the City Attorney, and properly authorized by the City's Council. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Engineer's obligation to defend the City or as a waiver of Engineer's obligation to indemnify the City pursuant to this Contract. Engineer shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Contract. If Engineer fails to retain Counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Engineer shall be liable for all costs incurred by City in defense of Claims for which Engineer is liable under this Paragraph.

c. This indemnification and duty to defend is subject to and does not waive any governmental immunity available to the City under Texas law, and any defenses of the parties

under Texas law. The provisions of this paragraph 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.

8. **Independent Contractor.** Engineer is an independent contractor and not an officer, agent, servant or employee of City. Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

9. **Assignment and Subletting.** The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

10. **Contract Termination.** The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination. In the event this Agreement is terminated, the City shall have the option of entering into an Agreement with another party for the completion of the work.

11. **Ownership of Documents.** Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefore for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Paragraph 10, Engineer will revise drawings, if necessary, and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. Engineer also acknowledges that such information shall become subject to the Public Information Laws of this State and that Engineer agrees to waive any copyright claims to the information once the information is submitted to the City.

12. **Complete Contract.** This Agreement, including Exhibit "1", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. To the extent that any of the provisions in Exhibit "1" conflicts with this Agreement, the provisions in the Agreement control over the provisions in the exhibit(s). This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

13. **Mailing of Notices.** Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Director of Utilities
City of Sherman
P.O. Box 1106
Sherman, TX. 75090

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Richard Dormier
Freeman-Millican, Inc.
12160 N. Abrams Rd., Suite 508
Dallas, Texas 75243

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

14. **Miscellaneous.**

a. **Paragraph Headings.** The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **Contract Interpretation.** Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

c. **Venue/Governing Law.** The parties agree that the laws of the State of Texas shall govern this Agreement. Exclusive venue shall lie in Grayson County, Texas.

d. **Successors and Assigns.** City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

e. **Severability.** In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

f. **Effective Date.** This Agreement shall be effective from and after execution by both parties hereto.

SIGNED on the date indicated below.

CITY OF SHERMAN

ENGINEER:
Freeman-Millican, Inc.

BY _____
Robby Hefton
City Manager

BY _____
Richard Dormier, P.E.
Vice President

DATE _____

DATE _____

APPROVED AS TO FORM:

Brandon S. Shelby, City Attorney

EXHIBIT "1"
ENGINEERING SERVICES AGREEMENT

City of Sherman, Texas
Sherman Wastewater Treatment Plant
Biosolids Dewatering Project
Scope of Professional Services

OWNER and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below.

ENGINEER shall provide professional engineering services for OWNER in all phases of the Project to which this Agreement applies, serve as OWNER'S professional engineering representative for the Project as set forth below, and shall give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER intends to construct, through Prime Contractor(s) the **Sherman North Travis St. Water Line Replacement and US 75 Crossing Replacement Project**, hereinafter called the "Project".

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 GENERAL

1.1.1 ENGINEER shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto. A study phase of process options shall be the initial phase of this project.

1.2 PRELIMINARY DESIGN PHASE

After authorization to proceed with the Preliminary Design Phase, ENGINEER shall:

- 1.2.1 In consultation with OWNER, determine the extent of the Project.
- 1.2.2 Advise OWNER as to the necessity of OWNER'S providing, or obtaining from others, data or services of the types described in paragraph 3.3, and act as OWNER'S representative in connection with any such services.
- 1.2.3 Prepare preliminary design documents consisting of final design criteria, preliminary drawings, and outline specifications.
- 1.2.4 Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Costs.
- 1.2.5 Furnish 3 copies of the above preliminary design documents and present and review them in person with OWNER.

1.3 FINAL DESIGN PHASE

After authorization to proceed with the Final Design Phase, ENGINEER shall:

- 1.3.1 On the basis of comments from the review of the preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings to show the character and extent of the Project (hereinafter called "Drawings") and Specifications.
- 1.3.2 Furnish to OWNER such documents and design data as may be required for, and assist in the preparation of, the required documents so that OWNER may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.
- 1.3.3 Advise OWNER of any adjustments to the latest opinion of probable Project Cost caused by changes in extent or design requirements of the Project or Construction Costs and furnish a revised opinion of probable Project Cost based on the Drawings and Specifications.
- 1.3.4 Prepare for review and approval by OWNER, his legal counsel, and other advisors, contract agreement forms, general conditions and supplementary conditions, and (where appropriate) bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.
- 1.3.5 Submit plans, specifications, and contract documents to applicable regulatory agencies for approval.
- 1.3.6 Furnish 3 copies of the above documents and present and review them in person with OWNER. Make any needed final revisions.
- 1.4 BIDDING PHASE
After authorization to proceed with the Bidding Phase, ENGINEER shall:
 - 1.4.1 Assist OWNER in obtaining bids for each separate prime contract for construction, materials, equipment, and services.
 - 1.4.2 Consult with and advise OWNER as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
 - 1.4.3 Prepare a tabulation of bids and assist OWNER in evaluating bids and in assembling and awarding contracts.
- 1.5 CONSTRUCTION PHASE
During the Construction Phase ENGINEER shall:
 - 1.5.1 Consult with and advise OWNER and act as his representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to Contractor(s) will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.
 - 1.5.2 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality

of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. ENGINEER shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER'S efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations ENGINEER shall keep OWNER informed of the progress of the work and shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- 1.5.3 Review Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and general compliance with the information given in the Contract Documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
- 1.5.4 Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare change orders as required; have authority, as OWNER'S representative, to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work; but ENGINEER shall not be liable for the results of any such interpretations or decisions rendered by him in good faith.
- 1.5.5 Based on ENGINEER'S on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts: such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is in accordance with the Contract Documents (subject to an evaluation of such work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any

Contractor has used the moneys paid on account of the Contract Price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the Contract Documents.

- 1.5.6 Conduct in company with OWNER, an inspection to determine if the Project is substantially complete and a final inspection for compliance with the Contract Documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice shall be subject to the limitations expressed in paragraph 1.5.5.
- 1.5.7 ENGINEER shall not be responsible for the acts or omissions of any Contractor, or subcontractor, or any of the Contractor(s)' or subcontractors' agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise performing any of the Contractor(s)' work; however, nothing contained in paragraphs 1.5.1 through 1.5.7, inclusive, shall be construed to release ENGINEER from liability for failure to properly perform duties undertaken by him in the Contract Documents.
- 1.5.8 Revise contract drawings (unless redrawing is required), with the assistance of the OWNER and Contractor(s), and furnish two set in Adobe Acrobat Portable Document Format (pdf).

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 GENERAL

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types which are not considered normal or customary Basic Services

- 2.1.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 2.1.3 Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER'S control.
- 2.1.4 Providing renderings or models for OWNER'S use.

- 2.1.5 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for interior design, furniture, furnishings, communications, acoustics, kitchens and landscaping; and providing data or services of the types described in paragraph 3.3 when OWNER authorizes ENGINEER to provide such data or services in lieu of furnishing the same in accordance with paragraph 3.3.
- 2.1.6 Services resulting from the arranging for performance by persons other than the principal prime contractors of services for the OWNER and administering OWNER'S contracts for such services.
- 2.1.7 Provide staking to enable Contractor(s) to proceed with their work and providing other special field surveys.
- 2.1.8 Services during out-of-town travel required of ENGINEER other than visits to the site and OWNER'S office as required by SECTION 1 and authorized by OWNER.
- 2.1.9 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor(s).
- 2.1.10 Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial startup, testing, adjusting and balancing); and training personnel for operation and maintenance.
- 2.1.11 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.
- 2.1.12 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project (except as agreed to under Basic Services).
- 2.1.13 Additional services in connection with the Project, including services normally furnished by OWNER and services not otherwise provided for in this Agreement.
- 2.1.14 Preparation of property descriptions.
- 2.1.15 Additional copies of reports (over agreed number) and additional sets of Contract Documents (over agreed number).
- 2.1.16 Services of a resident Project representative, and other field personnel as required, for on-the-site observation of construction.
- 2.1.17 Any other special or miscellaneous assignments specifically authorized by OWNER.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall:

- 3.1 Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance

requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- 3.2 Assist ENGINEER by placing at his disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.3 Furnish to ENGINEER, as required for performance of ENGINEER'S Basic Services, data prepared by or services of others, including without limitation core borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restrictions; and other special data or consultations not covered in SECTION 2; all of which ENGINEER may rely upon in performing his services.
- 3.4 Provide field control surveys and establish reference points and base lines to enable Contractor(s) to proceed with the layout of the work.
- 3.5 Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- 3.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 3.7 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- 3.8 Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor has used the moneys paid to him under the construction contract and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- 3.9 Designate in writing a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to materials, equipment, elements and systems pertinent to ENGINEER'S services.
- 3.10 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER'S services, or any defect in the work of Contractor(s).

- 3.11 Furnish, or direct ENGINEER to provide, necessary Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.12 Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIOD OF SERVICE

- 4.1 The provisions of this Section 4 and the various rates of compensation for ENGINEER'S services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ENGINEER'S obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of contracts and construction of the Project including extra work and required extensions thereto.
- 4.2 After acceptance by OWNER of the ENGINEER'S Drawings, Specifications and other Final Design Phase documentation including the most recent opinion of probable Project Cost and upon written authorization to proceed, ENGINEER shall proceed with performance of the services called for in the Bidding. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase or upon cessation of the negotiations with prospective Contractor(s) (except as may be otherwise required to complete the services called for in paragraph 6.1.2.5).
- 4.3 The Construction Phase will commence with the execution of the first prime contract to be executed for the work of the Project or any part thereof, and will terminate upon written approval by ENGINEER of final payment on the last prime contract to be completed. Construction Phase services may be rendered at different times in respect of separate prime contracts if the Project involves more than one prime contract.
- 4.4 If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER'S services and his various rates of compensation shall be adjusted appropriately.
- 4.5 If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if the Construction Phase has not commenced within 90 calendar days (plus such additional time as may be required to complete the services called for under paragraph 6.2.2.5) after completion of the Final Design Phase, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement.
- 4.6 If ENGINEER'S services for design or during construction of the Project are delayed or suspended in whole or in part by OWNER for more than three months for reasons beyond ENGINEER'S control, ENGINEER shall on written demand to OWNER (but without termination of this Agreement) be paid as provided in paragraph 5.3.2. If such delay or suspension extends for more than one year for reasons beyond ENGINEER'S control, or if ENGINEER for any reason is required to render services more than one year after Substantial Completion, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation.

- 4.7 In the event that the work designed or specified by ENGINEER is to be performed under more than one prime contract, OWNER and ENGINEER shall, prior to commencement of the Final Design Phase, develop a schedule for performance of ENGINEER'S services during the Final Design, Bidding and Construction Phases in order to sequence and coordinate properly such services as applicable to the work under such separate contracts.

SECTION 5 - PAYMENTS TO ENGINEER

5.1 METHODS OF PAYMENT FOR SERVICES AND EXPENSES OF ENGINEER

5.1.1 For Basic Services

OWNER shall pay ENGINEER for Basic Services rendered under SECTION 1 and as further identified in Exhibit "A" as the preliminary engineering phase including surveying, final design phase, bidding phase and construction phase a lump sum in the amount of \$52,100.00.

OWNER shall pay ENGINEER \$14,600.00 for developing easement descriptions and easement documents.

OWNER shall pay ENGINEER \$3,900.00 for easement acquisition work not to exceed 30 man hours. Additional man hours required for easement acquisition will be invoiced to the owner at the rates in Exhibit "B".

5.1.2 For Additional Services

OWNER shall pay ENGINEER for Additional Services rendered under SECTION 2 as follows:

5.1.2.1 General

For Additional Services rendered under paragraphs 2.1.1 through 2.1.17, inclusive (except services covered by paragraph 2.1.5 and services as a consultant or witness under paragraph 2.1.12), payment will be at the hourly rates in Exhibit "B".

5.1.2.2 Special Consultants

For services and reimbursable expenses of special consultants employed by ENGINEER pursuant to paragraph 2.1.5 or 2.1.17, the amount billed to ENGINEER therefor times a factor of 1.10

5.1.2.3 Serving as a Witness

For the services rendered by principals and employees as consultants or witnesses in any litigation, hearing or proceeding in accordance with paragraph 2.1.12, at the rate of \$ 2,500 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, hearing or proceeding will be on the basis provided in paragraph 5.1.2.1).

5.1.3 As used in this paragraph 5.1 the term "Reimbursable Expenses" will have the meaning assigned to it in paragraph 5.4.

5.2 TIMES OF PAYMENTS

5.2.1 ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for reimbursable Expenses incurred. The statements will be based upon ENGINEER'S estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER'S monthly statements.

5.2.2 Upon conclusion of each phase of Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring total compensation paid on account of such phase to the following percentages of total compensation payable for all phases of Basic Services:

Phase	Percent of Basic Services
Preliminary Design & Surveying	30%
Final Design	50%
Bidding or Negotiating	6%
Construction	14%
TOTAL	100%

5.3 OTHER PROVISIONS CONCERNING PAYMENTS

5.3.1 Changes in Project Scope

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes render the work unusable that has been performed to the date of the change in project scope, ENGINEER will be paid for services rendered during that phase to the date of notice of the change in project scope at the hourly rates in Exhibit "B" for services rendered by principals and employees assigned to the Project during that phase to date of notice of the change in project scope. In the event of any such change in scope, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses.

In the event the OWNER changes the scope of the project after the commencement of the Final Design Phase and such changes require the Engineer to modify, redesign or otherwise change engineering work that has been completed or partially completed at the date of the change in scope, ENGINEER will be paid for services required to modify, redesign or otherwise change completed engineering work to meet the requirements of the revised scope of services at the hourly rates in Exhibit "B" for principals and employees assigned to the Project. In the event of any such change in scope, ENGINEER will be paid for all Additional Services and Reimbursable Expenses required to make the above stated changes. Before making changes to the

engineering work under this provision, the ENGINEER shall submit an estimate of the cost of making the changes under this paragraph. The ENGINEER shall not begin making changes to the engineering work until authorized by the OWNER.

5.3.2 If OWNER fails to make any payment due ENGINEER for services and expenses within sixty days after receipt of ENGINEER'S bill therefor, the amounts due ENGINEER shall include a charge at the rate of 1% per month from said sixtieth day, and in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until he has been paid in full all amounts due him for services and expenses.

5.3.3 In the event of termination by OWNER, upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase at the hourly rates in Exhibit "B" for services rendered during that phase to date of termination by principals and employees assigned to the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services and unpaid Reimbursable Expenses, plus all termination expenses. Termination expenses mean Reimbursable Expenses directly attributable to termination, which shall include an amount computed as a percentage of total compensation for Basic Services earned by ENGINEER to the date of termination, as follows:

20% if termination occurs after commencement of the Preliminary Design Phase but prior to commencement of the Final Design Phase; or

10% if termination occurs after commencement of the Final Design Phase.

5.4 DEFINITIONS

5.4.1 Reimbursable Expenses mean the actual expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and telegrams; reproduction of reports, Drawings, Specifications, and similar Project related items in addition to those required under Section 1; and, if authorized in advance by OWNER, overtime work requiring higher than regular rates.

SECTION 6 - OPINIONS OF COST

6.1 OPINIONS OF COST

6.1.1 Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. If prior to the

Bidding Phase OWNER wishes greater assurance as to Project or Construction Cost he shall employ an independent cost estimator as provided in paragraph 3.8. If a Construction Cost limit is established by written agreement between OWNER and ENGINEER, the following will apply:

- 6.1.1.1 The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction Cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit to the extent indicated in such revised opinion.
- 6.1.1.2 Any Construction Cost limit so established will include a contingency of ten percent unless another amount is agreed upon in writing.
- 6.1.1.3 ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments in the extent of the Project to bring it within the cost limit.
- 6.1.1.4 If the Bidding Phase has not commenced within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or bids are sought.
- 6.1.1.5 If the lowest bona fide proposal or bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or quality. In the case of (3), ENGINEER shall, without additional charge, modify the Contract Documents as necessary to bring the Construction Cost within the cost limit. The providing of such service will be the limit of ENGINEER'S responsibility in this regard and, having done so, ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

SECTION 7 - GENERAL CONSIDERATIONS

7.1 REUSE OF DOCUMENTS

All documents including Drawings and Specifications prepared by ENGINEER pursuant to this Agreement are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

- 8.1 The following Exhibits are attached to and made a part of this Exhibit 1:
Exhibit "A" Scope of Work and Exhibit "B" – Freeman-Millican, Inc. - Hourly Rate

Exhibit "A"

.NORTH TRAVIS ST. & US 75 SOUTH OF CHOTAW CREEK WATERLINE REPLACEMENTS

Preliminary Design

Review location of existing utilities Canyon Groove to N Creek
Review options for US 75 south of Chotaw creek crossing
Design preliminary alignments
Review deeds and plats to determine ownership and existing ROW & easements.

EASEMENTS

Design survey & property corners for easement descriptions
Determine final alignments & review w/city for approval
Obtain deeds, check corners & develop easement descriptions
Develop easement documents
Pursue easement execution by owner
Work with city & property owners on easement execution

Design

Develop plans and specifications for construction for Replacement of N Travis St 12" WL & US 75 crossing.
Review plans & specifications with Sherman staff and revise
Review plans & specifications with TCEQ and revise
Print plans, specification & bid documents for bidding
Estimate construction cost
Secure TxDot permit for US 75 crossing

Bidding

Provide bid documents to plan rooms and bidders
Pre-bid conference
Bid & award construction
Develop construction contracts

Construction

Revise & issue construction documents
Preconstruction meeting at Sherman Engineering
Review construction submittals including US 75 bore
Review monthly progress and payment applications
On site reviews concerning existing Atmos gas line
On site review of Hwy 75 crossing
Review and process any required changes
Final inspection & punch list
Close out documentation
Record drawing

EXHIBIT "B"
FREEMAN-MILLICAN, INC.
HOURLY RATES

<u>Employee Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$185
Associate Engineer	\$150
Senior Project Engineer	\$135
Architect	\$135
Project Engineer	\$120
EIT	\$100
Designer	\$ 90
CAD	\$ 75
Clerical	\$ 50
RPLS	\$170
Survey Crew (Including GPS)	\$140
Easement Acquisition Work	\$130
Mileage	\$0.56/mile

PROJECT YEAR: 2015-2016

PROJECT NAME: North Travis Street Water Main Replacement

DESCRIPTION: Replacement from Canyon Grove Road to North Creek Drive with 2500' of 12" Main.

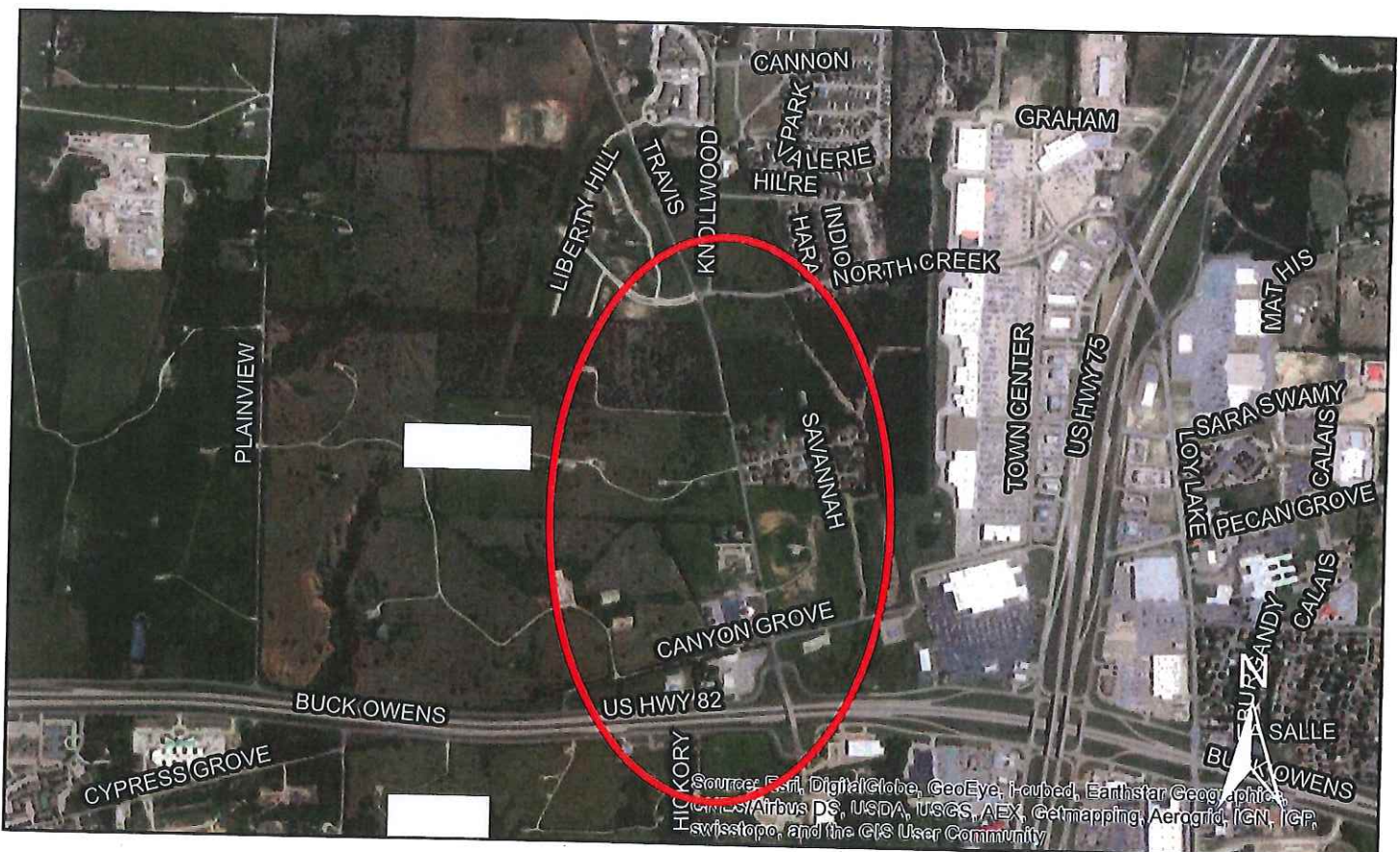
ESTIMATED COST: \$250,000

ESTIMATED O&M COST: N/A

PROPOSED FINANCING: Utility Improvement Fund

PROJECT NECESSITY: This replacement project is due to badly deteriorated main and frequent service interruptions.

DEPARTMENT/DIRECTOR: Director of Utilities, Mark Gibson



PROJECT YEAR: 2015-2016

PROJECT NAME: US Highway 75 South Water Crossing Replacement

DESCRIPTION: Replace 450' of 10" water main by boring under US Highway 75 at Choctaw Creek.

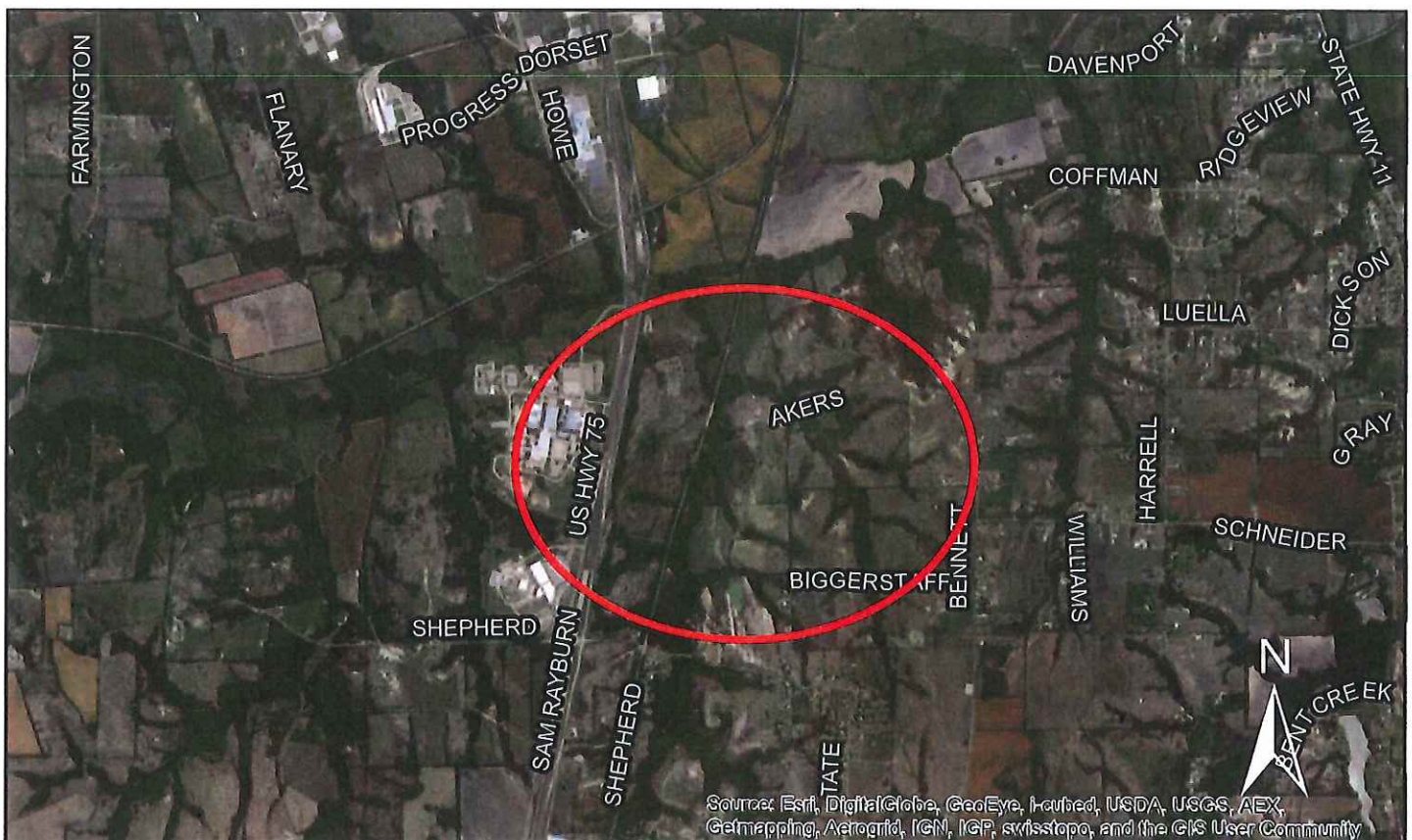
ESTIMATED COST: \$175,000

ESTIMATED O&M COST: N/A

PROPOSED FINANCING: Utility Improvement Fund

PROJECT NECESSITY: Existing water main is deteriorated resulting in several service interruptions to the industrial district.

DEPARTMENT/DIRECTOR: Director of Utilities, Mark Gibson





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. D. 2.

Meeting Date: 12/05/2016

Prepared By: Clint Philpott, City Engineer

Approved By: Robby Hefton, City Manager

Caption:

RESOLUTION NO. 6165

Abandoning a 0.2163 Acre Temporary Roadway Easement located in the Elizabeth Jones Survey, Abstract No. 625, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes, which Temporary Roadway Easement is recorded in Volume 2660, Page 656 of the Official Public Records of Grayson County, Texas

Issue:

To consider the abandonment of a 0.2163 acre Temporary Roadway Easement located in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, easement being previously recorded in Volume 2660, Page 656 of the Official Public Records of Grayson County, Texas, and being more particularly described in the Exhibit "A" attached hereto and made a part hereof for all purposes

Background:

The Temporary Roadway Easement, previously recorded in Volume 2660, Page 656 of the Official Public Records, Grayson County, Texas, is no longer deemed necessary because permanent right-of-way along Northgate is being dedicated by plat for the extension of West Travis Street and Northgate Drive.

Origination:

Engineering Department

Financial Consideration:

None

Staff Recommendation:

Staff recommends approval of the 0.2163 Acre Temporary Roadway Easement abandonment.

Alternatives:

As may be directed by the City Council

Attachments

Resolution No. 6165

Exhibit "A" - Temporary Roadway Easement Abandonment

Aerial Location Map

RESOLUTION NO. 6165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHERMAN, TEXAS, ABANDONING A 0.2163 ACRE TEMPORARY ROADWAY EASEMENT LOCATED IN THE ELIZABETH JONES SURVEY, ABSTRACT NO. 625, AND BEING MORE PARTICULARLY DESCRIBED IN THE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES, WHICH TEMPORARY ROADWAY EASEMENT IS RECORDED IN VOLUME 2660, PAGE 656 OF THE OFFICIAL PUBLIC RECORDS OF GRAYSON COUNTY, TEXAS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City council is of the opinion that the abandoning, vacating, and closing of said Temporary Roadway Easement as depicted on the attached map is in the public interest and is approved;

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

SECTION 1. That the 0.2163 acre Temporary Roadway Easement located in the Elizabeth Jones Survey, Abstract No. 625, in the City of Sherman, County of Grayson, State of Texas, said easement being recorded in Volume 2660, Page 656 of the Official Public Records of Grayson County, Texas, as depicted in Exhibit "A" attached hereto, be and is hereby extinguished, vacated, closed, and permanently abandoned as an easement for public use.

SECTION 2. That the City Manager be and is hereby authorized and directed, subject to all contract documents being properly completed and approved as to form and content by the City Attorney, to execute a Release and Abandonment of Easement in the same or substantially same for as the contract document attached hereto and incorporated herein for all purposes.

SECTION 3. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED on this the ____ day of _____, 2016.

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**

TEMPORARY ROADWAY EASEMENT ABANDONMENT

A Portion of a 211.21 Acre Tract Elizabeth Jones Survey, Abstract No. 625 City of Sherman, Grayson County, Texas

BEING a 0.2163 acre tract of land situated in the Elizabeth Jones Survey, Abstract No. 625, being a part of a 211.21 acre tract of land conveyed to Sherman Economic Development Corporation by Special Warranty Deed with Vendor's Lien, recorded in Volume 2660, Page 656 of the Deed Records of Grayson County, Texas (D.R.G.C.T.), said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch capped iron rod stamped "4709" found in the northwest right-of-way line of F.M. Highway No. 1417 (variable width R.O.W.), said iron being the southwest corner of said Actichem LP tract, same being the southeast corner of Northgate Business Park, Phase One, an addition to the City of Sherman, recorded in Volume 16, Page 166 of the Plat Records, Grayson County, Texas (P.R.G.C.T.);

THENCE N 09°51'22" W, departing the northwest line of said F.M. Highway No. 1417 and along the common East line of said Northgate Business Park, Phase One and the West line of said Actichem LP tract, a distance of 1580.21 feet to the northeast corner of said Northgate Business Park, Phase One, same being the southeast corner of Northgate Business Park, Phase Two, an addition to the City of Sherman, recorded in Volume 22, Page 90 (P.R.G.C.T.);

THENCE S 80°08'38" W, departing the northwest line of said Actichem tract and along the common North line of said Northgate Business Park, Phase One and the South line of said Northgate Business Park, Phase Two, a distance of 639.16 feet to a point for corner in the East line of Northgate Drive (60' width R.O.W.), same being the southwest corner of said Northgate Business Park, Phase Two;

THENCE N 09°51'22" W, along the East line of said Northgate Drive and the West line of said Northgate Business Park, Phase Two, a distance of 408.42 feet to the northeast corner of said Northgate Drive and the POINT OF BEGINNING;

THENCE S 80°08'38" W, departing the East line of said Northgate Drive and the West line of said Northgate Business Park, Phase Two, a distance of 60.00 feet to the northwest corner of said Northgate Drive and the beginning of a non-tangent curve to the left;

THENCE along said non-tangent curve to the left and departing the northwest corner of said Northgate Drive, through a central angle of 89°58'42", having an arc length of 18.85 feet, a radius of 12.00 feet and a chord bearing and distance of N 54°51'22" W, 16.97 feet to a point for corner;

THENCE S 80°08'38" W, a distance of 30.00 feet to a point for corner;

THENCE N 09°51'22" W, a distance of 60.00 feet to a point for corner;

THENCE N 80°08'38" E, a distance of 30.00 feet to a point for corner at the beginning of a tangent curve to the left;

Line Table		
Line #	Direction	Length
L1	S80°08'38"W	60.00
L2	S80°08'38"W	30.00
L3	N09°51'22"W	60.00
L4	N80°08'38"E	30.00
L5	N09°51'22"W	30.00
L6	N80°08'38"E	60.00
L7	S09°51'22"E	114.00

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	18.85	12.00	089°58'42"	N54°51'22"W	16.97
C2	18.85	12.00	089°59'46"	N35°08'38"E	16.97

BROCKETTE · DAMS · DRAKE, inc.
consulting engineers

Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204
(214)824-3647, fax (214) 824-7064

BASIS OF BEARING:

Bearings are based upon the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83), North Central Zone 4202.

NOVEMBER, 2016

SHEET 1 OF 3

C16118

TEMPORARY ROADWAY EASEMENT ABANDONMENT

A Portion of a 211.21 Acre Tract
Elizabeth Jones Survey, Abstract No. 625
City of Sherman, Grayson County, Texas

THENCE along said tangent curve to the left, through a central angle of $89^{\circ}59'46''$, having an arc length of 18.85 feet, a radius of 12.00 feet and a chord bearing and distance of $N\ 35^{\circ}08'38''\ E$, 16.97 feet to a point for corner;

THENCE $N\ 09^{\circ}51'22''\ W$, a distance of 30.00 feet to a point for corner;

THENCE $N\ 80^{\circ}08'38''\ E$, a distance of 60.00 feet to a point for corner in the aforementioned northwest line of said Northgate Business Park, Phase Two;

THENCE $S\ 09^{\circ}51'22''\ E$, along the northwest line of said Northgate Business Park, Phase Two, a distance of 114.00 feet to the POINT OF BEGINNING, containing 9,422 square feet or 0.2163 acres of land, more or less.



B BROCKETTE · DAVIS · DRAKE , Inc.
DD consulting engineers

Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204
(214)824-3647, fax (214) 824-7064

BASIS OF BEARING:

Bearings are based upon the Texas State Plane Coordinate System,
North American Datum of 1983 (NAD83), North Central Zone 4202.

NOVEMBER, 2016

SHEET 2 OF 3

C16118

TEMPORARY ROADWAY EASEMENT ABANDONMENT

A Portion of a 211.21 Acre Tract
Elizabeth Jones Survey, Abstract No. 625
City of Sherman, Grayson County, Texas

SHERMAN ECONOMIC
DEVELOPMENT CORP.
VOL. 2660, PG. 656
D.R.G.C.T.

GRAPHIC SCALE

0 125' 250'
SCALE: 1" = 250'

TEMPORARY ROADWAY
EASEMENT ABANDONMENT
9,422 SQ. FT.
0.2163 ACRES

NORTHGATE BUSINESS
PARK, PHASE TWO
VOL. 22, PG. 90
P.R.G.C.T.

ACTICHEM LP
VOL. 3880, PG. 138
D.R.G.C.T.

L5
C2
L4
L3
L2
C1
L6
L7
P.O.B.

NORTHGATE DRIVE
(60' WIDTH R.O.W.)

N 9°51'22"W - 408.42'

S 80°08'38"W - 639.16'

NORTHGATE BUSINESS
PARK, PHASE ONE
VOL. 16, PG. 166
P.R.G.C.T.

N 09°51'22"W - 1580.21'

P.O.C.
(C.M.)
1/2" "4709" CIRF



LEGEND

CIRF	capped iron rod found
C.M.	controlling monument
R.O.W.	right-of-way
VOL., PG.	Volume, Page
P.O.C.	Point of Commencing
P.O.B.	Point of Beginning
P.R.G.C.T.	Plat Records, Grayson County, Texas
D.R.G.C.T.	Deed Records, Grayson County, Texas

F.M. HIGHWAY NO. 1417
(VARIABLE WIDTH R.O.W.)

BROCKETTE · DAVIS · DRAKE , Inc.
consulting engineers

Civil & Structural Engineering Surveying
4144 North Central Expressway, Suite 1100 Dallas, Texas 75204
(214)824-3647, fax (214) 824-7064

BASIS OF BEARING:

Bearings are based upon the Texas State Plane Coordinate System,
North American Datum of 1983 (NAD83), North Central Zone 4202.

NOVEMBER, 2016

SHEET 3 OF 3

C16118

Temporary Roadway Easement Abandonment Location Map



1 inch = 650 feet





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. E. 1.

Meeting Date: 12/05/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** REQUEST TO ADVERTISE**

Filtration Supply of Granular Activated Carbon

Issue:

Approval of a request to advertise for granular activated carbon used in the filtration process in water production

Background:

As part of surface water treatment, Granular Activated Carbon (GAC) is used in the filtration process to absorb and remove various organic compounds and helps to control taste and odor issues. All of the surface water being treated passes through this process prior to final disinfection. The replacement of GAC is an ongoing maintenance expense and is replaced as necessary.

Origination:

Water Production Services

Financial Consideration:

Funds for the purchase of GAC were appropriated in the recently approved budget for fiscal year 2016-2017. Advertising costs are estimated to be about \$200.00.

Staff Recommendation:

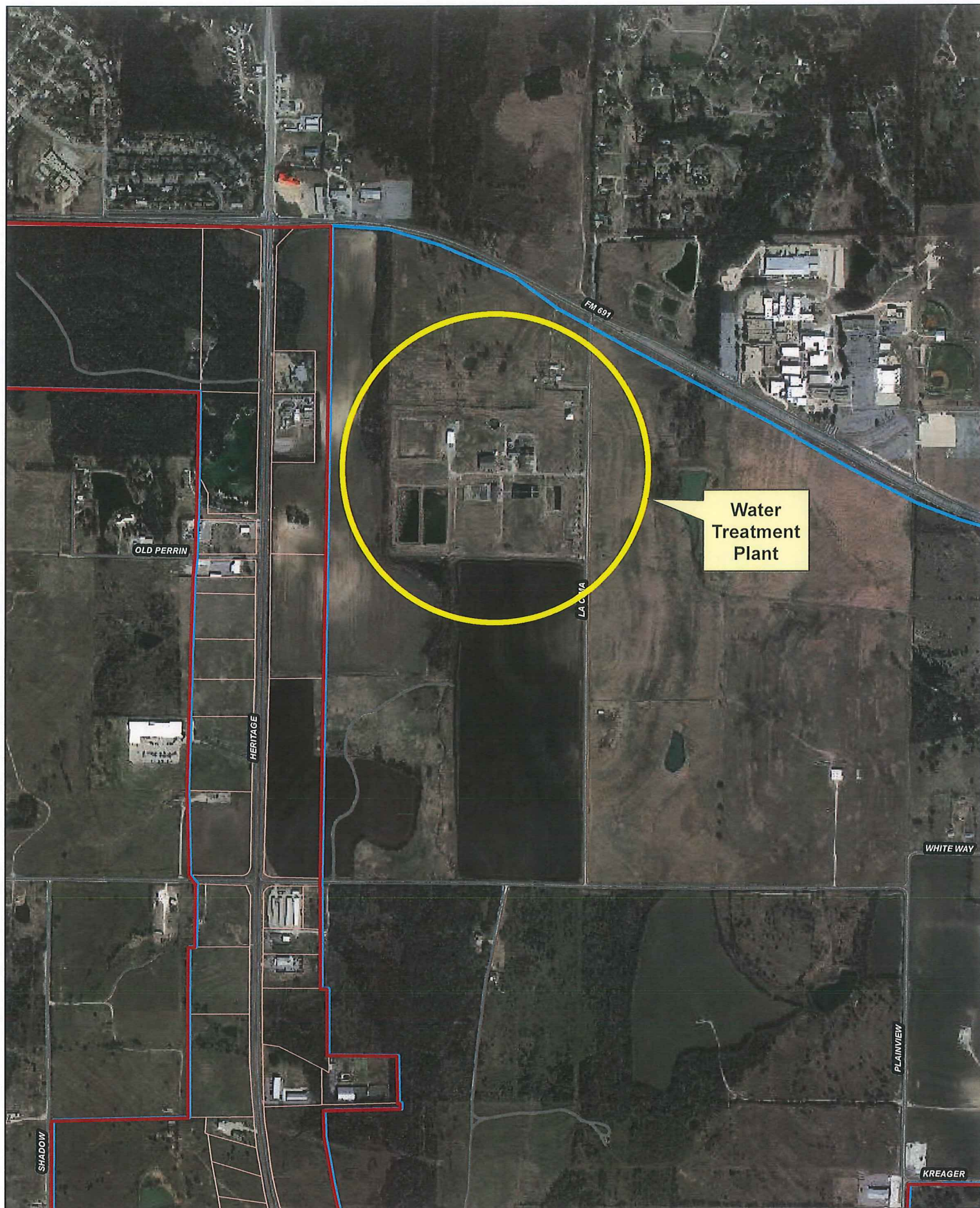
It is recommended that the City Council approve the advertising related to the purchase of granular activated carbon.

Alternatives:

As may be directed by the City Council

Attachments

Aerial Location Map - Water Treatment Plant





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. F. 1.

Meeting Date: 12/05/2016

Prepared By: Mark Gibson, Director of Utilities

Approved By: Robby Hefton, City Manager

Caption:

*** CHANGE ORDER NO. 1**

Approving Greater Texoma Utility Authority's Intent to Execute Change Order No. 1; Sherman Southwest Elevated 1.5 Million Gallon Tank; Landmark Constructors 1, L.P.; \$36,715.00 Decrease

Issue:

To consider approval of Change Order No. 1 for the Sherman Southwest Elevated 1.5 Million Gallon Tank with Landmark Constructors, L.P., a decrease of \$36,715.00 in the project cost

Background:

Change Order No. 1 reduces the original contract amount by \$36,715.00 to allow the owner to directly purchase the nozzles and valves for the tank mixing system. Due to a conflict between the tank contractor and the supplier of the nozzles and valves for the mixing system, the equipment supplier will not sell any products to the tank contractor. To obtain the required mixing equipment, the owner will directly purchase the nozzles and valves and supply them to the tank contractor for installation. The \$36,715.00 purchase price of the equipment is being deducted from the project's original price and will be utilized by the owner to directly purchase the equipment.

Origination:

Utility Administration

Financial Consideration:

The change order results in a \$36,715.00 decrease in the contract amount, yielding a revised contract price of \$2,315,285.00.

Staff Recommendation:

It is recommended that the Greater Texoma Utility Authority's intent to approve Change Order No. 1 be approved.

Alternatives:

As may be directed by the City Council

Attachments

Change Order No. 1
Equipment Quotation
Aerial Location Map

CHANGE ORDER NO. #1

PROJECT: Southwest 1.5 M.G. Elevated Tank Project
OWNER: Greater Texoma Utility Authority for City of Sherman, Tex.
CONTRACTOR: Landmark Structures Management, Inc.
ENGINEER: Freeman - Millican, Inc.
Dallas, Texas
DATE: November 18, 2016

TO THE CONTRACTOR: You are hereby authorized, subject to the Contract provisions, to make the following changes:

Delete four 10" Tideflex Variable Orifice Inlet Nozzles and two 16" Waterflex WF-3 Outlet Check Valves. These valves will be provided by the owner and installed by the contractor. (\$36,715.00)

Original Contract Amount: \$2,352,000.00

Addition/(Reduction) - This Change Order (\$36,715.00)

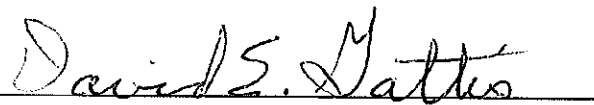
Revised Contract Amount: \$2,315,285.00

Original Contract Time: 0 Days

Time Extension/(Reduction) - Change Order No. 1 0 Days

Revised Contract Time: 0 Days

RECOMMENDED:



Freeman - Millican, Inc.

November 18, 2016

Date

APPROVED:

Contractor

Date

Owner

Date

Tideflex Technologies

600 N. Bell Avenue -- Carnegie, PA 15106 -- www.tideflex.com

Phone: 412 279-0044

Fax: 412 279-7878

Reference: **SOUTHWEST 1.5MG ELEVATED TANK (CET) -
GREATER TEXOMA UTILITY AUTHORITY FOR
CITY OF SHERMAN, TX**

Quote Number: 54442

Quote Date: 20-Oct-16

Quote Expires: 20-Nov-16

To: **David E. Gattis**
Freeman-Millican, Inc.
12160 North Abrams Road
Suite 508
Dallas, TX 75243
USA
Email: dgattis@fmi-dallas.com
Phone: 903-815-1850
Fax:

Authorized Sales Representative:

Mr. Brandon Mellgren
Newman Regency Group
4011 West Plano Parkway #108
Plano, TX 75093
USA

Phone: 972-769-1993

Fax: 972-769-9042

TIDEFLEX MIXING SYSTEM (TMS) PATENT NO. 7,104,279

The Tideflex Mixing System (TMS) is a patented and proprietary technology. Acceptance of a Purchase Order by Tideflex Technologies shall issue site specific license agreement to purchase and install a Tideflex Mixing System and/or components thereof.

The following proposal is being offered individual components to be installed within the **Reservoir**:

ITEM	DESCRIPTION	VALVES ONLY PRICING
1	(4) 10" TIDEFLEX VARIABLE ORIFICE INLET NOZZLES NSF-61 Certified EPDM Elastomer Complete with 304 Stainless Steel Retaining Rings for Inlet Valves Flange Drilling: ANSI 125/150#	Included
2	(2) 16" WATERFLEX WF-3 OUTLET CHECK VALVES NSF-61 Certified EPDM Elastomer Complete with 304 Stainless Steel Disc, Rods and Fasteners Flange Drilling: ANSI 125/150#	Included
3	NSF-61 CERTIFICATION FOR ABOVE VALVES	Included
4	MANIFOLD HYDRAULIC ANALYSIS, MIXING TIME AND WATER AGE ANALYSIS	Included
5	COMPUTATIONAL FLUID DYNAMICS (CFD) – A "Representative" CFD Model Evaluation of the Proposed HMS System Configuration Applied within a Reservoir of Similar Geometry	Included
6	LICENSE AGREEMENT FOR TIDEFLEX TECHNOLOGIES PATENT NO. 7,104,279	Included
7	COMPLETE SYSTEM INSTALLATION DRAWINGS FOR CONSTRUCTION	Included
8	PRE-START UP INSPECTION-A Pre Start Inspection of the Installed TMS System to be Performed by Tideflex Technologies Factory Representative or a Tideflex Technologies Approved Inspector. For Elevated Tanks, the Contractor Shall be Responsible for Taking Photographs of the Installed TMS and Submitting to the Factory Representative for Review and Approval.	Included
	LEAD TIME	3-4 Weeks A.R.A.D.
	TOTAL NET VALVES ONLY (EXCLUDING FREIGHT)	\$36,715.00

*****VALVES ONLY*****

*****MOUNTING HARDWARE NOT INCLUDED*****





SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 1.

Meeting Date: 12/05/2016

Prepared By: Nate Strauch, Communications Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider the Application of Joel Blagg and Heather Creek to Enroll their Business, Izzy's Pet Emporium, LLC, into the Sherman Downtown Occupancy Incentive Grant Program

Issue:

An application received under the Sherman Downtown Occupancy Incentive Grant Program

Background:

The Sherman City Council voted unanimously on October 12, 2016, to create a package of new incentive programs for Downtown Sherman. One of those incentives, the Downtown Occupancy Incentive, was created to spur restaurant and retail growth by rewarding business owners for locating their establishments in the Central Business District. The incentive pays up to \$6,250.00 in a lump sum one year after an application is approved to the small business owner, based on their rent or mortgage payments over the course of that year.

On November 28th, Joel Blagg and Heather Creek became the second business owners to submit an application. Their store, Izzy's Pet Emporium, satisfies the requirements of this incentive program due to its location and nature of operations.

Origination:

Sherman Communications Manager Nate Strauch

Financial Consideration:

Mr. Blagg's and Ms. Creek's rent payments at Izzy's are high enough to qualify for the full stipend of \$6,250.00.

Staff Recommendation:

All applications are approved or denied at Council discretion.

Alternatives:

As directed by Council

Attachments

Downtown Occupancy Incentive Program Application
Business Description

Downtown Occupancy Incentive Program Application

Applicant Information

Applicant Name: Joel Blagg + Heather Creek
Mailing Address: 218 W. Houston St #100 Sherman, TX 75090
Contact Number: 903-771-2293
Email Address: Joel@izzyspetemporium.com

Business Information

Business Name: Izzy's Pet Emporium, LLC
Business Address: 218 W. Houston St #100 Sherman, TX 75090
Business Type: Restaurant ☐ Retail ☒
Ownership Status: Rent ☒ Own ☐
Rent/Mortgage Monthly Payment Amount: \$1250⁰⁰
On what date did your business open? Certificate Received July 2nd 2016
Opened for business Nov 3rd 2016
Have you checked to confirm your business is located in the Central
Business District? Yes ☐ Yes, I checked twice ☒

Please attach to this application the following:

- A detailed description of your business, as well as your motivation for starting it / moving it to downtown Sherman.
- A check for \$100 made payable to the City of Sherman. The check will be cancelled if your eligibility is confirmed.

Please return this application to Sherman Communications Manager Nate Strauch via email at nates@ci.sherman.tx.us.

Izzy's Pet Emporium is a retail boutique specializing in unique products and services. Izzy's is Sherman's first, and currently only, retail establishment offering self-service dog washes. Izzy's has two large stainless steel wash tubs contained within two seven foot by eight-foot tile-walled and tile-floored areas. We provide everything a customer needs to bathe their pets including shampoo, ear cleaner, brushes, nail clippers and tooth brushes. We also include towels as well as the industry's quietest commercial dog dryers. Just bring your dirty dog to Izzy's Pet Emporium and give him or her a bath without messing up your bathroom or clogging your drains!

Izzy's also carries a variety of unique items for both pets (dogs and cats) as well as their owners. We are proud to offer two premium brands of dog and cat food; Blue Buffalo and Merrick. Blue Buffalo is a premium brand of food that has been around for some time that most pet owners are aware of. Merrick is a newer company that was founded and is based right here in Texas. We also carry a large variety of treats and all food products are made in the USA. Our retail merchandise is selected based on our principal of carrying products that help strengthen the bond between pets and their humans. Some of our brands are Kurgo, Dog is Good, Pet Perennials, and Evans Collars. We also carry items such as cake and cookie mixes for dogs, cat "wine" and dog "beer" and a collection of health supplements for your pets.

Izzy's Pet Emporium also features The Spa @ Izzy's, our full-service grooming offering. Along with standard bathing, trimming, toe-nails, etc., The Spa @ Izzy's offers specialty services such as a Dead Sea Mineral Bath, a Lavender Bath Package that includes a mini massage and Paw Balm, a Hot Oil Treatment and fun things such as Blueberry Facial and Toe Nail Painting. Get your pooch pampered at the Spa!

Izzy's Pet Emporium was started by friend Heather Creek and Joel Blagg. In July of 2014 Joel adopted Izzy from the Sherman Animal Shelter. Joel took Izzy to Canyon Creek Pet Hospital where he met Heather and they became friends in no small part because of their love for animals. The idea to start Izzy's Pet Emporium occurred over the summer of 2016. Downtown Sherman was quickly identified as the best place to open Izzy's and only locations in downtown were considered. Heather and Joel both felt that downtown was the only place that offered the small-town, personal service atmosphere that they envisioned for Izzy's Pet Emporium. Heather and Joel both believe that downtown Sherman is growing and turning into a thriving shopping/retail hotspot in Sherman and wanted to be a part of that.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 2.

Meeting Date: 12/05/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Quarterly Progress Report from Sherman Economic Development Corporation Board Chairman Greg Kirkpatrick and SEDCO President John Plotnik

Issue:

To receive the Sherman Economic Development Corporation (SEDCO) quarterly progress report from Board Chairman Greg Kirkpatrick and SEDCO President John Plotnik

Background:

The brief presentation by the SEDCO Board Chairman and SEDCO President will provide the City Council with an overview of SEDCO's activities and accomplishments during the last three (3) months. SEDCO's last update was presented at the City Council's joint meeting with the SEDCO Board on September 15, 2016.

Origination:

City Council

Financial Consideration:

This presentation is for informational purposes only and has no impact on the City's revenues or expenses.

Staff Recommendation:

No action is required of the City Council.

Alternatives:

None recommended

Attachments

SEDCO's Quarterly Progress Report

REPORTING FORM FOR BOARDS AND COMMISSIONS

Name of Board: Sherman Economic Development Corporation

Name of Chairman: Greg Kirkpatrick

Name of Vice Chairman: John Sild

Date of Report to City Council: December 5, 2016

1. In simple terms and as briefly as possible, please describe the mission of your board.

- *The mission of the Sherman Economic Development Corporation (SEDCO) is to grow and diversify the Sherman and surrounding area economies through the addition of new jobs and investment.*

**2. Please list the top accomplishments of your board within the past quarter.
(Please limit the list to five or fewer items).**

- *On August 11th, SEDCO hosted the first Sherman Manufacturing Career Fair in partnership with the City of Sherman and Workforce Solutions Texoma. The event brought in 485 jobseekers. The following companies participated: CertainTeed Corporation, Consolidated Container Company, Douglass Distributing, EATON B-Line, Emerson/Fisher Controls, GlobiTech, Mueller Construction Company, Presco Products, Royal Case Company, Tyson Fresh Meats, and Washington Iron Works.*
- *On October 11th, the SEDCO Board of Directors elected Mr. Greg Kirkpatrick as Chairman, Mr. John Sild as Vice-Chairman, and Mr. Brad Douglass as Board Secretary for the fiscal year 2016-2017. Mr. Willie Steele and Mr. Tom Shields will continue as Board Members.*
- *On October 21st, SEDCO launched a new marketing campaign with the Dallas Business Journal. SEDCO plans to strategically place advertisements that highlight Sherman's attributes within key issues throughout the next year. Some of these select issues will be themed for commercial real estate, office and industrial leases, and data centers, all of which fall in our targeted areas.*
- *In October, the site clearing of the truck stop at 220 E. FM 1417 was completed.*

3. What are your plans for this board in the next quarter?

- *On December 14th, SEDCO will hold a Sherman Plant Manager's Forum at CertainTeed.*
- *On December 15th, SEDCO will sponsor an HR Group Meeting at Tyson Fresh Meats.*
- *On January 17th, SEDCO will host the Winter Leadership Breakfast, which includes a roundtable discussion with Sherman community and industry leaders.*
- *On January 19th, SEDCO will host a Call Center Career Fair at the Municipal Building from 9:00 a.m. to 4:00 p.m.*
- *On January 24th, SEDCO will hold a Sherman Safety Leaders Forum at Sunny Delight.*
- *SEDCO will place advertisements in the Dallas Business Journal on January 20th and March 10th.*
- *SEDCO will continue its partnership with Texas Aviation Partners, Grayson County, and Denison Development Alliance on marketing the North Texas Regional Airport.*
- *SEDCO will launch the new sedco.org website, which includes the new logo and branding.*
- *SEDCO will work to compete aggressively for the attraction of new jobs and investments*

to the city from existing Sherman employers and new companies, both nationally and internationally.

- SEDCO will work closely with companies that have announced new investments in Sherman to ensure they have the support to meet their goals and receive the incentives as identified in the Economic Development Performance Agreements including 903 Brewers; Anutak Products, Inc.; Ball, DPF; Christmas Designers; GlobiTech, JP Hart Lumber; Metallenium Iron Works; Modular Power Solutions; and Panda Sherman Power.

4. How often did this board meet in the last quarter?

- The SEDCO Board meets on the second Tuesday of each month and holds special called meetings when needed. Since our last report, the SEDCO Board held four regularly scheduled meetings (July 12th, August 9th, October 11th, November 8th), one special called meeting (September 7th), and the annual joint meeting with the City Council (September 15th).

5. In what percentage of those meetings was a quorum of board members present?

- 100%

6. Did any member attend less than 75% of those meetings? If so, which member and how often did they attend.

- No

7. What other information would your board like to communicate to the City Council? (please be concise in your response).

- At present, SEDCO is working 19 active projects with an estimated \$1,827,900,000 in investments and 3,287 new jobs.
- Since our last report, SEDCO paid a total of \$451,380 in grant funds for \$33,506,000 in capital investments and 10 jobs. The following is a breakdown of these projects:
 - o On July 18th, Emerson Process Management/Fisher Controls received their final incentive payment of \$95,000 towards their \$8,047,000 capital investment in their property at 4725 Highway 75 South. Emerson/Fisher was the first to meet the requirements of SEDCO's "Buy Local" grant and received the maximum \$20,000 as part of this incentive payment.
 - o On November 10th, Kaiser Aluminum received their final incentive payment of \$356,380 towards their \$25,459,000 capital investment in new equipment and facilities, plus the creation of 10 new full-time jobs.
- On August 18th, John Sild, John Plotnik, and Stacey Jones visited BNSF Corporate Headquarters in Fort Worth to tour the campus and discuss certified rail sites.
- On October 11th, the SEDCO Board approved the Addendum to the Sherman Economic Development Corporation Economic Development Performance Agreement for Ball, DPF to amend section 7.1 of the Agreement ("Payments") and section 10.14 of the Agreement ("Term") to extend the Agreement from the original ending date of November 1, 2016 to May 1, 2017.
- On November 8th, the SEDCO Board approved the Addendum to the Sherman Economic Development Corporation Economic Development Performance Agreement with 903 Brewers to amend section 2.1 of the Agreement to extend the Schedule A Time of Performance from the original equipment installation ending date of December 8, 2016 to May 8, 2017.
- On November 8th, the SEDCO Board approved up to \$150,000 to make necessary improvements to the culvert on Progress Drive.

- On November 8th, the SEDCO Board approved the easement contribution to the City of Sherman. The final replat supports the City of Sherman work to extend Northgate Drive in Progress Park I to West Travis Street.
- SEDCO continued the Business Retention and Expansion (BRE) Program with the following:
 - o On July 21st, SEDCO held a Sherman Safety Leader's Forum hosted by Justin Sloan at Emerson Process Management/Fisher Controls.
 - o In partnership with Todd Gruhn, Career & Technical Education Coordinator for Sherman High School, SEDCO organized the Manufacturing SISD Counselor Tours. Tours were held on August 2nd at Emerson/Fisher, Sunny Delight, and Tyson Fresh Meats.
 - o On August 25th, SEDCO sponsored an HR Group Meeting a Presco.
 - o On September 14th, SEDCO held a Plant Manager's Forum hosted by the team at Eaton B-Line.
 - o On October 20th, SEDCO held a Sherman Safety Leaders Forum hosted by Douglass Distributing.
 - o On October 27th, SEDCO sponsored an HR Group Meeting with host, Emerson Process Management/Fisher Controls.
 - o Existing Industry Visits – Capio Partners, Emerson Process Management-Fisher Controls, Kaiser Aluminum, MBA Law, Mueller Construction, Nature's Source/Ball DPF, Sarah USA Cosmetics, Sunny Delight, Tyson Fresh Meats.
- SEDCO had 6 site visits from projects interested in a possible location within Sherman. We visited with about 200 site selectors, commercial brokers, and other real estate professionals to discuss Sherman's assets, so they have the information needed to promote our community to potential client companies. In addition, we hosted 13 visits from these professionals.
- SEDCO continued the direct marketing mailers by sending promotional glider planes and socks to the members of the North Texas Chapter of the Society of Industrial and Office Realtors (SIOR).
- SEDCO created Facebook and Twitter accounts to market Sherman through social media campaigns. Our first campaign launched in August, targeting a 50-mile radius around the DFW metroplex.
- SEDCO worked with Aerial Focus to update the Sherman/Progress Park aerial maps.
- John Plotnik and Frank Gadek hosted a marketing booth at the North Texas Commercial Association of Realtors and Real Estate Professionals (NTCAR) Expo in Dallas.
- John Plotnik attended the North Texas SIOR quarterly meeting to discuss advantages of relocating to Sherman.
- John Plotnik attended the SIOR Fall World Conference in New York.
- Frank Gadek attended the Industrial Asset Management Council's (IAMC) Professional Forum in Indiana.
- Stacey Jones completed an OU Economic Development Institute course.
- Ashton Ghaemi completed the TEDC Basic Economic Development Course.
- Ashton Ghaemi completed the Adobe InDesign and Photoshop training courses.
- SEDCO held its Summer and Fall Leadership Breakfasts.
- SEDCO held its second Mentor Breakfast.
- SEDCO staff attended the following since our last report:
 - o 22nd Annual Investment Seminar "Economic & Market Outlook"
 - o 903 Brewers Press Conference
 - o AMX Realty Ribbon Cutting
 - o Autumn & Arts Festival

- o *Bella Fontana Ribbon Cutting*
- o *Business Education for Teachers Grayson County School District and Economic Development Wrap-Up Meeting*
- o *Center for Workplace Learning Advisory Board Meeting*
- o *Child & Family Guidance Center Board Meeting*
- o *Child & Family Guidance Center Starfish Benefit*
- o *City Council Meeting*
- o *Coffee with the Mayor*
- o *Cowboy Chicken Ribbon Cutting*
- o *Downtown Sherman's Stroll on the Square*
- o *Flag Ceremony at Landmark Bank*
- o *Goodwill Ribbon Cutting*
- o *Grayson College Veteran's Ceremony*
- o *Home Instead Senior Care Career Fair*
- o *Hot Summer Nights*
- o *"Jump Start the Heart" City Council Meeting*
- o *Leadership Sherman*
- o *Legend Bank First Responder Luncheon*
- o *Legislative Luncheon*
- o *Life Activated Forum*
- o *Manufacturing Day Wrap-Up*
- o *Manufacturing SISD Counselor Tours*
- o *Middle Skills Workgroup Meeting*
- o *NTYP Pillar's Luncheon*
- o *Open House for Congressman John Ratcliffe*
- o *Regional Mobility Authority Meeting*
- o *School Priority Day*
- o *Sherman Chamber Ambassadors 2017 Planning Session*
- o *Sherman Chamber of Commerce Events Committee*
- o *Sherman ISD Citizens Advisory Committee*
- o *Sherman ISD New Teacher Luncheon*
- o *Sherman Manufacturing Career Fair Planning Meeting*
- o *Sherman Rotary*
- o *Texas Main Street Resource Team*
- o *Texoma Council of Government Meeting*
- o *Texoma HR Management Association Meeting*
- o *TWC Manufacturing Committee Meeting*
- o *U.S. Legislative Update Lunch*
- o *Workforce Solutions Texoma Board Meeting*
- o *Workforce Solutions Texoma's 20th Anniversary Celebration*



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 3.

Meeting Date: 12/05/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Receive Presentation from Community and Support Services Director Steve Ayers and Animal Services Manager Scott Parker on Animal Shelter Facility Renovations and Adoption Trailer Improvements

Issue:

A briefing on the plans and progress of the budgeted renovation at the Animal Services facilities and adoption area. Briefing will also include information on the pet adoption trailer improvements and the pet adoption program.

Background:

As a result of budgetary priorities set forth by the Council, renovation plans for improving the adoption area at the Animal Services facilities are moving forward. Animal Services adoption trailers have also been improved as part of the City's comprehensive approach to growing the pet adoption program and minimizing as much as possible the need for euthanasia.

Origination:

Community & Support Services

Financial Consideration:

The estimated budget impact for fiscal year 2017 is \$40,000.00.

Staff Recommendation:

Staff recommends moving forward with approved budget priorities related to renovations and improvements to the Animal Services facilities and pet adoption trailers.

Alternatives:

Council may direct staff to bring forward revisions or modifications to improvement/renovation plans.

Attachments

Animal Services Presentation

Sherman
CLASSIC TOWN. BROAD HORIZON.

ANIMAL SERVICES





POTENTIAL ADOPTION AREA



POTENTIAL ADOPTION AREA



ANIMAL SHELTER SIGNAGE

Currently there is not a sign for the Animal Shelter
below is an example for the signage





Renovations in Progress



Renovations in Progress



Renovations in Progress



Renovations in Progress



Renovations in Progress



Renovations in Progress



CURRENT PROJECTS

- Office Area Renovation
 - Utilizing city staff
 - Services and facilities remain unchanged during renovation project
- Adoption Trailer Exterior Wrap
 - Completed
- Animal Shelter Signage
- Estimated time of completion late Spring of 2017

ANIMAL SERVICES

- Since 1990 the Sherman Animal Shelter has worked with the community to help return lost pets to their owners and find homes for unwanted strays. Throughout the year, we take in many animals, including strays and those surrendered by their owners. The task of finding homes for them is tough.
- We rely on compassionate volunteers and community organizations to help get the word out. The many benefits of adopting from the Sherman Animal Shelter include low-cost spaying /neutering and the knowledge that your new pet has already received an initial vaccination against contagious diseases.
- Adoption - \$50 for dogs and \$40 for cats, which covers the cost of a basic exam, spay/neuter and rabies vaccination.
- Partnerships with Petco have allowed many pets to be adopted.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 4.

Meeting Date: 12/05/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

OTHER BUSINESS

Consider Calling a Special Meeting of the City Council for Tuesday, January 3, 2017, due to Conflict with a Federal Holiday

Issue:

To consider calling a special meeting of the City Council for 5:00 p.m. on Tuesday, January 3, 2017, to make up for the first regular meeting in January, which falls on the Federal Holiday of New Years Day

Background:

The City Charter provides that City Council regular meetings shall fall “on the first and third Mondays of each month, excluding holidays, at its discretion.” The regular date for the Council’s first meeting in January 2017 is Monday, January 2nd, a Federal Holiday to celebrate New Years Day. This day is an officially recognized holiday for City of Sherman employees and is traditionally respected by not holding regular City Council meetings on this Federal Holiday. While the Charter provision does not require the City Council to meet on a Federal Holiday, neither does it establish a make up date, which would be done by a motion and order with a 72-hour public notice.

Origination:

City Manager's Office

Financial Consideration:

There is no financial impact to be considered.

Staff Recommendation:

It is recommended that the City Council call a special City Council meeting for 5:00 p.m. on Tuesday, January 3, 2017.

Alternatives:

The Council could choose to cancel the first meeting in January 2017.



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Agenda Item No. G. 5.

Meeting Date: 12/05/2016

Prepared By: Steve Ayers, Director of Community and Support Services

Approved By: Robby Hefton, City Manager

Caption:

*** OTHER BUSINESS**

Consider Request of the Neighborhood Recreational Committee to Temporarily Close Certain Streets for the 2017 Dr. Martin Luther King, Jr. Day Parade on Saturday, January 14, 2017

Issue:

The Neighborhood Recreational Committee has submitted a request to close certain streets for the 2017 Dr. Martin Luther King, Jr. Day Parade, taking place at 12 noon on Saturday, January 14, 2017.

Background:

The parade will follow the route described in the attached request. Assembly will begin at 11:00 a.m. The event will require traffic control assistance from the City of Sherman.

Origination:

Tracey Ross, President of the Neighborhood Recreational Committee

Financial Consideration:

City labor to provide traffic control assistance will be required.

Staff Recommendation:

It is recommended that the City Council approve this request and authorize the necessary traffic control support to accommodate the event.

Alternatives:

As directed by the Council

Attachments

Neighborhood Recreational Committee Request Letter

MLK Jr Day Parade Route

Special Event Application

Neighborhood Recreational Committee
The A.G.E (The African American Of Grayson County Experience Community Museum)
P.O. Box 731
Sherman, Texas 75091
"HELPING THE COMMUNITY MOVE FORWARD"
November 8th, 2016

Sherman Tourism

Director of Community Services

Attn: Mr. Steve Ayers
100 North Travis St.
Sherman, Texas 75092

Dear Mr. Ayers,

The Neighborhood Recreational Committee would like to request the permission, from the City Of Sherman, to host the Annual Martin Luther King Jr. parade. This event will be on Saturday January 14th, 2017 @ 10:00am.

Staging will be in the parking lot of First Baptist Church, on south Travis St. The parade will proceed north on Travis Street, turning right on Brockett Street, facing east until arrival at Austin College parking lot. At this time the parade will come to an end.

Thank You

Tracey Ross	-	President
Eric Ross	-	Treasurer
Karen Brown	-	Secretary

Dr. Martin Luther King Jr. Parade Map
Saturday January 14th, 2017 @ 10:00am

- Staging participants will take place in the parking lot of First Baptist Church
- Proceeding onto Travis Street, going north,
- Turning right onto Brockett Street, going east,
- Parade will end at the Austin College Parking Lot, facing Jefferson School.



**Special Event
Date Request Form**

Name of Event:	MLK PARADE
Type of Event (i.e. Carnival, Circus, Festival, 1 Mile/5 K Run, etc.):	PARADE
Location of Event:	SHERMAN TX FROM S. TRAVIS TO GRAND AVE
Date of Event:	1/14/17
Event Contact Name:	CHARLES H. BROWN SR.
Event Contact Address:	4900 NAVAJO RD SHERMAN TX 75092
Event Contact Phone:	903 818-4728 @ VERIZON.NET
Event Contact Email:	charleshbrown@sr

Completion and approval of the Special Event Date Request Form does not guarantee event approval. The Community and Support Services Department must receive the completed Special Event Application 60 days prior to the event date. If the application is not received the date will be released 60 days prior to the event.

Requester Signature:	<i>Charles H. Brown Sr.</i>	Date:	1/15/16
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*Office Use Only	
Date Request Received:	
Event Date Hold Approved: YES NO	
If NO, reason:	
Date 60 Days Prior to the Event Date:	
Date Special Event Application Received:	
Requested Event Date Released: YES NO Date:	
Community and Support Services Department Signature:	



Special Event Application

This agreement is between the City of Sherman, hereinafter referred to as City, and an event/event coordinator, hereinafter referred to as event, for the cooperation of planning and operating a Special Event.

City reserves the right to close down or cancel any Event that is in violation of any City Ordinance or deviation from this agreement. The City also reserves the right to close down or cancel the Event if public safety or affected department supervisors deem the event unsafe for public participation.

- Application must be submitted at least 60 days prior to the event date.
- The Event must carry property, bodily injury and municipal liability insurance of \$1,000,000.00 per occurrence. The City of Sherman must be shown as an additional named insured on the insurance declaration. One (1) original copy of insurance must be submitted 30 days prior to event date.
- Alcohol distribution or consumption in any City Park and/or street is prohibited, unless approval is granted by motion and order by the City Council. A special event permit for alcohol on private property in conjunction with a Sherman private club may be permitted with a T.A.B.C license. Certain city-owned properties may allow for the consumption of alcohol.
- Please provide all information pertaining to the event as accurately as possible.

General Event Information

Official Name of Event: MARTIN LUTHER KING PARADE

Type of Event: (i.e. Carnival, Circus, 1 Mile/5 K Run, etc.) _____

PARADE FROM TRAVIS ST 1ST BAPTIST CHURCH TO AUSTIN COLLEGE

Event Date: JAN 14 2017 Event Times: 10 AM

Alternate Date: NONE Event Times: _____

*Alternate date required in case of weather delays

Location of Event: PARADE FROM TRAVIS FBC TO AUSTIN COLLEGE
 Event Contact Name: REV CHARLES H. BROWN SR
 Event Contact Address: 4900 NAVAJO RD SHERMAN TX 75092
 Event Contact Phone: 903 818 ~~4728~~ 4728
 Event Contact Email: CHARLESHBROWNSR@VERIZON.NET
 Alternate Event Contact Name: Karen M. Brown
 Alternate Event Contact Address: 3109 Burgandy Lane
 Alternate Event Contact Phone: 903-209-6664
 Alternate Event Contact Email: kbrown6860@yahoo.com
 Event Day Emergency Contact: Charles Brown Phone: 903-818-4728
 Event Day Emergency Contact: Karen Brown Phone: 903-209-6664
 Estimated # of Participants: 100 Spectators: 200
 Is Event Private or Open to the Public? ☐ Private Event ☒ Public Event

Description of Event

Include background/history of this event or type of event and a timeline of event. Maps and site plans are required; site plans should include location of concessions, port-a-lets and dumpsters; description of routes to be used, severe weather emergency plan, etc. Clean-up deposit may be required.

MLK PARADE FROM 1ST BAPTIST CHURCH ON TRAVIS ST TO AUSTIN COLLEGE ON GRAND AVE

Public Services

Will event take place at a public park/facility? ☐ Yes ☒ No

If yes, which park/facility? _____

*Park and/or facility reservation(s) required prior to completing this application.

Will you need any public street closures? ☐ Yes ☒ No

If Yes, which streets? _____

*Closure of TxDOT controlled streets will need prior approval by TxDOT.

*Police and Fire vehicles must have access through street closures if the need arises.

Street closure time: _____ Time closure removed: _____

*Barricades will be provided by the City for the listed street closures. Fees may be required for additional barricade requests.

Where are the parking areas located: (Include on site plan) _____

Does your event require special/additional support? (Fee may be required)

☒ Police
(crowd control, traffic control, etc.)
If yes, contact Jarena Capps, Police
Department, 903-892-7397

☒ Fire Department
(EMT Support, etc.)
If yes, contact Chief Jones, Fire
Department, 903-892-7263

☐ Other
(provide detail)

If any special/additional support is checked above it is the responsibility of the event coordinator to contact the person listed above, prior to approval. If no contact is made by the event coordinator, the approval process for your special event will cease.

Number of trash containers and size requested over and above the current level: _____

NONE

*Per city ordinance, all solid waste services must be provided by the city. Additional fees are possible for solid waste services.

Concessions

Will food concessions be present at the event? ____ Yes ☒ No

Name, Address & Phone Number for Food Vendors: _____

*All food vendors are required to have the appropriate permits required by the city or the county.

Fire Prevention

Will you have any tents at the event? ____ Yes ☒ No

Will any tents be over 200sq. ft.? ____ Yes ☒ No

*No smoking signs and 5lb. ABC extinguishers are required in all tents over 200sq. ft.

Will any tents be enclosed? ____ Yes ☒ No

*A permit (\$50.00 fee) must be obtained from the Developmental Services Department for enclosed tents.

*A flame certificate for the tent and a site plan showing the setback from the property lines will be required to obtain this permit.

Will you have bounce houses? ____ Yes ☒ No Number: _____

Will you have other air supported structures? ____ Yes ☒ No

Will there be fireworks? ____ Yes ☒ No

Will there be any temporary structures built or placed on site? ____ Yes ☒ No

If Yes, describe: _____

Miscellaneous

Will you need the use of city water and/or electricity? ____ Yes ☒ No

*Additional fees will apply to the usage of city utilities

Where will restroom facilities be located? NO _____

*Depending on accessibility of restroom facilities, city may require portable toilets to be used

Will there be music or any other use of a loudspeaker? ____ Yes ☒ No

If Yes, please fill out the following:

Type of loudspeakers: _____ How many: _____

Type of Amplifiers: _____ How many: _____

Type of electrical devices: _____ How many: _____

Date and time loudspeakers/amplifiers/electrical devices will be in use: _____

*Loudspeakers/Amplifiers/Electrical Devices cannot be used during the hours of 9pm to 8am

Will you have any animals at the event? ____ Yes ☒ No

If yes, are any prohibited/regulating animals? _____

*All pet owners must abide by Grayson County leash law

Public Information

Describe signage that will be used for the event, to include placement of signs: NONE

Describe how you will notify residents affected by the event either living on the route/course or nearby. _____

*Proof of notification may be required

Overnight Accommodation Needs

Will event produce overnight stays in Sherman hotels, motels or bed and breakfasts? If so, how many rooms potentially? NONE

* The Sherman Chamber of Commerce is available for assistance with hotel information and accommodation needs for the event.

Agreement:

Initial CB I hereby attest that the information contained in this application is true and correct. I understand that this is only an application and not a guarantee that a permit will be issued. If a permit is issued, I agree that: (1) if any of the information contained in this application is found to be false; or (2) should my conduct, or the conduct of any participants or guests, not adhere to the Special Event Policies and Procedures; or (3) should any applicable city, county, state or federal rules, regulations, codes or laws be violated, any permit issued shall automatically become null and void and any activity associated with this permit will immediately cease.

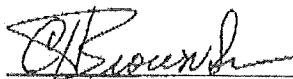
Initial CB Applicant agrees to assume the defense of and indemnify and save harmless the City, its council members, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such temporary street closure and the activities permitted in connection therewith. The city may require, as a condition of issuance of a permit, that the applicant obtain insurance to serve this end, in such an amount and with such terms as the City determines to be appropriate under the circumstances. This shall be a continuing release and shall remain in effect until revoked in writing.

Initial CB In case of emergency or for reasons beyond the City's control, the City reserves the right to cancel the permit prior to scheduled use without liability. Refunds will be made if cancellation by the City is necessary.

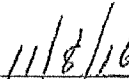
Initial CB Alcohol must be confined to private property. Alcohol consumed on Public property is a violation of city Ordinance and is prohibited.

Signature:

I the undersigned representative have read the policies and procedures with reference to this application. The information contained herein is complete and accurate.



Signature



Date

The City of Sherman is host to a wide variety of special events each year. Those events range from small gatherings to larger community events. The City has recognized that these special events have become an important part of our resident's life by enhancing tourism, culture, recreation and education as well as providing economic benefit to businesses in the City.

Some gatherings due to their size and special requirements may place unique demands on public resources. In order to plan for those demands and to ensure that public health and safety is protected, it is necessary that the city have advance notice of these special events. This manual will provide details outlining what types of events can be hosted and where.

The purpose of the Special Events Policies and Procedures Manual is to provide a consolidated manual to enable special event coordinators or those thinking of hosting an event easy access to the necessary information to help make the event a success. The primary goal of this manual is to create a win-win relationship between the City of Sherman and event organizers. By creating this relationship both parties will be able to receive, in a timely manner, the required information to plan a special event, big or small.

The specific objectives of the policy and procedure manual ensure that:

- The City of Sherman's assets are protected;
- The City of Sherman's citizens interests are met;
- The event organizers work with the merchants and residents to ensure that any negative impact is kept to a minimum;
- All Federal, County and Municipal laws, regulations and statutes are observed;
- The event organizers work closely with the Community and Support Services Department or designee;
- All special event applications are handled in a fair and equitable manner;
- Each event is evaluated in a consistent manner;
- All direct costs related to the services provided by the City of Sherman are recovered.

A special event is defined as a one time, annual, or infrequently occurring event on City of Sherman property that is reserved for exclusive use. Types of events may include but are not limited to: Cultural events that celebrate/educate heritage and cultures; Theatrical events; Commemorative events acknowledging significant dates or occurrences; Community events that provide the community with an opportunity to celebrate; Athletic events; Artistic events that celebrate/display creative and artistic works; or Commercial events designed to generate surplus revenue.

For Office Use Only

DEPARTMENT APPROVALS

DEPARTMENT	DATE	SIGNATURE
City Council Approval		
Fire Department		
Police Department		
Public Works Department		
Solid Waste & Recycling Department		
Parks & Recreation Department		



SHERMAN CITY COUNCIL

Agenda Communication Form

City Council Regular Meeting

Meeting Date: 12/05/2016

Prepared By: Pamela Cloer, Assistant to the City Manager

Approved By: Robby Hefton, City Manager

Caption:

COUNCIL CALENDAR

Attachments

2016 Council Calendar

2017 Council Calendar

2016

JANUARY						
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FEBRUARY						
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1/11/2016	Called Council Mtg for Transportation Workshop
4/11/2016	Called Joint Mtg w/SISD Board in Council Chambers
4/15/2016	Called Budget Planning Mtg in Council Chambers
06/21-22/2016	Called Budget Workshop in Council Chambers
6/23/2016	Called Joint Mtg with SISD Board at SISD Admin Off
7/4/2016	Independence Day/Called Council Mtg on 7/5/2016
7/12/2016	Called Council Mtg for 2nd PH & Adoption of Ord. No. 5958 (90-Moratorium on Development at FM 691 & SH 289)
7/19/2016	Called Council Mtg for Parks & Rec Master Plan Hearing in Municipal Ballroom

8/29/2016	Called Council Mtg to Consider Real Estate Purchase in Council Chambers
9/5/2016	Labor Day/Called Council Meeting on 9/6/2016
9/8/2016	Called Joint Mtg w/SISD Board in Council Chambers
9/15/2016	Called Joint Mtg w/SEDCO Board in Council Chambers
10/12/2016	Called Joint Mtg w/Main Street Advisory Board in Council Chambers to Discuss Downtown Incentives

2017

JANUARY						
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